KIAC PARTNERS (Continued) **S103559616**

Site markouts are being re-done and Jersey barriers will be installed on site to cordon off area we will be excavating to perform precision testing of tanks and piping separately. I will advise you when fieldwork starts (possibly end of next week). Our priority now is to get tank testing done to try and locate leak(s), if any, in piping or tanks. I will advise you as each tank is tested. Only two tanks can be taken off-line at a time for testing, in order to meet daily operational requirements." - JK 06/13/07: Received update from Eryou: "Fenley will be on site to start final work on Site Investigation Plan on July 5th, including tank testing, oil water separator cleaning, additional upgradient sampling and pilot studies for remediation. I anticipate that work and lab analysis will be completed within two weeks and I will send you report shortly thereafter and arrange a meeting to discuss report after you have had a chance to review it." - JK 07/25/07: Received email from D. Eryou: "Fenley separated tanks and piping and did individual testing. All tanks and piping passed except discharge line on submersible gas pump that is used only to bottom load Triangle refuelers. Fenley is repairing this line on Friday and re-testing it. Next week they will be doing pilot study and I will submit reports for all of this work by end of third week in August. Fenley reported leak and Triangle took pump out of service, and Brian [Falvey, DEC Spill Response] picked it up on computer and called Triangle, who called me so I called Brian and explained we were working under your direction." - JK 08/09/07: Received update from Eryou: "Here is latest status report from Fenley: "On JFK we developed & surveyed wells, sent samples to York Labs on Monday. We will perform slug tests, and receive lab data by Monday Aug 13th. Based on this, we should have report completed by 8/22 as promised." As per my previous emails, we did find and correct a small piping leak on one of gasoline tanks. I am going on vacation on 25th and will get report to you before I leave. I can meet with you in mid-September to discuss next phase of work." - J. Kolleeny 08/27/07: Received email from Anthony Sigona of Fenley & Nichol, with attached pfd of Feasibility Study Report dated 8/22/08, and separate pdf of report appendices. Did preliminary review and sent email to Sigona: "Thanks for report and appendix pdf's. However, there are problems with report as currently submitted. I don't mind raw lab data submitted as separate pdf, however, I'd like to see data tables (distilled from lab reports) presenting results of soil and groundwater sampling F&N performed at site included in main pdf of report, with results compared to applicable State guidance values or standards. Also, I would prefer soil boring logs and well construction logs included in main pdf of report, rather than in pdf with lab data. Also, report only includes two figures, both labeled Figure 3. Where are Figures 1 and 2? Report should include a site location map, using a USGS Quad or commercial street map as a base, and a water table contour map showing groundwater flow direction (a groundwater flow map is listed in Table of Contents, but does not appear in report). I'd also prefer to have some figures showing soil and groundwater contaminant concentrations - either by means of iso-concentration contours to show plume, or a "spider diagram" with results in boxes attached to sampling locations - in report. Can you please make these changes in report and re-submit it both hard copy and pdf to me?" Sigona wrote back: "We will make changes and resubmit to you as per your preliminary comments." - JK 08/31/07: Received email from Sigona of F&N with pdf of revised Feasibility Study Report dated 8/29/07 (in eDocs),

KIAC PARTNERS (Continued) **S103559616**

including boring logs, well logs and lab data all in one pdf. - JK 09/05/07: Received hard copy of Feasibility Study Report. Will review in preparation for meeting with Dennis Eryou on 9/18/07. - J. Kolleeny 09/19/07: Reviewed Fenley & Nichol's Feasibility Study Report. Investigation found very high levels of soil contam north and south of tanks, extending further away on south side (somewhat linear, as if along a subsurface utility?, but with one hot sample off to southeast), and very high levels of GW contam extending southward from tanks. Report recommends combination of RegenOx and ORC Advanced injections, in rectangular areas extending south-southwest from tanks. I met with Dennis Eryou, private consultant overseeing project, on 9/18/07 to discuss report. We agreed in-situ chem ox is appropriate to try at site, but that treatment areas should be shifted to include areas of soil contam to southeast and soil contam area north of tanks; also, I requested installation of an additional permanent monitoring well to southeast to better delineate GW plume. Also discussed cleanup objectives, and I stated that since site is in JFK's Central Terminal Area, CTA standards were appropriate to use; however, since spill was gasoline, not jet fuel, I requested that STARS list of gasoline-related VOCs continue to be sampled for, with results evaluated in light of risk-base CTA guidelines. Dennis agreed to this, and said he'd send an addendum letter outlining what we agreed on next week. on 9/19/07, sent Dennis Eryou email: "I have attached CTA cleanup goals for soil & GW which I mentioned as applicable to Triangle site. I noticed that there is a standard cited for methylene chloride in soil (not in groundwater), so you may encounter difficulties with laboratory glassware you were telling me about. However, I don't believe that is a compound of concern for this site. As we discussed, since Triangle spill involved gasoline, I'd like to continue having soil and groundwater samples analyzed for STARS list of gasoline-related compounds (which includes compounds not listed in attached CTA document, such as n-butylbenzene, sec-butylbenzene, 1,2,4-trimethylbenzene, 1,3,5-trimethylbenzene, naphthalene, MTBE, and a few others). When evaluating data for those compounds, I will keep in mind that site is in Central Terminal Area, where a risk-based approach has been approved by NYSDEC. Please let me know if you have any questions." - JK 10/10/07: Reviewed supplementary work plan letter from Dennis Eryou, consultant, dated Oct. 1, 2007, received on Oct. 4, 2007 (in eDocs). Document presents remedial plan incorporating changes discussed at 9/18/07 meeting, with added injection area on north side of USTs, expanded injection area southeast of tanks to include area of identified soil contamination, and correctly listed soil and GW cleanup goals (using CTA numbers for applicable compounds and TAGM 4046 numbers for other gasoline-related compounds). Plan involves injection of RegenOx and ORC Advanced in 3 remediation areas, one area north of tanks and 2 areas south of tanks. Plan was devised largely by Regenesis, based on their analysis of field data collected by Fenley & Nicol. I emailed and mailed approval letter dated 10/9/07 (in eDocs) to Lou Rita of Triangle, cc's to Dennis Eryou, Anthony Sigona of F&N, Denise Branch of Port Authority. In email to Rita, I advised that, as per Compliance Schedule of Triangle Aviation Consent Order (NYSDEC File No. R2-20060428-189) and Department's February 1, 2007 letter agreement amending Compliance Schedule, Triangle and/or their consultants must apply to PANY&NJ for any permits necessary to perform remediation work within 14 days of this RAP approval, and within 45 days of

KIAC PARTNERS (Continued) **S103559616**

receiving any required permits from PA, RAP must be implemented. If no permits are required from PA, RAP must be implemented within 45 days of this approval. - J. Kolleeny 12/30/08 - Site Update: RegenOx injections occurred in late March/early April '08. Follow-up GW sampling was performed on July 11, 2008. On August 15, 2008, Dennis Eryou forwarded pdf of draft Site Status Report by Fenley & Nicol (in eDocs), with email stating: "I'm forwarding this long overdue report from Fenley on Triangle remediation project at T4, JFK. I will be doing my report on it after I get feedback from Regenesis and will send my formal report end of next week as I will be on Long Island Tues thru Thurs. Obviously a 2nd round of injections is required. Please consider this a preliminary report and you may choose to ignore it until I submit my formal report with recommendations including input from Regenesis. If you have any concerns after reading it, let me know and I will address them in my cover report later next week." He sent hard copy of report on 9/5/08. I pointed out that report has proposal from F&N to Triangle for addt'l round of RegenOx injections, but does not present proposal for addt'l round of RegenOx injections as work plan to DEC for me to review/approve; Dennis said he would work on such a proposal. I also stated (by email) that if addt'l injections do not succeed in bringing GW contam levels down significantly, it may be necessary to do soil remediation, probably by excavation; Dennis replied that we are on same page in this regard. On 12/9/08, received email from Dennis Eryou: "Further to our last conversation, Fenley took another round of GW samples in November and has submitted results to Regenesis for fine tuning injection quantities and mixtures for next round of injections, which is scheduled for early January. As soon as I get lab results and Regenesis analysis from Fenley & Nicol, I will submit formal work plan for this next round of injections, as per our last discussion." On 12/19/08 received pdf of "Site Status Report - Pre-Injection Sampling" by Fenley & Nicol, dated 12/19/08, plus Eryou cover letter (both in eDocs); received hard copy on 12/24/08. Rpt summarizes spill history, 1st round of injections of ORC Advanced and RegenOx, provides GW results for 2 post-injection sampling events: 7/11/08 and 11/12/08, which show some reductions in contam levels from 4/9/07 and 8/3/07 results but still high levels of BTEX especially in wells MW-5 and MW-8, and proposes a 2nd injection event in Jan. 2009, to include approx 1,025 lbs ORC Advanced and 2,670 lbs RegenOx. - J. Kolleeny 12/31/08: Completed review of Fenley & Nicol's Dec. 19, 2008 Site Status Report - Pre-Injection Sampling with proposal for 2nd round of ORC Advanced and RegenOx injections (in eDocs). Injections planned for Jan. 2009 would be followed by GW sampling in Feb. '09 and then preparation of detailed post-injection site status report. I sent approval letter (in eDocs) to Louis Rita of Triangle Aviation by email and mail, with cc's by email to Dennis Eryou (consulting Engr.), Matt Schieferstein (F&N), and Denise Branch (PA). - J. Kolleeny 05/14/09: On 5/13/09, sent email to Dennis Eryou, consulting engineer for this project: "Can you please provide site status update for this spill case? My last notes in our spills database (from late Dec. 2008) indicate that an addt'l round of injections was to have been done in January, followed by collection of GW samples in February and preparation of detailed post-injection site status rpt. Did injections and GW sampling take place? When do you anticipate being able to send post-injection site status rpt?" Dennis sent reply: "Yes, injections and testing were done and I am working with Fenley to do some supplemental work to confirm my

KIAC PARTNERS (Continued) **S103559616**

suspicions that surface spills (bad housekeeping mostly at Swissport) are impeding cleanup. I am going to include this addt'l work in cover letter for Fenley rpt as soon as I get recommended addt'l work from Fenley next week. I have attached copy of Fenley's rpt for your review until I issue my cover letter next week. I will cc Denise Branch next week with cover letter included." On 5/14/09, received email from Matt Schiefferstein of Fenley & Nicol with pdf of same rpt (in eDocs). I sent email reply asking for hard copy of rpt. - J. Kolleeny 05/18/09: Received hard copy of Fenley & Nicol's 5/14/09 Site Status Update Rpt - Post-Injection Sampling (in eDocs); will review. - J. Kolleeny 06/01/09: Reviewed Fenley & Nicol's 5/14/09 Site Status Update Rpt - Post-Injection Sampling (in eDocs). Rpt states that 1st round of injections of Regenox and ORC Advanced took place in March-April '08, and 2nd round of injections took place in Feb. '09. Rpt notes that since initial injection, total VOCs (not including MTBE) have increased 4% on avg., and since last sampling event in Nov.'08 have increased 26%. [This is using 1st GW sampling event in April 2007 as baseline, rather than last GW event before 1st round of injections, in Aug. '07.] F&N speculate that increases may be due to increased mobility of contaminants previously trapped in vadose zone soil above water table, caused by application of chem. ox, and/or increases could be due to minor discharges aka poor housekeeping at fueling facility, which is used by companies besides Triangle (esp. Swiss Air), which may reach subsurface thru cracks in pavement. Rpt states proposed plans are to monitor/sample wells in June '09, and prepare detailed site status update rpt in July '09. I sent email to Matt Schieferstein of F&N: "I've looked at 5/14/09 Site Status Update Rpt - Post-Injection Sampling. Rpt has couple of minor problems, and I'd like to request some changes in future rpts. 1. Report does not include Site Location Map, showing site location on USGS Quad base map, commercial street map, or equivalent. Please include aSite Location Map in all future rpts. 2. Site Plan figure in rpt does not include North Arrow. Please indicate North on all site plan figures in future rpts. 3. Rpt does not include water table contour map. During each GW monitoring event, depth to water should be measured at each well, and results used to generate water table contour map showing GW flow direction; this map should be included in each monitoring rpt. 4. I'd like to request that future rpts include contaminant plume map or maps (VOCs and MTBE results could be presented separately, or on same map, your choice). Maps should give results for total VOCs and/or MTBE from most recent sampling event for each well in small box or table (you could include previous results as well, if this will not make fig. too crowded). You may also choose to show isograds or contours for contaminant concentrations in order to show configuration of contaminant plume(s). In addition to above, if future GW monitoring results continue to show persistently high levels of contamination and Fenley & Nicol continue to suggest poor housekeeping by other users of fueling facility as possible cause, you should include photographic and/or other evidence to support this hypothesis in future rpts." - J. Kolleeny 06/09/09: On 6/4/09, I was cc'ed on email from Dennis Eryou to Mike Philbin, Gen. Mgr. of Triangle, with attached letter (in eDocs) explaining that recent increases in GW contam levels could be due to (a) desorption of contaminants from soil as result of chem ox injections; and/or (b) surface spills caused by poor housekeeping by users of fueling area. I sent email to Dennis on 6/8/09 stating: "Upon review of most recent GW data, I'm somewhat skeptical that poor

KIAC PARTNERS (Continued) **S103559616**

housekeeping can account for persistent high VOC levels. Note that MTBE levels have fluctuated and increased in wells MW-4 & MW-8. Use of MTBE was discontinued in New York State as of Jan. 1, 2004, so I doubt MTBE increases could be from recent surface spillage. More likely (in my opinion) is that area(s) of contaminated soil left in place in vicinity of lines that leaked are leaching into GW, possibly due to water table fluctuations, rain infiltration, and also RegenOx/ORC advanced injections. Years ago when I first met with Triangle about this spill, I urged them to remove as much contaminated soil as possible when they opened ground to repair leaking line(s). I doubt they headed this advice and removed any contaminated soil at all when repairs were finally made, years later after addt'l tightness tests confirmed leak. I think it will be very difficult for in-situ chem ox to address what must essentially be an area(s) of gasoline-saturated soil, without doing any source removal." On 6/9/09, Dennis wrote back: "Thanks for your insight on this project John, it may well explain why cleanup is going so slowly. I did't realize you were so involved in original spill. I will copy Fenley and Triangle on this so we are all on same page. If there is no measurable improvement in next two rounds of GW testing, considering surface spill improvement program that is underway, we will retable this issue in Fall." - J. Kolleeny 06/08/10: On 5/27/10, received 3rd Quarter 2009, 4th Quarter 2009 and 1st Quarter 2010 Monitoring Well Sampling Rpts (in eDocs) by Conklin Services & Construction, Inc. (replacing Fenley & Nicol as consultants for Triangle) via email from Michael Philbin of Triangle; email states that Triangle will implement recommendations in 1st Quarter 2010 rpt. Received hard copies on 6/7/10. Rpts show that, after 2 chem ox injection events (in March-April 2008 and Feb. 2009), high levels of GW contam persist in wells MW-2, MW-4, MW-5, and MW-8. Historical data show that contam levels in MW-4, MW-5 and MW-8 actually increased from April 2007 levels and peaked in Sept. 2009, with some decreases since then. 1st Quarter 2010 rpt recommends replacing MW-1, which was destroyed, addit'l applicat'n of RegenOx & ORC Advanced in impacted areas, and continued quarterly GW sampling. Cover letter to 1st Quarter 2010 rpt by Dennis Eryou (in eDocs) notes that in July 2009, it was determined that Fenley & Nicol had drilled through a stormwater drainage pipe near a dispenser island while installing an injection well. Eryou speculates that this, in combination with poor house-keeping practices by SwissPort (who also use this fueling area) may be to blame for persistent GW contam at site. On 6/8/10, I sent email to Eryou, cc to Michael Philbin of Triangle: "Since damage to fueling island storm water drain pipe caused by Fenley & Nicol's drilling occurred after 2nd chemical oxidant injection event, and you believe that this may be at least partly responsible for persistence of elevated contaminant levels at site, I'm willing to have Triangle go ahead with recommendations in Conklin's 1st Quarter 2010 rpt. However, I am becoming skeptical that chemical oxidation will be able to adequately address GW contamination. If another round of injections is performed and several rounds of follow-up GW monitoring fail to show significant decreases in contaminant levels, State will require more aggressive remedial approach, such as (possibly) soil excavation or install'n of remedial system (e.g., GW pump & treat, SVE, etc.)." Eryou sent reply: "I understand your position completely." I also sent email to M. Philbin of Triangle on 6/7/10 requesting water table contour maps for past 3 quarterly events, and changes in future rpts: "Do you know if depth to water measurements

KIAC PARTNERS (Continued) **S103559616**

were taken during last 3 GW sampling events? If so, can you please construct water table contour maps showing GW flow direction for each of these events and send to me? Also, in future rpts please include line for Total VOCs in all data tables with GW sampling results, so I can quickly see how contaminant levels are changing (or not) over time in each well. Right now, only 1st Quarter 2010 rpt has line for total VOCs, and that's only in data table with results of March 2010 sampling event. Tables with historical data for each well do not have line for total VOCs. Even better, if you could also include in each rpt a site plan showing total VOCs for each well (at least for most recent sampling event) right on diagram, that would be very helpful to me. Also, site plans in rpts should show locations of chem ox injection wells, in addition to monitoring wells." - J. Kolleeny 08/20/10: Received email from Michael Philbin of Triagle Aviation: "2Q 2010 report attached. Conklin Services is working on Jonathan Kolleeny's requests (contour maps, etc.) Conklin advised that rpts will be revised upon completion of injection event in September. Conklin Services is scheduling install'n of MW1A for week of August 23." I did quick review of rpt, sent email to Dennis Eryou: "I looked at Conklin's 2nd Quarter 2010 rpt for Triangle site. None of changes I requested after reviewing 4th Quarter 2009 and 1st Quarter 2010 rpts have been made, and I don't understand reason for delay. Is there some compelling reason why Conklin could not add lines for total VOCs in data tables with historic GW sample results? And have wells at site been surveyed for top of casing elevation, or not? If they have been surveyed, there's no reason for not including water table contour map in this rpt. I don't understand why Conklin can't do this until after injections in September. (If wells have not been surveyed, they should be immediately.) Finally, recommendations at end of rpt were all included in 1st Quarter 2010 rpt, and were approved by me in an email dated 6/8/10, so rpt should have noted that these recommendations were approved by DEC and are in process of being implemented (i.e., replacement of well MW-1 and 2nd round of chem ox injections). I want to add that, looking at levels of contaminants in most recent GW data, I repeat I am skeptical that another round of in-situ chemical oxidant injections will adequately address GW contam, and I believe that removal of contaminated soil in area where leak(s) were detected in fuel lines is necessary for any remedial approach to be effective at site. Can you provide your perspective on Conklin's rpt, and on site in general, before I send response to Triangle?" Got email from Eryou: "Jon: I will follow up on this next week as I am in transit until Wed, when I return to FL. Mike: Please contact Conklin and have them prepare response to each deficiency. Jon has valid point; in-situ treatment has been going on for long time and levels in all wells haven't dropped that much. Missing data in rpts, after request from DEC is inexcusible. Mike, please email all of rpts that Jon has referred to so I can review them while traveling. I recall that Fenley surveyed all original monitoring wells so that they could provide GW contour map." 08/25/10: Received email from Michael Philbin of Triangle, with attached pdf file: "Attached is revised 2Q rpt." Rpt (in eDocs) continues to show high levels of GW contam in wells MW-2, MW-4, MW-5 and MW-8. Rpt has line for total VOCs in historic GW data table, as requested, and includes water table contour map as requested. Rpt states that recommendations to replace MW-1 and to perform addt'l round of chem ox injections have been approved by DEC; replacement well will be installed in Sept. 2010, injections planned for 3rd

KIAC PARTNERS (Continued) **S103559616**

Quarter 2010. - J. Kolleeny 09/08/10: Received email on 9/7/10 from Dennis Eryou: "Further to our last discussion regarding this project, Triangle has informed me that their tanks will be removed early next year. Since recent performance of in-situ remediation appears to be exhibiting diminishing returns, would DEC consider cancelling next round of injections and using funds to remediate during tank removal process by excavating all soil within sheeted excavation, and perhaps using ORC in excavation during backfilling. Monitoring wells outside tank field excavation could be used to monitor success of this approach. Can I get quick first impression from DEC and Port on this approach, and we would then submit revised Remedial Action Plan, as RAP on file now would no longer be appropriate. We need to determine in next few days if next round of injections can be deferred or cancelled. Delta T4 expansion project is driving Triangle UST removal schedule and Swissport tanks alongside Triangle's would also have to come out at same time." On 9/8/10, I sent reply: "I am receptive to this idea, with some concerns. First, I need to check most recent data to confirm that GW contam has been adequately delineated. If next round of injections is canceled, quarterly groundwater monitoring of course should continue (and if any free product is detected, it should be recovered by vacuum truck as an interim measure). But greatest concern is statement that only soil within sheeted excavation would be removed. Do you know if piping leak that was identified would be located within planned sheeting? And what if soil contam clearly extends beyond sheeted area? Isn't there any way to plan for chasing contamination? As you noted, this is only quick first impression and by no means should be construed as formal approval to proceed down this path. Unfortunately, I'll be out of office next week. Can more complete discussion of this wait until week of Sept. 20th?" Dennis replied: "Thanks for your quick response. We can extend sheeting to include dispensers in addition to USTs which would allow us to excavate all piping areas in addition to USTs. Limits to "chasing" will be imposed by how much ramp we can take out of service without impacting aircraft ops on ramp. I agree that monitoring must continue, and that site must be reassessed after USTs and piping are removed along with all possible contaminated soil. This can wait until 20th and I will advise Triangle to put next round of injections on hold until we discuss these matters in more detail. We understand that formal approval awaits more in depth discussion with DEC and Port Authority." - J. Kolleeny 09/20/10: I sent email to Dennis Eryou, cc to Michael Philbin of Triangle plus Bill Glynn & Erik Nakutavicius of PA: "I am OK with this alternate remedial approach (soil excavation and application of ORC to open excavation), provided it includes extending sheeting to include all components of UST system, chasing of contam soil to extent feasible, and collection of end-point soil samples. In event that Triangle goes with this approach, I am also OK with canceling next round of chem ox injections. Follow-up GW monitoring must be performed (possibly including replacement of select destroyed mon wells) and if soil excavation & application of ORC to pit doesn't bring GW contam levels down sufficiently, addt'l remedial actions may be required. If you (or Conklin) will put together revised Remedial Action Plan, I will issue formal approval. Unless there are objections or comments by Port Authority?" Received email reply from Dennis: "Thanks Jon, I discussed this with Erik [of PA] last week and he is on same page as you. I will get Conklin started on new RAP and I will have to file it with you and also the Port under TAA # Y-7143 for UST removal. Mike,

KIAC PARTNERS (Continued) **S103559616**

I need authorization to start UST removal TAA, and have Conklin contact me about new RAP." - J. Kolleeny 11/16/10: Received email from Dennis Eryou, cc'ing Erik Nakutavicius of PA: "This is an informal status update on current situation at Triangle remediation site. Based upon our last discussion, it was concluded that it was prudent to delay chemical injections, until impact of Delta construction phase is fully developed. Monitoring of site will continue as per existing workplan. I prepared attached drawing [in eDocs] to confirm, with Delta, extent of ramp pavement replacement in area of Triangle fueling site. Clearly it is much larger than area of Triangle/Swissport fueling facility and it would allow relatively unrestricted removal of USTs and surrounding soil and removal of all existing monitoring wells. Triangle, IAT and Delta are involved in discussions regarding exactly how to proceed and once this is determined, I will work with Conklin, their consultant, to develop a construction phase Remedial Action Workplan including a monitoring well replacement plan." - J. Kolleeny 11/18/10: I sent email reply to Dennis Eryou, with cc to Erik Nakutavicius of PA: "Thanks for update. As you note, monitoring of site should continue according to approved remedial plan. Most recent GW data I have received was for samples collected on June 30, 2010, with results submitted in August 2010. Therefore, GW monitoring for 3rd quarter 2010 should be performed (if it has not already been done), and quarterly monitoring rpt submitted." - J. Kolleeny

Remarks: They are going to pump out the tank and retest. The suction line to tank 1 failed and the discharge line to tank 2 failed.

Material:

Site ID:	Not reported
Operable Unit ID:	Not reported
Operable Unit:	Not reported
Material ID:	Not reported
Material Code:	Not reported
Material Name:	Not reported
Case No.:	Not reported
Material FA:	Not reported
Quantity:	Not reported
Units:	Not reported
Recovered:	Not reported
Resource Affected:	Not reported
Oxygenate:	Not reported

Tank Test:

Site ID:	90177
Spill Tank Test:	1529217
Tank Number:	1
Tank Size:	4000
Test Method:	03
Leak Rate:	0
Gross Fail:	Not reported
Modified By:	Spills
Last Modified:	10/1/2004
Test Method:	Horner EZ Check I or II

KIAC PARTNERS (Continued) **S103559616**

CBS AST:

CBS Number:	2-000260
Region:	STATE
ICS Number:	Not reported
PBS Number:	2-600638
MOSF Number:	Not reported
Telephone:	(718) 995-0547
Facility Town:	NEW YORK CITY
Operator:	CALPINE KENNEDY OPERATORS
Emrgncy Contact:	MICHAEL URIO
Emrgncy Phone:	(718) 995-3736
Expiration Date:	03/05/2003
Owner Name:	PORT AUTHORITY NY & NJ
Owner Address:	1 WORLD TRADE CENTER
Owner City,St,Zip:	NEW YORK, NY 10048
Owner Telephone:	(212) 435-3687
Owner type:	State Government
Facility Type:	FARM
Mail Name:	CALPINE KENNEDY OPERATORS
Mail Contact Addr:	JFK AIRPORT
Mail Contact Addr2:	BLDG. #49
Mail Contact Contact:	MICHAEL URIO PLANT MANAGER
Mail Contact City,St,Zip:	JAMAICA, NY 11430
Mail Phone:	(718) 995-0547
SPDES Number:	0-008109
Facility Status:	ACTIVE FACILITY
Owner Sub Type:	None

Tank Id:	T-4603
Date Entered:	02/28/1995
Capacity (Gal):	20000
Chemical:	Ammonium hydroxide
Tank Closed:	Not reported
Tank Status:	In Service
Tank Type:	Fiberglass coated steel
Install Date:	12/93
Certified Date:	03/09/2001
CAS Number:	1336216
Substance:	Single Hazardous Substance on DEC List
Tank Location:	ABOVEGROUND
Intrnl Protection:	Fiberglass Liner (FRP)
Extrnl Protection:	Fiberglass
Pipe Location:	Aboveground
Pipe Type:	STEEL/IRON
Pipe Internal:	None
Pipe External:	1
Pipe Containment:	Double-Walled
Tank Containment:	Diking
Leak Detection:	None
Overfill Protection:	High Level Alarm
Haz Percent:	19
Total Tanks:	2
Tank Secret:	False
Last Test:	Not reported
Due Date:	Not reported
Tank Error Status:	No Missing Data
SWIS Code:	6301

KIAC PARTNERS (Continued) **S103559616**

Lat/Long:	40|38|49 / 73|42|06
Pipe Flag:	False
Federal ID:	Not reported
Is Updated:	F
Renew Date:	/ /
Is it There:	F
Deliquent:	F
Date Expired:	03/05/95
Owner Mark:	1
Certificate Needs to be Printed:	False
Fiscal Amt for Registration Fee Correct:	True
Renewal Has Been Printed for Facility:	True
Pre-Printed Renewal App Last Printed:	12/15/2000
Total Capacity of All Active Tanks(gal):	23325

Tank Id:	4
Date Entered:	02/28/1995
Capacity (Gal):	1550
Chemical:	Sodium hypochlorite
Tank Closed:	06/99
Tank Status:	In Service
Tank Type:	Fiberglass reinforced plastic [FRP]
Install Date:	00/91
Certified Date:	03/09/2001
CAS Number:	7681529
Substance:	Single Hazardous Substance on DEC List
Tank Location:	ABOVEGROUND
Intrnl Protection:	None
Extrnl Protection:	None
Pipe Location:	Aboveground
Pipe Type:	PLASTIC
Pipe Internal:	None
Pipe External:	0
Pipe Containment:	None
Tank Containment:	Diking
Leak Detection:	None
Overfill Protection:	Product Level Gauge
Haz Percent:	100
Total Tanks:	2
Tank Secret:	False
Last Test:	Not reported
Due Date:	Not reported
Tank Error Status:	No Missing Data
SWIS Code:	6301
Lat/Long:	40|38|49 / 73|42|06
Pipe Flag:	False
Federal ID:	Not reported
Is Updated:	F
Renew Date:	/ /
Is it There:	F
Deliquent:	F
Date Expired:	03/05/95
Owner Mark:	1
Certificate Needs to be Printed:	False
Fiscal Amt for Registration Fee Correct:	True
Renewal Has Been Printed for Facility:	True

KIAC PARTNERS (Continued) **S103559616**

Pre-Printed Renewal App Last Printed: 12/15/2000
Total Capacity of All Active Tanks(gal): 23325

Tank Id: 3
Date Entered: 02/28/1995
Capacity (Gal): 3325
Chemical: Chlorodifluoromethane
Tank Closed: Not reported
Tank Status: In Service
Tank Type: Steel/carbon steel
Install Date: 00/90
Certified Date: 03/09/2001
CAS Number: 75456
Substance: Single Hazardous Substance on DEC List
Tank Location: ABOVEGROUND ON SADDLES LEGS, STILTS, RACK, OR CRADLE
Intrnl Protection: None
Extrnl Protection: Painted/Asphalt Coating
Pipe Location: Aboveground
Pipe Type: STEEL/IRON
Pipe Internal: None
Pipe External: 1
Pipe Containment: Vault (w/access)
Tank Containment: Vault (w/access)
Leak Detection: Concrete Pad w/channels
Overfill Protection: Product Level Gauge
Haz Percent: 100
Total Tanks: 2
Tank Secret: False
Last Test: Not reported
Due Date: Not reported
Tank Error Status: No Missing Data
SWIS Code: 6301
Lat/Long: 40|38|49 / 73|42|06
Pipe Flag: False
Federal ID: Not reported
Is Updated: F
Renew Date: / /
Is it There: F
Deliquent: F
Date Expired: 03/05/95
Owner Mark: 1
Certificate Needs to be Printed: False
Fiscal Amt for Registration Fee Correct: True
Renewal Has Been Printed for Facility: True
Pre-Printed Renewal App Last Printed: 12/15/2000
Total Capacity of All Active Tanks(gal): 23325

Tank Id: 2
Date Entered: 03/01/1993
Capacity (Gal): 2223
Chemical: Methane, dichlorodifluoro-
Tank Closed: 00/00
Tank Status: In Service
Tank Type: Steel/carbon steel
Install Date: 00/70

KIAC PARTNERS (Continued) **S103559616**

Certified Date:	03/09/2001
CAS Number:	75718
Substance:	Single Hazardous Substance on DEC List
Tank Location:	ABOVEGROUND ON SADDLES LEGS, STILTS, RACK, OR CRADLE
Intrnl Protection:	None
Extrnl Protection:	Painted/Asphalt Coating
Pipe Location:	Aboveground
Pipe Type:	STEEL/IRON
Pipe Internal:	None
Pipe External:	1
Pipe Containment:	None
Tank Containment:	Vault (w/access)
Leak Detection:	Concrete Pad w/channels
Overfill Protection:	Product Level Gauge
Haz Percent:	100
Total Tanks:	2
Tank Secret:	False
Last Test:	Not reported
Due Date:	Not reported
Tank Error Status:	No Missing Data
SWIS Code:	6301
Lat/Long:	40|38|49 / 73|42|06
Pipe Flag:	False
Federal ID:	Not reported
Is Updated:	F
Renew Date:	/ /
Is it There:	F
Deliquent:	F
Date Expired:	03/05/95
Owner Mark:	1
Certificate Needs to be Printed:	False
Fiscal Amt for Registration Fee Correct:	True
Renewal Has Been Printed for Facility:	True
Pre-Printed Renewal App Last Printed:	12/15/2000
Total Capacity of All Active Tanks(gal):	23325

Tank Id:	Yes
Date Entered:	03/01/1993
Capacity (Gal):	2223
Chemical:	Methane, dichlorodifluoro-
Tank Closed:	00/00
Tank Status:	In Service
Tank Type:	Steel/carbon steel
Install Date:	00/70
Certified Date:	03/09/2001
CAS Number:	75718
Substance:	Single Hazardous Substance on DEC List
Tank Location:	ABOVEGROUND ON SADDLES LEGS, STILTS, RACK, OR CRADLE
Intrnl Protection:	None
Extrnl Protection:	Painted/Asphalt Coating
Pipe Location:	Aboveground
Pipe Type:	STEEL/IRON
Pipe Internal:	None
Pipe External:	1
Pipe Containment:	None
Tank Containment:	Vault (w/access)

KIAC PARTNERS (Continued) **S103559616**

Leak Detection:	Concrete Pad w/channels
Overfill Protection:	Product Level Gauge
Haz Percent:	100
Total Tanks:	2
Tank Secret:	False
Last Test:	Not reported
Due Date:	Not reported
Tank Error Status:	No Missing Data
SWIS Code:	6301
Lat/Long:	40|38|49 / 73|42|06
Pipe Flag:	False
Federal ID:	Not reported
Is Updated:	F
Renew Date:	/ /
Is It There:	F
Deliquent:	F
Date Expired:	03/05/95
Owner Mark:	1
Certificate Needs to be Printed:	False
Fiscal Amt for Registration Fee Correct:	True
Renewal Has Been Printed for Facility:	True
Pre-Printed Renewal App Last Printed:	12/15/2000
Total Capacity of All Active Tanks(gal):	23325

Click this hyperlink while viewing on your computer to access additional NY_AST_CBS: detail in the EDR Site Report.

NY Spills:

Site ID:	90184
Facility Addr2:	BUILDING 67
Facility ID:	0402498
Spill Number:	0402498
Facility Type:	ER
SWIS:	4101
Investigator:	SJMILLER
Referred To:	Not reported
Spill Date:	6/7/2004
Reported to Dept:	6/7/2004
CID:	406
Spill Cause:	Equipment Failure
Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Affected Persons
Cleanup Ceased:	Not reported
Cleanup Meets Std:	True
Last Inspection:	Not reported
Recommended Penalty:	Penalty Not Recommended
UST Trust:	False
Spill Class:	Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
Spill Closed Dt:	8/3/2004
Remediation Phase:	0
Date Entered In Computer:	6/7/2004
Spill Record Last Update:	8/11/2005
Spiller Name:	C. GEORGE
Spiller Company:	AMERICAN AIRLINES
Spiller Address:	JFK INT. AIRPORT

KIAC PARTNERS (Continued) **S103559616**

Spiller City,St,Zip:	JAMAICA, NY
Spiller Company:	001
Contact Name:	C. GEORGE
Contact Phone:	(718) 632-3718
DEC Region:	2
DER Facility ID:	297217
DEC Memo:	Prior to Sept, 2004 data translation this spill Lead_DEC Field was "MILLER" AFTER HOURS REPORT REASSIGNED TO MILLER. CONFIRMED CLEANUP WITH ALLIED ACCORDING TO SOP.
Remarks:	Fuel valve didn't shut off causing material to come out of the fuel vent right wing onto the ground. Spill was contained and cleaned up at 18:00.

Material:

Site ID:	90184
Operable Unit ID:	886233
Operable Unit:	01
Material ID:	490112
Material Code:	0011
Material Name:	Jet Fuel
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	15
Units:	Gallons
Recovered:	15
Resource Affected:	Not reported
Oxygenate:	False

Tank Test:

Site ID:	Not reported
Spill Tank Test:	Not reported
Tank Number:	Not reported
Tank Size:	Not reported
Test Method:	Not reported
Leak Rate:	Not reported
Gross Fail:	Not reported
Modified By:	Not reported
Last Modified:	Not reported
Test Method:	Not reported

Site ID:	90041
Facility Addr2:	BUILDING 67
Facility ID:	0202246
Spill Number:	0202246
Facility Type:	ER
SWIS:	4101
Investigator:	SJMILLER
Referred To:	Not reported
Spill Date:	6/1/2002
Reported to Dept:	6/1/2002
CID:	282
Spill Cause:	Human Error
Water Affected:	Not reported
Spill Source:	Commercial Vehicle
Spill Notifier:	Responsible Party
Cleanup Ceased:	Not reported

KIAC PARTNERS (Continued) **S103559616**

Cleanup Meets Std:	True
Last Inspection:	Not reported
Recommended Penalty:	Penalty Not Recommended
UST Trust:	False
Spill Class:	Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
Spill Closed Dt:	10/29/2002
Remediation Phase:	0
Date Entered In Computer:	6/1/2002
Spill Record Last Update:	8/12/2005
Spiller Name:	CHARLES GRANITA
Spiller Company:	GT USA
Spiller Address:	7462 RAILROAD AVE
Spiller City,St,Zip:	HANOVER, MD 21076-
Spiller Company:	001
Contact Name:	CHARLES GRANITA
Contact Phone:	(410) 766-8600
DEC Region:	2
DER Facility ID:	298061
DEC Memo:	Prior to Sept, 2004 data translation this spill Lead_DEC Field was "MILLER" OFF HOURS SPILL REPORT REASSIGNED TO MILLER: VERIFY CLEAN UP WITH PA.
Remarks:	DRIVER WAS BACKING UP TO A DOCK AND HIT AN EMBANKMENT.

Material:

Site ID:	90041
Operable Unit ID:	853081
Operable Unit:	01
Material ID:	520112
Material Code:	0008
Material Name:	Diesel
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	40
Units:	Gallons
Recovered:	40
Resource Affected:	Not reported
Oxygenate:	False

Tank Test:

Site ID:	Not reported
Spill Tank Test:	Not reported
Tank Number:	Not reported
Tank Size:	Not reported
Test Method:	Not reported
Leak Rate:	Not reported
Gross Fail:	Not reported
Modified By:	Not reported
Last Modified:	Not reported
Test Method:	Not reported

Click this hyperlink while viewing on your computer to access additional NY_SPILL: detail in the EDR Site Report.

CBS:

CBS Number:	2-000260

KIAC PARTNERS (Continued) **S103559616**

Program Type:	CBS
Dec Region:	2
Expiration Date:	2011/03/05
Facility Status:	Active
UTMX:	600507
UTMY:	4500766

29 HANGER 8 @COURTYARD **LTANKS S103940104**
WSW JFK AIRPORT **HIST LTANKS N/A**
1/4-1/2 JAMAICA, NY
0.441 mi.
2327 ft.

Relative: Higher

Actual: 13 ft.

LTANKS:

Site ID:	90490
Spill No:	9801293
Spill Date:	9/18/1987
Spill Cause:	Tank Test Failure
Spill Source:	Commercial/Industrial
Spill Class:	Known release that creates potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
Spill Closed Dt:	2/29/2000
Facility Addr2:	BUILDING 67
Cleanup Ceased:	Not reported
Cleanup Meets Standard:	False
SWIS:	4101
Investigator:	SJMILLER
Referred To:	Not reported
Reported to Dept:	4/29/1998
CID:	257
Water Affected:	Not reported
Spill Notifier:	Responsible Party
Last Inspection:	Not reported
Recommended Penalty:	Penalty Not Recommended
UST Involvement:	True
Remediation Phase:	0
Date Entered In Computer:	4/29/1998
Spill Record Last Update:	8/10/2005
Spiller Name:	TED WELLS
Spiller Company:	UNITED AIRLINES
Spiller Address:	JFK AIRPORT
Spiller City,St,Zip:	JAMAICA, NY 11430-
Spiller County:	001
Spiller Contact:	TED WELLS
Spiller Phone:	(847) 700-6322
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	297605
DEC Memo:	Prior to Sept, 2004 data translation this spill Lead_DEC Field was "MILLER" SEE CLOSED SPILL REPORT NO. 8909868 FOR ADDITIONAL INFORMATION. 2/29/2000, SPILL RESPONDER MILLER CLOSED SPILL REPORT 9801293. LETTER SENT TO UNITED, ET AL., ON 3/6/00. CLOSURE BASED ON COMPLETION OF STIPULATED CLEANUP (5/27/98), SUPPORTING SYSTEM PERFORMANCE REPORTS, UST CLOSURE REPORTS, POST-REMEDIAL SAMPLING/RESULTS REPORT. (SEE 3/6/00 LETTER FOR DETAILS.) SALIENT REMEDIAL FACTS: *NO MEASURABLE FREE PRODUCT ON WATER TABLE; *>450 TONS OF PET. CONT. SOIL REMOVED FROM SITE; *ALL CLOSED UST's AND OIL/WATER SEPARATORS REMOVED FROM SITE; *SITE-WIDE GROUND WATER

HANGER 8 @COURTYARD (Continued) **S103940104**

Remarks:	QUALITY GENERALLY MEETS STNDARDS WITH FEW (MINOR) EXCEEDANCES; *RESIDUAL/POST REMEDIATION SOILS SATISFY DEPARTMENT GUIDANCE; *VAPOR EXTRACTION REMOVED 50,000 POUNDS OF PET. HYDRO. BOTH GROUND WATER AND LAND WERE AFFECTED - ASSINED TO STEVE MILLER RESPONCIBLE PARTY AGREEMENT TO CLEANUP

Material:

Site ID:	90490
Operable Unit ID:	1058940
Operable Unit:	01
Material ID:	323227
Material Code:	0008
Material Name:	Diesel
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	4000
Units:	Gallons
Recovered:	4000
Resource Affected:	Not reported
Oxygenate:	False

Tank Test:

Site ID:	Not reported
Spill Tank Test:	Not reported
Tank Number:	Not reported
Tank Size:	Not reported
Test Method:	Not reported
Leak Rate:	Not reported
Gross Fail:	Not reported
Modified By:	Not reported
Last Modified:	Not reported
Test Method:	Not reported

HIST LTANKS:

Region of Spill:	2
Spill Number:	9801293
Spill Date:	09/18/1987
Spill Time:	18:00
Spill Cause:	Tank Test Failure
Resource Affectd:	On Land
Water Affected:	Not reported
Spill Source:	Other Commercial/Industrial
Spill Class:	Known release that creates potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
Spill Closed Dt:	02/29/00
Cleanup Ceased:	/ /
Cleanup Meets Standard:	False
Investigator:	MILLER
Caller Name:	Not reported
Caller Agency:	Not reported
Caller Phone:	Not reported
Caller Extension:	Not reported
Notifier Name:	Not reported
Notifier Agency:	Not reported
Notifier Phone:	Not reported

HANGER 8 @COURTYARD (Continued) **S103940104**

Notifier Extension: Not reported
Reported to Department Date: 04/29/98
Reported to Department Time: 15:34
SWIS: 63
Spiller Contact: TED WELLS
Spiller Phone: (847) 700-6322
Spiller Extention: Not reported
Spiller Name: UNITED AIRLINES
Spiller Address: JFK AIRPORT
Spiller City,St,Zip: JAMAICA, NY 11430-
Spiller Cleanup Date: / /
Facility Contact: TED WELLS
Facility Phone: (847) 700-6322
Facility Extention: Not reported
Spill Notifier: Responsible Party
PBS Number: 2-333204
Last Inspection: / /
Recommended Penalty: Penalty Not Recommended
Enforcement Date: / /
Investigation Complete: / /
UST Involvement: True
Date Region Sent Summary to Central Office: / /
Corrective Action Plan Submitted: / /
Date Spill Entered In Computer Data File: 04/29/98
Time Spill Entered In Computer Data File: Not reported
Spill Record Last Update: 03/06/00
Is Updated: False

Tank:
PBS Number: Not reported
Tank Number: Not reported
Tank Size: Not reported
Test Method: Not reported
Leak Rate Failed Tank: Not reported
Gross Leak Rate: Not reported

Material:
Material Class Type: Petroleum
Quantity Spilled: 4000
Unkonwn Quantity Spilled: False
Units: Gallons
Quantity Recovered: 4000
Unkonwn Quantity Recovered: False
Material: DIESEL
Class Type: DIESEL
Times Material Entry In File: 10625
CAS Number: Not reported
Last Date: 19940728
DEC Remarks: SEE CLOSED SPILL REPORT NO. 8909868 FOR ADDITIONAL INFORMATION. 2/29/2000, SPILL RESPONDER MILLER CLOSED SPILL REPORT 9801293. LETTER SENT TO UNITED, ET AL., ON 3/6/00. CLOSURE BASED ON COMPLETION OF STIPULATED CLEANUP 5/27/98), SUPPORTING SYSTEM PERFORMANCE REPORTS, UST CLOSURE REPORTS, POST-REMEDIAL SAMPLING/RESULTS REPORT. SEE 3/6/00 LETTER FOR DETAILS.) SALIENT REMEDIAL FACTS: *NO MEASURABLE FREE PRODUCT ON WATER TABLE; *>450 TONS OF PET. CONT. SOIL REMOVED FROM SITE; *ALL CLOSED USTs AND OIL/WATER SEPARATORS REMOVED FROM SITE; *SITE-WIDE GROUND WATER QUALITY GENERALLY MEETS STNDARDS WITH FEW MINOR) EXCEEDANCES; *RESIDUAL/POST REMEDIATION SOILS SATISFY DEPARTMENT

HANGER 8 @COURTYARD (Continued) **S103940104**

Spill Cause: GUIDANCE; *VAPOR EXTRACTION REMOVED 50,000 POUNDS OF PET. HYDRO. BOTH GROUND WATER AND LAND WERE AFFECTED - ASSINED TO STEVE MILLER RESPONCIBLE PARTY AGREEMENT TO CLEANUP

---

30 West 1/2-1 0.581 mi. 3069 ft.

PAN AM JET CENTER
BLG 208 JFK INTL AIRPORT
JAMAICA, NY 11430

CORRACTS 1000101654
RCRA-NonGen NYD072756513
FINDS
MANIFEST
MANIFEST

Relative: Higher

Actual: 12 ft.

CORRACTS:

EPA ID:	NYD072756513
EPA Region:	2
Area Name:	SITEWIDE
Actual Date:	4/19/1994
Action:	CA075LO - CA Prioritization, Facility or area was assigned a low corrective action priority
NAICS Code(s):	48111 Scheduled Air Transportation
Original schedule date:	Not reported
Schedule end date:	Not reported

EPA ID:	NYD072756513
EPA Region:	2
Area Name:	SITEWIDE
Actual Date:	9/22/1992
Action:	CA050 - RFA Completed
NAICS Code(s):	48111 Scheduled Air Transportation
Original schedule date:	Not reported
Schedule end date:	Not reported

RCRA-NonGen:

Date form received by agency:	01/01/2007
Facility name:	PAN AM JET CENTER
Facility address:	JFK INTL AIRPORT BLDG 208 JAMAICA, NY 11430
EPA ID:	NYD072756513
Mailing address:	JFK INTL AIRPORT BLDG 309 HGR 14 JAMAICA, NY 11430
Contact:	Not reported
Contact address:	JFK INTL AIRPORT BLDG 309 JAMAICA, NY 11430
Contact country:	US
Contact telephone:	Not reported
Contact email:	Not reported
EPA Region:	02
Land type:	Facility is not located on Indian land. Additional information is not known.
Classification:	Non-Generator
Description:	Handler: Non-Generators do not presently generate hazardous waste

Owner/Operator Summary:

Owner/operator name:	THE PORT AUTHORITY OF NY & NJ
Owner/operator address:	1 WORLD TRADE CENTER

PAN AM JET CENTER (Continued) **1000101654**

NEW YORK, NY 10048
Owner/operator country: US
Owner/operator telephone: (212) 466-7000
Legal status: Private
Owner/Operator Type: Owner
Owner/Op start date: Not reported
Owner/Op end date: Not reported

Owner/operator name: PAN AMERICAN WORLD AIRWAYS INC.
Owner/operator address: 200 PARK AVENUE
OPERCITY, NY 99999
Owner/operator country: US
Owner/operator telephone: (212) 880-1234
Legal status: Private
Owner/Operator Type: Operator
Owner/Op start date: Not reported
Owner/Op end date: Not reported

Handler accessibilty indicator: Transferred to the program or state equivalent.

Handler Activities Summary:
U.S. importer of hazardous waste: Unknown
Mixed waste (haz. and radioactive): Unknown
Recycler of hazardous waste: No
Transporter of hazardous waste: Unknown
Treater, storer or disposer of HW: No
Underground injection activity: No
On-site burner exemption: Unknown
Furnace exemption: Unknown
Used oil fuel burner: No
Used oil processor: No
User oil refiner: No
Used oil fuel marketer to burner: No
Used oil Specification marketer: No
Used oil transfer facility: No
Used oil transporter: No
Off-site waste receiver: Commercial status unknown

Historical Generators:
Date form received by agency: 01/01/2006
Facility name: PAN AM JET CENTER
Classification: Not a generator, verified

Date form received by agency: 07/08/1999
Facility name: PAN AM JET CENTER
Classification: Not a generator, verified

Date form received by agency: 06/28/1994
Facility name: PAN AM JET CENTER
Site name: PAN AMERICAN WORLD AIRWAYS INC DIP
Classification: Large Quantity Generator

Date form received by agency: 03/01/1990
Facility name: PAN AM JET CENTER
Site name: PAN AMERICAN WORLD AIRWAYS
Classification: Large Quantity Generator

PAN AM JET CENTER (Continued) **1000101654**

Date form received by agency: 11/19/1980
Facility name: PAN AM JET CENTER
Classification: Not a generator, verified

Date form received by agency: 08/18/1980
Facility name: PAN AM JET CENTER
Classification: Large Quantity Generator

Corrective Action Summary:
Event date: 09/22/1992
Event: RFA Completed

Event date: 04/19/1994
Event: CA Prioritization, Facility or area was assigned a low corrective action priority.

Facility Has Received Notices of Violations:
Regulation violated: Not reported
Area of violation: Generators - Records/Reporting
Date violation determined: 04/30/1993
Date achieved compliance: 10/26/1993
Violation lead agency: State
Enforcement action: INITIAL 3008(A) COMPLIANCE
Enforcement action date: 08/04/1993
Enf. disposition status: Not reported
Enf. disp. status date: Not reported
Enforcement lead agency: State
Proposed penalty amount: Not reported
Final penalty amount: 1200
Paid penalty amount: Not reported

Regulation violated: Not reported
Area of violation: Generators - Records/Reporting
Date violation determined: 04/30/1993
Date achieved compliance: 10/26/1993
Violation lead agency: State
Enforcement action: FINAL 3008(A) COMPLIANCE ORDER
Enforcement action date: 10/26/1993
Enf. disposition status: Not reported
Enf. disp. status date: Not reported
Enforcement lead agency: State
Proposed penalty amount: Not reported
Final penalty amount: Not reported
Paid penalty amount: Not reported

Regulation violated: Not reported
Area of violation: TSD - General
Date violation determined: 09/10/1990
Date achieved compliance: 08/14/1991
Violation lead agency: State
Enforcement action: INITIAL 3008(A) COMPLIANCE
Enforcement action date: 11/07/1990
Enf. disposition status: Not reported
Enf. disp. status date: Not reported
Enforcement lead agency: State
Proposed penalty amount: 43000

PAN AM JET CENTER (Continued) **1000101654**

Final penalty amount:	Not reported
Paid penalty amount:	Not reported
Regulation violated:	Not reported
Area of violation:	TSD - General
Date violation determined:	09/10/1990
Date achieved compliance:	08/14/1991
Violation lead agency:	State
Enforcement action:	FINAL 3008(A) COMPLIANCE ORDER
Enforcement action date:	05/21/1991
Enf. disposition status:	Not reported
Enf. disp. status date:	Not reported
Enforcement lead agency:	State
Proposed penalty amount:	Not reported
Final penalty amount:	30000
Paid penalty amount:	Not reported
Regulation violated:	Not reported
Area of violation:	Generators - Manifest
Date violation determined:	09/11/1989
Date achieved compliance:	08/14/1991
Violation lead agency:	State
Enforcement action:	Not reported
Enforcement action date:	Not reported
Enf. disposition status:	Not reported
Enf. disp. status date:	Not reported
Enforcement lead agency:	Not reported
Proposed penalty amount:	Not reported
Final penalty amount:	Not reported
Paid penalty amount:	Not reported
Regulation violated:	Not reported
Area of violation:	Generators - Manifest
Date violation determined:	09/06/1989
Date achieved compliance:	08/14/1991
Violation lead agency:	State
Enforcement action:	FINAL 3008(A) COMPLIANCE ORDER
Enforcement action date:	05/14/1990
Enf. disposition status:	Not reported
Enf. disp. status date:	Not reported
Enforcement lead agency:	State
Proposed penalty amount:	Not reported
Final penalty amount:	500
Paid penalty amount:	500
Regulation violated:	Not reported
Area of violation:	TSD - General
Date violation determined:	06/30/1989
Date achieved compliance:	08/14/1991
Violation lead agency:	State
Enforcement action:	WRITTEN INFORMAL
Enforcement action date:	06/30/1989
Enf. disposition status:	Not reported
Enf. disp. status date:	Not reported
Enforcement lead agency:	State
Proposed penalty amount:	Not reported
Final penalty amount:	Not reported

PAN AM JET CENTER (Continued) **1000101654**

Paid penalty amount:	Not reported
Regulation violated:	Not reported
Area of violation:	TSD - Closure/Post-Closure
Date violation determined:	02/17/1988
Date achieved compliance:	04/08/1988
Violation lead agency:	State
Enforcement action:	WRITTEN INFORMAL
Enforcement action date:	02/17/1988
Enf. disposition status:	Not reported
Enf. disp. status date:	Not reported
Enforcement lead agency:	State
Proposed penalty amount:	Not reported
Final penalty amount:	Not reported
Paid penalty amount:	Not reported
Regulation violated:	Not reported
Area of violation:	TSD - General
Date violation determined:	10/14/1987
Date achieved compliance:	05/18/1988
Violation lead agency:	State
Enforcement action:	WRITTEN INFORMAL
Enforcement action date:	02/10/1988
Enf. disposition status:	Not reported
Enf. disp. status date:	Not reported
Enforcement lead agency:	State
Proposed penalty amount:	Not reported
Final penalty amount:	Not reported
Paid penalty amount:	Not reported
Regulation violated:	Not reported
Area of violation:	TSD - General
Date violation determined:	05/20/1985
Date achieved compliance:	05/18/1988
Violation lead agency:	State
Enforcement action:	INITIAL 3008(A) COMPLIANCE
Enforcement action date:	11/28/1985
Enf. disposition status:	Not reported
Enf. disp. status date:	Not reported
Enforcement lead agency:	State
Proposed penalty amount:	Not reported
Final penalty amount:	Not reported
Paid penalty amount:	Not reported
Regulation violated:	Not reported
Area of violation:	TSD - General
Date violation determined:	04/29/1985
Date achieved compliance:	05/18/1988
Violation lead agency:	State
Enforcement action:	WRITTEN INFORMAL
Enforcement action date:	11/28/1985
Enf. disposition status:	Not reported
Enf. disp. status date:	Not reported
Enforcement lead agency:	State
Proposed penalty amount:	Not reported
Final penalty amount:	Not reported
Paid penalty amount:	Not reported

PAN AM JET CENTER (Continued) **1000101654**

Regulation violated: Not reported
Area of violation: TSD - General
Date violation determined: 03/30/1984
Date achieved compliance: 05/20/1985
Violation lead agency: State
Enforcement action: WRITTEN INFORMAL
Enforcement action date: 08/10/1984
Enf. disposition status: Not reported
Enf. disp. status date: Not reported
Enforcement lead agency: State
Proposed penalty amount: Not reported
Final penalty amount: Not reported
Paid penalty amount: Not reported

Regulation violated: Not reported
Area of violation: TSD - Financial Requirements
Date violation determined: 01/12/1983
Date achieved compliance: 02/22/1984
Violation lead agency: EPA
Enforcement action: FINAL 3008(A) COMPLIANCE ORDER
Enforcement action date: 01/09/1984
Enf. disposition status: Not reported
Enf. disp. status date: Not reported
Enforcement lead agency: EPA
Proposed penalty amount: Not reported
Final penalty amount: 5000
Paid penalty amount: 5000

Regulation violated: Not reported
Area of violation: TSD - General
Date violation determined: 01/12/1983
Date achieved compliance: 02/22/1984
Violation lead agency: EPA
Enforcement action: FINAL 3008(A) COMPLIANCE ORDER
Enforcement action date: 01/09/1984
Enf. disposition status: Not reported
Enf. disp. status date: Not reported
Enforcement lead agency: EPA
Proposed penalty amount: Not reported
Final penalty amount: 5000
Paid penalty amount: 5000

Regulation violated: Not reported
Area of violation: TSD - General
Date violation determined: 01/12/1983
Date achieved compliance: 02/22/1984
Violation lead agency: EPA
Enforcement action: INITIAL 3008(A) COMPLIANCE
Enforcement action date: 05/19/1983
Enf. disposition status: Not reported
Enf. disp. status date: Not reported
Enforcement lead agency: EPA
Proposed penalty amount: 17500
Final penalty amount: Not reported
Paid penalty amount: Not reported

Regulation violated: Not reported

PAN AM JET CENTER (Continued) **1000101654**

Area of violation: TSD - Financial Requirements
Date violation determined: 01/12/1983
Date achieved compliance: 02/22/1984
Violation lead agency: EPA
Enforcement action: INITIAL 3008(A) COMPLIANCE
Enforcement action date: 05/19/1983
Enf. disposition status: Not reported
Enf. disp. status date: Not reported
Enforcement lead agency: EPA
Proposed penalty amount: 17500
Final penalty amount: Not reported
Paid penalty amount: Not reported

Evaluation Action Summary:
Evaluation date: 04/30/1993
Evaluation: NON-FINANCIAL RECORD REVIEW
Area of violation: Generators - Records/Reporting
Date achieved compliance: 10/26/1993
Evaluation lead agency: State

Evaluation date: 05/05/1992
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
Area of violation: Not reported
Date achieved compliance: Not reported
Evaluation lead agency: EPA

Evaluation date: 06/27/1990
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
Area of violation: TSD - General
Date achieved compliance: 08/14/1991
Evaluation lead agency: State

Evaluation date: 09/11/1989
Evaluation: NON-FINANCIAL RECORD REVIEW
Area of violation: Generators - Manifest
Date achieved compliance: 08/14/1991
Evaluation lead agency: State

Evaluation date: 09/06/1989
Evaluation: NON-FINANCIAL RECORD REVIEW
Area of violation: Generators - Manifest
Date achieved compliance: 08/14/1991
Evaluation lead agency: State

Evaluation date: 03/31/1989
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
Area of violation: TSD - General
Date achieved compliance: 08/14/1991
Evaluation lead agency: State

Evaluation date: 04/29/1988
Evaluation: NON-FINANCIAL RECORD REVIEW
Area of violation: Not reported
Date achieved compliance: Not reported
Evaluation lead agency: State

Evaluation date: 02/17/1988

PAN AM JET CENTER (Continued) **1000101654**

Evaluation: NON-FINANCIAL RECORD REVIEW
Area of violation: TSD - Closure/Post-Closure
Date achieved compliance: 04/08/1988
Evaluation lead agency: State

Evaluation date: 10/14/1987
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
Area of violation: TSD - General
Date achieved compliance: 05/18/1988
Evaluation lead agency: State

Evaluation date: 05/20/1985
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
Area of violation: TSD - General
Date achieved compliance: 05/18/1988
Evaluation lead agency: State

Evaluation date: 04/29/1985
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
Area of violation: TSD - General
Date achieved compliance: 05/18/1988
Evaluation lead agency: State

Evaluation date: 03/30/1984
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
Area of violation: TSD - General
Date achieved compliance: 05/20/1985
Evaluation lead agency: State

Evaluation date: 01/12/1983
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
Area of violation: TSD - Financial Requirements
Date achieved compliance: 02/22/1984
Evaluation lead agency: EPA

Evaluation date: 01/12/1983
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
Area of violation: TSD - General
Date achieved compliance: 02/22/1984
Evaluation lead agency: EPA

FINDS:

Registry ID: 110008005087

Environmental Interest/Information System

US EPA TRIS (Toxics Release Inventory System) contains information from facilities on the amounts of over 300 listed toxic chemicals that these facilities release directly to air, water, land, or that are transported off-site.

US National Pollutant Discharge Elimination System (NPDES) module of the Compliance Information System (ICIS) tracks surface water permits issued under the Clean Water Act. Under NPDES, all facilities that discharge pollutants from any point source into waters of the United States are required to obtain a permit. The permit will likely contain limits on what can be discharged, impose monitoring and reporting requirements, and include other provisions to ensure that the

PAN AM JET CENTER (Continued) **1000101654**

discharge does not adversely affect water quality.

RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

PCS (Permit Compliance System) is a computerized management information system that contains data on National Pollutant Discharge Elimination System (NPDES) permit holding facilities. PCS tracks the permit, compliance, and enforcement status of NPDES facilities.

NY MANIFEST:

EPA ID:	NYD072756513
Country:	USA
Mailing Name:	PAN AMERICAN WORLD AIRWAYS
Mailing Contact:	COLE ROBIN BLDG SVCS MANA
Mailing Address:	DI 24 LINK DRIVE
Mailing Address 2:	Not reported
Mailing City:	ROCKLEIGH
Mailing State:	NJ
Mailing Zip:	07647
Mailing Zip4:	Not reported
Mailing Country:	USA
Mailing Phone:	212-632-4175

Document ID:	NYA3041471
Manifest Status:	Completed copy
Trans1 State ID:	V34410
Trans2 State ID:	Not reported
Generator Ship Date:	861205
Trans1 Recv Date:	861205
Trans2 Recv Date:	Not reported
TSD Site Recv Date:	861205
Part A Recv Date:	861212
Part B Recv Date:	861212
Generator EPA ID:	NYD072756513
Trans1 EPA ID:	NYD000691949
Trans2 EPA ID:	Not reported
TSDF ID:	NYD000691949
Waste Code:	F006 - WW TREAT SL FM ELECTROPLATING OPER
Quantity:	04790
Units:	G - Gallons (liquids only)* (8.3 pounds)
Number of Containers:	001
Container Type:	TT - Cargo tank, tank trucks
Handling Method:	T Chemical, physical, or biological treatment.
Specific Gravity:	100
Year:	86

Document ID:	NYA3041526
Manifest Status:	Completed copy
Trans1 State ID:	V34410

PAN AM JET CENTER (Continued) **1000101654**

Trans2 State ID:	Not reported
Generator Ship Date:	861205
Trans1 Recv Date:	861205
Trans2 Recv Date:	Not reported
TSD Site Recv Date:	861205
Part A Recv Date:	861212
Part B Recv Date:	861212
Generator EPA ID:	NYD072756513
Trans1 EPA ID:	NYD000691949
Trans2 EPA ID:	Not reported
TSDF ID:	NYD000691949
Waste Code:	F006 - WW TREAT SL FM ELECTROPLATING OPER
Quantity:	05481
Units:	G - Gallons (liquids only)* (8.3 pounds)
Number of Containers:	001
Container Type:	TT - Cargo tank, tank trucks
Handling Method:	T Chemical, physical, or biological treatment.
Specific Gravity:	100
Year:	86

Document ID:	PAB2704030
Manifest Status:	Completed copy
Trans1 State ID:	PA-AH0175
Trans2 State ID:	PA-AH
Generator Ship Date:	860116
Trans1 Recv Date:	860116
Trans2 Recv Date:	Not reported
TSD Site Recv Date:	860117
Part A Recv Date:	860124
Part B Recv Date:	860124
Generator EPA ID:	NYD072756513
Trans1 EPA ID:	NJD038590725
Trans2 EPA ID:	Not reported
TSDF ID:	PAD000731026
Waste Code:	F006 - WW TREAT SL FM ELECTROPLATING OPER
Quantity:	04980
Units:	G - Gallons (liquids only)* (8.3 pounds)
Number of Containers:	001
Container Type:	TT - Cargo tank, tank trucks
Handling Method:	L Landfill.
Specific Gravity:	100
Year:	86

Document ID:	PAB2704015
Manifest Status:	Completed copy
Trans1 State ID:	PA-AH0067
Trans2 State ID:	PA-AH
Generator Ship Date:	860109
Trans1 Recv Date:	860109
Trans2 Recv Date:	Not reported
TSD Site Recv Date:	860109
Part A Recv Date:	860127
Part B Recv Date:	860117
Generator EPA ID:	NYD072756513
Trans1 EPA ID:	NJD054126164

PAN AM JET CENTER (Continued) **1000101654**

Trans2 EPA ID:	Not reported
TSDF ID:	PAD085690592
Waste Code:	D002 - NON-LISTED CORROSIVE WASTES
Quantity:	00605
Units:	G - Gallons (liquids only)* (8.3 pounds)
Number of Containers:	011
Container Type:	DM - Metal drums, barrels
Handling Method:	L Landfill.
Specific Gravity:	100
Waste Code:	Not reported
Quantity:	00330
Units:	G - Gallons (liquids only)* (8.3 pounds)
Number of Containers:	006
Container Type:	DM - Metal drums, barrels
Handling Method:	L Landfill.
Specific Gravity:	100
Waste Code:	Not reported
Quantity:	06000
Units:	P - Pounds
Number of Containers:	012
Container Type:	DM - Metal drums, barrels
Handling Method:	L Landfill.
Specific Gravity:	100
Year:	86

Document ID:	MDC0038734
Manifest Status:	Completed after the designated time period for a TSDF to get a copy to the DEC
Trans1 State ID:	NHW16786A
Trans2 State ID:	Not reported
Generator Ship Date:	861001
Trans1 Recv Date:	861001
Trans2 Recv Date:	Not reported
TSD Site Recv Date:	861002
Part A Recv Date:	861030
Part B Recv Date:	861014
Generator EPA ID:	NYD072756513
Trans1 EPA ID:	NJD054126164
Trans2 EPA ID:	Not reported
TSDF ID:	MDD000218008
Waste Code:	D001 - NON-LISTED IGNITABLE WASTES
Quantity:	01100
Units:	G - Gallons (liquids only)* (8.3 pounds)
Number of Containers:	020
Container Type:	DM - Metal drums, barrels
Handling Method:	R Material recovery of more than 75 percent of the total material.
Specific Gravity:	100
Waste Code:	Not reported
Quantity:	00165
Units:	G - Gallons (liquids only)* (8.3 pounds)
Number of Containers:	003
Container Type:	DM - Metal drums, barrels
Handling Method:	R Material recovery of more than 75 percent of the total material.
Specific Gravity:	100
Waste Code:	Not reported
Quantity:	00110
Units:	G - Gallons (liquids only)* (8 3 pounds)

PAN AM JET CENTER (Continued) **1000101654**

Number of Containers: 002
Container Type: DM - Metal drums, barrels
Handling Method: R Material recovery of more than 75 percent of the total material.
Specific Gravity: 100
Waste Code: Not reported
Quantity: 00550
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 010
Container Type: DM - Metal drums, barrels
Handling Method: R Material recovery of more than 75 percent of the total material.
Specific Gravity: 100
Year: 86

Document ID: PAB2162510
Manifest Status: Completed after the designated time period for a TSDF to get a copy to the DEC
Trans1 State ID: PA-AH0067
Trans2 State ID: Not reported
Generator Ship Date: 860924
Trans1 Recv Date: 860924
Trans2 Recv Date: Not reported
TSD Site Recv Date: 860924
Part A Recv Date: 860930
Part B Recv Date: 861031
Generator EPA ID: NYD072756513
Trans1 EPA ID: NJD054126164
Trans2 EPA ID: Not reported
TSDF ID: PAD085690592
Waste Code: D002 - NON-LISTED CORROSIVE WASTES
Quantity: 01595
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 029
Container Type: DM - Metal drums, barrels
Handling Method: T Chemical, physical, or biological treatment.
Specific Gravity: 100
Year: 86

Document ID: NJA0302729
Manifest Status: Completed copy
Trans1 State ID: NJDEPS226
Trans2 State ID: Not reported
Generator Ship Date: 870619
Trans1 Recv Date: 870619
Trans2 Recv Date: Not reported
TSD Site Recv Date: 870619
Part A Recv Date: 870626
Part B Recv Date: 870707
Generator EPA ID: NYD072756513
Trans1 EPA ID: NJD054126164
Trans2 EPA ID: Not reported
TSDF ID: NJD981133150
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Quantity: 02348
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 001
Container Type: TT - Cargo tank, tank trucks

PAN AM JET CENTER (Continued) **1000101654**

Handling Method: T Chemical, physical, or biological treatment.
Specific Gravity: 100
Year: 87

Document ID: NJA0302665
Manifest Status: Completed copy
Trans1 State ID: NJDEPS226
Trans2 State ID: Not reported
Generator Ship Date: 870519
Trans1 Recv Date: 870519
Trans2 Recv Date: Not reported
TSD Site Recv Date: 870520
Part A Recv Date: 870527
Part B Recv Date: 870603
Generator EPA ID: NYD072756513
Trans1 EPA ID: NJD054126164
Trans2 EPA ID: Not reported
TSDF ID: NJD981133150
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Quantity: 02839
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 001
Container Type: TT - Cargo tank, tank trucks
Handling Method: T Chemical, physical, or biological treatment.
Specific Gravity: 100
Year: 87

Document ID: NYA6270147
Manifest Status: Completed copy
Trans1 State ID: 23561B
Trans2 State ID: Not reported
Generator Ship Date: 871201
Trans1 Recv Date: 871201
Trans2 Recv Date: Not reported
TSD Site Recv Date: 871201
Part A Recv Date: 871209
Part B Recv Date: 871209
Generator EPA ID: NYD072756513
Trans1 EPA ID: NYD000691949
Trans2 EPA ID: Not reported
TSDF ID: NYD000691949
Waste Code: P029 - COPPER CYANIDES
Quantity: 00300
Units: P - Pounds
Number of Containers: 001
Container Type: DM - Metal drums, barrels
Handling Method: T Chemical, physical, or biological treatment.
Specific Gravity: 100
Waste Code: Not reported
Quantity: 00300
Units: P - Pounds
Number of Containers: 001
Container Type: DM - Metal drums, barrels
Handling Method: T Chemical, physical, or biological treatment.
Specific Gravity: 100

PAN AM JET CENTER (Continued) **1000101654**

Waste Code:	Not reported
Quantity:	00004
Units:	Y - Cubic yards* (.85 tons)
Number of Containers:	012
Container Type:	DM - Metal drums, barrels
Handling Method:	T Chemical, physical, or biological treatment.
Specific Gravity:	100
Waste Code:	Not reported
Quantity:	00550
Units:	G - Gallons (liquids only)* (8.3 pounds)
Number of Containers:	010
Container Type:	DM - Metal drums, barrels
Handling Method:	T Chemical, physical, or biological treatment.
Specific Gravity:	100
Year:	87

Document ID:	MDC0075774
Manifest Status:	Completed copy
Trans1 State ID:	HWH16787A
Trans2 State ID:	HWH996
Generator Ship Date:	870626
Trans1 Recv Date:	870626
Trans2 Recv Date:	Not reported
TSD Site Recv Date:	870626
Part A Recv Date:	870701
Part B Recv Date:	870709
Generator EPA ID:	NYD072756513
Trans1 EPA ID:	NJD054126164
Trans2 EPA ID:	Not reported
TSDF ID:	MDD000218008
Waste Code:	D001 - NON-LISTED IGNITABLE WASTES
Quantity:	05462
Units:	G - Gallons (liquids only)* (8.3 pounds)
Number of Containers:	001
Container Type:	TT - Cargo tank, tank trucks
Handling Method:	R Material recovery of more than 75 percent of the total material.
Specific Gravity:	100
Year:	87

Document ID:	NJA0302903
Manifest Status:	Completed copy
Trans1 State ID:	NJDEP2265
Trans2 State ID:	Not reported
Generator Ship Date:	870511
Trans1 Recv Date:	870511
Trans2 Recv Date:	Not reported
TSD Site Recv Date:	870511
Part A Recv Date:	870519
Part B Recv Date:	870528
Generator EPA ID:	NYD072756513
Trans1 EPA ID:	NJD054126164
Trans2 EPA ID:	Not reported
TSDF ID:	NJD981133150
Waste Code:	D001 - NON-LISTED IGNITABLE WASTES
Quantity:	03882

PAN AM JET CENTER (Continued) **1000101654**

Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 001
Container Type: TT - Cargo tank, tank trucks
Handling Method: T Chemical, physical, or biological treatment.
Specific Gravity: 100
Year: 87

Document ID: PAB3848880
Manifest Status: Completed after the designated time period for a TSDF to get a copy to the DEC
Trans1 State ID: PA-AH0067
Trans2 State ID: PA-AH
Generator Ship Date: 870915
Trans1 Recv Date: 870915
Trans2 Recv Date: Not reported
TSD Site Recv Date: 870915
Part A Recv Date: 870925
Part B Recv Date: 871105
Generator EPA ID: NYD072756513
Trans1 EPA ID: NJD054126164
Trans2 EPA ID: Not reported
TSDF ID: PAD085690592
Waste Code: F006 - WW TREAT SL FM ELECTROPLATING OPER
Quantity: 05111
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 001
Container Type: TT - Cargo tank, tank trucks
Handling Method: T Chemical, physical, or biological treatment.
Specific Gravity: 100
Year: 87

Document ID: NYA3446256
Manifest Status: Completed copy
Trans1 State ID: JA113
Trans2 State ID: Not reported
Generator Ship Date: 870213
Trans1 Recv Date: 870213
Trans2 Recv Date: Not reported
TSD Site Recv Date: 870213
Part A Recv Date: 870224
Part B Recv Date: 870228
Generator EPA ID: NYD072756513
Trans1 EPA ID: NJD054126164
Trans2 EPA ID: Not reported
TSDF ID: PAD000731026
Waste Code: F006 - WW TREAT SL FM ELECTROPLATING OPER
Quantity: 04978
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 001
Container Type: TT - Cargo tank, tank trucks
Handling Method: T Chemical, physical, or biological treatment.
Specific Gravity: 100
Year: 87

Document ID: NYA6270111

PAN AM JET CENTER (Continued) **1000101654**

Manifest Status:	Completed copy
Trans1 State ID:	000000000
Trans2 State ID:	Not reported
Generator Ship Date:	871201
Trans1 Recv Date:	871201
Trans2 Recv Date:	Not reported
TSD Site Recv Date:	871201
Part A Recv Date:	871209
Part B Recv Date:	871209
Generator EPA ID:	NYD072756513
Trans1 EPA ID:	NYD000691949
Trans2 EPA ID:	Not reported
TSDF ID:	NYD000691949
Waste Code:	F002 - HALO SOLV + STILL BOTTOMS FM REC OF SOLV
Quantity:	00990
Units:	G - Gallons (liquids only)* (8.3 pounds)
Number of Containers:	018
Container Type:	DM - Metal drums, barrels
Handling Method:	T Chemical, physical, or biological treatment.
Specific Gravity:	100
Waste Code:	Not reported
Quantity:	00001
Units:	Y - Cubic yards* (.85 tons)
Number of Containers:	003
Container Type:	DM - Metal drums, barrels
Handling Method:	L Landfill.
Specific Gravity:	100
Waste Code:	Not reported
Quantity:	00055
Units:	G - Gallons (liquids only)* (8.3 pounds)
Number of Containers:	001
Container Type:	DM - Metal drums, barrels
Handling Method:	T Chemical, physical, or biological treatment.
Specific Gravity:	100
Year:	87

Document ID:	NYA6269517
Manifest Status:	Completed copy
Trans1 State ID:	V34410
Trans2 State ID:	Not reported
Generator Ship Date:	871121
Trans1 Recv Date:	871121
Trans2 Recv Date:	Not reported
TSD Site Recv Date:	871121
Part A Recv Date:	871130
Part B Recv Date:	871130
Generator EPA ID:	NYD072756513
Trans1 EPA ID:	NYD000691949
Trans2 EPA ID:	Not reported
TSDF ID:	NYD000691949
Waste Code:	F006 - WW TREAT SL FM ELECTROPLATING OPER
Quantity:	05200
Units:	G - Gallons (liquids only)* (8.3 pounds)
Number of Containers:	001
Container Type:	TT - Cargo tank, tank trucks
Handling Method:	T Chemical, physical, or biological treatment.

PAN AM JET CENTER (Continued) **1000101654**

Specific Gravity: 100
Year: 87

Document ID: NJA0302664
Manifest Status: Completed copy
Trans1 State ID: NJDEPS226
Trans2 State ID: Not reported
Generator Ship Date: 870529
Trans1 Recv Date: 870529
Trans2 Recv Date: Not reported
TSD Site Recv Date: 870529
Part A Recv Date: 870604
Part B Recv Date: 870616
Generator EPA ID: NYD072756513
Trans1 EPA ID: NJD054126164
Trans2 EPA ID: Not reported
TSDF ID: NJD981133150
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Quantity: 04200
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 001
Container Type: TT - Cargo tank, tank trucks
Handling Method: T Chemical, physical, or biological treatment.
Specific Gravity: 100
Year: 87

Document ID: NYB5457096
Manifest Status: Completed copy
Trans1 State ID: TM15212
Trans2 State ID: Not reported
Generator Ship Date: 921217
Trans1 Recv Date: 921217
Trans2 Recv Date: Not reported
TSD Site Recv Date: 921217
Part A Recv Date: 921230
Part B Recv Date: 921230
Generator EPA ID: NYD072756513
Trans1 EPA ID: PAD982661381
Trans2 EPA ID: Not reported
TSDF ID: NYD000691949
Waste Code: D002 - NON-LISTED CORROSIVE WASTES
Quantity: 02735
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 001
Container Type: TT - Cargo tank, tank trucks
Handling Method: T Chemical, physical, or biological treatment.
Specific Gravity: 100
Year: 92

Document ID: NYB5457024
Manifest Status: Completed copy
Trans1 State ID: PATM15208
Trans2 State ID: Not reported
Generator Ship Date: 921216

PAN AM JET CENTER (Continued) **1000101654**

Trans1 Recv Date:	921216
Trans2 Recv Date:	Not reported
TSD Site Recv Date:	921217
Part A Recv Date:	921230
Part B Recv Date:	921230
Generator EPA ID:	NYD072756513
Trans1 EPA ID:	PAD982661381
Trans2 EPA ID:	Not reported
TSDF ID:	NYD000691949
Waste Code:	F007 - PLATING BATH SOL FM ELECTROPLATING OPER
Quantity:	03852
Units:	G - Gallons (liquids only)* (8.3 pounds)
Number of Containers:	001
Container Type:	TT - Cargo tank, tank trucks
Handling Method:	T Chemical, physical, or biological treatment.
Specific Gravity:	100
Year:	92

Document ID:	NYB5457042
Manifest Status:	Completed copy
Trans1 State ID:	T339CLNJ
Trans2 State ID:	Not reported
Generator Ship Date:	921217
Trans1 Recv Date:	921217
Trans2 Recv Date:	Not reported
TSD Site Recv Date:	921217
Part A Recv Date:	921230
Part B Recv Date:	921230
Generator EPA ID:	NYD072756513
Trans1 EPA ID:	PAD982661381
Trans2 EPA ID:	Not reported
TSDF ID:	NYD000691949
Waste Code:	D002 - NON-LISTED CORROSIVE WASTES
Quantity:	05500
Units:	G - Gallons (liquids only)* (8.3 pounds)
Number of Containers:	001
Container Type:	TT - Cargo tank, tank trucks
Handling Method:	T Chemical, physical, or biological treatment.
Specific Gravity:	100
Year:	92

Document ID:	NYB4134789
Manifest Status:	Completed copy
Trans1 State ID:	TW98450
Trans2 State ID:	Not reported
Generator Ship Date:	920521
Trans1 Recv Date:	920521
Trans2 Recv Date:	Not reported
TSD Site Recv Date:	920521
Part A Recv Date:	Not reported
Part B Recv Date:	920605
Generator EPA ID:	NYD072756513
Trans1 EPA ID:	PAD982661381
Trans2 EPA ID:	Not reported
TSDF ID:	NYD000691949

PAN AM JET CENTER (Continued) **1000101654**

Waste Code:	D002 - NON-LISTED CORROSIVE WASTES
Quantity:	03843
Units:	G - Gallons (liquids only)* (8.3 pounds)
Number of Containers:	001
Container Type:	TT - Cargo tank, tank trucks
Handling Method:	T Chemical, physical, or biological treatment.
Specific Gravity:	100
Year:	92

Click this hyperlink while viewing on your computer to access
447 additional NY_MANIFEST: record(s) in the EDR Site Report.

MANIFEST:

GEN Cert Date:	12/8/1993
Transporter Recpt Date:	Not reported
Number Of Containers:	0
Container Type:	Not reported
Waste Code1:	F007
Waste Code2:	F006
Waste Code3:	F001
Comment:	Not reported
Fee Exempt Code:	Not reported
TSDF Name:	NORTHLAND ENVIRONMENTAL INC
TSDF ID:	RID040098352
TSDF Date:	Not reported
Date Imported:	9/27/1994
Transporter 2 Name:	Not reported
Transporter 2 ID:	Not reported
Manifest Docket Number:	Not reported
Waste Description:	Not reported
Quantity:	Not reported
WT/Vol Units:	Not reported
Item Number:	Not reported
Transporter Name:	Not reported
Transporter EPA ID:	Not reported
GEN Cert Date:	Not reported
Transporter Recpt Date:	Not reported
Transporter 2 Recpt Date:	Not reported
TSDF Recpt Date:	Not reported
EPA ID:	Not reported
Transporter 2 ID:	Not reported

Count: 20 records.

ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)
BLDG 111 JFK AIR JAM	1000446669	FEDERAL AVIATION ADMINISTRATION	PROCUREMENT BRANCH FITZERALD	11430	CERCLIS,MANIFEST,FINDS,RCRA-N
JAMAICA	1001233277	SHEROV INTERNATIONAL BUYERS	BLDG 78 N BOUNDARY RD	11430	FINDS,MANIFEST,RCRA-NLR
JAMAICA	1006810656	TSA AT JOHN F KENNEDY INTERNATIONA	230 -59 ROCKAWAY BLVD	11413	FINDS,MANIFEST,RCRA-LQG
JAMAICA	1007112169	SLATTERY ARTC	JFK ARPRT E HANGER RD BLDG 214	11430	RCRA-NLR
JAMAICA	1007112668	NYSDOT	NB VAN WYCK RAMP TO QUEENS BLV		RCRA-CESQG,MANIFEST,MANIFEST
JAMAICA	1007813153	PAN AM - BLDG 208-JFK INTL AIRPORT	JFK INTERNATIONAL AIRPORT	11430	FINDS
JAMAICA	1008217322	JFK AIRPORT BUILDING 207	BUILDING 207	11430	FINDS
JAMAICA	1009225661	AMERICAN EAGLE AIRLINES	JFK AIRPORT BLD 56 TERMINAL 9	11430	MANIFEST
JAMAICA	1009598552	J.F.K. INT'L. AIRPORT FUEL STORAGE	J.F.K. INT'L AIRPORT (BULK FUE	11430	FINDS
JAMAICA	1010414513	LUFTHANSA CARGO - JFK AIRPORT	BLDG 23A	11430	FTTS
JAMAICA	1010682639	JFK INTERNATIONAL AIRPORT	JOHN F KENNEDY EXPRY	11430	FINDS
JAMAICA	1011495187	JFK AIRPORT BUILDING 207	BUILDING 207 JAMAICA NY 1	11430	ICIS
QUEENS	1011863417	NYSDOT BIN 1075610	RTE 907D OVER I-878	11430	RCRA-LQG
QUEENS	1011863418	NYSDOT BIN 1076390	I-878 OVER RTE 907D	11430	RCRA-LQG
JAMAICA	1011863481	NYSDOT BIN 1073020	NASSAU EXPWY RTE 878 OVER S	11430	RCRA-LQG
JAMAICA	1011863482	NYSDOT BIN 1073060	JFK EXPY NB TO NASSAU EXPY EB	11430	RCRA-LQG
QUEENS	1011974210	JFK INTERNATIONAL AIRPORT	NORTH HANGAR RDHANGARS 3, 4,	11430	FINDS
JAMAICA	1011974331	JFK INTERNATIONAL AIRPORT	215 E HANGAR RD	11430	FINDS
JAMAICA	1011974931	UNITED AIRLINES --BLDG 22A JFK	BLDG 22A - KENNEDY INTERNATION	11430	FINDS
QUEENS	1012130457	MTA JFK DEPOT	165-25 147 AVENUE	11434	FINDS

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

To maintain currency of the following federal and state databases, EDR contacts the appropriate governmental agency on a monthly or quarterly basis, as required.

Number of Days to Update: Provides confirmation that EDR is reporting records that have been updated within 90 days from the date the government agency made the information available to the public.

STANDARD ENVIRONMENTAL RECORDS

Federal NPL site list

NPL: National Priority List
National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices.

Date of Government Version: 07/02/2010
Date Data Arrived at EDR: 07/14/2010
Date Made Active in Reports: 10/04/2010
Number of Days to Update: 82

Source: EPA
Telephone: N/A
Last EDR Contact: 01/13/2011
Next Scheduled EDR Contact: 04/25/2011
Data Release Frequency: Quarterly

NPL Site Boundaries

Sources:

EPA's Environmental Photographic Interpretation Center (EPIC)
Telephone: 202-564-7333

EPA Region 1
Telephone 617-918-1143

EPA Region 6
Telephone: 214-655-6659

EPA Region 3
Telephone 215-814-5418

EPA Region 7
Telephone: 913-551-7247

EPA Region 4
Telephone 404-562-8033

EPA Region 8
Telephone: 303-312-6774

EPA Region 5
Telephone 312-886-6686

EPA Region 9
Telephone: 415-947-4246

EPA Region 10
Telephone 206-553-8665

Proposed NPL: Proposed National Priority List Sites
A site that has been proposed for listing on the National Priorities List through the issuance of a proposed rule in the Federal Register. EPA then accepts public comments on the site, responds to the comments, and places on the NPL those sites that continue to meet the requirements for listing.

Date of Government Version: 07/02/2010
Date Data Arrived at EDR: 07/14/2010
Date Made Active in Reports: 10/04/2010
Number of Days to Update: 82

Source: EPA
Telephone: N/A
Last EDR Contact: 01/13/2011
Next Scheduled EDR Contact: 04/25/2011
Data Release Frequency: Quarterly

NPL LIENS: Federal Superfund Liens
Federal Superfund Liens. Under the authority granted the USEPA by CERCLA of 1980, the USEPA has the authority to file liens against real property in order to recover remedial action expenditures or when the property owner received notification of potential liability. USEPA compiles a listing of filed notices of Superfund Liens.

Date of Government Version: 10/15/1991
Date Data Arrived at EDR: 02/02/1994
Date Made Active in Reports: 03/30/1994
Number of Days to Update: 56

Source: EPA
Telephone: 202-564-4267
Last EDR Contact: 11/22/2010
Next Scheduled EDR Contact: 02/28/2011
Data Release Frequency: No Update Planned

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Federal Delisted NPL site list

DELISTED NPL: National Priority List Deletions

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate.

Date of Government Version: 07/02/2010
Date Data Arrived at EDR: 07/14/2010
Date Made Active in Reports: 10/04/2010
Number of Days to Update: 82

Source: EPA
Telephone: N/A
Last EDR Contact: 01/13/2011
Next Scheduled EDR Contact: 04/25/2011
Data Release Frequency: Quarterly

Federal CERCLIS list

CERCLIS: Comprehensive Environmental Response, Compensation, and Liability Information System

CERCLIS contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). CERCLIS contains sites which are either proposed to or on the National Priorities List (NPL) and sites which are in the screening and assessment phase for possible inclusion on the NPL.

Date of Government Version: 01/29/2010
Date Data Arrived at EDR: 02/09/2010
Date Made Active in Reports: 04/12/2010
Number of Days to Update: 62

Source: EPA
Telephone: 703-412-9810
Last EDR Contact: 12/30/2010
Next Scheduled EDR Contact: 04/11/2011
Data Release Frequency: Quarterly

FEDERAL FACILITY: Federal Facility Site Information listing

A listing of National Priority List (NPL) and Base Realignment and Closure (BRAC) sites found in the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) Database where EPAa??s Federal Facilities Restoration and Reuse Office is involved in cleanup activities.

Date of Government Version: 06/23/2009
Date Data Arrived at EDR: 01/15/2010
Date Made Active in Reports: 02/10/2010
Number of Days to Update: 26

Source: Environmental Protection Agency
Telephone: 703-603-8704
Last EDR Contact: 01/11/2011
Next Scheduled EDR Contact: 04/25/2011
Data Release Frequency: Varies

Federal CERCLIS NFRAP site List

CERCLIS-NFRAP: CERCLIS No Further Remedial Action Planned

Archived sites are sites that have been removed and archived from the inventory of CERCLIS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list this site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. This decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be a potential NPL site.

Date of Government Version: 06/23/2009
Date Data Arrived at EDR: 09/02/2009
Date Made Active in Reports: 09/21/2009
Number of Days to Update: 19

Source: EPA
Telephone: 703-412-9810
Last EDR Contact: 12/01/2010
Next Scheduled EDR Contact: 03/14/2011
Data Release Frequency: Quarterly

Federal RCRA CORRACTS facilities list

CORRACTS: Corrective Action Report

CORRACTS identifies hazardous waste handlers with RCRA corrective action activity.

Date of Government Version: 05/25/2010
Date Data Arrived at EDR: 06/02/2010
Date Made Active in Reports: 10/04/2010
Number of Days to Update: 124

Source: EPA
Telephone: 800-424-9346
Last EDR Contact: 11/22/2010
Next Scheduled EDR Contact: 02/28/2011
Data Release Frequency: Quarterly

Federal RCRA non-CORRACTS TSD facilities list

RCRA-TSDF: RCRA - Treatment, Storage and Disposal

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste.

Date of Government Version: 02/17/2010
Date Data Arrived at EDR: 02/19/2010
Date Made Active in Reports: 05/17/2010
Number of Days to Update: 87

Source: Environmental Protection Agency
Telephone: (212) 637-3660
Last EDR Contact: 01/06/2011
Next Scheduled EDR Contact: 04/18/2011
Data Release Frequency: Quarterly

Federal RCRA generators list

RCRA-LQG: RCRA - Large Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month.

Date of Government Version: 02/17/2010
Date Data Arrived at EDR: 02/19/2010
Date Made Active in Reports: 05/17/2010
Number of Days to Update: 87

Source: Environmental Protection Agency
Telephone: (212) 637-3660
Last EDR Contact: 01/06/2011
Next Scheduled EDR Contact: 04/18/2011
Data Release Frequency: Quarterly

RCRA-SQG: RCRA - Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

Date of Government Version: 02/17/2010
Date Data Arrived at EDR: 02/19/2010
Date Made Active in Reports: 05/17/2010
Number of Days to Update: 87

Source: Environmental Protection Agency
Telephone: (212) 637-3660
Last EDR Contact: 01/06/2011
Next Scheduled EDR Contact: 04/18/2011
Data Release Frequency: Quarterly

RCRA-CESQG: RCRA - Conditionally Exempt Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Conditionally exempt small quantity generators (CESQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

Date of Government Version: 02/17/2010
Date Data Arrived at EDR: 02/19/2010
Date Made Active in Reports: 05/17/2010
Number of Days to Update: 87

Source: Environmental Protection Agency
Telephone: (212) 637-3660
Last EDR Contact: 01/06/2011
Next Scheduled EDR Contact: 04/18/2011
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Federal institutional controls / engineering controls registries

US ENG CONTROLS: Engineering Controls Sites List

A listing of sites with engineering controls in place. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health.

Date of Government Version: 12/20/2009
Date Data Arrived at EDR: 01/20/2010
Date Made Active in Reports: 04/12/2010
Number of Days to Update: 82

Source: Environmental Protection Agency
Telephone: 703-603-0695
Last EDR Contact: 12/10/2010
Next Scheduled EDR Contact: 03/28/2011
Data Release Frequency: Varies

US INST CONTROL: Sites with Institutional Controls

A listing of sites with institutional controls in place. Institutional controls include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. Deed restrictions are generally required as part of the institutional controls.

Date of Government Version: 12/20/2009
Date Data Arrived at EDR: 01/20/2010
Date Made Active in Reports: 04/12/2010
Number of Days to Update: 82

Source: Environmental Protection Agency
Telephone: 703-603-0695
Last EDR Contact: 12/10/2010
Next Scheduled EDR Contact: 03/28/2011
Data Release Frequency: Varies

Federal ERNS list

ERNS: Emergency Response Notification System

Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances.

Date of Government Version: 07/09/2010
Date Data Arrived at EDR: 07/09/2010
Date Made Active in Reports: 08/17/2010
Number of Days to Update: 39

Source: National Response Center, United States Coast Guard
Telephone: 202-267-2180
Last EDR Contact: 01/07/2011
Next Scheduled EDR Contact: 04/18/2011
Data Release Frequency: Annually

State- and tribal - equivalent CERCLIS

SHWS: Inactive Hazardous Waste Disposal Sites in New York State

Referred to as the State Superfund Program, the Inactive Hazardous Waste Disposal Site Remedial Program is the cleanup program for inactive hazardous waste sites and now includes hazardous substance sites

Date of Government Version: 11/23/2010
Date Data Arrived at EDR: 11/23/2010
Date Made Active in Reports: 12/17/2010
Number of Days to Update: 24

Source: Department of Environmental Conservation
Telephone: 518-402-9622
Last EDR Contact: 11/23/2010
Next Scheduled EDR Contact: 03/07/2011
Data Release Frequency: Annually

VAPOR REOPENED: Vapor Intrustion Legacy Site List

New York is currently re-evaluating previous assumptions and decisions regarding the potential for soil vapor intrusion exposures at sites. As a result, all past, current, and future contaminated sites will be evaluated to determine whether these sites have the potential for exposures related to soil vapor intrusion.

Date of Government Version: 09/14/2010
Date Data Arrived at EDR: 11/24/2010
Date Made Active in Reports: 12/17/2010
Number of Days to Update: 23

Source: Department of Environmenal Conservation
Telephone: 518-402-9814
Last EDR Contact: 11/24/2010
Next Scheduled EDR Contact: 03/07/2011
Data Release Frequency: Varies

State and tribal landfill and/or solid waste disposal site lists

SWF/LF: Facility Register

Solid Waste Facilities/Landfill Sites. SWF/LF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 10/13/2010
Date Data Arrived at EDR: 10/14/2010
Date Made Active in Reports: 11/15/2010
Number of Days to Update: 32

Source: Department of Environmental Conservation
Telephone: 518-457-2051
Last EDR Contact: 01/10/2011
Next Scheduled EDR Contact: 04/25/2011
Data Release Frequency: Semi-Annually

State and tribal leaking storage tank lists

LTANKS: Spills Information Database

Leaking Storage Tank Incident Reports. These records contain an inventory of reported leaking storage tank incidents reported from 4/1/86 through the most recent update. They can be either leaking underground storage tanks or leaking aboveground storage tanks. The causes of the incidents are tank test failures, tank failures or tank overfills.

Date of Government Version: 11/23/2010
Date Data Arrived at EDR: 11/23/2010
Date Made Active in Reports: 12/17/2010
Number of Days to Update: 24

Source: Department of Environmental Conservation
Telephone: 518-402-9549
Last EDR Contact: 11/23/2010
Next Scheduled EDR Contact: 03/07/2011
Data Release Frequency: Varies

HIST LTANKS: Listing of Leaking Storage Tanks

A listing of leaking underground and aboveground storage tanks. The causes of the incidents are tank test failures, tank failures or tank overfills. In 2002, the Department of Environmental Conservation stopped providing updates to its original Spills Information Database. This database includes fields that are no longer available from the NYDEC as of January 1, 2002. Current information may be found in the NY LTANKS database. Department of Environmental Conservation.

Date of Government Version: 01/01/2002
Date Data Arrived at EDR: 07/08/2005
Date Made Active in Reports: 07/14/2005
Number of Days to Update: 6

Source: Department of Environmental Conservation
Telephone: 518-402-9549
Last EDR Contact: 07/07/2005
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

INDIAN LUST R4: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Florida, Mississippi and North Carolina.

Date of Government Version: 08/27/2010
Date Data Arrived at EDR: 08/30/2010
Date Made Active in Reports: 10/04/2010
Number of Days to Update: 35

Source: EPA Region 4
Telephone: 404-562-8677
Last EDR Contact: 11/01/2010
Next Scheduled EDR Contact: 02/14/2011
Data Release Frequency: Semi-Annually

INDIAN LUST R9: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Arizona, California, New Mexico and Nevada

Date of Government Version: 08/30/2010
Date Data Arrived at EDR: 08/30/2010
Date Made Active in Reports: 10/04/2010
Number of Days to Update: 35

Source: Environmental Protection Agency
Telephone: 415-972-3372
Last EDR Contact: 11/01/2010
Next Scheduled EDR Contact: 02/14/2011
Data Release Frequency: Quarterly

INDIAN LUST R10: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Alaska, Idaho, Oregon and Washington.

Date of Government Version: 08/05/2010
Date Data Arrived at EDR: 08/06/2010
Date Made Active in Reports: 10/04/2010
Number of Days to Update: 59

Source: EPA Region 10
Telephone: 206-553-2857
Last EDR Contact: 11/01/2010
Next Scheduled EDR Contact: 02/14/2011
Data Release Frequency: Quarterly

INDIAN LUST R1: Leaking Underground Storage Tanks on Indian Land
A listing of leaking underground storage tank locations on Indian Land.

Date of Government Version: 02/19/2009
Date Data Arrived at EDR: 02/19/2009
Date Made Active in Reports: 03/16/2009
Number of Days to Update: 25

Source: EPA Region 1
Telephone: 617-918-1313
Last EDR Contact: 11/02/2010
Next Scheduled EDR Contact: 02/14/2011
Data Release Frequency: Varies

INDIAN LUST R6: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in New Mexico and Oklahoma.

Date of Government Version: 08/05/2010
Date Data Arrived at EDR: 08/06/2010
Date Made Active in Reports: 10/04/2010
Number of Days to Update: 59

Source: EPA Region 6
Telephone: 214-665-6597
Last EDR Contact: 11/01/2010
Next Scheduled EDR Contact: 02/14/2011
Data Release Frequency: Varies

INDIAN LUST R7: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Iowa, Kansas, and Nebraska

Date of Government Version: 11/04/2009
Date Data Arrived at EDR: 05/04/2010
Date Made Active in Reports: 07/07/2010
Number of Days to Update: 64

Source: EPA Region 7
Telephone: 913-551-7003
Last EDR Contact: 12/03/2010
Next Scheduled EDR Contact: 02/14/2011
Data Release Frequency: Varies

INDIAN LUST R8: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming.

Date of Government Version: 05/24/2010
Date Data Arrived at EDR: 05/27/2010
Date Made Active in Reports: 08/09/2010
Number of Days to Update: 74

Source: EPA Region 8
Telephone: 303-312-6271
Last EDR Contact: 11/01/2010
Next Scheduled EDR Contact: 02/14/2011
Data Release Frequency: Quarterly

State and tribal registered storage tank lists

UST: Petroleum Bulk Storage (PBS) Database
Facilities that have petroleum storage capacities in excess of 1,100 gallons and less than 400,000 gallons.

Date of Government Version: 10/05/2010
Date Data Arrived at EDR: 10/06/2010
Date Made Active in Reports: 11/19/2010
Number of Days to Update: 44

Source: Department of Environmental Conservation
Telephone: 518-402-9549
Last EDR Contact: 01/06/2011
Next Scheduled EDR Contact: 04/18/2011
Data Release Frequency: No Update Planned

CBS UST: Chemical Bulk Storage Database
Facilities that store regulated hazardous substances in underground tanks of any size

Date of Government Version: 01/01/2002
Date Data Arrived at EDR: 02/20/2002
Date Made Active in Reports: 03/22/2002
Number of Days to Update: 30

Source: NYSDEC
Telephone: 518-402-9549
Last EDR Contact: 10/24/2005
Next Scheduled EDR Contact: 01/23/2006
Data Release Frequency: No Update Planned

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

MOSF UST: Major Oil Storage Facilities Database
Facilities that may be onshore facilities or vessels, with petroleum storage capacities of 400,000 gallons or greater.

Date of Government Version: 01/01/2002
Date Data Arrived at EDR: 02/20/2002
Date Made Active in Reports: 03/22/2002
Number of Days to Update: 30

Source: NYSDEC
Telephone: 518-402-9549
Last EDR Contact: 07/25/2005
Next Scheduled EDR Contact: 10/24/2005
Data Release Frequency: Varies

AST: Petroleum Bulk Storage
Registered Aboveground Storage Tanks.

Date of Government Version: 10/05/2010
Date Data Arrived at EDR: 10/06/2010
Date Made Active in Reports: 11/19/2010
Number of Days to Update: 44

Source: Department of Environmental Conservation
Telephone: 518-402-9549
Last EDR Contact: 01/06/2011
Next Scheduled EDR Contact: 04/18/2011
Data Release Frequency: No Update Planned

CBS AST: Chemical Bulk Storage Database
Facilities that store regulated hazardous substances in aboveground tanks with capacities of 185 gallons or greater, and/or in underground tanks of any size.

Date of Government Version: 01/01/2002
Date Data Arrived at EDR: 02/20/2002
Date Made Active in Reports: 03/22/2002
Number of Days to Update: 30

Source: NYSDEC
Telephone: 518-402-9549
Last EDR Contact: 07/25/2005
Next Scheduled EDR Contact: 10/24/2005
Data Release Frequency: No Update Planned

MOSF AST: Major Oil Storage Facilities Database
Facilities that may be onshore facilities or vessels, with petroleum storage capacities of 400,000 gallons or greater.

Date of Government Version: 01/01/2002
Date Data Arrived at EDR: 02/20/2002
Date Made Active in Reports: 03/22/2002
Number of Days to Update: 30

Source: NYSDEC
Telephone: 518-402-9549
Last EDR Contact: 07/25/2005
Next Scheduled EDR Contact: 10/24/2005
Data Release Frequency: No Update Planned

CBS: Chemical Bulk Storage Site Listing
These facilities store regulated hazardous substances in aboveground tanks with capacities of 185 gallons or greater, and/or in underground tanks of any size

Date of Government Version: 10/05/2010
Date Data Arrived at EDR: 10/06/2010
Date Made Active in Reports: 11/15/2010
Number of Days to Update: 40

Source: Department of Environmental Conservation
Telephone: 518-402-9549
Last EDR Contact: 01/06/2011
Next Scheduled EDR Contact: 04/18/2011
Data Release Frequency: Quarterly

MOSF: Major Oil Storage Facility Site Listing
These facilities may be onshore facilities or vessels, with petroleum storage capacities of 400,000 gallons or greater.

Date of Government Version: 10/05/2010
Date Data Arrived at EDR: 10/06/2010
Date Made Active in Reports: 11/15/2010
Number of Days to Update: 40

Source: Department of Environmental Conservation
Telephone: 518-402-9549
Last EDR Contact: 01/06/2011
Next Scheduled EDR Contact: 04/18/2011
Data Release Frequency: Quarterly

INDIAN UST R6: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 6 (Louisiana, Arkansas, Oklahoma, New Mexico, Texas and 65 Tribes).

Date of Government Version: 08/03/2010
Date Data Arrived at EDR: 08/04/2010
Date Made Active in Reports: 10/04/2010
Number of Days to Update: 61

Source: EPA Region 6
Telephone: 214-665-7591
Last EDR Contact: 11/01/2010
Next Scheduled EDR Contact: 02/14/2011
Data Release Frequency: Semi-Annually

INDIAN UST R5: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 5 (Michigan, Minnesota and Wisconsin and Tribal Nations).

Date of Government Version: 02/11/2010
Date Data Arrived at EDR: 02/11/2010
Date Made Active in Reports: 04/12/2010
Number of Days to Update: 60

Source: EPA Region 5
Telephone: 312-886-6136
Last EDR Contact: 11/01/2010
Next Scheduled EDR Contact: 02/14/2011
Data Release Frequency: Varies

INDIAN UST R4: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee and Tribal Nations)

Date of Government Version: 08/27/2010
Date Data Arrived at EDR: 08/30/2010
Date Made Active in Reports: 10/04/2010
Number of Days to Update: 35

Source: EPA Region 4
Telephone: 404-562-9424
Last EDR Contact: 11/01/2010
Next Scheduled EDR Contact: 02/14/2011
Data Release Frequency: Semi-Annually

INDIAN UST R9: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 9 (Arizona, California, Hawaii, Nevada, the Pacific Islands, and Tribal Nations).

Date of Government Version: 08/30/2010
Date Data Arrived at EDR: 08/30/2010
Date Made Active in Reports: 10/04/2010
Number of Days to Update: 35

Source: EPA Region 9
Telephone: 415-972-3368
Last EDR Contact: 11/01/2010
Next Scheduled EDR Contact: 02/14/2011
Data Release Frequency: Quarterly

INDIAN UST R8: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming and 27 Tribal Nations).

Date of Government Version: 05/24/2010
Date Data Arrived at EDR: 05/27/2010
Date Made Active in Reports: 08/09/2010
Number of Days to Update: 74

Source: EPA Region 8
Telephone: 303-312-6137
Last EDR Contact: 11/01/2010
Next Scheduled EDR Contact: 02/14/2011
Data Release Frequency: Quarterly

INDIAN UST R7: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 7 (Iowa, Kansas, Missouri, Nebraska, and 9 Tribal Nations).

Date of Government Version: 04/01/2008
Date Data Arrived at EDR: 12/30/2008
Date Made Active in Reports: 03/16/2009
Number of Days to Update: 76

Source: EPA Region 7
Telephone: 913-551-7003
Last EDR Contact: 11/09/2010
Next Scheduled EDR Contact: 02/14/2011
Data Release Frequency: Varies

INDIAN UST R10: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 10 (Alaska, Idaho, Oregon, Washington, and Tribal Nations).

Date of Government Version: 08/05/2010
Date Data Arrived at EDR: 08/06/2010
Date Made Active in Reports: 10/04/2010
Number of Days to Update: 59

Source: EPA Region 10
Telephone: 206-553-2857
Last EDR Contact: 11/01/2010
Next Scheduled EDR Contact: 02/14/2011
Data Release Frequency: Quarterly

INDIAN UST R1: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 1 (Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont and ten Tribal Nations).

Date of Government Version: 02/19/2009
Date Data Arrived at EDR: 02/19/2009
Date Made Active in Reports: 03/16/2009
Number of Days to Update: 25

Source: EPA, Region 1
Telephone: 617-918-1313
Last EDR Contact: 11/02/2010
Next Scheduled EDR Contact: 02/14/2011
Data Release Frequency: Varies

FEMA UST: Underground Storage Tank Listing

A listing of all FEMA owned underground storage tanks.

Date of Government Version: 01/01/2010
Date Data Arrived at EDR: 02/16/2010
Date Made Active in Reports: 04/12/2010
Number of Days to Update: 55

Source: FEMA
Telephone: 202-646-5797
Last EDR Contact: 01/17/2011
Next Scheduled EDR Contact: 05/02/2011
Data Release Frequency: Varies

State and tribal institutional control / engineering control registries

ENG CONTROLS: Registry of Engineering Controls

Environmental Remediation sites that have engineering controls in place.

Date of Government Version: 11/23/2010
Date Data Arrived at EDR: 11/23/2010
Date Made Active in Reports: 12/17/2010
Number of Days to Update: 24

Source: Department of Environmental Conservation
Telephone: 518-402-9553
Last EDR Contact: 11/23/2010
Next Scheduled EDR Contact: 03/07/2011
Data Release Frequency: Quarterly

INST CONTROL: Registry of Institutional Controls

Environmental Remediation sites that have institutional controls in place.

Date of Government Version: 11/23/2010
Date Data Arrived at EDR: 11/23/2010
Date Made Active in Reports: 12/17/2010
Number of Days to Update: 24

Source: Department of Environmental Conservation
Telephone: 518-402-9553
Last EDR Contact: 11/23/2010
Next Scheduled EDR Contact: 03/07/2011
Data Release Frequency: Quarterly

RES DECL: Restrictive Declarations Listing

A restrictive declaration is a covenant running with the land which binds the present and future owners of the property. As a condition of certain special permits, the City Planning Commission may require an applicant to sign and record a restrictive declaration that places specified conditions on the future use and development of the property. Certain restrictive declarations are indicated by a D on zoning maps.

Date of Government Version: 12/31/1992
Date Data Arrived at EDR: 01/31/2007
Date Made Active in Reports: 04/19/2007
Number of Days to Update: 78

Source: NYC Department of City Planning
Telephone: 212-720-3401
Last EDR Contact: 12/22/2010
Next Scheduled EDR Contact: 04/11/2011
Data Release Frequency: No Update Planned

State and tribal voluntary cleanup sites

VCP: Voluntary Cleanup Agreements

New York established its Voluntary Cleanup Program (VCP) to address the environmental, legal and financial barriers that often hinder the redevelopment and reuse of contaminated properties. The Voluntary Cleanup Program was developed to enhance private sector cleanup of brownfields by enabling parties to remediate sites using private rather than public funds and to reduce the development pressures on "greenfield" sites.

Date of Government Version: 11/23/2010
Date Data Arrived at EDR: 11/23/2010
Date Made Active in Reports: 12/17/2010
Number of Days to Update: 24

Source: Department of Environmental Conservation
Telephone: 518-402-9711
Last EDR Contact: 11/23/2010
Next Scheduled EDR Contact: 03/07/2011
Data Release Frequency: Semi-Annually

INDIAN VCP R1: Voluntary Cleanup Priority Listing

A listing of voluntary cleanup priority sites located on Indian Land located in Region 1.

Date of Government Version: 04/02/2008
Date Data Arrived at EDR: 04/22/2008
Date Made Active in Reports: 05/19/2008
Number of Days to Update: 27

Source: EPA, Region 1
Telephone: 617-918-1102
Last EDR Contact: 01/05/2010
Next Scheduled EDR Contact: 04/18/2011
Data Release Frequency: Varies

INDIAN VCP R7: Voluntary Cleanup Priority Lisitng

A listing of voluntary cleanup priority sites located on Indian Land located in Region 7.

Date of Government Version: 03/20/2008
Date Data Arrived at EDR: 04/22/2008
Date Made Active in Reports: 05/19/2008
Number of Days to Update: 27

Source: EPA, Region 7
Telephone: 913-551-7365
Last EDR Contact: 04/20/2009
Next Scheduled EDR Contact: 07/20/2009
Data Release Frequency: Varies

State and tribal Brownfields sites

ERP: Environmental Restoration Program Listing

In an effort to spur the cleanup and redevelopment of brownfields, New Yorkers approved a $200 million Environmental Restoration or Brownfields Fund as part of the $1.75 billion Clean Water/Clean Air Bond Act of 1996 (1996 Bond Act). Enhancements to the program were enacted on October 7, 2003. Under the Environmental Restoration Program, the State provides grants to municipalities to reimburse up to 90 percent of on-site eligible costs and 100% of off-site eligible costs for site investigation and remediation activities. Once remediated, the property may then be reused for commercial, industrial, residential or public use.

Date of Government Version: 11/23/2010
Date Data Arrived at EDR: 11/23/2010
Date Made Active in Reports: 12/17/2010
Number of Days to Update: 24

Source: Department of Environmental Conservation
Telephone: 518-402-9622
Last EDR Contact: 11/23/2010
Next Scheduled EDR Contact: 03/07/2011
Data Release Frequency: Quarterly

BROWNFIELDS: Brownfields Site List

A Brownfield is any real property where redevelopment or re-use may be complicated by the presence or potential presence of a hazardous waste, petroleum, pollutant, or contaminant.

Date of Government Version: 11/23/2010
Date Data Arrived at EDR: 11/23/2010
Date Made Active in Reports: 12/17/2010
Number of Days to Update: 24

Source: Department of Environmental Conservation
Telephone: 518-402-9764
Last EDR Contact: 11/23/2010
Next Scheduled EDR Contact: 03/07/2011
Data Release Frequency: Semi-Annually

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS: A Listing of Brownfields Sites

Included in the listing are brownfields properties addresses by Cooperative Agreement Recipients and brownfields properties addressed by Targeted Brownfields Assessments. Targeted Brownfields Assessments-EPA's Targeted Brownfields Assessments (TBA) program is designed to help states, tribes, and municipalities--especially those without EPA Brownfields Assessment Demonstration Pilots--minimize the uncertainties of contamination often associated with brownfields. Under the TBA program, EPA provides funding and/or technical assistance for environmental assessments at brownfields sites throughout the country. Targeted Brownfields Assessments supplement and work with other efforts under EPA's Brownfields Initiative to promote cleanup and redevelopment of brownfields. Cooperative Agreement Recipients-States, political subdivisions, territories, and Indian tribes become Brownfields Cleanup Revolving Loan Fund (BCRLF) cooperative agreement recipients when they enter into BCRLF cooperative agreements with the U.S. EPA. EPA selects BCRLF cooperative agreement recipients based on a proposal and application process. BCRLF cooperative agreement recipients must use EPA funds provided through BCRLF cooperative agreement for specified brownfields-related cleanup activities.

Date of Government Version: 06/24/2010
Date Data Arrived at EDR: 06/25/2010
Date Made Active in Reports: 08/17/2010
Number of Days to Update: 53

Source: Environmental Protection Agency
Telephone: 202-566-2777
Last EDR Contact: 12/30/2010
Next Scheduled EDR Contact: 04/11/2011
Data Release Frequency: Semi-Annually

Local Lists of Landfill / Solid Waste Disposal Sites

ODI: Open Dump Inventory

An open dump is defined as a disposal facility that does not comply with one or more of the Part 257 or Part 258 Subtitle D Criteria.

Date of Government Version: 06/30/1985
Date Data Arrived at EDR: 08/09/2004
Date Made Active in Reports: 09/17/2004
Number of Days to Update: 39

Source: Environmental Protection Agency
Telephone: 800-424-9346
Last EDR Contact: 06/09/2004
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

DEBRIS REGION 9: Torres Martinez Reservation Illegal Dump Site Locations

A listing of illegal dump sites location on the Torres Martinez Indian Reservation located in eastern Riverside County and northern Imperial County, California.

Date of Government Version: 01/12/2009
Date Data Arrived at EDR: 05/07/2009
Date Made Active in Reports: 09/21/2009
Number of Days to Update: 137

Source: EPA, Region 9
Telephone: 415-947-4219
Last EDR Contact: 12/22/2010
Next Scheduled EDR Contact: 04/11/2011
Data Release Frequency: No Update Planned

SWTIRE: Registered Waste Tire Storage & Facility List

A listing of facilities registered to accept waste tires.

Date of Government Version: 08/01/2006
Date Data Arrived at EDR: 11/15/2006
Date Made Active in Reports: 11/30/2006
Number of Days to Update: 15

Source: Department of Environmental Conservation
Telephone: 518-402-8694
Last EDR Contact: 11/04/2010
Next Scheduled EDR Contact: 02/07/2011
Data Release Frequency: Annually

SWRCY: Registered Recycling Facility List

A listing of recycling facilities.

Date of Government Version: 10/13/2010
Date Data Arrived at EDR: 10/14/2010
Date Made Active in Reports: 11/15/2010
Number of Days to Update: 32

Source: Department of Environmental Conservation
Telephone: 518-402-8705
Last EDR Contact: 01/10/2011
Next Scheduled EDR Contact: 01/25/2011
Data Release Frequency: Semi-Annually

INDIAN ODI: Report on the Status of Open Dumps on Indian Lands
Location of open dumps on Indian land.

Date of Government Version: 12/31/1998
Date Data Arrived at EDR: 12/03/2007
Date Made Active in Reports: 01/24/2008
Number of Days to Update: 52

Source: Environmental Protection Agency
Telephone: 703-308-8245
Last EDR Contact: 11/09/2010
Next Scheduled EDR Contact: 02/21/2011
Data Release Frequency: Varies

Local Lists of Hazardous waste / Contaminated Sites

US CDL: Clandestine Drug Labs
A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments.

Date of Government Version: 05/07/2010
Date Data Arrived at EDR: 06/18/2010
Date Made Active in Reports: 08/17/2010
Number of Days to Update: 60

Source: Drug Enforcement Administration
Telephone: 202-307-1000
Last EDR Contact: 12/08/2010
Next Scheduled EDR Contact: 03/21/2011
Data Release Frequency: Quarterly

DEL SHWS: Delisted Registry Sites
A database listing of sites delisted from the Registry of Inactive Hazardous Waste Disposal Sites.

Date of Government Version: 08/24/2010
Date Data Arrived at EDR: 08/25/2010
Date Made Active in Reports: 09/24/2010
Number of Days to Update: 30

Source: Department of Environmental Conservation
Telephone: 518-402-9622
Last EDR Contact: 11/23/2010
Next Scheduled EDR Contact: 03/07/2011
Data Release Frequency: Annually

US HIST CDL: National Clandestine Laboratory Register
A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments.

Date of Government Version: 09/01/2007
Date Data Arrived at EDR: 11/19/2008
Date Made Active in Reports: 03/30/2009
Number of Days to Update: 131

Source: Drug Enforcement Administration
Telephone: 202-307-1000
Last EDR Contact: 03/23/2009
Next Scheduled EDR Contact: 06/22/2009
Data Release Frequency: No Update Planned

Local Lists of Registered Storage Tanks

HIST UST: Historical Petroleum Bulk Storage Database
These facilities have petroleum storage capacities in excess of 1,100 gallons and less than 400,000 gallons. This database contains detailed information per site. It is no longer updated due to the sensitive nature of the information involved. See UST for more current data.

Date of Government Version: 01/01/2002
Date Data Arrived at EDR: 06/02/2006
Date Made Active in Reports: 07/20/2006
Number of Days to Update: 48

Source: Department of Environmental Conservation
Telephone: 518-402-9549
Last EDR Contact: 10/23/2006
Next Scheduled EDR Contact: 01/22/2007
Data Release Frequency: Varies

HIST AST: Historical Petroleum Bulk Storage Database

These facilities have petroleum storage capabilities in excess of 1,100 gallons and less than 400,000 gallons. This database contains detailed information per site. No longer updated due to the sensitive nature of the information involved. See AST for more current data.

Date of Government Version: 01/01/2002
Date Data Arrived at EDR: 06/02/2006
Date Made Active in Reports: 07/20/2006
Number of Days to Update: 48

Source: Department of Environmental Conservation
Telephone: 518-402-9549
Last EDR Contact: 10/23/2006
Next Scheduled EDR Contact: 01/22/2007
Data Release Frequency: No Update Planned

Local Land Records

LIENS 2: CERCLA Lien Information

A Federal CERCLA ('Superfund') lien can exist by operation of law at any site or property at which EPA has spent Superfund monies. These monies are spent to investigate and address releases and threatened releases of contamination. CERCLIS provides information as to the identity of these sites and properties.

Date of Government Version: 05/06/2010
Date Data Arrived at EDR: 05/11/2010
Date Made Active in Reports: 08/09/2010
Number of Days to Update: 90

Source: Environmental Protection Agency
Telephone: 202-564-6023
Last EDR Contact: 11/01/2010
Next Scheduled EDR Contact: 02/14/2011
Data Release Frequency: Varies

LUCIS: Land Use Control Information System

LUCIS contains records of land use control information pertaining to the former Navy Base Realignment and Closure properties.

Date of Government Version: 12/09/2005
Date Data Arrived at EDR: 12/11/2006
Date Made Active in Reports: 01/11/2007
Number of Days to Update: 31

Source: Department of the Navy
Telephone: 843-820-7326
Last EDR Contact: 11/22/2010
Next Scheduled EDR Contact: 03/07/2011
Data Release Frequency: Varies

Records of Emergency Release Reports

HMIRS: Hazardous Materials Information Reporting System

Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT.

Date of Government Version: 04/06/2010
Date Data Arrived at EDR: 04/07/2010
Date Made Active in Reports: 05/27/2010
Number of Days to Update: 50

Source: U.S. Department of Transportation
Telephone: 202-366-4555
Last EDR Contact: 01/05/2011
Next Scheduled EDR Contact: 04/18/2011
Data Release Frequency: Annually

SPILLS: Spills Information Database

Data collected on spills reported to NYSDEC as required by one or more of the following: Article 12 of the Navigation Law, 6 NYCRR Section 613.8 (from PBS regs), or 6 NYCRR Section 595.2 (from CBS regs). It includes spills active as of April 1, 1986, as well as spills occurring since this date.

Date of Government Version: 11/23/2010
Date Data Arrived at EDR: 11/23/2010
Date Made Active in Reports: 12/17/2010
Number of Days to Update: 24

Source: Department of Environmental Conservation
Telephone: 518-402-9549
Last EDR Contact: 11/23/2010
Next Scheduled EDR Contact: 03/07/2011
Data Release Frequency: Varies

HIST SPILLS: SPILLS Database

This database contains records of chemical and petroleum spill incidents. Under State law, petroleum and hazardous chemical spills that can impact the waters of the state must be reported by the spiller (and, in some cases, by anyone who has knowledge of the spills). In 2002, the Department of Environmental Conservation stopped providing updates to its original Spills Information Database. This database includes fields that are no longer available from the NYDEC as of January 1, 2002. Current information may be found in the NY SPILLS database. Department of Environmental Conservation.

Date of Government Version: 01/01/2002
Date Data Arrived at EDR: 07/08/2005
Date Made Active in Reports: 07/14/2005
Number of Days to Update: 6

Source: Department of Environmental Conservation
Telephone: 518-402-9549
Last EDR Contact: 07/07/2005
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

Other Ascertainable Records

RCRA-NonGen: RCRA - Non Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

Date of Government Version: 02/17/2010
Date Data Arrived at EDR: 02/19/2010
Date Made Active in Reports: 05/17/2010
Number of Days to Update: 87

Source: Environmental Protection Agency
Telephone: (212) 637-3660
Last EDR Contact: 01/06/2011
Next Scheduled EDR Contact: 04/18/2011
Data Release Frequency: Varies

DOT OPS: Incident and Accident Data

Department of Transporation, Office of Pipeline Safety Incident and Accident data.

Date of Government Version: 01/12/2010
Date Data Arrived at EDR: 02/09/2010
Date Made Active in Reports: 04/12/2010
Number of Days to Update: 62

Source: Department of Transporation, Office of Pipeline Safety
Telephone: 202-366-4595
Last EDR Contact: 11/09/2010
Next Scheduled EDR Contact: 02/21/2011
Data Release Frequency: Varies

DOD: Department of Defense Sites

This data set consists of federally owned or administered lands, administered by the Department of Defense, that have any area equal to or greater than 640 acres of the United States, Puerto Rico, and the U.S. Virgin Islands.

Date of Government Version: 12/31/2005
Date Data Arrived at EDR: 11/10/2006
Date Made Active in Reports: 01/11/2007
Number of Days to Update: 62

Source: USGS
Telephone: 703-692-8801
Last EDR Contact: 10/28/2010
Next Scheduled EDR Contact: 01/31/2011
Data Release Frequency: Semi-Annually

FUDS: Formerly Used Defense Sites

The listing includes locations of Formerly Used Defense Sites properties where the US Army Corps of Engineers is actively working or will take necessary cleanup actions.

Date of Government Version: 12/31/2009
Date Data Arrived at EDR: 08/12/2010
Date Made Active in Reports: 12/02/2010
Number of Days to Update: 112

Source: U.S. Army Corps of Engineers
Telephone: 202-528-4285
Last EDR Contact: 12/13/2010
Next Scheduled EDR Contact: 03/28/2011
Data Release Frequency: Varies

CONSENT: Superfund (CERCLA) Consent Decrees

Major legal settlements that establish responsibility and standards for cleanup at NPL (Superfund) sites. Released periodically by United States District Courts after settlement by parties to litigation matters.

Date of Government Version: 07/01/2010
Date Data Arrived at EDR: 08/11/2010
Date Made Active in Reports: 12/02/2010
Number of Days to Update: 113

Source: Department of Justice, Consent Decree Library
Telephone: Varies
Last EDR Contact: 01/03/2011
Next Scheduled EDR Contact: 04/18/2011
Data Release Frequency: Varies

ROD: Records Of Decision
Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid in the cleanup.

Date of Government Version: 06/01/2010
Date Data Arrived at EDR: 06/16/2010
Date Made Active in Reports: 08/17/2010
Number of Days to Update: 62

Source: EPA
Telephone: 703-416-0223
Last EDR Contact: 12/10/2010
Next Scheduled EDR Contact: 03/28/2011
Data Release Frequency: Annually

UMTRA: Uranium Mill Tailings Sites
Uranium ore was mined by private companies for federal government use in national defense programs. When the mills shut down, large piles of the sand-like material (mill tailings) remain after uranium has been extracted from the ore. Levels of human exposure to radioactive materials from the piles are low; however, in some cases tailings were used as construction materials before the potential health hazards of the tailings were recognized.

Date of Government Version: 12/14/2009
Date Data Arrived at EDR: 09/29/2010
Date Made Active in Reports: 10/04/2010
Number of Days to Update: 5

Source: Department of Energy
Telephone: 505-845-0011
Last EDR Contact: 11/29/2010
Next Scheduled EDR Contact: 03/14/2011
Data Release Frequency: Varies

MINES: Mines Master Index File
Contains all mine identification numbers issued for mines active or opened since 1971. The data also includes violation information.

Date of Government Version: 08/04/2010
Date Data Arrived at EDR: 09/09/2010
Date Made Active in Reports: 12/02/2010
Number of Days to Update: 84

Source: Department of Labor, Mine Safety and Health Administration
Telephone: 303-231-5959
Last EDR Contact: 09/09/2010
Next Scheduled EDR Contact: 03/21/2011
Data Release Frequency: Semi-Annually

TRIS: Toxic Chemical Release Inventory System
Toxic Release Inventory System. TRIS identifies facilities which release toxic chemicals to the air, water and land in reportable quantities under SARA Title III Section 313.

Date of Government Version: 12/31/2008
Date Data Arrived at EDR: 01/13/2010
Date Made Active in Reports: 02/18/2010
Number of Days to Update: 36

Source: EPA
Telephone: 202-566-0250
Last EDR Contact: 12/17/2010
Next Scheduled EDR Contact: 03/14/2011
Data Release Frequency: Annually

TSCA: Toxic Substances Control Act
Toxic Substances Control Act. TSCA identifies manufacturers and importers of chemical substances included on the TSCA Chemical Substance Inventory list. It includes data on the production volume of these substances by plant site.

Date of Government Version: 12/31/2006
Date Data Arrived at EDR: 09/29/2010
Date Made Active in Reports: 12/02/2010
Number of Days to Update: 64

Source: EPA
Telephone: 202-260-5521
Last EDR Contact: 12/29/2010
Next Scheduled EDR Contact: 04/11/2011
Data Release Frequency: Every 4 Years

FTTS: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
FTTS tracks administrative cases and pesticide enforcement actions and compliance activities related to FIFRA, TSCA and EPCRA (Emergency Planning and Community Right-to-Know Act). To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 04/09/2009
Date Data Arrived at EDR: 04/16/2009
Date Made Active in Reports: 05/11/2009
Number of Days to Update: 25

Source: EPA/Office of Prevention, Pesticides and Toxic Substances
Telephone: 202-566-1667
Last EDR Contact: 11/29/2010
Next Scheduled EDR Contact: 03/14/2011
Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

FTTS INSP: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
A listing of FIFRA/TSCA Tracking System (FTTS) inspections and enforcements.

Date of Government Version: 04/09/2009
Date Data Arrived at EDR: 04/16/2009
Date Made Active in Reports: 05/11/2009
Number of Days to Update: 25

Source: EPA
Telephone: 202-566-1667
Last EDR Contact: 11/29/2010
Next Scheduled EDR Contact: 03/14/2011
Data Release Frequency: Quarterly

HIST FTTS: FIFRA/TSCA Tracking System Administrative Case Listing
A complete administrative case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006
Date Data Arrived at EDR: 03/01/2007
Date Made Active in Reports: 04/10/2007
Number of Days to Update: 40

Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 12/17/2007
Next Scheduled EDR Contact: 03/17/2008
Data Release Frequency: No Update Planned

HIST FTTS INSP: FIFRA/TSCA Tracking System Inspection & Enforcement Case Listing
A complete inspection and enforcement case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006
Date Data Arrived at EDR: 03/01/2007
Date Made Active in Reports: 04/10/2007
Number of Days to Update: 40

Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 12/17/2008
Next Scheduled EDR Contact: 03/17/2008
Data Release Frequency: No Update Planned

SSTS: Section 7 Tracking Systems
Section 7 of the Federal Insecticide, Fungicide and Rodenticide Act, as amended (92 Stat. 829) requires all registered pesticide-producing establishments to submit a report to the Environmental Protection Agency by March 1st each year. Each establishment must report the types and amounts of pesticides, active ingredients and devices being produced, and those having been produced and sold or distributed in the past year.

Date of Government Version: 12/31/2008
Date Data Arrived at EDR: 01/06/2010
Date Made Active in Reports: 02/10/2010
Number of Days to Update: 35

Source: EPA
Telephone: 202-564-4203
Last EDR Contact: 11/01/2010
Next Scheduled EDR Contact: 02/14/2011
Data Release Frequency: Annually

ICIS: Integrated Compliance Information System
The Integrated Compliance Information System (ICIS) supports the information needs of the national enforcement and compliance program as well as the unique needs of the National Pollutant Discharge Elimination System (NPDES) program.

Date of Government Version: 04/24/2010
Date Data Arrived at EDR: 04/29/2010
Date Made Active in Reports: 05/17/2010
Number of Days to Update: 18

Source: Environmental Protection Agency
Telephone: 202-564-5088
Last EDR Contact: 12/23/2010
Next Scheduled EDR Contact: 04/11/2011
Data Release Frequency: Quarterly

PADS: PCB Activity Database System

PCB Activity Database. PADS Identifies generators, transporters, commercial storers and/or brokers and disposers of PCB's who are required to notify the EPA of such activities.

Date of Government Version: 02/01/2010
Date Data Arrived at EDR: 04/22/2010
Date Made Active in Reports: 08/09/2010
Number of Days to Update: 109

Source: EPA
Telephone: 202-566-0500
Last EDR Contact: 11/10/2010
Next Scheduled EDR Contact: 01/31/2011
Data Release Frequency: Annually

MLTS: Material Licensing Tracking System

MLTS is maintained by the Nuclear Regulatory Commission and contains a list of approximately 8,100 sites which possess or use radioactive materials and which are subject to NRC licensing requirements. To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 03/18/2010
Date Data Arrived at EDR: 04/06/2010
Date Made Active in Reports: 05/27/2010
Number of Days to Update: 51

Source: Nuclear Regulatory Commission
Telephone: 301-415-7169
Last EDR Contact: 12/13/2010
Next Scheduled EDR Contact: 03/28/2011
Data Release Frequency: Quarterly

RADINFO: Radiation Information Database

The Radiation Information Database (RADINFO) contains information about facilities that are regulated by U.S. Environmental Protection Agency (EPA) regulations for radiation and radioactivity.

Date of Government Version: 07/13/2010
Date Data Arrived at EDR: 07/14/2010
Date Made Active in Reports: 08/09/2010
Number of Days to Update: 26

Source: Environmental Protection Agency
Telephone: 202-343-9775
Last EDR Contact: 01/13/2011
Next Scheduled EDR Contact: 04/25/2011
Data Release Frequency: Quarterly

FINDS: Facility Index System/Facility Registry System

Facility Index System. FINDS contains both facility information and 'pointers' to other sources that contain more detail. EDR includes the following FINDS databases in this report: PCS (Permit Compliance System), AIRS (Aerometric Information Retrieval System), DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes), FURS (Federal Underground Injection Control), C-DOCKET (Criminal Docket System used to track criminal enforcement actions for all environmental statutes), FFIS (Federal Facilities Information System), STATE (State Environmental Laws and Statutes), and PADS (PCB Activity Data System).

Date of Government Version: 04/14/2010
Date Data Arrived at EDR: 04/16/2010
Date Made Active in Reports: 05/27/2010
Number of Days to Update: 41

Source: EPA
Telephone: (212) 637-3000
Last EDR Contact: 12/10/2010
Next Scheduled EDR Contact: 03/28/2011
Data Release Frequency: Quarterly

RAATS: RCRA Administrative Action Tracking System

RCRA Administration Action Tracking System. RAATS contains records based on enforcement actions issued under RCRA pertaining to major violators and includes administrative and civil actions brought by the EPA. For administration actions after September 30, 1995, data entry in the RAATS database was discontinued. EPA will retain a copy of the database for historical records. It was necessary to terminate RAATS because a decrease in agency resources made it impossible to continue to update the information contained in the database.

Date of Government Version: 04/17/1995
Date Data Arrived at EDR: 07/03/1995
Date Made Active in Reports: 08/07/1995
Number of Days to Update: 35

Source: EPA
Telephone: 202-564-4104
Last EDR Contact: 06/02/2008
Next Scheduled EDR Contact: 09/01/2008
Data Release Frequency: No Update Planned

BRS: Biennial Reporting System

The Biennial Reporting System is a national system administered by the EPA that collects data on the generation and management of hazardous waste. BRS captures detailed data from two groups: Large Quantity Generators (LQG) and Treatment, Storage, and Disposal Facilities.

Date of Government Version: 12/31/2007
Date Data Arrived at EDR: 02/25/2010
Date Made Active in Reports: 05/12/2010
Number of Days to Update: 76

Source: EPA/NTIS
Telephone: 800-424-9346
Last EDR Contact: 11/30/2010
Next Scheduled EDR Contact: 03/07/2011
Data Release Frequency: Biennially

HSWDS: Hazardous Substance Waste Disposal Site Inventory

The list includes any known or suspected hazardous substance waste disposal sites. Also included are sites delisted from the Registry of Inactive Hazardous Waste Disposal Sites and non-Registry sites that U.S. EPA Preliminary Assessment (PA) reports or Site Investigation (SI) reports were prepared. Hazardous Substance Waste Disposal Sites are eligible to be Superfund sites now that the New York State Superfund has been refinanced and changed. This means that the study inventory has served its purpose and will no longer be maintained as a separate entity. The last version of the study inventory is frozen in time. The sites on the study will not automatically be made Superfund sites, rather each site will be further evaluated for listing on the Registry. So overtime they will be added to the registry or not.

Date of Government Version: 01/01/2003
Date Data Arrived at EDR: 10/20/2006
Date Made Active in Reports: 11/30/2006
Number of Days to Update: 41

Source: Department of Environmental Conservation
Telephone: 518-402-9564
Last EDR Contact: 05/26/2009
Next Scheduled EDR Contact: 08/24/2009
Data Release Frequency: No Update Planned

NY MANIFEST: Facility and Manifest Data

Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a TSD facility.

Date of Government Version: 10/28/2010
Date Data Arrived at EDR: 11/09/2010
Date Made Active in Reports: 12/17/2010
Number of Days to Update: 38

Source: Department of Environmental Conservation
Telephone: 518-402-8651
Last EDR Contact: 11/09/2010
Next Scheduled EDR Contact: 02/21/2011
Data Release Frequency: Annually

DRYCLEANERS: Registered Drycleaners

A listing of all registered drycleaning facilities.

Date of Government Version: 11/19/2010
Date Data Arrived at EDR: 11/19/2010
Date Made Active in Reports: 12/17/2010
Number of Days to Update: 28

Source: Department of Environmental Conservation
Telephone: 518-402-8403
Last EDR Contact: 12/17/2010
Next Scheduled EDR Contact: 04/04/2011
Data Release Frequency: Varies

SPDES: State Pollutant Discharge Elimination System

New York State has a state program which has been approved by the United States Environmental Protection Agency for the control of wastewater and stormwater discharges in accordance with the Clean Water Act. Under New York State law the program is known as the State Pollutant Discharge Elimination System (SPDES) and is broader in scope than that required by the Clean Water Act in that it controls point source discharges to groundwaters as well as surface waters.

Date of Government Version: 11/16/2010
Date Data Arrived at EDR: 11/19/2010
Date Made Active in Reports: 12/17/2010
Number of Days to Update: 28

Source: Department of Environmental Conservation
Telephone: 518-402-8233
Last EDR Contact: 01/17/2011
Next Scheduled EDR Contact: 05/02/2011
Data Release Frequency: No Update Planned

AIRS: Air Emissions Data

Point source emissions inventory data.

Date of Government Version: 12/31/2009
Date Data Arrived at EDR: 11/02/2010
Date Made Active in Reports: 12/17/2010
Number of Days to Update: 45

Source: Department of Environmental Conservation
Telephone: 518-402-8452
Last EDR Contact: 11/01/2010
Next Scheduled EDR Contact: 02/14/2011
Data Release Frequency: Annually

E DESIGNATION: E DESIGNATION SITE LISTING

The (E (Environmental)) designation would ensure that sampling and remediation take place on the subject properties, and would avoid any significant impacts related to hazardous materials at these locations. The (E) designations would require that the fee owner of the sites conduct a testing and sampling protocol, and remediation where appropriate, to the satisfaction of the NYCDEP before the issuance of a building permit by the Department of Buildings pursuant to the provisions of Section 11-15 of the Zoning Resolution (Environmental Requirements). The (E) designations also include a mandatory construction-related health and safety plan which must be approved by NYCDEP.

Date of Government Version: 09/16/2010
Date Data Arrived at EDR: 10/05/2010
Date Made Active in Reports: 11/15/2010
Number of Days to Update: 41

Source: New York City Department of City Planning
Telephone: 718-595-6658
Last EDR Contact: 12/22/2010
Next Scheduled EDR Contact: 04/11/2011
Data Release Frequency: Varies

INDIAN RESERV: Indian Reservations

This map layer portrays Indian administered lands of the United States that have any area equal to or greater than 640 acres.

Date of Government Version: 12/31/2005
Date Data Arrived at EDR: 12/08/2006
Date Made Active in Reports: 01/11/2007
Number of Days to Update: 34

Source: USGS
Telephone: 202-208-3710
Last EDR Contact: 10/28/2010
Next Scheduled EDR Contact: 01/31/2011
Data Release Frequency: Semi-Annually

SCRD DRYCLEANERS: State Coalition for Remediation of Drycleaners Listing

The State Coalition for Remediation of Drycleaners was established in 1998, with support from the U.S. EPA Office of Superfund Remediation and Technology Innovation. It is comprised of representatives of states with established drycleaner remediation programs. Currently the member states are Alabama, Connecticut, Florida, Illinois, Kansas, Minnesota, Missouri, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Wisconsin.

Date of Government Version: 08/31/2010
Date Data Arrived at EDR: 09/01/2010
Date Made Active in Reports: 12/02/2010
Number of Days to Update: 92

Source: Environmental Protection Agency
Telephone: 615-532-8599
Last EDR Contact: 12/13/2010
Next Scheduled EDR Contact: 02/07/2011
Data Release Frequency: Varies

COAL ASH EPA: Coal Combustion Residues Surface Impoundments List

A listing of coal combustion residues surface impoundments with high hazard potential ratings.

Date of Government Version: 11/09/2009
Date Data Arrived at EDR: 12/18/2009
Date Made Active in Reports: 02/10/2010
Number of Days to Update: 54

Source: Environmental Protection Agency
Telephone: N/A
Last EDR Contact: 12/21/2010
Next Scheduled EDR Contact: 03/28/2011
Data Release Frequency: Varies

FEDLAND: Federal and Indian Lands

Federally and Indian administrated lands of the United States. Lands included are administrated by: Army Corps of Engineers, Bureau of Reclamation, National Wild and Scenic River, National Wildlife Refuge, Public Domain Land, Wilderness, Wilderness Study Area, Wildlife Management Area, Bureau of Indian Affairs, Bureau of Land Management, Department of Justice, Forest Service, Fish and Wildlife Service, National Park Service.

Date of Government Version: 12/31/2005
Date Data Arrived at EDR: 02/06/2006
Date Made Active in Reports: 01/11/2007
Number of Days to Update: 339

Source: U.S. Geological Survey
Telephone: 888-275-8747
Last EDR Contact: 10/28/2010
Next Scheduled EDR Contact: 01/31/2011
Data Release Frequency: N/A

COAL ASH DOE: Sleam-Electric Plan Operation Data

A listing of power plants that store ash in surface ponds.

Date of Government Version: 12/31/2005
Date Data Arrived at EDR: 08/07/2009
Date Made Active in Reports: 10/22/2009
Number of Days to Update: 76

Source: Department of Energy
Telephone: 202-586-8719
Last EDR Contact: 01/18/2011
Next Scheduled EDR Contact: 05/02/2011
Data Release Frequency: Varies

COAL ASH: Coal Ash Disposal Site Listing
A listing of coal ash disposal site locations.

Date of Government Version: 10/14/2010
Date Data Arrived at EDR: 10/14/2010
Date Made Active in Reports: 11/15/2010
Number of Days to Update: 32

Source: Department of Environmental Conservation
Telephone: 518-402-8660
Last EDR Contact: 01/10/2011
Next Scheduled EDR Contact: 04/25/2011
Data Release Frequency: Varies

FINANCIAL ASSURANCE 2: Financial Assurance Information Listing
A listing of financial assurance information for hazardous waste facilities. Financial assurance is intended to ensure that resources are available to pay for the cost of closure, post-closure care, and corrective measures if the owner or operator of a regulated facility is unable or unwilling to pay.

Date of Government Version: 10/31/2008
Date Data Arrived at EDR: 11/25/2008
Date Made Active in Reports: 12/11/2008
Number of Days to Update: 16

Source: Department of Environmental Conservation
Telephone: 518-402-8712
Last EDR Contact: 01/10/2011
Next Scheduled EDR Contact: 04/25/2011
Data Release Frequency: Varies

FINANCIAL ASSURANCE: Financial Assurance Information Listing
Financial assurance information.

Date of Government Version: 10/12/2010
Date Data Arrived at EDR: 10/12/2010
Date Made Active in Reports: 11/15/2010
Number of Days to Update: 34

Source: Department of Environmental Conservation
Telephone: 518-402-8660
Last EDR Contact: 01/10/2011
Next Scheduled EDR Contact: 04/25/2011
Data Release Frequency: Quarterly

PCB TRANSFORMER: PCB Transformer Registration Database
The database of PCB transformer registrations that includes all PCB registration submittals.

Date of Government Version: 01/01/2008
Date Data Arrived at EDR: 02/18/2009
Date Made Active in Reports: 05/29/2009
Number of Days to Update: 100

Source: Environmental Protection Agency
Telephone: 202-566-0517
Last EDR Contact: 11/10/2010
Next Scheduled EDR Contact: 02/14/2011
Data Release Frequency: Varies

EDR PROPRIETARY RECORDS

EDR Proprietary Records

Manufactured Gas Plants: EDR Proprietary Manufactured Gas Plants
The EDR Proprietary Manufactured Gas Plant Database includes records of coal gas plants (manufactured gas plants) compiled by EDR's researchers. Manufactured gas sites were used in the United States from the 1800's to 1950's to produce a gas that could be distributed and used as fuel. These plants used whale oil, rosin, coal, or a mixture of coal, oil, and water that also produced a significant amount of waste. Many of the byproducts of the gas production, such as coal tar (oily waste containing volatile and non-volatile chemicals), sludges, oils and other compounds are potentially hazardous to human health and the environment. The byproduct from this process was frequently disposed of directly at the plant site and can remain or spread slowly, serving as a continuous source of soil and groundwater contamination.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

EDR Historical Auto Stations: EDR Proprietary Historic Gas Stations

EDR has searched selected national collections of business directories and has collected listings of potential gas station/filling station/service station sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include gas station/filling station/service station establishments. The categories reviewed included, but were not limited to gas, gas station, gasoline station, filling station, auto, automobile repair, auto service station, service station, etc.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

EDR Historical Cleaners: EDR Proprietary Historic Dry Cleaners

EDR has searched selected national collections of business directories and has collected listings of potential dry cleaner sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include dry cleaning establishments. The categories reviewed included, but were not limited to dry cleaners, cleaners, laundry, laundromat, cleaning/laundry, wash & dry etc.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

COUNTY RECORDS

CORTLAND COUNTY:

Cortland County Storage Tank Listing

A listing of aboveground storage tank sites located in Cortland County.

Date of Government Version: 09/10/2010
Date Data Arrived at EDR: 09/14/2010
Date Made Active in Reports: 11/19/2010
Number of Days to Update: 66

Source: Cortland County Health Department
Telephone: 607-753-5035
Last EDR Contact: 11/22/2010
Next Scheduled EDR Contact: 02/21/2011
Data Release Frequency: Quarterly

Cortland County Storage Tank Listing

A listing of underground storage tank sites located in Cortland County.

Date of Government Version: 09/10/2010
Date Data Arrived at EDR: 09/14/2010
Date Made Active in Reports: 11/19/2010
Number of Days to Update: 66

Source: Cortland County Health Department
Telephone: 607-753-5035
Last EDR Contact: 11/22/2010
Next Scheduled EDR Contact: 02/21/2011
Data Release Frequency: Quarterly

NASSAU COUNTY:

Registered Tank Database

A listing of aboveground storage tank sites located in Nassau County.

Date of Government Version: 05/21/2003
Date Data Arrived at EDR: 05/27/2003
Date Made Active in Reports: 06/09/2003
Number of Days to Update: 13

Source: Nassau County Health Department
Telephone: 516-571-3314
Last EDR Contact: 01/10/2011
Next Scheduled EDR Contact: 04/25/2011
Data Release Frequency: No Update Planned

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Storage Tank Database
A listing of aboveground storage tank sites located in Nassau County.

Date of Government Version: 11/19/2010
Date Data Arrived at EDR: 11/30/2010
Date Made Active in Reports: 12/15/2010
Number of Days to Update: 15

Source: Nassau County Office of the Fire Marshal
Telephone: 516-572-1000
Last EDR Contact: 11/08/2010
Next Scheduled EDR Contact: 02/21/2011
Data Release Frequency: Varies

Registered Tank Database
A listing of underground storage tank sites located in Nassau County.

Date of Government Version: 05/21/2003
Date Data Arrived at EDR: 05/27/2003
Date Made Active in Reports: 06/09/2003
Number of Days to Update: 13

Source: Nassau County Health Department
Telephone: 516-571-3314
Last EDR Contact: 01/10/2011
Next Scheduled EDR Contact: 04/25/2011
Data Release Frequency: No Update Planned

Storage Tank Database
A listing of underground storage tank sites located in Nassau County.

Date of Government Version: 11/19/2010
Date Data Arrived at EDR: 11/30/2010
Date Made Active in Reports: 12/14/2010
Number of Days to Update: 14

Source: Nassau County Office of the Fire Marshal
Telephone: 516-572-1000
Last EDR Contact: 11/08/2010
Next Scheduled EDR Contact: 02/21/2011
Data Release Frequency: Varies

ROCKLAND COUNTY:

Petroleum Bulk Storage Database
A listing of aboveground storage tank sites located in Rockland County.

Date of Government Version: 06/25/2010
Date Data Arrived at EDR: 06/25/2010
Date Made Active in Reports: 08/10/2010
Number of Days to Update: 46

Source: Rockland County Health Department
Telephone: 914-364-2605
Last EDR Contact: 12/13/2010
Next Scheduled EDR Contact: 03/28/2011
Data Release Frequency: Quarterly

Petroleum Bulk Storage Database
A listing of underground storage tank sites located in Rockland County.

Date of Government Version: 06/25/2010
Date Data Arrived at EDR: 06/25/2010
Date Made Active in Reports: 08/10/2010
Number of Days to Update: 46

Source: Rockland County Health Department
Telephone: 914-364-2605
Last EDR Contact: 12/13/2010
Next Scheduled EDR Contact: 03/28/2011
Data Release Frequency: Quarterly

SUFFOLK COUNTY:

Storage Tank Database
A listing of aboveground storage tank sites located in Suffolk County.

Date of Government Version: 09/13/2006
Date Data Arrived at EDR: 01/11/2007
Date Made Active in Reports: 02/07/2007
Number of Days to Update: 27

Source: Suffolk County Department of Health Services
Telephone: 631-854-2521
Last EDR Contact: 11/08/2010
Next Scheduled EDR Contact: 02/21/2011
Data Release Frequency: Annually

Storage Tank Database
A listing of underground storage tank sites located in Suffolk County.

Date of Government Version: 09/13/2006
Date Data Arrived at EDR: 01/11/2007
Date Made Active in Reports: 02/07/2007
Number of Days to Update: 27

Source: Suffolk County Department of Health Services
Telephone: 631-854-2521
Last EDR Contact: 11/08/2010
Next Scheduled EDR Contact: 02/21/2011
Data Release Frequency: Annually

WESTCHESTER COUNTY:

Listing of Storage Tanks
A listing of aboveground storage tank sites located in Westchester County.

Date of Government Version: 05/05/2005
Date Data Arrived at EDR: 05/31/2005
Date Made Active in Reports: 06/30/2005
Number of Days to Update: 30

Source: Westchester County Department of Health
Telephone: 914-813-5161
Last EDR Contact: 11/08/2010
Next Scheduled EDR Contact: 02/21/2011
Data Release Frequency: Varies

Listing of Storage Tanks
A listing of underground storage tank sites located in Westchester County.

Date of Government Version: 05/05/2005
Date Data Arrived at EDR: 05/31/2005
Date Made Active in Reports: 06/30/2005
Number of Days to Update: 30

Source: Westchester County Department of Health
Telephone: 914-813-5161
Last EDR Contact: 11/08/2010
Next Scheduled EDR Contact: 02/21/2011
Data Release Frequency: Varies

OTHER DATABASE(S)

Depending on the geographic area covered by this report, the data provided in these specialty databases may or may not be complete. For example, the existence of wetlands information data in a specific report does not mean that all wetlands in the area covered by the report are included. Moreover, the absence of any reported wetlands information does not necessarily mean that wetlands do not exist in the area covered by the report.

CT MANIFEST: Hazardous Waste Manifest Data
Facility and manifest data. Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a tsd facility.

Date of Government Version: 12/31/2007
Date Data Arrived at EDR: 08/26/2009
Date Made Active in Reports: 09/11/2009
Number of Days to Update: 16

Source: Department of Environmental Protection
Telephone: 860-424-3375
Last EDR Contact: 12/01/2010
Next Scheduled EDR Contact: 03/07/2011
Data Release Frequency: Annually

NJ MANIFEST: Manifest Information
Hazardous waste manifest information.

Date of Government Version: 12/31/2009
Date Data Arrived at EDR: 07/22/2010
Date Made Active in Reports: 08/26/2010
Number of Days to Update: 35

Source: Department of Environmental Protection
Telephone: N/A
Last EDR Contact: 10/19/2010
Next Scheduled EDR Contact: 01/31/2011
Data Release Frequency: Annually

PA MANIFEST: Manifest Information
Hazardous waste manifest information.

Date of Government Version: 12/31/2008
Date Data Arrived at EDR: 12/01/2009
Date Made Active in Reports: 12/14/2009
Number of Days to Update: 13

Source: Department of Environmental Protection
Telephone: 717-783-8990
Last EDR Contact: 11/22/2010
Next Scheduled EDR Contact: 03/07/2011
Data Release Frequency: Annually

RI MANIFEST: Manifest information
Hazardous waste manifest information

Date of Government Version: 12/31/2009
Date Data Arrived at EDR: 07/19/2010
Date Made Active in Reports: 08/26/2010
Number of Days to Update: 38

Source: Department of Environmental Management
Telephone: 401-222-2797
Last EDR Contact: 11/29/2010
Next Scheduled EDR Contact: 03/14/2011
Data Release Frequency: Annually

VT MANIFEST: Hazardous Waste Manifest Data
Hazardous waste manifest information.

Date of Government Version: 03/29/2010
Date Data Arrived at EDR: 05/14/2010
Date Made Active in Reports: 06/22/2010
Number of Days to Update: 39

Source: Department of Environmental Conservation
Telephone: 802-241-3443
Last EDR Contact: 10/25/2010
Next Scheduled EDR Contact: 02/07/2011
Data Release Frequency: Annually

WI MANIFEST: Manifest Information
Hazardous waste manifest information.

Date of Government Version: 12/31/2009
Date Data Arrived at EDR: 07/06/2010
Date Made Active in Reports: 07/26/2010
Number of Days to Update: 20

Source: Department of Natural Resources
Telephone: N/A
Last EDR Contact: 12/16/2010
Next Scheduled EDR Contact: 04/04/2011
Data Release Frequency: Annually

Oil/Gas Pipelines: This data was obtained by EDR from the USGS in 1994. It is referred to by USGS as GeoData Digital Line Graphs from 1:100,000-Scale Maps. It was extracted from the transportation category including some oil, but primarily gas pipelines.

Electric Power Transmission Line Data
Source: Rextag Strategies Corp.
Telephone: (281) 769-2247
U.S. Electric Transmission and Power Plants Systems Digital GIS Data

Sensitive Receptors: There are individuals deemed sensitive receptors due to their fragile immune systems and special sensitivity to environmental discharges. These sensitive receptors typically include the elderly, the sick, and children. While the location of all sensitive receptors cannot be determined, EDR indicates those buildings and facilities - schools, daycares, hospitals, medical centers, and nursing homes - where individuals who are sensitive receptors are likely to be located.

AHA Hospitals:
Source: American Hospital Association, Inc.
Telephone: 312-280-5991
The database includes a listing of hospitals based on the American Hospital Association's annual survey of hospitals.

Medical Centers: Provider of Services Listing
Source: Centers for Medicare & Medicaid Services
Telephone: 410-786-3000
A listing of hospitals with Medicare provider number, produced by Centers of Medicare & Medicaid Services, a federal agency within the U.S. Department of Health and Human Services.

Nursing Homes
Source: National Institutes of Health
Telephone: 301-594-6248
Information on Medicare and Medicaid certified nursing homes in the United States

Public Schools
Source: National Center for Education Statistics
Telephone: 202-502-7300
The National Center for Education Statistics' primary database on elementary and secondary public education in the United States. It is a comprehensive, annual, national statistical database of all public elementary and secondary schools and school districts, which contains data that are comparable across all states.

Private Schools
Source: National Center for Education Statistics
Telephone: 202-502-7300
The National Center for Education Statistics' primary database on private school locations in the United States.
Daycare Centers: Day Care Providers
Source: Department of Health
Telephone: 212-676-2444

Flood Zone Data: This data, available in select counties across the country, was obtained by EDR in 2003 & 2009 from the Federal Emergency Management Agency (FEMA). Data depicts 100-year and 500-year flood zones as defined by FEMA.

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002 and 2005 from the U.S. Fish and Wildlife Service.

State Wetlands Data: Freshwater Wetlands
Source: Department of Environmental Conservation
Telephone: 518-402-8961

STREET AND ADDRESS INFORMATION

© 2010 Tele Atlas North America, Inc. All rights reserved. This material is proprietary and the subject of copyright protection and other intellectual property rights owned by or licensed to Tele Atlas North America, Inc. The use of this material is subject to the terms of a license agreement. You will be held liable for any unauthorized copying or disclosure of this material.

GEOCHECK®- PHYSICAL SETTING SOURCE ADDENDUM

TARGET PROPERTY ADDRESS

JFK INTERNATIONAL AIRPORT TERMINAL 6
VAN WICK EXPRESSWAY
JAMAICA, NY 11430

TARGET PROPERTY COORDINATES

Latitude (North):	40.64880 - 40° 38' 55.7"
Longitude (West):	73.7798 - 73° 46' 47.3"
Universal Tranverse Mercator:	Zone 18
UTM X (Meters):	603167.4
UTM Y (Meters):	4500276.0
Elevation:	10 ft. above sea level

USGS TOPOGRAPHIC MAP

Target Property Map:	40073-F7 JAMAICA, NY
Most Recent Revision:	1994

EDR's GeoCheck Physical Setting Source Addendum is provided to assist the environmental professional in forming an opinion about the impact of potential contaminant migration.

Assessment of the impact of contaminant migration generally has two principle investigative components:

1. Groundwater flow direction, and
2. Groundwater flow velocity.

Groundwater flow direction may be impacted by surface topography, hydrology, hydrogeology, characteristics of the soil, and nearby wells. Groundwater flow velocity is generally impacted by the nature of the geologic strata.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW DIRECTION INFORMATION

Groundwater flow direction for a particular site is best determined by a qualified environmental professional using site-specific well data. If such data is not reasonably ascertainable, it may be necessary to rely on other sources of information, such as surface topographic information, hydrologic information, hydrogeologic data collected on nearby properties, and regional groundwater flow information (from deep aquifers).

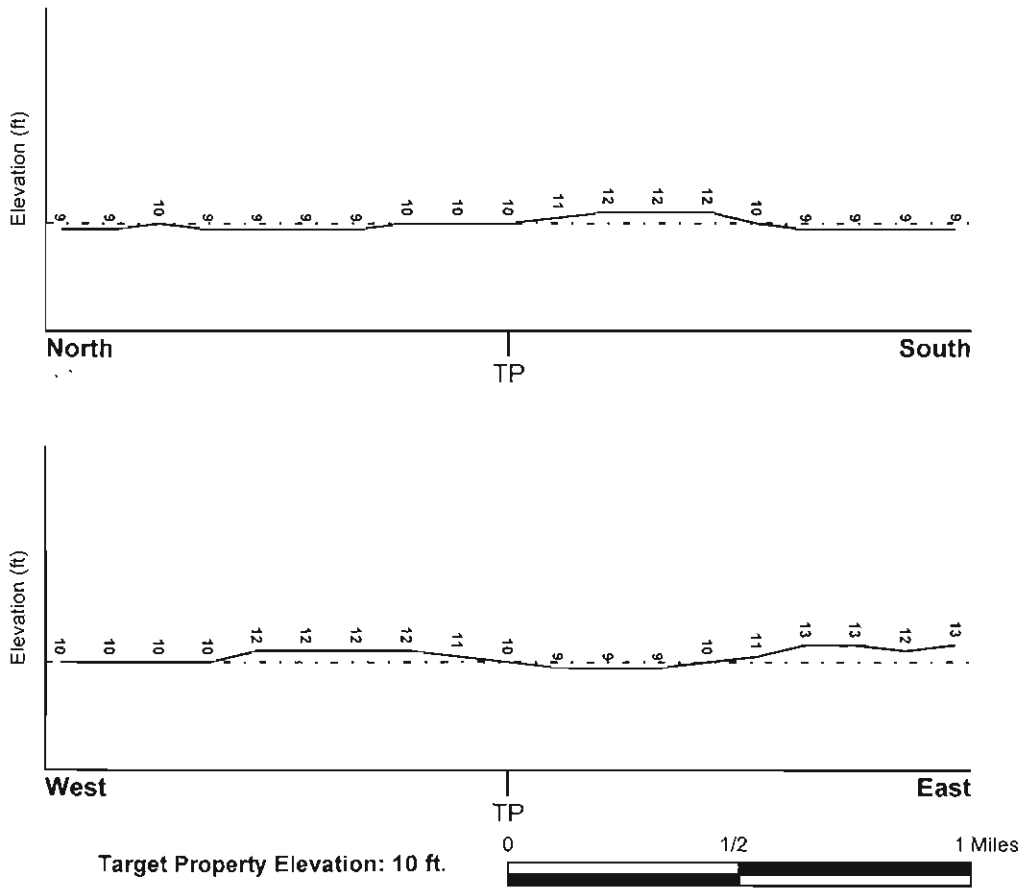
TOPOGRAPHIC INFORMATION

Surface topography may be indicative of the direction of surficial groundwater flow. This information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

TARGET PROPERTY TOPOGRAPHY

General Topographic Gradient: General ENE

SURROUNDING TOPOGRAPHY: ELEVATION PROFILES



Source: Topography has been determined from the USGS 7.5' Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

HYDROLOGIC INFORMATION

Surface water can act as a hydrologic barrier to groundwater flow. Such hydrologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Refer to the Physical Setting Source Map following this summary for hydrologic information (major waterways and bodies of water).

FEMA FLOOD ZONE

Target Property County	FEMA Flood Electronic Data
QUEENS, NY	YES - refer to the Overview Map and Detail Map

Flood Plain Panel at Target Property: 360497 - FEMA DFIRM Flood data

Additional Panels in search area: Not Reported

NATIONAL WETLAND INVENTORY

NWI Quad at Target Property	NWI Electronic Data Coverage
JAMAICA	YES - refer to the Overview Map and Detail Map

HYDROGEOLOGIC INFORMATION

Hydrogeologic information obtained by installation of wells on a specific site can often be an indicator of groundwater flow direction in the immediate area. Such hydrogeologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Site-Specific Hydrogeological Data*:

Search Radius:	1.25 miles
Status:	Not found

AQUIFLOW®

Search Radius: 1.000 Mile.

EDR has developed the AQUIFLOW Information System to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted by environmental professionals to regulatory authorities at select sites and has extracted the date of the report, groundwater flow direction as determined hydrogeologically, and the depth to water table.

MAP ID	LOCATION FROM TP	GENERAL DIRECTION GROUNDWATER FLOW
Not Reported		

* ©1996 Site-specific hydrogeological data gathered by CERCLIS Alerts, Inc., Bainbridge Island, WA. All rights reserved. All of the information and opinions presented are those of the cited EPA report(s), which were completed under a Comprehensive Environmental Response Compensation and Liability Information System (CERCLIS) investigation.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW VELOCITY INFORMATION

Groundwater flow velocity information for a particular site is best determined by a qualified environmental professional using site specific geologic and soil strata data. If such data are not reasonably ascertainable, it may be necessary to rely on other sources of information, including geologic age identification, rock stratigraphic unit and soil characteristics data collected on nearby properties and regional soil information. In general, contaminant plumes move more quickly through sandy-gravelly types of soils than silty-clayey types of soils.

GEOLOGIC INFORMATION IN GENERAL AREA OF TARGET PROPERTY

Geologic information can be used by the environmental professional in forming an opinion about the relative speed at which contaminant migration may be occurring.

ROCK STRATIGRAPHIC UNIT

Era:	Cenozoic
System:	Quaternary
Series:	Pleistocene
Code:	Qp *(decoded above as Era, System & Series)*

GEOLOGIC AGE IDENTIFICATION

Category: Stratifed Sequence

Geologic Age and Rock Stratigraphic Unit Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - a digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

DOMINANT SOIL COMPOSITION IN GENERAL AREA OF TARGET PROPERTY

The U.S. Department of Agriculture's (USDA) Soil Conservation Service (SCS) leads the National Cooperative Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps. The following information is based on Soil Conservation Service STATSGO data.

Soil Component Name:	URBAN LAND
Soil Surface Texture:	variable
Hydrologic Group:	Not reported
Soil Drainage Class:	Not reported

Hydric Status: Soil does not meet the requirements for a hydric soil.

Corrosion Potential - Uncoated Steel:	Not Reported
Depth to Bedrock Min:	> 10 inches
Depth to Bedrock Max:	> 10 inches

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Soil Layer Information							
	Boundary			Classification			
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil	Permeability Rate (in/hr)	Soil Reaction (pH)
1	0 inches	6 inches	variable	Not reported	Not reported	Max: 0.00 Min: 0.00	Max: 0.00 Min: 0.00

OTHER SOIL TYPES IN AREA

Based on Soil Conservation Service STATSGO data, the following additional subordinant soil types may appear within the general area of target property.

Soil Surface Textures: silt loam
loamy sand
sandy loam
fine sandy loam

Surficial Soil Types: silt loam
loamy sand
sandy loam
fine sandy loam

Shallow Soil Types: sandy loam

Deeper Soil Types: unweathered bedrock
very gravelly - loamy sand
stratified
sandy loam

LOCAL / REGIONAL WATER AGENCY RECORDS

EDR Local/Regional Water Agency records provide water well information to assist the environmental professional in assessing sources that may impact ground water flow direction, and in forming an opinion about the impact of contaminant migration on nearby drinking water wells.

WELL SEARCH DISTANCE INFORMATION

DATABASE	SEARCH DISTANCE (miles)
Federal USGS	1.000
Federal FRDS PWS	Nearest PWS within 1 mile
State Database	1.000

FEDERAL USGS WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

FEDERAL USGS WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
1	USGS2120673	0 - 1/8 Mile South
2	USGS2120674	1/4 - 1/2 Mile SSE
3	USGS2120483	1/2 - 1 Mile WNW

FEDERAL FRDS PUBLIC WATER SUPPLY SYSTEM INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
No PWS System Found		

Note: PWS System location is not always the same as well location.

STATE DATABASE WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
No Wells Found		

PHYSICAL SETTING SOURCE MAP - 02971173.1r

- County Boundary
- Major Roads
- Contour Lines
- Airports
- Earthquake epicenter, Richter 5 or greater
- Water Wells
- Public Water Supply Wells
- Cluster of Multiple Icons
- Groundwater Flow Direction
- GI Indeterminate Groundwater Flow at Location
- GV Groundwater Flow Varies at Location
- HD Closest Hydrogeological Data
- Oil, gas or related wells

SITE NAME: JFK International Airport Terminal 6	CLIENT: AECOM
ADDRESS: Van Wick Expressway Jamaica NY 11430	CONTACT: Joanne Newell INQUIRY #: 02971173.1r
LAT/LONG: 40.6488 / 73.7798	DATE: January 20, 2011 2:11 pm

Copyright © 2011 EDR, Inc. © 2010 Tele Atlas Rel. 07/2009.

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

	Database	EDR ID Number
1 **South** **0 - 1/8 Mile** **Higher**	**FED USGS**	**USGS2120673**

Agency cd:	USGS	Site no:	403837073463801
Site name:	Q 3111. 1		
Latitude:	403850	EDR Site id:	USGS2120673
Longitude:	0734648	Dec lat:	40.64732613
Dec lon:	-73.77957757	Coor meth:	M
Coor accr:	S	Latlong datum:	NAD27
Dec latlong datum:	NAD83	District:	36
State:	36	County:	081
Country:	US	Land net:	Not Reported
Location map:	QM1583	Map scale:	Not Reported
Altitude:	14.0		
Altitude method:	Level or other surveying method		
Altitude accuracy:	0.1		
Altitude datum:	National Geodetic Vertical Datum of 1929		
Hydrologic:	Southern Long Island. New York. Area = 1660 sq.mi.		
Topographic:	Not Reported		
Site type:	Ground-water other than Spring	Date construction:	Not Reported
Date inventoried:	Not Reported	Mean greenwich time offset:	EST
Local standard time flag:	N		
Type of ground water site:	Single well, other than collector or Ranney type		
Aquifer Type:	Not Reported		
Aquifer:	JAMECO AQUIFER		
Well depth:	Not Reported	Hole depth:	500.
Source of depth data:	Not Reported		
Project number:	Not Reported		
Real time data flag:	Not Reported	Daily flow data begin date:	Not Reported
Daily flow data end date:	Not Reported	Daily flow data count:	Not Reported
Peak flow data begin date:	Not Reported	Peak flow data end date:	Not Reported
Peak flow data count:	Not Reported	Water quality data begin date:	Not Reported
Water quality data end date:	Not Reported	Water quality data count:	Not Reported
Ground water data begin date:	Not Reported	Ground water data end date:	Not Reported
Ground water data count:	Not Reported		

Ground-water levels, Number of Measurements: 0

	Database	EDR ID Number
2 **SSE** **1/4 - 1/2 Mile** **Higher**	**FED USGS**	**USGS2120674**

Agency cd:	USGS	Site no:	403837073463802
Site name:	Q 3116. 1		
Latitude:	403837	EDR Site id:	USGS2120674
Longitude:	0734638	Dec lat:	40.64371508
Dec lon:	-73.77679972	Coor meth:	M
Coor accr:	S	Latlong datum:	NAD27
Dec latlong datum:	NAD83	District:	36
State:	36	County:	081
Country:	US	Land net:	Not Reported
Location map:	QM1594	Map scale:	Not Reported

Altitude:	14.0		
Altitude method:	Level or other surveying method		
Altitude accuracy:	0.1		
Altitude datum:	National Geodetic Vertical Datum of 1929		
Hydrologic:	Southern Long Island. New York. Area = 1660 sq.mi.		
Topographic:	Not Reported		
Site type:	Ground-water other than Spring	Date construction:	Not Reported
Date inventoried:	Not Reported	Mean greenwich time offset:	EST
Local standard time flag:	N		
Type of ground water site:	Single well, other than collector or Ranney type		
Aquifer Type:	Not Reported		
Aquifer:	GLACIAL AQUIFER,UPPER		
Well depth:	Not Reported	Hole depth:	Not Reported
Source of depth data:	Not Reported		
Project number:	Not Reported		
Real time data flag:	Not Reported	Daily flow data begin date:	Not Reported
Daily flow data end date:	Not Reported	Daily flow data count:	Not Reported
Peak flow data begin date:	Not Reported	Peak flow data end date:	Not Reported
Peak flow data count:	Not Reported	Water quality data begin date:	Not Reported
Water quality data end date:	Not Reported	Water quality data count:	Not Reported
Ground water data begin date:	Not Reported	Ground water data end date:	Not Reported
Ground water data count:	Not Reported		

Ground-water levels, Number of Measurements: 0

3
WNW
1/2 - 1 Mile
Higher

FED USGS **USGS2120483**

Agency cd:	USGS	Site no:	403909073473901
Site name:	Q 676. 1		
Latitude:	403909	EDR Site id:	USGS2120483
Longitude:	0734739	Dec lat:	40.65260381
Dec lon:	-73.79374464	Coor meth:	M
Coor accr:	S	Latlong datum:	NAD27
Dec latlong datum:	NAD83	District:	36
State:	36	County:	081
Country:	US	Land net:	Not Reported
Location map:	QM1510	Map scale:	Not Reported
Altitude:	Not Reported		
Altitude method:	Not Reported		
Altitude accuracy:	Not Reported		
Altitude datum:	Not Reported		
Hydrologic:	Southern Long Island. New York. Area = 1660 sq.mi.		
Topographic:	Not Reported		
Site type:	Ground-water other than Spring	Date construction:	Not Reported
Date inventoried:	Not Reported	Mean greenwich time offset:	EST
Local standard time flag:	N		
Type of ground water site:	Single well, other than collector or Ranney type		
Aquifer Type:	Not Reported		
Aquifer:	Not Reported		
Well depth:	Not Reported	Hole depth:	203.
Source of depth data:	Not Reported		
Project number:	Not Reported		
Real time data flag:	Not Reported	Daily flow data begin date:	Not Reported
Daily flow data end date:	Not Reported	Daily flow data count:	Not Reported
Peak flow data begin date:	Not Reported	Peak flow data end date:	Not Reported

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Peak flow data count: Not Reported
Water quality data end date: Not Reported
Ground water data begin date: Not Reported
Ground water data count: Not Reported

Water quality data begin date: Not Reported
Water quality data count: Not Reported
Ground water data end date: Not Reported

Ground-water levels, Number of Measurements: 0

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS
RADON

AREA RADON INFORMATION

Federal EPA Radon Zone for QUEENS County: 3

Note: Zone 1 indoor average level > 4 pCi/L.
: Zone 2 indoor average level >= 2 pCi/L and <= 4 pCi/L.
: Zone 3 indoor average level < 2 pCi/L.

Federal Area Radon Information for QUEENS COUNTY, NY

Number of sites tested: 81

Area	Average Activity	% <4 pCi/L	% 4-20 pCi/L	% >20 pCi/L
Living Area	0.620 pCi/L	97%	0%	3%
Basement	0.970 pCi/L	93%	6%	1%

PHYSICAL SETTING SOURCE RECORDS SEARCHED

TOPOGRAPHIC INFORMATION

USGS 7.5' Digital Elevation Model (DEM)
Source: United States Geologic Survey
EDR acquired the USGS 7.5' Digital Elevation Model in 2002 and updated it in 2006. The 7.5 minute DEM corresponds to the USGS 1:24,000- and 1:25,000-scale topographic quadrangle maps. The DEM provides elevation data with consistent elevation units and projection.

HYDROLOGIC INFORMATION

Flood Zone Data: This data, available in select counties across the country, was obtained by EDR in 2003 & 2009 from the Federal Emergency Management Agency (FEMA). Data depicts 100-year and 500-year flood zones as defined by FEMA.

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002 and 2005 from the U.S. Fish and Wildlife Service.

State Wetlands Data: Freshwater Wetlands
Source: Department of Environmental Conservation
Telephone: 518-402-8961

HYDROGEOLOGIC INFORMATION

AQUIFLOW^{R} Information System
Source: EDR proprietary database of groundwater flow information
EDR has developed the AQUIFLOW Information System (AIS) to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted to regulatory authorities at select sites and has extracted the date of the report, hydrogeologically determined groundwater flow direction and depth to water table information.

GEOLOGIC INFORMATION

Geologic Age and Rock Stratigraphic Unit
Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - A digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

STATSGO: State Soil Geographic Database
Source: Department of Agriculture, Natural Resources Conservation Services
The U.S. Department of Agriculture's (USDA) Natural Resources Conservation Service (NRCS) leads the national Conservation Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps.

SSURGO: Soil Survey Geographic Database
Source: Department of Agriculture, Natural Resources Conservation Services (NRCS)
Telephone: 800-672-5559
SSURGO is the most detailed level of mapping done by the Natural Resources Conservation Services, mapping scales generally range from 1:12,000 to 1:63,360. Field mapping methods using national standards are used to construct the soil maps in the Soil Survey Geographic (SSURGO) database. SSURGO digitizing duplicates the original soil survey maps. This level of mapping is designed for use by landowners, townships and county natural resource planning and management.

PHYSICAL SETTING SOURCE RECORDS SEARCHED

LOCAL / REGIONAL WATER AGENCY RECORDS

FEDERAL WATER WELLS

PWS: Public Water Systems
Source: EPA/Office of Drinking Water
Telephone: 202-564-3750
Public Water System data from the Federal Reporting Data System. A PWS is any water system which provides water to at least 25 people for at least 60 days annually. PWSs provide water from wells, rivers and other sources.

PWS ENF: Public Water Systems Violation and Enforcement Data
Source: EPA/Office of Drinking Water
Telephone: 202-564-3750
Violation and Enforcement data for Public Water Systems from the Safe Drinking Water Information System (SDWIS) after August 1995. Prior to August 1995, the data came from the Federal Reporting Data System (FRDS).

USGS Water Wells: USGS National Water Inventory System (NWIS)
This database contains descriptive information on sites where the USGS collects or has collected data on surface water and/or groundwater. The groundwater data includes information on wells, springs, and other sources of groundwater.

STATE RECORDS

New York Public Water Wells
Source: New York Department of Health
Telephone: 518-458-6731

OTHER STATE DATABASE INFORMATION

Oil and Gas Well Database
Department of Environmental Conservation
Telephone: 518-402-8072
These files contain records, in the database, of wells that have been drilled.

RADON

State Database: NY Radon
Source: Department of Health
Telephone: 518-402-7556
Radon Test Results

Area Radon Information
Source: USGS
Telephone: 703-356-4020
The National Radon Database has been developed by the U.S. Environmental Protection Agency (USEPA) and is a compilation of the EPA/State Residential Radon Survey and the National Residential Radon Survey. The study covers the years 1986 - 1992. Where necessary data has been supplemented by information collected at private sources such as universities and research institutions.

EPA Radon Zones
Source: EPA
Telephone: 703-356-4020
Sections 307 & 309 of IRAA directed EPA to list and identify areas of U.S. with the potential for elevated indoor radon levels.

OTHER

Airport Landing Facilities: Private and public use landing facilities
Source: Federal Aviation Administration, 800-457-6656

Epicenters: World earthquake epicenters, Richter 5 or greater
Source: Department of Commerce, National Oceanic and Atmospheric Administration

PHYSICAL SETTING SOURCE RECORDS SEARCHED

STREET AND ADDRESS INFORMATION

© 2010 Tele Atlas North America, Inc. All rights reserved. This material is proprietary and the subject of copyright protection and other intellectual property rights owned by or licensed to Tele Atlas North America, Inc. The use of this material is subject to the terms of a license agreement. You will be held liable for any unauthorized copying or disclosure of this material.

Appendix B

Boring and Well Installation Logs

Project Number: 60236456 task 5.3		**Boring Log**	
Client: JetBlue	AECOM	Use: Soil Investigation	**JB-PT 01-SA**
Terminal 6		Boring ID: JB-PT01-SA	
Site Location: JFK Airport, Jamaica, NY		Sheet: 1 of 1	
		Equipment: HSA	Well Depth: N/A ft
Project Manager: Matos	Field Geologist: S. Wright	Date Started: 11/18/2011	Inside Diameter: 4.25"	Screen Depth: N/A ft
Drilling Contractor: WG	Driller: Angel	Date Completed: 11/18/2011	Outside Diameter: 8.25"	Screen length: N/A ft
				Water Depth: ft

Depth	Sample Depth	Sample Number	Blow Counts (24") 0-6	6-12	12-18	18-24	Pen (in.)	Rec (in.)	Sorting	Moisture	PID (ppm)	Field Identification	Description Grab Sample Yes/No	Fill Mat.	Tube	Fill Mat.	Depth
1												Concrete					1
2																	2
3																	3
4																	4
5																	5
6	5-7'	S-1	7	7	13	9	24	12	W	M	32.8	Dark Gray Fine Poorly graded SAND with Silt (SP), moist, non-plastic, non-cohesive, slight petroleum odor.					6
7																	7
8	7-9'	S-2	12	18	16	17	24	14	W	W	41.7	SAA, wet, slight petroleum odor					8
9																	9
10	9-11'	S-3	3	2	2	3	24	8	W	W	10.3	SAA, wet, no odor					10
11												BOH @ 11'. No Refusal.					11
12																	12
13												Soil Sample Collected @ 5-7'					13
14																	14
15																	15
16																	16
17																	17
18																	18
19																	19
20												F: Fine; M: Medium; C: Coerse					20

Comments:

Project Number: 60236456 task 5.3	AECOM	**Boring Log**	
Client: JetBlue		Use: Soil Investigation	**JB-PT 02-SA**
Terminal 6		Boring ID: JB-PT 02-SA	
Site Location: JFK Airport		Sheet: 1 of 1	Well Depth: N/A ft
Jamaica, NY		Equipment: HSA	Screen Depth: N/A ft
Project Manager: Matos	Field Geologist: S. Wright	Date Started: 11/18/2011	Inside Diameter: 4.25"
Drilling Contractor: WG	Driller: Angel	Date Completed: 11/18/2011	Outside Diameter: 8.25"

Depth	Sample Depth	Sample Number	Blow Counts (24") 0-6	6-12	12-18	18-24	Pen (in.)	Rec (in.)	Sorting	Moisture	PID (ppm)	Field Identification	Description Grab Sample Yes/No	Fill Mat.	Tube	Fill Mat.	Depth
1												Concrete					1
2	1.5-2.5'	S-1	--	--	--	--	--	--	--	--	216	Very Dark Gray Fine Poorly Graded GRAVEL (GP), wet, non-plastic, non-cohesive, some Silt, little F-C Sand, strong petroleum odor.					2
3																	3
4																	4
5																	5
6	5-7'	S-2	10	18	15	18	24	14	W	M	378	Very Dark Gray to Black Fine Poorly graded SAND with Silt (SP), moist, non-plastic, non-cohesive, strong petroleum odor.					6
7																	7
8	7-9'	S-3	15	19	25	26	24	18	W	W	411	SAA, wet, strong petroleum odor					8
9																	9
10	9-11'	S-4	1	1	2	1	24	--	W	W	188	SAA, wet, strong petroleum odor					10
11												BOH @ 11'. No Refusal.					11
12																	12
13												Soil Samples Collected @ 1.5-2.5' and 5-7'					13
14																	14
15																	15
16																	16
17																	17
18																	18
19																	19
20												F: Fine; M: Medium; C: Coarse					20

Comments:

Boring Log

Project Number: 60236456 task 5.3		Use: Soil Investigation	**JB-PT03-MW**
Client: JetBlue	AECOM	Boring ID: JB-PT 03-MW	
Terminal 6		Sheet: 1 of 1	Well Depth: 13 ft
Site Location: JFK Airport, Jamaica, NY		Equipment: HSA	Screen Depth: 13 ft
Project Manager: Matos	Field Geologist: S. Wright	Date Started: 11/17/2011	Inside Diameter: 4.25"	Screen length: 10 ft
Drilling Contractor: WG	Driller: Angel	Date Completed: 11/17/2011	Outside Diameter: 8.50"	Water Depth: 7 ft

Depth	Sample Depth	Sample Number	Blow Counts (24") 0-6	6-12	12-18	18-24	Pen (in.)	Rec (in.)	Sorting	Moisture	PID (ppm)	Field Identification	Description Grab Sample Yes/No	Fill Mat.	Tube	Fill Mat.	Depth
1												Concrete					1
2													Bentonite Seal 1-2'				2
3																	3
4													Screen with Sand Pack				4
5																	5
6	5-7'	S-1	5	5	8	12	24	12	W	M	19.3	Dark Grey Fine Poorly Graded SAND with Silt (SP), moist, non-plastic, non-cohesive, slight petroleum odor.	Yes				6
7																	7
8	7-9'	S-2	16	22	20	18	24	18	W	W	3.5	SAA, wet, no odor.					8
9																	9
10	9-11'	S-3	6	8	9	8	24	12	W	W	6.1	SAA, wet, no odor.					10
11																	11
12	11-13'	S-4	5	9	11	9	24	16	W	W	2.8	SAA, wet, no odor.					12
13												Dark Brown PEAT (PT), wet BOH @ 13'. No Refusal.	Bottom of Well 13'				13
14																	14
15												Soil Sample Collected @ 5-7'					15
16																	16
17																	17
18																	18
19																	19
20												F: Fine; M: Medium; C: Coarse					20

Comments:

Project Number 60236456 task 5.3 *Client:* JetBlue Terminal 6 *Site Location:* JFK Airport Jamaica, NY	AECOM	**Boring Log** *Use:* Soil Investigation *Boring ID:* JB-PT04-SA *Sheet:* 1 of 1	**JB-PT 04-SA**
Project Manager: Matos *Drilling Contractor:* WG	*Field Geologist:* S. Wright *Driller:* Angel	*Date Started:* 11/14/2011 *Date Completed:* 11/14/2011	*Equipment:* HSA *Inside Diameter:* 4.25" *Outside Diameter:* 8.25"

Well Depth: N/A ft
Screen Depth: N/A ft
Screen length: N/A ft
Water Depth: ft

Depth	Sample Depth	Sample Number	Blow Counts (24") 0-6	6-12	12-18	18-24	Pen (in.)	Rec (in.)	Sorting	Moisture	PID (ppm)	Field Identification	Description Grab Sample Yes/No	Fill Mat.	Tube	Fill Mat.	Depth
1												Concrete (1.3')	N/A				1
2																	2
3													No				3
4																	4
5																	5
6	5-7'	S-1	5	7	7	4	24	12	W	M	335	Dark Gray Fine Poorly graded SAND with Silt, non-plastic, non-cohesive, strong petroleum odor, sheen	Yes				6
7																	7
8	7-9'	S-2	6	17	8	12	24	16	W	W	665	Black Fine poorly graded SAND with Silt (SP), non-plastic, non-cohensive, strong petroleum odor, coated with product sheen.	No				8
9																	9
10												BOH @ 9'. No Refusal.					10
11												Soil Sample Collected @ 5-7'					11
12																	12
13																	13
14																	14
15																	15
16																	16
17																	17
18																	18
19																	19
20												F: Fine; M: Medium; C: Coarse					20

Comments:

Project Number: 60236456 task 5.3		**Boring Log**	
Client: JetBlue	AECOM	Use: Soil Investigation	**JB-PT 05-SA**
Terminal 6		Boring ID: JB-PT05-SA	
Site Location: JFK Airport		Sheet: 1 of 1	Well Depth: N/A ft
Jamaica, NY		Equipment: HSA	Screen Depth: N/A ft
Project Manager: Matos	Field Geologist: S. Wright	Date Started: 11/17/2011	Inside Diameter: 4.25"	Screen length: N/A ft
Drilling Contractor: WG	Driller: Angel	Date Completed: 11/17/2011	Outside Diameter: 8.25"	Water Depth: ft

Depth	Sample Depth	Sample Number	Blow Counts (24") 0-6	6-12	12-18	18-24	Pen (in.)	Rec (in.)	Sorting	Moisture	PID (ppm)	Field Identification	Description Grab Sample Yes/No	Fill Mat.	Tube	Fill Mat.	Depth
1												Concrete	N/A				1
2																	2
3																	3
4																	4
5																	5
6	5-7'	S-1	3	10	5	6	24	18	W	M	162	Dark Gray Fine Poorly graded SAND with Silt (SP), moist, non-plastic, non-cohesive, strong petroleum odor, sheen	Yes				6
7																	7
8	7-9'	S-2	4	5	7	7	24	18	W	W	189	SAA, wet					8
9																	9
10	9-11'	S-3	3	7	10	7	24	18	W	W	21.5	SAA, wet, slight petroleum odor					10
11												BOH @ 11'. No Refusal.					11
12																	12
13												Soil Sample Collected @ 5-7'					13
14																	14
15																	15
16																	16
17																	17
18																	18
19																	19
20												F: Fine; M: Medium; C: Coarse					20

Comments:

Project Number 60236456 task 5.3
Client: JetBlue

Site Location: Terminal 6, JFK Airport, Jamaica, NY

AECOM

Boring Log

Use: Soil Investigation
Boring ID: JB-PT 06-SA
Sheet: 1 of 1

JB-PT 06-SA

Equipment: HSA
Inside Diameter: 4.25"
Outside Diameter: 8.25"

Well Depth: N/A ft
Screen Depth: N/A ft
Screen length: N/A ft
Water Depth: ft

Project Manager: Matos
Drilling Contractor: WG
Field Geologist: S. Wright
Driller: Angel
Date Started: 11/18/2011
Date Completed: 11/18/2011

Depth	Sample Depth	Sample Number	Blow Counts (24") 0-6	6-12	12-18	18-24	Pen (in.)	Rec (in.)	Sorting	Moisture	PID (ppm)	Field Identification	Description Grab Sample Yes/No	Fill Mat.	Tube	Fill Mat.	Depth
1												Concrete					1
2	1.5-2.5'	--	--	--	--	--	--	--	W	W	0.5	Dark Gray Fine Poorly Graded GRAVEL (GP), wet, non-plastic, non-cohensive, little Silt, little F-C Sand, no odor.	Yes				2
3																	3
4																	4
5																	5
6	5-7'	S-1	7	8	14	20	24	16	W	M	7.2	Dark Gray Fine Poorly graded SAND with Silt (SP), non-plastic, non-cohesive, no odor.	Yes				6
7																	7
8	7-9'	S-2	28	27	22	28	24	12	W	W	1.6	SAA, wet, no odor	No				8
9																	9
10	9-11'	S-3	2	3	4	6	24	12	W	W	1.1	SAA, wet, no odor	No				10
11												BOH @ 11'. No Refusal.					11
12																	12
13												Soil Samples Collected @ 1.5-2.5' and 5-7'					13
14																	14
15																	15
16																	16
17																	17
18																	18
19																	19
20												F: Fine; M: Medium; C: Coarse					20

Comments:

Project Number 60236456 task 5.3
Client: JetBlue

Terminal 6
Site Location: JFK Airport
Jamaica, NY

AECOM

Boring Log

Use: Soil Investigation
Boring ID: JB-PT07-SA
Sheet: 1 of 1

JB-PT 07-SA

Equipment: HSA
Inside Diameter: 4.25"
Outside Diameter: 8.25"

Well Depth: N/A ft
Screen Depth: N/A ft
Screen length: N/A ft
Water Depth: ft

Project Manager: Matos
Drilling Contractor: WG
Field Geologist: S. Wright
Driller: Angel
Date Started: 11/17/2011
Date Completed: 11/17/2011

Depth	Sample Depth	Sample Number	Blow Counts (24") 0-6	6-12	12-18	18-24	Pen (in.)	Rec (in.)	Sorting	Moisture	PID (ppm)	Field Identification	Description Grab Sample Yes/No	Fill Mat.	Tube	Fill Mat.	Depth
1																	1
2	1.5-2.5'	--	--	--	--	--	--	--	W	D	45.8	Dark Gray Fine Poorly Graded SAND with Silt (SP), dry, little F-C Gravel, non-plastic, non-cohensive, medium petroleum odor					2
3																	3
4																	4
5																	5
6	5-7'	S-1	8	11	12	11	24	12	W	M	105	Dark Gray Fine Poorly graded SAND with Silt (SP), non-plastic, non-cohesive, petrofeum odor, sheen	Yes				6
7																	7
8	7-9'	S-2	7	10	15	15	24	16	W	W	27.4	SAA, wet, slight petroleum odor					8
9																	9
10	9-11'	S-3	4	5	8	9	24	12	W	W	3.4	SAA, wet, no odor					10
11												BOH @ 11'. No Refusal.					11
12																	12
13												Soil Sample Collected @ 5-7'					13
14																	14
15																	15
16																	16
17																	17
18																	18
19																	19
20												F: Fine; M: Medium; C: Coarse					20

Comments:

Project Number: 60236456 task 5.3		**Boring Log**	
Client: JetBlue	AECOM	Use: Soil Investigation	**JB-PT08-MW**
Terminal 6		Boring ID: JB-PT 08-MW	
Site Location: JFK Airport		Sheet: 1 of 1	
Jamaica, NY		Equipment: HSA	Well Depth: 13 ft
Project Manager: Matos	Field Geologist: S. Wright	Date Started: 11/17/2011	Inside Diameter: 4.25"	Screen Depth: 13 ft
Drilling Contractor: WG	Driller: Angel	Date Completed: 11/17/2011	Outside Diameter: 8.50"	Screen length: 10 ft
				Water Depth: 7 ft

Depth	Sample Depth	Sample Number	Blow Counts (24") 0-6	6-12	12-18	18-24	Pen (in.)	Rec (in.)	Sorting	Moisture	PID (ppm)	Field Identification	Description / Grab Sample Yes/No	Fill Mat. / Tube / Fill Mat.	Depth
1												Concrete			1
2													Bentonite Seal 1-2'		2
3															3
4													Screen with Sand Pack		4
5															5
6	5-7'	S-1	4	5	7	8	24	12	W	M	33.1	Very Dark Gray Fine Poorly Graded SAND with Silt (SP), moist, non-plastic, non-cohesive, slight petroleum odor	Yes		6
7															7
8	7-9'	S-2	9	10	13	13	24	12	W	W	12.2	SAA, wet, no odor			8
9															9
10	9-11'	S-3	3	5	7	7	24	20	W	W	4.6	SAA, wet, no odor			10
11															11
12	11-13'	S-4	9	8	8	8	24	20	W	W	4.5	SAA, wet Very Dark Brown PEAT (PT)			12
13												BOH @ 13'. No Refusal.	Bottom of Well 13'		13
14															14
15												Soil Sample Collected @ 5-7'			15
16															16
17															17
18															18
19															19
20												F: Fine; M: Medium; C: Coarse			20

Comments:

Project Number 60236456 task 5.3
Client: JetBlue

Site Location: Terminal 6, JFK Airport, Jamaica, NY

AECOM

Boring Log

Use: Soil Investigation
Boring ID: JB-PT09-SA
Sheet: 1 of 1

JB-PT 09-SA

Equipment: HSA
Inside Diameter: 4.25"
Outside Diameter: 8.25"

Well Depth: N/A ft
Screen Depth: N/A ft
Screen length: N/A ft
Water Depth: ft

Project Manager: Matos
Drilling Contractor: WG
Field Geologist: S. Wright
Driller: Angel
Date Started: 11/18/2011
Date Completed: 11/21/2011

Depth	Sample Depth	Sample Number	Blow Counts (24") 0-6	6-12	12-18	18-24	Pen (in.)	Rec (in.)	Sorting	Moisture	PID (ppm)	Field Identification	Description Grab Sample Yes/No	Fill Mat.	Tube	Fill Mat.	Depth
1												Concrete					1
2																	2
3																	3
4																	4
5																	5
6	5-7'	S-1	4	2	4	5	24	12	W	M	9.3	Very Dark Gray Fine Poorly Graded SAND with Silt (SP), moist, no odor					6
7																	7
8	7-9'	S-2	12	10	8	8	24	14	W	W	1.4	SAA, wet, no odor.					8
9																	9
10	9-11'	S-3	3	3	4	2	24		W	W	1.1	SAA, wet, no odor.					10
11												BOH @ 11'. No Refusal.					11
12																	12
13												Soil Sample Collected @ 5-7'					13
14																	14
15																	15
16																	16
17																	17
18																	18
19																	19
20												F: Fine; M: Medium; C: Coarse					20

Comments:

Project Number: 60236456 task 5.3		**Boring Log**	
Client: JetBlue	AECOM	Use: Soil Investigation	**JB-PT10-MW**
Site Location: Terminal 6, JFK Airport, Jamaica, NY		Boring ID: JB-PT 10-MW Sheet: 1 of 1	
		Equipment: HSA	Well Depth: 15 ft Screen Depth: 15 ft
Project Manager: Matos	Field Geologist: S. Wright	Date Started: 11/18/2011	Inside Diameter: 4.25"	Screen length: 10 ft
Drilling Contractor: WG	Driller: Angel	Date Completed: 11/18/2011	Outside Diameter: 8.50"	Water Depth: 9 ft

Depth	Sample Depth	Sample Number	Blow Counts (24") 0-6	6-12	12-18	18-24	Pen (in.)	Rec (in.)	Sorting	Moisture	PID (ppm)	Field Identification	Description / Grab Sample Yes/No	Fill Mat.	Tube	Fill Mat.	Depth
1	0-1											Asphalt	Road Box				1
2													Backfill				2
3																	3
4													Bentonite Seal 3-4'				4
5																	5
6	5-7'	S-1	2	4	6	5	24	14	W	M	0.0	Brown Fine Poorly Graded SAND with Silt(SP), moist, non-plastic, non-cohesive, trace F Gravel, no odor	Screen with Sand Pack				6
7																	7
8	7-9'	S-2	8	18	12	10	24	12	W	W	0.2	SAA, Dark Brown, moist, no odor.					8
9																	9
10	9-11'	S-3	1	5	3	12	24	10	W	W	0.5	SA 5-7', wet, no odor					10
11																	11
12	11-13'	S-4	8	8	17	16	24	18	W	W	0.5	SAA, Dark Gray, wet, no odor.					12
13																	13
14	13-15'	S-5	1	1	1	2	24	12	W	W	0.3	SAA, wet, no odor.					14
15												BOH @ 15'. No Refusal.					15
16																	16
17												Soil Sample Collected @ 7-9'					17
18																	18
19																	19
20												F: Fine; M: Medium; C: Coarse					20

Comments:

Project Number: 60236456 task 5.3		**Boring Log**	
Client: JetBlue	AECOM	Use: Soil Investigation	**JB-PT11-MW**
Site Location: Terminal 6, JFK Airport, Jamaica, NY		Boring ID: JB-PT 11-MW	
		Sheet: 1 of 1	
		Equipment: HSA	Well Depth: 13 ft
Project Manager: Matos	Field Geologist: S. Wright	Date Started: 11/15/2011	Inside Diameter: 4.25"	Screen Depth: 13 ft
Drilling Contractor: WG	Driller: Angel	Date Completed: 11/15/2011	Outside Diameter: 8.50"	Screen length: 10 ft
				Water Depth: 7 ft

Depth	Sample Depth	Sample Number	Blow Counts (24") 0-6	6-12	12-18	18-24	Pen (in.)	Rec (in.)	Sorting	Moisture	PID (ppm)	Field Identification	Description / Grab Sample Yes/No	Fill Mat.	Tube	Fill Mat.	Depth
1												Concrete					1
2													Bentonite Seal 1-2'				2
3													Sand Pack				3
4																	4
5																	5
6	5-7'	S-1	8	20	26	22	24	12	W	M	593	Dark Gray Poorly Graded SAND with Silt, moist, non-plastic, non-cohesive, strong petroleum odor, sheen	Yes				6
7																	7
8	7-9'	S-2	13	19	30	25	24	14	W	W	455	Dark Gray to Black Poorly Graded SAND with Silt, wet, non-plastic, non-cohesive, strong petroleum odor, sheen					8
9																	9
10	9-11'	S-3	4	3	3	4	24	10	W	W	64.2	SAA, moderate petroleum odor, sheen.					10
11																	11
12	11-13'	S-4	2	4	6	7	24	20	W	W	69.8	Very Dark Gray PEAT (PT), wet, non-plastic, cohesive, moderate petroleum odor					12
13												BOH @ 13'. No Refusal.	Bottom of Well 13'				13
14																	14
15												Soil Sample Collected @ 5-7'					15
16																	16
17																	17
18																	18
19																	19
20												F: Fine; M: Medium; C: Coarse					20

Comments:

Appendix C

Waste Manifests

CleanVenture/CycleChem

CVCC 109624

NON-HAZARDOUS SOLID WASTE

The Environmental Services Source

BILL OF LADING

Page 1 of 1 — 24 Hour Emergency Number (908) 354-0210

Generator's Name and Mailing Address: JETBLUE AIRWAYS
JOHN F. KENNEDY INTERNATIONAL AIRPORT PARCEL T, TERMINAL 6
JAMAICA, NY
Generator's Phone (978 905 2308

BOL 0109624
JOHN F. KENNEDY INTERNATI

Transporter 1 Company Name: CLEAN VENTURE INC.
State Trans. ID-NJDEPE 16755
Decal No.- 08626
Transporter's Phone ((908) 355-5800

Transporter 2 Company Name:
State Trans. ID-NJDEPE
Decal No.-
Transporter's Phone ( )

Designated Facility Name and Site Address: Cycle Chem Inc.
217 South First Street
Elizabeth, NJ 07206

10. US EPA ID Number: NJD002200046

Facility's Phone ((908) 355-5800

	US DOT Description (Including Proper Shipping Name, Hazard Class or Division, ID Number and Packing Group)	Containers No.	Type	Total Quantity	Unit Wt/Vol	Waste No.
a.	Non-DOT CHEMICAL PROCESS LIQUID Non-RCRA	01	DM	55	G	1072
b.	Non-DOT CHEMICAL PROCESS SOLID Non-RCRA	03	DM	EST. 1000	P	1027
c.						
d.						

J. Additional Descriptions for Materials Listed Above

a. c.

b. d.

CCI Generator # and Product Codes: 962040/-1/131680/279629 (1)REM002-1 PURGE WATER (2)PC01-2 DRILL CUTTI NGS

GENERATOR

GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations and are non-hazardous by USEPA & applicable state regulations.

PLACARDS REQUIRED — PLACARDS SUPPLIED ☐ YES ☐ NO- FURNISHED BY CARRIER

Printed/Typed Name: X. Catherine Vouyiouckles — Signature: X. Catherine Vouyiouckles — Month Day Year: 2-21-12

TRANSPORTER

Transporter 1 Acknowledgement of Receipt of Materials

Printed/Typed Name: GILBERTO VELEZ — Signature: [signature] — Month Day Year: 2-21-12

Transporter 2 Acknowledgement of Receipt of Materials

Printed/Typed Name: — Signature: — Month Day Year:

FACILITY

Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest.

Printed/Typed Name: [signature] — Signature: [signature] — Month Day Year: 2/21/12

SIGNATURE AND INFORMATION MUST BE LEGIBLE ON ALL COPIES

CLEAN VENTURE GENERATOR — COPY 2 PINK TRANSPORTER — COPY 3 BLUE CycleChem — COPY 4 CANARY FACILITY

Appendix D

Low Flow Sheets and Equipment Calibration Records

JB-PT03-MW

AECOM

Well ID: ~~JB-PT03-MW~~

Low Flow Ground Water Sample Collection Record

Client: Jet Blue Date: 11/30/14 Time: Start 1500 am/pm
Project No: 60236456 Finish 1630 am/pm
Site Location: Jetblue JFK Terminal 6
Weather Conds: 36°F, sunny + windy Collector(s): T. Croft / C. Callahan

1. WATER LEVEL DATA: (measured from Top of Casing)

a. Total Well Length 13.32 c. Length of Water Column 6.97 (a-b) Casing Diameter/Material 2" PVC

b. Water Table Depth 6.35 d. Calculated System Volume (see back) 4.3 L

2. WELL PURGE DATA

a. Purge Method: Peristaltic

b. Acceptance Criteria defined (see workplan)

- Temperature	3%	-D.O.	10%
- pH	± 1.0 unit	- ORP	± 10mV
- Sp. Cond.	3%	- Drawdown	< 0.3'

c. Field Testing Equipment used:

	Make	Model	Serial Number
	YSI	556	10F10F06
	LaMotte	2020	ME12714

Time (24hr)	Volume Remove (Liters)	Temp. (°C)	pH	Spec. Cond. (µS/cm)	DO (mg/L)	ORP (mV)	Turbidity (NTU)	Flow Rate (ml/min)	Drawdown (feet)	Color/Odor
1505	1	14.67	6.33	2123	2.74	-42.0	15.9	200	0.27	Clear/None
1510	2	15.30	6.39	1911	1.11	-49.1	11.6	"	0.40	"
1515	3	15.58	6.41	1822	0.00	-55.6	7.20	"	0.41	"
1520	4	15.76	6.45	1819	0.32	-56.1	5.11	"	0.41	"
1525	5	15.71	6.45	1836	0.16	-58.9	3.77	"	0.42	"
1530	6	15.73	6.46	1835	0.15	-59.5	2.96	"	0.42	"
1535	7	15.74	6.46	1836	0.14	-60.0	2.76	"	0.42	"

d. Acceptance criteria pass/fail

	Yes	No	N/A
Has required volume been removed	☒	☐	☐
Has required turbidity been reached	☒	☐	☐
Have parameters stabilized	☒	☐	☐

If no or N/A - Explain below.

(continued on back)

3. SAMPLE COLLECTION: Method: Low

Sample ID	Container Type	No. of Containers	Preservation	Analysis Req.	Time
JB-PT03-MW	VOA	3	HCl	VOC, MTBE	1600
	1L	2	None	SVOC	
	1L	2	HCl	TPH	
	VOA	2	None	Methanol	

Comments

Signature Date 11/30/14

ACCOM

Well ID: JB-P708-MW

Low Flow Ground Water Sample Collection Record

Client: Jet Blue | Date: 11/29/11 | Time: Start 1330 am/pm | Finish 1450 am/pm
Project No: 60236456
Site Location: Jetblue JFK Terminal 6
Weather Conds: overcast, 50s, dry, rained today | Collector(s): T. Croft / C. Callahan

1. WATER LEVEL DATA: (measured from Top of Casing)

a. Total Well Length 13.10' c. Length of Water Column 7.30' (a-b) 4.3 L | Casing Diameter/Material 2" / PVC
b. Water Table Depth 5.80 d. Calculated System Volume (see back) 0.17

2. WELL PURGE DATA

a. Purge Method: peristaltic pump

b. Acceptance Criteria defined (see workplan)

- Temperature	3%	-D.O.	10%
- pH	± 1.0 unit	- ORP	± 10mV
- Sp. Cond.	3%	- Drawdown	< 0.3'

c. Field Testing Equipment used:

	Make	Model	Serial Number
	YSI	6000XL	09B0a420
	Lamotte	2020 turbidimeter	3226 1902
	Solinst	Interface meter	SG211

Time (24hr)	Volume Remove (Liters)	Temp. (°C)	pH	Spec. Cond. (µS/cm)	DO (mg/L)	ORP (mV)	Turbidity (NTU)	Flow Rate (ml/min)	Drawdown (feet)	Color/Odor
1400	0.65	17.03	6.68	3649	0.56	-37.4	65	130	∅	clear/none
1405	1.30	16.96	6.75	3628	0.43	-32.4	60	130	∅	clear/none
1410	1.95	16.88	6.80	3710	0.42	-40.1	50	130	∅	clear/none
1415	2.60	16.87	6.85	3727	0.20	-42.8	50	130	∅	clear/none

d. Acceptance criteria pass/fail

	Yes	No	N/A
Has required volume been removed	☒	☐	☐
Has required turbidity been reached	☐	☒	☐
Have parameters stabilized	☑	☐	☐

If no or N/A - Explain below.

(continued on back)

3. SAMPLE COLLECTION: Method: peristaltic pump - grab

Sample ID	Container Type	No. of Containers	Preservation	Analysis Req.	Time
JB-TB08-MW	1L-A	2	HCl		1420
	1L-A	2	none		↓
	40mL-V	3	HCl		
	40mL-V	2	HCl		↓

Comments: Pump on at 1340; off at 1343 - leaking flow cell. Pump on at 1353

Signature: Tom Croft Date: 11/29/11

AECOM

Well ID: SB PT10-MW

Low Flow Ground Water Sample Collection Record

Client: Jet Blue Date: 12/1/11 Time: Start 0900 am/pm
Project No: 60236456 Finish 1015 am/pm
Site Location: Jetblue JFK Terminal 6
Weather Conds: 50°F SUNNY + WIND Collector(s): T. Croft / C. Callahan

1. WATER LEVEL DATA: (measured from Top of Casing)

a. Total Well Length 14.95 c. Length of Water Column 5.70 (a-b) Casing Diameter/Material 2" PVC

b. Water Table Depth 9.25 d. Calculated System Volume (see back) 3.5 L

2. WELL PURGE DATA

a. Purge Method: SOAKHOSE

b. Acceptance Criteria defined (see workplan)

- Temperature	3%	-D.O.	10%
- pH	± 1.0 unit	- ORP	± 10mV
- Sp. Cond.	3%	- Drawdown	< 0.3'

c. Field Testing Equipment used:

	Make	Model	Serial Number
	YSI	556	10F101206
	LaMotte	2020	MF12754

Time (24hr)	Volume Remove (Liters)	Temp. (°C)	pH	Spec. Cond. (µS/cm)	DO (mg/L)	ORP (mV)	Turbidity (NTU)	Flow Rate (ml/min)	Drawdown (feet)	Color/Odor
0920	1	15.57	7.05	1203	2.71	-8.7	4.98	200	9.28	clear/none
0925	2	15.59	7.01	1196	0.98	-10.1	3.67	"	9.28	"
0930	3	15.74	6.99	1157	0.45	-11.7	2.77	"	9.28	"
0935	4	16.05	6.96	1107	0.31	-24.6	2.13	"	9.28	"
0940	5	16.18	6.96	1051	0.25	-24.1	2.56	"	9.28	"
0945	6	16.19	6.96	1049	0.25	-35.3	2.11	"	9.28	"
0950	7	16.20	6.96	1047	0.24	-35.4	2.01	"	9.28	"

d. Acceptance criteria pass/fail

	Yes	No	N/A
Has required volume been removed	☒	☐	☐
Has required turbidity been reached	☒	☐	☐
Have parameters stabilized	☒	☐	☐

If no or N/A - Explain below.

(continued on back)

3. SAMPLE COLLECTION: Method: same

Sample ID	Container Type	No. of Containers	Preservation	Analysis Req.	Time
SB-PT10-MW	VOA	3	HCl	VOCs, MTBE	1000
	1L	2	none	SVOCs	
	1L	2	HCl	TPH	
	VOA	2	none	Glycol	

Comments

Signature Date 12/1/11

AECOM

Well ID: JB-PT 11-MW

Low Flow Ground Water Sample Collection Record

Client: Jet Blue Date: 11/29/11 Time: Start 1330 am/pm
Project No: 60236456 Finish 1500 am/pm
Site Location: Jetblue JFK Terminal 6
Weather Conds: 50°F overcast, windy Collector(s): T. Croft / C. Callahan

1. WATER LEVEL DATA: (measured from Top of Casing)

a. Total Well Length 12.80 c. Length of Water Column 6.90 (a-b)

Casing Diameter/Material 2" PVC

b. Water Table Depth 5.90 d. Calculated System Volume (see back) 4.2 L

2. WELL PURGE DATA

a. Purge Method: Peristaltic

b. Acceptance Criteria defined (see workplan)

- Temperature	3%	-D.O.	10%
- pH	± 1.0 unit	- ORP	± 10mV
- Sp. Cond.	3%	- Drawdown	< 0.3'

c. Field Testing Equipment used:

	Make	Model	Serial Number
	YSI	556	10F10E06
	LaMotte	2020we	ME 12754

Time (24hr)	Volume Remove (Liters)	Temp. (°C)	pH	Spec. Cond. (µS/cm)	DO (mg/L)	ORP (mV)	Turbidity (NTU)	Flow Rate (ml/min)	Drawdown (feet)	Color/Odor
1341	1	17.39	6.29	1820	0.59	69.0	2.68	200	5.92	clear/musty
1350	2	17.38	6.20	1426	0.40	54.5	3.11	"	5.93	"
1355	3	17.32	6.18	1284	0.35	58.7	2.75	"	5.93	"
1400	4	17.27	6.06	1149	0.26	63.0	2.22	"	5.93	"
1405	5	17.12	6.07	931	0.18	63.7	1.96	"	5.93	"
1410	6	17.11	6.08	927	0.17	64.1	1.38	"	5.93	"
1415	7	17.09	6.09	925	0.16	64.8	1.19	"	5.93	"

(continued on back)

d. Acceptance criteria pass/fail

	Yes	No	N/A
Has required volume been removed	☒	☐	☐
Has required turbidity been reached	☒	☐	☐
Have parameters stabilized	☒	☐	☐

If no or N/A - Explain below.

3. SAMPLE COLLECTION: Method: Same

Sample ID	Container Type	No. of Containers	Preservation	Analysis Req.	Time
JB-PT11-MW	VOA	3	HCl	VOC's, MTBE	1445
↓	1L	2	none	SVOC's	↓
	1L	2	HCl	TPH	
	VOA	2	none	(Glycol)	

Comments ~~MS/MSD (collected @ 1445~~

Signature [signature] Date 11/29/11

AECOM

Well ID: MW-7(ENSR)

Low Flow Ground Water Sample Collection Record

Client: Jet Blue Date: 11/30/11 Time: Start 1045 am/pm
Project No: 60236456 Finish 1200 am/pm
Site Location: Jetblue JFK Terminal 6
Weather Conds: 50°F, rainy + windy Collector(s): T. Croft / C. Callahan

1. WATER LEVEL DATA: (measured from Top of Casing)

a. Total Well Length 11.59 c. Length of Water Column 5.67 (a-b) Casing Diameter/Material 2" PVC

b. Water Table Depth 5.92 d. Calculated System Volume (see back) 3.5 L

2. WELL PURGE DATA

a. Purge Method: Peristaltic

b. Acceptance Criteria defined (see workplan)

- Temperature	3%	-D.O.	10%
- pH	± 1.0 unit	- ORP	± 10mV
- Sp. Cond.	3%	- Drawdown	< 0.3'

c. Field Testing Equipment used:

Make	Model	Serial Number
YSI	556	10F10F06
LaMotte	2020e	ME12754

Time (24hr)	Volume Remove (Liters)	Temp. (°C)	pH	Spec. Cond. (µS/cm)	DO (mg/L)	ORP (mV)	Turbidity (NTU)	Flow Rate (ml/min)	Drawdown (feet)	Color/Odor
1055	1	17.46	6.18	1340	0.94	-47.7	4.20	200	6.02	clear/none
1100	2	17.01	6.18	1278	0.51	-59.6	3.80	"	6.02	"
1105	3	16.97	6.17	1201	0.36	-66.7	2.91	"	6.02	"
1110	4	16.75	6.17	1154	0.10	-81.4	1.67	"	6.02	"
1115	5	16.91	6.17	1178	0.10	-99.9	0.81	"	6.02	"
1120	6	16.92	6.17	1179	0.09	-102.6	0.82	"	6.02	"
1125	7	16.93	6.17	1181	0.09	-103.6	0.85	"	6.02	"

d. Acceptance criteria pass/fail

	Yes	No	N/A
Has required volume been removed	☒	☐	☐
Has required turbidity been reached	☒	☐	☐
Have parameters stabilized	☒	☐	☐

If no or N/A - Explain below.

~~(continued on back)~~

3. SAMPLE COLLECTION: Method: Same

Sample ID	Container Type	No. of Containers	Preservation	Analysis Req.	Time
MW-7(ENSR)	VOA	3	HCl	VOCs M+BE	1145
↓	1L	2	none	SVOC's	↓
	1L	2	HCl	TPH	
	VOA	2	none	Glycol	

Comments: Black specks in first 0.1 liters

Signature: [signature] Date: 11/30/11

AECOM

Well ID: MW-BC(ENSR)

Low Flow Ground Water Sample Collection Record

Client: Jet Blue Date: 11/30/11 Time: Start 1430 am/pm
Project No: 60236456 Finish 1540 am/pm
Site Location: Jetblue JFK Terminal 6
Weather Conds: overcast, 50's, dry Collector(s): T. Croft / C. Callahan

1. WATER LEVEL DATA: (measured from Top of Casing)

a. Total Well Length 11.60' c. Length of Water Column 5.90' (a-b) Casing Diameter/Material 2" PVC

b. Water Table Depth 5.70' d. Calculated System Volume (see back) 3.5L

2. WELL PURGE DATA

a. Purge Method: peristaltic pump 0.3

b. Acceptance Criteria defined (see workplan)

- Temperature	3%	-D.O.	10%
- pH	± 1.0 unit	- ORP	± 10mV
- Sp. Cond.	3%	- Drawdown	< 0.3'

c. Field Testing Equipment used:

	Make	Model	Serial Number
	YSI	Castle	07D100420
	Lamotte	2020 Turbid. meter	3226-1902
	Schmidt	Interface meter	5621

Time (24hr)	Volume Remove (Liters)	Temp. (°C)	pH	Spec. Cond. (µS/cm)	DO (mg/L)	ORP (mV)	Turbidity (NTU)	Flow Rate (ml/min)	Drawdown (feet)	Color/Odor
1445	0.80	14.72	6.21	1360	1.08	-32.7	11	160	0.07	clear/none
1450	1.95	15.53	5.99	1372	0.31	-52.3	7.9	230	0.09	clear/none
1455	3.10	15.82	5.81	1369	0.21	-69.7	5.7	230	0.09	clear/none
1500	4.25	15.86	5.72	1359	0.16	-72.1	4.9	230	0.09	clear/none
1505	5.40	15.85	5.69	1355	0.15	-68.8	4.7	230	0.09	clear/none

d. Acceptance criteria pass/fail

	Yes	No	N/A
Has required volume been removed	☒	☐	☐
Has required turbidity been reached	☒	☐	☐
Have parameters stabilized	☒	☐	☐

If no or N/A - Explain below.

(continued on back)

3. SAMPLE COLLECTION: Method: Grab

Sample ID	Container Type	No. of Containers	Preservation	Analysis Req.	Time
MW-BC (ENSR)	1L-A	2	HCl	TPH	1510
	1L-A	2	none	SVOCs	↓
	40mL-V	3	HCl	VOCs + MTBE	
	40mL-V	2	None	Glycol	

Comments pump on at 1440

Signature Tom Croft Date 11/30/11

AECOM

Well ID: MW-11 (ENSR)

Low Flow Ground Water Sample Collection Record

Client: Jet Blue | Date: 11/30/11 | Time: Start 0850 am/pm | Finish 945 am/pm

Project No: 60236456

Site Location: Jetblue JFK Terminal 6

Weather Conds: sunny, 50's, dry | Collector(s): T. Croft / C. Callahan

1. WATER LEVEL DATA: (measured from Top of Casing)

a. Total Well Length 11.55 | c. Length of Water Column 5.24' (a-b) | Casing Diameter/Material 2" / PVC

b. Water Table Depth 6.31' | d. Calculated System Volume (see back) 3.2 L

2. WELL PURGE DATA

a. Purge Method: Peristaltic pump

b. Acceptance Criteria defined (see workplan)

- Temperature	3%	-D.O.	10%
- pH	± 1.0 unit	- ORP	± 10mV
- Sp. Cond.	3%	- Drawdown	< 0.3'

c. Field Testing Equipment used:

	Make	Model	Serial Number
	YSI	6000	09D100426
	Lamotte	2020 Turbidimeter	3226 1912
	Solinst	Interface meter	56201

Time (24hr)	Volume Remove (Liters)	Temp. (°C)	pH	Spec. Cond. (µS/cm)	DO (mg/L)	ORP (mV)	Turbidity (NTU)	Flow Rate (ml/min)	Drawdown (feet)	Color/Odor
0905	3.0	17.15	7.38	1935	1.07	-72.4	10	200	0.08	clear/none
0910	3.0	17.73	6.86	1942	0.32	-70.7	9.8	200	0.08	clear/none
0915	4.0	18.16	6.67	1732	0.24	-72.3	9.0	200	0.09	clear/none
0920	5.0	18.19	6.66	1922	0.17	-78.7	8.3	200	0.09	clear/none

d. Acceptance criteria pass/fail

	Yes	No	N/A
Has required volume been removed	☒	☐	☐
Has required turbidity been reached	☒	☐	☐
Have parameters stabilized	☒	☐	☐

If no or N/A - Explain below.

(continued on back)

3. SAMPLE COLLECTION: Method: grab

Sample ID	Container Type	No. of Containers	Preservation	Analysis Req.	Time
MW-11 (ENSR)	1L-A	2	HCL	TPH	0925
	1L-A	2	none	SVOC	
	40mL-V	3	HCL	MTBE/BTEX	
	40mL-V	2	none	Glycol	

Comments: pump on at 0855

Signature: Tom Croft | Date: 11/30/11

AECOM

Well ID: MW-15 (Finish)

Low Flow Ground Water Sample Collection Record

Client: Jet Blue Date: 11/30/11 Time: Start 1330 am/pm
Project No: 60236456 Finish 1445 am/pm
Site Location: Jetblue JFK Terminal 6
Weather Conds: 50°F, sunny + windy Collector(s): T. Croft / C. Callahan

1. WATER LEVEL DATA: (measured from Top of Casing)

a. Total Well Length 11.84 c. Length of Water Column 7.53 (a-b) Casing Diameter/Material 2" PVC

b. Water Table Depth 4.31 d. Calculated System Volume (see back) 4.7 L

2. WELL PURGE DATA

a. Purge Method: Peristaltic

b. Acceptance Criteria defined (see workplan)

- Temperature	3%	-D.O.	10%
- pH	± 1.0 unit	- ORP	± 10mV
- Sp. Cond.	3%	- Drawdown	< 0.3'

c. Field Testing Equipment used:

Make	Model	Serial Number
FSI	556	10F10E 06
LaMotte	2020e	ME 12754

Time (24hr)	Volume Remove (Liters)	Temp. (°C)	pH	Spec. Cond. (µS/cm)	DO (mg/L)	ORP (mV)	Turbidity (NTU)	Flow Rate (ml/min)	Drawdown (feet)	Color/Odor
1355	1	16.08	6.44	2025	1.21	-7.25	5.56	200	5.99	Clear/Odor
STOPPED -		See	notes							

d. Acceptance criteria pass/fail

	Yes	No	N/A
Has required volume been removed	☐	☐	☒
Has required turbidity been reached	☐	☐	☒
Have parameters stabilized	☐	☐	☒

If no or N/A - Explain below.

(continued on back)

3. SAMPLE COLLECTION: Method: —

Sample ID	Container Type	No. of Containers	Preservation	Analysis Req.	Time

Comments: Open Second reading, 0.03 of product noted - called Rai Matos to discuss. Assumption is purely is drawing in product, sample cancelled

Signature: [signature] Date: 11/30/11

AECOM

Well ID: MW-16 (ENSR)

Low Flow Ground Water Sample Collection Record

Client: Jet Blue
Date: 11/30/11
Time: Start 0900 am/pm
Finish 1030 am/pm
Project No: 60236456
Site Location: Jetblue JFK Terminal 6
Weather Conds: 50°F, sunny + windy
Collector(s): T. Croft / C. Callahan

1. WATER LEVEL DATA: (measured from Top of Casing)

a. Total Well Length 10.90
c. Length of Water Column 4.84 (a-b)
Casing Diameter/Material 2" PVC
b. Water Table Depth 6.06
d. Calculated System Volume (see back) 3 L

2. WELL PURGE DATA

a. Purge Method: Peristaltic

b. Acceptance Criteria defined (see workplan)

- Temperature	3%	-D.O.	10%
- pH	± 1.0 unit	- ORP	± 10mV
- Sp. Cond.	3%	- Drawdown	< 0.3'

c. Field Testing Equipment used:

Make	Model	Serial Number
YSI	556	10F10E06
Lamotte	2020	AE 0754

Time (24hr)	Volume Remove (Liters)	Temp. (°C)	pH	Spec. Cond. (µS/cm)	DO (mg/L)	ORP (mV)	Turbidity (NTU)	Flow Rate (ml/min)	Drawdown (feet)	Color/Odor
0920	1	14.15	6.63	1760	1.36	-78.9	2.69	200	5.58	clear/organic
0925	2	14.20	6.64	1626	1.01	-79.9	2.20	"	5.59	"
0930	3	14.57	6.65	1581	0.52	-89.6	2.56	"	5.59	"
0935	4	14.85	6.66	1500	0.21	-95.7	1.96	"	5.59	"
0940	5	14.96	6.66	1415	0.15	-105.1	1.39	"	5.66	"
0945	6	14.96	6.66	1410	0.14	-105.6	1.11	"	5.66	"
0950	7	14.97	6.66	1407	0.13	-106.3	1.27	"	5.60	"

d. Acceptance criteria pass/fail

	Yes	No	N/A
Has required volume been removed	☒	☐	☐
Has required turbidity been reached	☒	☐	☐
Have parameters stabilized	☒	☐	☐

If no or N/A - Explain below.

(continued on back)

3. SAMPLE COLLECTION: Method: Same

Sample ID	Container Type	No. of Containers	Preservation	Analysis Req.	Time
MW-16 (ENSR)	VOA	3	HCl	VOC's, MTBE	1015
	1L	2	None	SVOC's	
	1L	2	HCl	TPH	
	VOA	2	None	Glycol	
	Plastic	1	HNO3	Rcrab	

Comments
Slight sheen on purge water.

Signature [signature]
Date 11/30/11

AECOM

Well ID: MW-18(ENSR)

Low Flow Ground Water Sample Collection Record

Client: Jet Blue
Date: 12/1/11
Time: Start 1115 am/pm
Finish 1200 am/pm
Project No: 60236456
Site Location: Jetblue JFK Terminal 6
Weather Conds: Sunny, 40, dry
Collector(s): T. Croft / C. Callahan

1. WATER LEVEL DATA: (measured from Top of Casing)

a. Total Well Length 12.0'
c. Length of Water Column 5.42' (a-b)
Casing Diameter/Material 2" / PVC
b. Water Table Depth 6.38'
d. Calculated System Volume (see back) 3.3 L

2. WELL PURGE DATA

a. Purge Method: Peristaltic pump

b. Acceptance Criteria defined (see workplan)

- Temperature	3%	-D.O.	10%
- pH	± 1.0 unit	- ORP	± 10mV
- Sp. Cond.	3%	- Drawdown	< 0.3'

c. Field Testing Equipment used:

Make	Model	Serial Number
YSI	6000L	07D100420
Lamotte	2020 Turbid. meter	3226-1900
Solinst	Interface Meter	52211

Time (24hr)	Volume Remove (Liters)	Temp. (°C)	pH	Spec. Cond. (µS/cm)	DO (mg/L)	ORP (mV)	Turbidity (NTU)	Flow Rate (ml/min)	Drawdown (feet)	Color/Odor
1120	1.2	15.04	6.55	2290	0.76	-23.8	7.1	240	0.07	clear/none
1125	2.4	15.30	6.40	2311	0.39	-45.1	6.5	240	0.07	clear/none
1130	3.6	15.70	6.26	2335	0.27	-57.2	5.6	240	0.07	clear/none
1135	4.8	15.63	6.20	2358	0.25	-59.4	6.4	240	0.07	clear/none
1140	6.0	15.68	6.11	2390	0.20	-66.5	5.4	240	0.07	clear/none

d. Acceptance criteria pass/fail

	Yes	No	N/A
Has required volume been removed	☒	☐	☐
Has required turbidity been reached	☒	☐	☐
Have parameters stabilized	☒	☐	☐

If no or N/A - Explain below.

(continued on back)

3. SAMPLE COLLECTION: Method: Grab

Sample ID	Container Type	No. of Containers	Preservation	Analysis Req.	Time
MW-18(ENSR	1L-A	8	HCL	TPH	1145
	1L-A	8	none	SVOC	
	40mL-V	12	HCL	VOCs + MTBE	
	40mL-V	8	none	Glycol	
	1000mL-P	4	HNO_3	RCRA8	

Comments: pump on at 1115

Duplicate and MS/MSD collected; Duplicate sample ID = DUP-120911

Signature: Tom Croft
Date: 12/1/11

AECOM

Well ID: MW-10 (PANYNJ)

Low Flow Ground Water Sample Collection Record

Client: Jet Blue Date: 12/1/11 Time: Start 0900 am/pm
Project No: 60236456 Finish 0955 am/pm
Site Location: Jetblue JFK Terminal 6
Weather Conds: Sunny, 40s, dry Collector(s): T. Croft / C. Callahan

1. WATER LEVEL DATA: (measured from Top of Casing)

a. Total Well Length 14.90 c. Length of Water Column 8.36 (a-b) Casing Diameter/Material 2"/PVC

b. Water Table Depth 6.54 d. Calculated System Volume (see back) 5.0L

2. WELL PURGE DATA

a. Purge Method: Peristaltic pump

b. Acceptance Criteria defined (see workplan)

- Temperature	3%	-D.O.	10%
- pH	± 1.0 unit	- ORP	± 10mV
- Sp. Cond.	3%	- Drawdown	< 0.3'

c. Field Testing Equipment used:

Make	Model	Serial Number
YSI	Cond	07010420
Lamotte	2020 Turbidimeter	3220-1902
solinst	Interface meter	520 56611

Time (24hr)	Volume Remove (Liters)	Temp. (°C)	pH	Spec. Cond. (µS/cm)	DO (mg/L)	ORP (mV)	Turbidity (NTU)	Flow Rate (ml/min)	Drawdown (feet)	Color/Odor
0915	1.20	15.05	6.14	1324	0.96	-68.1	22	170	0.05	clear/none
0920	2.55	15.44	6.08	1318	0.59	-67.6	20	270	0.07	clear/none
0925	3.90	15.76	6.14	1333	0.24	-76.3	17	270	0.08	clear/none
0930	5.25	15.77	6.10	1334	0.26	-77.1		270	0.08	clear/none

d. Acceptance criteria pass/fail

	Yes	No	N/A
Has required volume been removed	☒	☐	☐
Has required turbidity been reached	☒	☐	☐
Have parameters stabilized	☒	☐	☐

If no or N/A - Explain below.

(continued on back)

3. SAMPLE COLLECTION: Method: Grab

Sample ID	Container Type	No. of Containers	Preservation	Analysis Req.	Time
MW-10 (PANYNJ)	1L-A	2	HCL	TPH	0935
	1L-A	2	none	Sulfate	
	40mL V	3	HCL	VOC, TMTBE	
	40mL V	2	none	Glycol	

Comments: pump on at 0957

Signature: Tom Croft Date: 12/1/11

AECOM

Well ID: MW-11 (PANYNJ)

Low Flow Ground Water Sample Collection Record

Client: Jet Blue
Date: 11/30/11
Time: Start 1130 am/pm
Finish 1215 am/pm
Project No: 60236456
Site Location: Jetblue JFK Terminal 6
Weather Conds: Sunny, 50's, dry
Collector(s): T. Croft / C. Callahan

1. WATER LEVEL DATA: (measured from Top of Casing)

a. Total Well Length 10.28'
c. Length of Water Column 5.26 (a-b)
Casing Diameter/Material 2" /PVC
b. Water Table Depth 5.02'
d. Calculated System Volume (see back) 3.1 L

2. WELL PURGE DATA

a. Purge Method: peristaltic pump

b. Acceptance Criteria defined (see workplan)

- Temperature	3%	-D.O.	10%
- pH	± 1.0 unit	- ORP	± 10mV
- Sp. Cond.	3%	- Drawdown	< 0.3'

c. Field Testing Equipment used:

Make	Model	Serial Number
YSI	6002L	09D100420
Lamotte	2020 Turbidimeter	3226 190L
Solinst	Interface meter	50211

Time (24hr)	Volume Remove (Liters)	Temp. (°C)	pH	Spec. Cond. (µS/cm)	DO (mg/L)	ORP (mV)	Turbidity (NTU)	Flow Rate (ml/min)	Drawdown (feet)	Color/Odor
1140	1.4	17.87	6.30	1296	0.23	-68.6	13	240	0.05	clear/none
1145	2.6	17.92	5.81	1301	0.19	-70.2	7.4	240	0.05	clear/none
1150	3.8	18.09	5.70	1308	0.15	-72.8	7.2	240	0.05	clear/none

d. Acceptance criteria pass/fail

	Yes	No	N/A
Has required volume been removed	☒	☐	☐
Has required turbidity been reached	☒	☐	☐
Have parameters stabilized	☒	☐	☐

If no or N/A - Explain below.

(continued on back)

3. SAMPLE COLLECTION: Method: ~~Grab~~ Grab

Sample ID	Container Type	No. of Containers	Preservation	Analysis Req.	Time
MW-11 (PANYNJ)	1L-A	2	HCL	TPH	1135
	1L-A	2	none	Sveg	↓
	40mL-V	3	HCL	VOCs + MTBE	↓
	40mL-V	2	none	Glycol	↓

Comments: pump on at 1134

Signature: Tom Croft
Date: 11/30/11

AECOM

Well ID: MW-12 (PANYNJ)

Low Flow Ground Water Sample Collection Record

Client: Jet Blue
Date: 12/1/11
Time: Start 1020 am/pm
Finish 11:10 am/pm
Project No: 60236456
Site Location: Jetblue JFK Terminal 6
Weather Conds: sunny, 40, dry
Collector(s): T. Croft / C. Callahan

1. WATER LEVEL DATA: (measured from Top of Casing)

a. Total Well Length 11.30
c. Length of Water Column 5.17 (a-b)
Casing Diameter/Material 2"/PVC
b. Water Table Depth 6.13
d. Calculated System Volume (see back) 3.2 L

2. WELL PURGE DATA

a. Purge Method: peristaltic pump

b. Acceptance Criteria defined (see workplan)

- Temperature	3%	-D.O.	10%
- pH	± 1.0 unit	- ORP	± 10mV
- Sp. Cond.	3%	- Drawdown	< 0.3'

c. Field Testing Equipment used:

Make	Model	Serial Number
YSI	6 axle	09D100420
Lamotte	2020 turbidimeter	3226 [illegible]
Solinst	Interface meter	56211

Time (24hr)	Volume Remove (Liters)	Temp. (°C)	pH	Spec. Cond. (µS/cm)	DO (mg/L)	ORP (mV)	Turbidity (NTU)	Flow Rate (ml/min)	Drawdown (feet)	Color/Odor
1025	0.75	15.34	6.38	2128	2.16	-16.7	65	190	0.05	clear/none
1030	1.95	15.40	5.87	2135	0.46	-16.9	40	200	0.06	clear/none
1035	3.05	15.62	5.74	2126	0.34	-26.2	29	220	0.07	clear/none
1040	4.15	15.52	5.71	2138	0.24	-32.4	22	220	0.07	clear/none
1045	5.25	15.69	5.70	2107	0.21	-36.2		220	0.08	clear/none

d. Acceptance criteria pass/fail

	Yes	No	N/A
Has required volume been removed	☒	☐	☐
Has required turbidity been reached	☒	☐	☐
Have parameters stabilized	☒	☐	☐

If no or N/A - Explain below.

(continued on back)

3. SAMPLE COLLECTION: Method: Grab

Sample ID	Container Type	No. of Containers	Preservation	Analysis Req.	Time
MW-12 (PANYNJ)	1L-A	2	HCl	TPH	1055
	1L-A	2	none	SVOC	↓
	40mL V	3	HCl	VOC + MTBE	↓
	40mL V	2	none	Glycol	↓

Comments: purge on at 1020

Signature: Tom Croft
Date: 12/1/11

AECOM

Well ID: MW-15 (PANYNJ)

Low Flow Ground Water Sample Collection Record

Client: Jet Blue
Date: 11/30/11
Time: Start 1005 am/pm
Finish 1100 am/pm
Project No: 60236456
Site Location: Jetblue JFK Terminal 6
Weather Conds: Sunny, 50's, dry
Collector(s): T. Croft / C. Callahan

1. WATER LEVEL DATA: (measured from Top of Casing)

a. Total Well Length 11.82
c. Length of Water Column 7.47 (a-b)
Casing Diameter/Material 2"/PVC
b. Water Table Depth 4.35
d. Calculated System Volume (see back) 4.7 L

2. WELL PURGE DATA

a. Purge Method: peristaltic pump

b. Acceptance Criteria defined (see workplan)

- Temperature	3%	-D.O.	10%
- pH	± 1.0 unit	- ORP	± 10mV
- Sp. Cond.	3%	- Drawdown	< 0.3'

c. Field Testing Equipment used:

Make	Model	Serial Number
YSI	Cooke	09D100420
Lamotte	2020 Turbidimeter	3226-1902
Solinst	Interface meter	56211

Time (24hr)	Volume Remove (Liters)	Temp. (°C)	pH	Spec. Cond. (µS/cm)	DO (mg/L)	ORP (mV)	Turbidity (NTU)	Flow Rate (ml/min)	Drawdown (feet)	Color/Odor
1015	1.1	16.65	6.57	1083	0.44	-60.7	23	220	0.11	clear/none
1020	2.2	17.54	6.39	1506	0.22	-90.6	27	220	0.12	clear/none
1025	3.3	17.60	6.48	1561	0.17	-97.4	23	220	0.13	clear/none
1030	4.4	17.63	6.52	1631	0.14	-95.7	19	220	0.13	clear/none
1035	5.5	17.64	6.53	1641	0.13	-89.6	15	220	0.13	clear/none
1040	6.6	17.66	6.53	1646	0.11	-97.4	14	220	0.13	clear/none

d. Acceptance criteria pass/fail

	Yes	No	N/A
Has required volume been removed	☒	☐	☐
Has required turbidity been reached	☐	☒	☐
Have parameters stabilized	☒	☐	☐

If no or N/A - Explain below.

(continued on back)

3. SAMPLE COLLECTION: Method: Grab

Sample ID	Container Type	No. of Containers	Preservation	Analysis Req.	Time
MW-15(PANYNJ)	1L-A	2	TPH	HCL	1040
	1L-A	2	SVOCs	none	
	40mL-V	3	VOCs + MTBE	HCL	
	40mL-V	2	Glycol	none	
	250mL-P	1	RCRAB	HNO3	

Comments pump on at 1010

Signature Tom Croft
Date 11/30/11

AECOM

Well ID: MW-16 (PA NJ)

Low Flow Ground Water Sample Collection Record

Client: Jet Blue Date: 12/1/11 Time: Start 1030 am/pm
Project No: 60236456 Finish 1130 am/pm
Site Location: Jetblue JFK Terminal 6
Weather Conds: 50°F, sunny + windy Collector(s): T. Croft / C. Callahan

1. WATER LEVEL DATA: (measured from Top of Casing)

a. Total Well Length 11.38 c. Length of Water Column 5.83 (a-b) Casing Diameter/Material 2" PVC

b. Water Table Depth 5.55 d. Calculated System Volume (see back) 3.6 L

2. WELL PURGE DATA

a. Purge Method: peristaltic

b. Acceptance Criteria defined (see workplan)

- Temperature	3%	-D.O.	10%
- pH	± 1.0 unit	- ORP	± 10mV
- Sp. Cond.	3%	- Drawdown	< 0.3'

c. Field Testing Equipment used:

	Make	Model	Serial Number
	YSI	556	10F1016J6
	LaMotte	2020e	WE12714

Time (24hr)	Volume Remove (Liters)	Temp. (°C)	pH	Spec. Cond. (µS/cm)	DO (mg/L)	ORP (mV)	Turbidity (NTU)	Flow Rate (ml/min)	Drawdown (feet)	Color/Odor
1035	1	15.13	6.61	1414	1.80	-76.3	5.80	200	6.22	clear
1040	2	15.29	6.67	1431	0.75	-79.9	4.76	"	6.23	"
1045	3	15.51	6.66	1456	0.30	-81.7	6.01	"	6.23	"
1050	4	15.65	6.66	1460	0.27	-82.6	3.31	"	6.23	"
1055	5	15.67	6.65	1462	0.29	-84.1	2.96	"	6.24	"
1100	6	15.68	6.65	1463	0.22	-85.0	2.50	"	6.24	"
1105	7	15.66	6.65	1464	0.21	-85.9	2.21	"	6.24	"

(continued on back)

d. Acceptance criteria pass/fail

	Yes	No	N/A
Has required volume been removed	☒	☐	☐
Has required turbidity been reached	☒	☐	☐
Have parameters stabilized	☒	☐	☐

If no or N/A - Explain below.

3. SAMPLE COLLECTION: Method: Same

Sample ID	Container Type	No. of Containers	Preservation	Analysis Req.	Time
MW-16 (PA NJ)	VOA	3	HCl	VOC's, MTBE	1120
	1L	2	none	SVOC's	
	1L	2	HCl	TCN	
	VOA	2	none	Glycol	

Comments

Signature Date 12/1/11

US Environmental Rental Corporation

166 Riverview Ave, Waltham, MA 02453 (781) 899-1560
91 Prestige Park Circle, Suite 5, East Hartford, CT 06108 (860) 289-8700
5C South Gold Dr, Hamilton, NJ 08691 (609) 570-8555
1202 Tech Blvd., Suite 108, Tampa, FL 33619 (813) 628-4200

Order No.: 35214
Date: 11/28/2011

YSI

Company: AECOM
Contact: Tom Croft
Phone #: 978-589-3000

Technician: WEJ

Packing List

Item	Serial Number	Tech	QC
Probe	10F10E06	✓	✓
Handheld Display	06E1427 AM	✓	✓

Item	Tech	QC	Item	Tech	QC
Cable 13 '	✓	✓	AC Adaptor		
Flow Cell	✓	✓	Stand		
Barb Kit	✓	✓	D.O Kit	✓	✓
Storage / Cal Cup	✓	✓	Calibration Kit	✓	✓
Sensor Guard	✓	✓			
Manual	✓	✓			
Sonde Cap					
Software	✓	✓			
Extra Batteries	✓	✓			
Display Comm. Cable	✓	✓			
Sonde Comm. Cable					

Calibration Report

Probe		10F10E06	11/23/2011	
Parameter	*Accuracy*	*Before*	*After*	*Lot #*
Conductivy 1000 µs/cm	*(+/-.5%)*	960	1000	8808
pH 7 Buffer	*(+/- .2)*	7.01	7.00	8797
pH mV for 7 Buffer	*(0 +/- 50)*		-6.1	
pH 4 Buffer	*(+/- .2)*	3.89	4.00	8817
pH mV for 4 Buffer	*(180 +/- 50)*		163.8	
pH 10 Buffer	*(+/- .2)*	9.94	9.99	8818
pH mV for 10 Buffer	*(-180 +/- 50)*		-172.6	
ORP mV, 237.5	*(+/- 20 mV)*	141.1	234.70	8806
DO 100% Sat	*(+/- 2%)*	107.4%	98.8%	
0% DO Check	*(+/- 2%)*	%	0.10	OR1
Turbidity 0 NTU	*(+/- 5%)*	NA	NA	NA
Turbidity 126 NTU	*(+/- 5%)*	NA	NA	NA

review all included items upon receipt, b) verify that all items are in acceptable condition and function properly, and c) contact a US Environmental associate immediately if any item is ***Missing, damaged, and/or malfunctioning equipment and accessories will result in additional fees.***

US Environmental Rental Corporation

168 Riverview Ave, Waltham, MA 02453 (781) 899-1580
91 Prestige Park Circle, Suite 5, East Hartford, CT 06108 (860) 289-8700
5C South Gold Dr, Hamilton, NJ 08691 (609) 570-8555
1202 Tech Blvd., Suite 108, Tampa, FL 33619 (813) 628-4200

Order No.: 35214
Date: 11/28/2011

Company: AECOM
Contact: Tom Croft
Phone #: 978-589-3000

Technician: WEJ

Packing List

Item	Serial Number	Tech	QC
Probe	09D100420	✓	✓
Handheld Display	09D100420	✓	✓

Item	Tech	QC	Item	Tech	QC
Cable 33 '	✓	✓	AC Adaptor		
Flow Cell	✓	✓	Stand		
Barb Kit	✓	✓	D.O Kit	✓	✓
Storage / Cal Cup	✓	✓	Calibration Kit	✓	✓
Sensor Guard	✓	✓			
Manual	✓	✓			
Sonde Cap					
Software	✓	✓			
Extra Batteries	✓	✓			
Display Comm. Cable					
Sonde Comm. Cable					

Calibration Report

Probe		09D100420	11/18/2011	
Parameter	*Accuracy*	*Before*	*After*	*Lot #*
Conductivy 1000 µs/cm	*(+/-.5%)*	1001	1000	8198
pH 7 Buffer	*(+/- .2)*	6.20	7.01	8797
pH mV for 7 Buffer	*(0 +/- 50)*		95.3	
pH 4 Buffer	*(+/- .2)*	4.41	3.99	8817
pH mV for 4 Buffer	*(180 +/- 50)*		165.0	
pH 10 Buffer	*(+/- .2)*	10.80	10.01	8818
pH mV for 10 Buffer	*(-180 +/- 50)*		11.6	
ORP mV, 237.5	*(+/- 20 mV)*	232.6	234.90	10D100053
DO 100% Sat	*(+/- 2%)*	101.2%	100.7%	
0% DO Check	*(+/- 2%)*		0.50	OR1
Turbidity 0 NTU	*(+/- 5%)*	NA	NA	NA
Turbidity 126 NTU	*(+/- 5%)*	NA	NA	NA

review all included items upon receipt, b) verify that all items are in acceptable condition and function properly, and c) contact a US Environmental associate immediately if any item is ***Missing, damaged, and/or malfunctioning equipment and accessories will result in additional fees.***

Project Name: Sat Blue Term 6

Project Number: 60236486

Date: 12/1/11

Tom Conti

Instrument Calibration Record

Parameter	Instrument		Standard		Standard Value @ C	Ambient Temp. C	Initial Value	Adjusted Value	Initials & Time	Comments
	Manf/Model	Serial No.	Manf/Model	SN/Exp. Date						
pH 4.00	YSI 600XLM	09D100420	USE	Lot: 2787 Exp: 3/30/12	4.00 @ 25C	12.64	3.98	4.00	0733	
						12.86	4.04	—	1314	Post Cal
pH 7.00			USE	Lot: 8797 Exp: 3/23/12	7.00 @ 25C	13.08	7.02	7.00	0724	
						13.10	7.06	—	1308	Post Cal
pH 10.00			USE	Lot: 8816 Exp: 3/30/12	10.00 @ 25C	12.67	10.05	10.00	0729	
						12.97	9.98	—	1312	Post Cal
Specific Cond.			USE	Lot: 8509 Exp: 3/22/12	1,000 uS/cm @ 25C	13.28	1056	1000	0720	
						13.31	1028	—	1306	Post Cal
Specific Cond. (check only)			NA	→	____uS/cm @ 25C			—		
								—		Post Cal
ORP			Zobell	Lot: 11A100125 Exp 1/2013	225 mV @ 10 C	11.20	2496	250.5	0736	
						12.52	2483	—	1317	Post Cal
DO			H2O Saturated Air		100% mg/L @ ____C	10.86	98.2	99.7	0715	BP = 756.2 mmHg
						12.25	95.6	—	1303	Post Cal; BP =
DO (zero DO)			USE	Lot: Pull Exp: 6/2012	0 mg/L @ ____C	11.36	0.05	—	0742	
						12.86	0.07	—	1321	Post Cal
Temperature (check only)			NA	→	N/A			—		
								—		Post Cal
Turbidity	LaMotte 2020	3220-1902	USE		0.00 NTU	N/A				
					0.00 NTU	N/A		—		Post Cal
					10 NTU	N/A				
					10 NTU	N/A		—		Post Cal
OVM/PID	NA	→	→	→		N/A				
						N/A		—		Post Cal

BP = Barometric Pressure (mmHg)

Project Name: Jet Blue Term 6

Project Number: 60236456

Date: 11/30/11

Tom Croft

Instrument Calibration Record

Parameter	Instrument Manf/Model	Instrument Serial No.	Standard Manf/Model	Standard SN/Exp. Date	Standard Value @ ___C	Ambient Temp. C	Initial Value	Adjusted Value	Initials & Time	Comments
pH 4.00	YSI 600XLM	09A00420	USE	Lot: 3787 Exp: 3/30/12	4.00 @ 25C	12.72	4.04	3.99	0818	
						13.00	3.97	—	1708	Post Cal
pH 7.00			USE	Lot: 8717 Exp: 3/23/12	7.00 @ 25C	13.80	6.93	7.00	0810	
						13.10	7.03	—	1706	Post Cal
pH 10.00			USE	Lot: 8418 Exp: 3/30/12	10.00 @ 25C	12.87	9.92	10.00	0831	
						12.90	9.98	—	1711	Post Cal
Specific Cond.			USE	Lot: 8509 Exp: 3/28/12	1.000 uS/cm @ 25C	14.72	1100	1000	0801	
						12.82	1082	—	1704	Post Cal
Specific Cond. (check only)			NA	→	___uS/cm @ 25C			—		
								—		Post Cal
ORP			Zobell	Lot: 11A100125 Exp: 1/2013	250.5 mV @ 10 C	11.43	261.6	250.5	0834	
						12.17	254.3	—	1714	Post Cal
DO			H2O Saturated Air		100% mg/L @ ___C	11.64	97.7	99.4	0755	BP = 755.7 mmHg
						9.86	98.6	—	1700	Post Cal; BP = 753.2 mmHg
DO (zero DO)			USE ~~NA~~	Lot: PU1 → Exp: 6/2012	0% mg/L @ ___C	11.52	0.08	—	0842	
								—		Post Cal
Temperature (check only)			NA	→	N/A			—		
								—		Post Cal
Turbidity	LaMotte 2020	3226 1912	USE		0.00 NTU	N/A	0.00	0.00	0821	
					0.00 NTU	N/A	0.00	—	1710	Post Cal
					10 NTU	N/A	10	10 c	0830	
					10 NTU	N/A	10	—	1711	Post Cal
OVM/PID	NA	→				N/A				
						N/A		—		Post Cal

BP = Barometric Pressure (mmHg)

Project Name: JFK Jet Blue

Project Number: _____

Date: 11/30/11

Instrument Calibration Record

Parameter	Instrument Manf/Model	Instrument Serial No.	Standard Manf/Model	Standard SN/Exp. Date	Standard Value @ C	Ambient Temp. C	Initial Value	Adjusted Value	Initials & Time	Comments
pH 4.00	YSI 600XLM	10F10806	8787	3/20/12	4.00 @ 25C	13.16	3.98	3.99	@0746	
						13.46	3.95	—	@1200	Post Cal
pH 7.00			8797	3/23/12	7.00 @ 25C	13.98	7.10	7.00	@0754	
						13.72	7.03	—	@1704	Post Cal
pH 10.00			8818	3/30/12	10.00 @ 25C	14.20	10.12	10.00	@0744	
						13.99	10.03	—	@1706	Post Cal
Specific Cond.			8508	3/28/12	1000 uS/cm @ 25C	13.36	990	1000	@0746	
						14.04	991	—	@1710	Post Cal
Specific Cond. (check only)			Verification	NA	1000 uS/cm @ 25C	13.39	993	—	@0747	
						13.55	991	—	@1712	Post Cal
ORP			11A100125	1/13	2505 mV @ 10 C	12.58	247.2	234.1	@0750	
						13.26	245.5	—	@1714	Post Cal
DO			H2O Saturated Air	NA	100 mg/L @ 10 C	11.64	89.1	99.1	@0830	BP = 733.1
						13.99	95.7	—	@1715	Post Cal; BP =
DO (zero DO)			PO 1	6/12	0 mg/L @ 10 C	12.45	0.8	—	@0805	
						13.47	1.1	—	@1716	Post Cal
Temperature (check only)			NA	NA	N/A			—		
								—		Post Cal
Turbidity	LaMotte 2020	ME 12754			0.00 NTU	N/A	0.00	—	@0815	
					0.00 NTU	N/A	0.00	—	@1719	Post Cal
					10 NTU	N/A	10.00	—	@0817	
					10 NTU	N/A	10.00	—	@1720	Post Cal
OVM/PID	NA					N/A				
						N/A		—		Post Cal

BP = Barometric Pressure (mmHg)

Project Name: JFK Jet Blue

Project Number: _____

Date: 11/30/11

Instrument Calibration Record

Parameter	Instrument		Standard		Standard Value @ C	Ambient Temp. C	Initial Value	Adjusted Value	Initials & Time	Comments
	Manf/Model	Serial No.	Manf/Model	SN/Exp. Date						
pH 4.00	YSI 600XLM	10C105206	8761	3/30/12	4.00 @ 25C	12.54	3.95	4.00	0735	
						13.04	3.98	—		Post Cal
pH 7.00			8797	3/27/12	7.00 @ 25C	13.03	7.03	7.00	0727	
						13.51	7.05	—		Post Cal
pH 10.00			8618	3/30/12	10.00 @ 25C	12.98	10.10	10.01	0729	
						13.62	10.05	—		Post Cal
Specific Cond.			8506	3/28/12	1000 uS/cm @ 25C	13.42	956	999	0731	
						13.78	980	—		Post Cal
Specific Cond. (check only)			N/A		1000 uS/cm @ 25C	13.12	992	—	0737	
						13.49	980	—		Post Cal
ORP			11A10025	1/13	250.3 mV @ 10 C	12.98	245.9	250.4	0735	
						14.04	249.5	—		Post Cal
DO			H2O Saturated Air	NA	10.0 mg/L @ 10 C	12.55	99.9	99.9	0727	BP =
						13.54	94.7	—		Post Cal; BP =
DO (zero DO)			PU1	6/12	0 mg/L @ 10 C	11.11	0.9	—	0729	
						12.62	0.9	—		Post Cal
Temperature (check only)			N/A		N/A			—		
								—		Post Cal
Turbidity	LaMotte 2020e	ME 12754			0.00 NTU	N/A	0.00	-	0734	
					0.00 NTU	N/A	0.00	—		Post Cal
					10 NTU	N/A	10.00	-	0741	
					10 NTU	N/A	10.00	—		Post Cal
OVM/PID	N/A					N/A				
						N/A		—		Post Cal

BP = Barometric Pressure (mmHg)

Appendix E

Laboratory Analytical Results

Report Date:
21-Dec-11 12:03

☐ Final Report
☐ Re-Issued Report
☑ Revised Report

SPECTRUM ANALYTICAL, INC.
Featuring
HANIBAL TECHNOLOGY

Laboratory Report

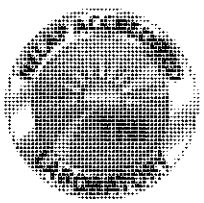
AECOM Environment
250 Apollo Drive
Chelmsford, MA 01824
Attn: Raimundo Matos

Project: Jet Blue, JFK Airport
Project #: 60236456

Laboratory ID	Client Sample ID	Matrix	Date Sampled	Date Received
SB39556-01	JB-PT11-MW	Soil	15-Nov-11 09:15	17-Nov-11 22:00
SB39556-02	JB-PT04-SA	Soil	14-Nov-11 15:00	17-Nov-11 22:00
SB39556-03	JB-PT03-MW	Soil	17-Nov-11 08:15	17-Nov-11 22:00
SB39556-04	JB-PT05-SA-Soil	Soil	17-Nov-11 09:45	17-Nov-11 22:00
SB39556-05	JB-PT07-SA (5-7)	Soil	17-Nov-11 10:45	17-Nov-11 22:00
SB39556-06	JB-PT08-MW	Soil	17-Nov-11 13:30	17-Nov-11 22:00
SB39556-07	Dupe-Soil	Soil	17-Nov-11 00:00	17-Nov-11 22:00
SB39556-08	JB-PT05-SA	Ground Water	17-Nov-11 10:00	17-Nov-11 22:00
SB39556-09	JB-PT07-SA	Ground Water	17-Nov-11 11:00	17-Nov-11 22:00
SB39556-10	Dupe	Ground Water	17-Nov-11 00:00	17-Nov-11 22:00
SB39556-11	TB	Aqueous	17-Nov-11 00:00	17-Nov-11 22:00

I attest that the information contained within the report has been reviewed for accuracy and checked against the quality control requirements for each method. These results relate only to the sample(s) as received.
All applicable NELAC requirements have been met.

Massachusetts # M-MA138/MA1110
Connecticut # PH-0777
Florida # E87600/E87936
Maine # MA138
New Hampshire # 2538
New Jersey # MA011/MA012
New York # 11393/11840
Pennsylvania # 68-04426/68-02924
Rhode Island # 98
USDA # S-51435



Authorized by:

Nicole Leja
Laboratory Director

Spectrum Analytical holds certification in the State of New York for the analytes as indicated with an X in the "Cert." column within this report. Please note that the State of New York does not offer certification for all analytes.
Please note that this report contains 71 pages of analytical data plus Chain of Custody document(s). When the Laboratory Report is indicated as revised, this report supersedes any previously dated reports for the laboratory ID(s) referenced above. Where this report identifies subcontracted analyses, copies of the subcontractor's test report are available upon request. This report may not be reproduced, except in full, without written approval from Spectrum Analytical, Inc.

Spectrum Analytical, Inc. is a NELAC accredited laboratory organization and meets NELAC testing standards. Use of the NELAC logo however does not insure that Spectrum is currently accredited for the specific method or analyte indicated. Please refer to our "Quality" web page at www.spectrum-analytical.com for a full listing of our current certifications and fields of accreditation. States in which Spectrum Analytical, Inc. holds NELAC certification are New York, New Hampshire, New Jersey and Florida. All analytical work for Volatile Organic and Air analysis are transferred to and conducted at our 830 Silver Street location (NY-11840, FL-E87936 and NJ-MA012).

CASE NARRATIVE:

The samples were received 0.3 degrees Celsius, please refer to the Chain of Custody for details specific to temperature upon receipt. An infrared thermometer with a tolerance of +/- 2.0 degrees Celsius was used immediately upon receipt of the samples.

If a Matrix Spike (MS), Matrix Spike Duplicate (MSD) or Duplicate (DUP) was not requested on the Chain of Custody, method criteria may have been fulfilled with a source sample not of this Sample Delivery Group.

All VOC soils samples submitted and analyzed in methanol will have a minimum dilution factor of 50. This is the minimum amount of solvent allowed on the instrumentation without causing interference. Additional dilution factors may be required to keep analyte concentration within instrument calibration.

SW846 8260 TIC Case Narrative:

This report has been republished to revise one of the tentatively identified compounds (TICs) from CAS # 00527-87-4, reported as 1-Methyl-4-(1-methylethyl) benzene, to CAS # 000099-87-6, now reported as 1-Methyl-4-(1-methyl) benzene.

Both compounds have a library match of 93%; there is almost no difference in the Ion chromatogram between the two (106 is slightly higher in one, 105 is slightly higher in the other). Because they are tentatively identified the laboratory cannot confirm the actual compound without calibration. However, we can confirm that it is not Cymene; which is nomenclature for the original TIC reported. For this reason the report was revised because the laboratory is calibrated for that compound and it is not at the correct retention time.

See below for any non-conformances and issues relating to quality control samples and/or sample analysis/matrix.

SW846 8100Mod.

Samples:

SB39556-01 *JB-PT11-MW*

The Reporting Limit has been raised to account for matrix interference.

The surrogate recovery for this sample cannot be accurately quantified due to interference from coeluting organic compounds present in the sample extract.

1-Chlorooctadecane

SB39556-02 *JB-PT04-SA*

The concentration indicated for this analyte is an estimated value. This value is considered an estimate (CLP E-flag).

Total Petroleum Hydrocarbons

SB39556-02RE1 *JB-PT04-SA*

The Reporting Limit has been raised to account for matrix interference.

SB39556-04 *JB-PT05-SA-Soil*

The concentration indicated for this analyte is an estimated value. This value is considered an estimate (CLP E-flag).

Total Petroleum Hydrocarbons

The Reporting Limit has been raised to account for matrix interference.

SB39556-04RE1 *JB-PT05-SA-Soil*

The Reporting Limit has been raised to account for matrix interference.

SB39556-07 *Dupe-Soil*

SW846 8100Mod.

Samples:

SB39556-07 *Dupe-Soil*

The Reporting Limit has been raised to account for matrix interference.

SW846 8260C

Calibration:

1110025

Analyte quantified by quadratic equation type calibration.

Naphthalene

This affected the following samples:

S109403-ICV1
S110998-CCV1

1111005

Analyte quantified by quadratic equation type calibration.

1,2-Dibromo-3-chloropropane
Bromoform
cis-1,3-Dichloropropene
Dibromochloromethane
trans-1,3-Dichloropropene

This affected the following samples:

1124674-BLK1
1124674-BS1
1124674-BSD1
1124786-BLK1
1124786-BS1
1124786-BSD1
Dupe
JB-PT05-SA
JB-PT07-SA
S110081-ICV1
S111070-CCV1
S111083-CCV1
TB

Laboratory Control Samples:

1124674 BS/BSD

2,2-Dichloropropane percent recoveries (65/80) are outside individual acceptance criteria (70-130), but within overall method allowances. All reported results of the following samples are considered to have a potentially low bias:

Dupe
JB-PT05-SA
JB-PT07-SA

2-Hexanone (MBK) percent recoveries (69/77) are outside individual acceptance criteria (70-130), but within overall method allowances. All reported results of the following samples are considered to have a potentially low bias:

Dupe
JB-PT05-SA
JB-PT07-SA

SW846 8260C

Laboratory Control Samples:

1124674 BS/BSD

trans-1,4-Dichloro-2-butene percent recoveries (66/79) are outside individual acceptance criteria (70-130), but within overall method allowances. All reported results of the following samples are considered to have a potentially low bias:

Dupe
JB-PT05-SA
JB-PT07-SA

1124674 BSD

1,1,2-Trichlorotrifluoroethane (Freon 113) RPD 28% (25%) is outside individual acceptance criteria, but within overall method allowances.

Carbon disulfide RPD 28% (25%) is outside individual acceptance criteria, but within overall method allowances.

Carbon tetrachloride RPD 26% (25%) is outside individual acceptance criteria, but within overall method allowances.

1124674-BSD1

The RPD result exceeded the QC control limits; however, both percent recoveries were acceptable. Sample results for the QC batch were accepted based on percent recoveries and completeness of QC data.

1,1,2-Trichlorotrifluoroethane (Freon 113)
Carbon disulfide
Carbon tetrachloride

1124786 BS/BSD

2,2-Dichloropropane percent recoveries (73/67) are outside individual acceptance criteria (70-130), but within overall method allowances. All reported results of the following samples are considered to have a potentially low bias:

TB

2-Hexanone (MBK) percent recoveries (70/69) are outside individual acceptance criteria (70-130), but within overall method allowances. All reported results of the following samples are considered to have a potentially low bias:

TB

4-Methyl-2-pentanone (MIBK) percent recoveries (72/68) are outside individual acceptance criteria (70-130), but within overall method allowances. All reported results of the following samples are considered to have a potentially low bias:

TB

Di-isopropyl ether percent recoveries (72/69) are outside individual acceptance criteria (70-130), but within overall method allowances. All reported results of the following samples are considered to have a potentially low bias:

TB

Ethyl tert-butyl ether percent recoveries (61/59) are outside individual acceptance criteria (70-130), but within overall method allowances. All reported results of the following samples are considered to have a potentially low bias:

TB

Methyl tert-butyl ether percent recoveries (67/66) are outside individual acceptance criteria (70-130), but within overall method allowances. All reported results of the following samples are considered to have a potentially low bias:

TB

Tert-Butanol / butyl alcohol percent recoveries (61/60) are outside individual acceptance criteria (70-130), but within overall method allowances. All reported results of the following samples are considered to have a potentially low bias:

TB

SW846 8260C

Laboratory Control Samples:

1124786 BS/BSD

trans-1,3-Dichloropropene percent recoveries (70/67) are outside individual acceptance criteria (70-130), but within overall method allowances. All reported results of the following samples are considered to have a potentially low bias:

TB

Samples:

S111070-CCV1

Analyte percent difference is outside individual acceptance criteria (20), but within overall method allowances.

1,1,2,2-Tetrachloroethane (-20.8%)
1,3,5-Trimethylbenzene (-20.9%)
2,2-Dichloropropane (-25.3%)
2-Hexanone (MBK) (-29.6%)
4-Methyl-2-pentanone (MIBK) (-28.3%)
Ethyl tert-butyl ether (-20.9%)
n-Propylbenzene (-20.4%)
Tert-Butanol / butyl alcohol (-26.4%)
trans-1,4-Dichloro-2-butene (-24.5%)

This affected the following samples:

1124674-BLK1
1124674-BS1
1124674-BSD1
Dupe
JB-PT05-SA
JB-PT07-SA

S111083-CCV1

Analyte percent difference is outside individual acceptance criteria (20), but within overall method allowances.

1,4-Dioxane (-23.3%)
2,2-Dichloropropane (-25.0%)
2-Butanone (MEK) (-21.6%)
2-Hexanone (MBK) (-25.9%)
4-Methyl-2-pentanone (MIBK) (-27.7%)
Acetone (-29.8%)
Di-isopropyl ether (-25.8%)
Ethyl tert-butyl ether (-37.0%)
Methyl tert-butyl ether (-30.8%)
Tert-Butanol / butyl alcohol (-30.2%)
Tetrahydrofuran (-22.5%)
trans-1,4-Dichloro-2-butene (-28.1%)

Analyte percent drift is outside individual acceptance criteria (20), but within overall method allowances.

cis-1,3-Dichloropropene (-24.2%)
Ethanol (-27.8%)
trans-1,3-Dichloropropene (-29.4%)

This affected the following samples:

1124786-BLK1
1124786-BS1
1124786-BSD1
TB

SB39556-01 *JB-PT11-MW*

SW846 8260C

Samples:

SB39556-01 *JB-PT11-MW*

Sample dilution required for high concentration of target analytes to be within the instrument calibration range.

The concentration indicated for this analyte is an estimated value. This value is considered an estimate (CLP E-flag).

Naphthalene

SB39556-01RE1 *JB-PT11-MW*

Sample dilution required for high concentration of target analytes to be within the instrument calibration range.

SB39556-02 *JB-PT04-SA*

Sample dilution required for high concentration of target analytes to be within the instrument calibration range.

SB39556-03 *JB-PT03-MW*

Sample dilution required for high concentration of target analytes to be within the instrument calibration range.

SB39556-04 *JB-PT05-SA-Soil*

Elevated Reporting Limits due to the presence of high levels of non-target analytes.

SB39556-05 *JB-PT07-SA (5-7)*

Elevated Reporting Limits due to the presence of high levels of non-target analytes.

SB39556-06 *JB-PT08-MW*

Elevated Reporting Limits due to the presence of high levels of non-target analytes.

SB39556-07 *Dupe-Soil*

Elevated Reporting Limits due to the presence of high levels of non-target analytes.

SB39556-08 *JB-PT05-SA*

Insufficient preservative to reduce the sample pH to less than 2.

Sample dilution required for high concentration of target analytes to be within the instrument calibration range.

SB39556-10 *Dupe*

Sample dilution required for high concentration of target analytes to be within the instrument calibration range.

SW846 8270D

Calibration:

1109014

Analyte quantified by quadratic equation type calibration.

Bis(2-chloroisopropyl)ether

SW846 8270D

Calibration:

1109014

This affected the following samples:

1124434-BLK1
1124434-BS1
1124434-BSD1
1124434-DUP1
Dupe
JB-PT05-SA
JB-PT07-SA
S108285-ICV1
S111034-CCV1

Laboratory Control Samples:

1124434 BS/BSD

Benzidine percent recoveries (30/19) are outside individual acceptance criteria (40-140), but within overall method allowances. All reported results of the following samples are considered to have a potentially low bias:

Dupe
JB-PT05-SA
JB-PT07-SA

Benzoic acid percent recoveries (33/31) are outside individual acceptance criteria (40-130), but within overall method allowances. All reported results of the following samples are considered to have a potentially low bias:

Dupe
JB-PT05-SA
JB-PT07-SA

Bis(2-chloroisopropyl)ether percent recoveries (28/27) are outside individual acceptance criteria (40-130), but within overall method allowances. All reported results of the following samples are considered to have a potentially low bias:

Dupe
JB-PT05-SA
JB-PT07-SA

N-Nitrosodimethylamine percent recoveries (36/32) are outside individual acceptance criteria (40-130), but within overall method allowances. All reported results of the following samples are considered to have a potentially low bias:

Dupe
JB-PT05-SA
JB-PT07-SA

Phenol percent recoveries (34/32) are outside individual acceptance criteria (40-130), but within overall method allowances. All reported results of the following samples are considered to have a potentially low bias:

Dupe
JB-PT05-SA
JB-PT07-SA

Pyridine percent recoveries (28/25) are outside individual acceptance criteria (40-140), but within overall method allowances. All reported results of the following samples are considered to have a potentially low bias:

Dupe
JB-PT05-SA
JB-PT07-SA

1124434 BSD

Benzidine RPD 42% (20%) is outside individual acceptance criteria, but within overall method allowances.

SW846 8270D

Laboratory Control Samples:

1124434-BS1

Acid surrogate recovery outside of control limits. The data was accepted based on valid recovery of remaining two acid surrogates.

2,4,6-Tribromophenol

Samples:

S111034-CCV1

Analyte percent difference is outside individual acceptance criteria (20), but within overall method allowances.

N-Nitrosodi-n-propylamine (-21.1%)

Analyte percent drift is outside individual acceptance criteria (20), but within overall method allowances.

Benzoic acid (-23.4%)
Bis(2-chloroisopropyl)ether (-52.3%)

This affected the following samples:

1124434-BLK1
1124434-BS1
1124434-BSD1
1124434-DUP1
Dupe
JB-PT05-SA
JB-PT07-SA

S111156-CCV1

Analyte percent difference is outside individual acceptance criteria (20), but within overall method allowances.

Fluorene (22.1%)

This affected the following samples:

JB-PT04-SA
JB-PT08-MW

S111240-CCV1

Analyte percent difference is outside individual acceptance criteria (20), but within overall method allowances.

Benzo (k) fluoranthene (-24.6%)

This affected the following samples:

JB-PT11-MW

S111303-CCV1

Analyte percent difference is outside individual acceptance criteria (20), but within overall method allowances.

Fluorene (35.4%)

This affected the following samples:

JB-PT07-SA (5-7)

SB39556-01 *JB-PT11-MW*

Sample dilution required for high concentration of target analytes to be within the instrument calibration range.

SB39556-07 *Dupe-Soil*

SW846 8270D

Samples:

SB39556-07 *Dupe-Soil*

Surrogate recovery outside of control limits. The data was accepted based on valid recovery of the remaining surrogate.

2-Fluorobiphenyl

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT11-MW CR39556-01	60236456	Soil	15-Nov-11 09:15	17-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
	VOC Extraction	Field extracted		N/A			1	VOC Soil Extraction	18-Nov-11	19-Nov-11	BD	1124155	
Volatile Organic Compounds			GS1										
Prepared by method SW846 5030 Soil (high level)							Initial weight: 20.16 g						
71-43-2	Benzene	< 424		µg/kg dry	424	222	500	SW846 8260C	26-Nov-11	26-Nov-11	eq	1124608	X
104-51-8	n-Butylbenzene	39,900		µg/kg dry	424	211	500	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	34,900		µg/kg dry	424	411	500	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	2,810		µg/kg dry	424	306	500	"	"	"	"	"	X
100-41-4	Ethylbenzene	7,110		µg/kg dry	424	258	500	"	"	"	"	"	X
98-82-8	Isopropylbenzene	17,000		µg/kg dry	424	213	500	"	"	"	"	"	X
99-87-6	4-Isopropyltoluene	2,640		µg/kg dry	424	175	500	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 424		µg/kg dry	424	308	500	"	"	"	"	"	X
91-20-3	Naphthalene	82,000	E	µg/kg dry	424	263	500	"	"	"	"	"	X
103-65-1	n-Propylbenzene	42,200		µg/kg dry	424	254	500	"	"	"	"	"	X
108-88-3	Toluene	< 424		µg/kg dry	424	379	500	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	< 424		µg/kg dry	424	138	500	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 424		µg/kg dry	424	420	500	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 847		µg/kg dry	847	821	500	"	"	"	"	"	X
95-47-6	o-Xylene	< 424		µg/kg dry	424	289	500	"	"	"	"	"	X
Surrogate recoveries:													
460-00-4	*4-Bromofluorobenzene*	*112*			*70-130 %*			"	"	"	"	"	
2037-26-5	*Toluene-d8*	*104*			*70-130 %*			"	"	"	"	"	
17060-07-0	*1,2-Dichloroethane-d4*	*86*			*70-130 %*			"	"	"	"	"	
1868-53-7	*Dibromofluoromethane*	*89*			*70-130 %*			"	"	"	"	"	
Re-analysis of Volatile Organic Compounds			GS1										
Prepared by method SW846 5030 Soil (high level)							Initial weight: 20.16 g						
71-43-2	Benzene	< 1690		µg/kg dry	1690	889	2000	SW846 8260C	28-Nov-11	28-Nov-11	naa	1124659	X
104-51-8	n-Butylbenzene	40,200		µg/kg dry	1690	845	2000	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	29,700		µg/kg dry	1690	1640	2000	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	2,410		µg/kg dry	1690	1220	2000	"	"	"	"	"	X
100-41-4	Ethylbenzene	6,130		µg/kg dry	1690	1030	2000	"	"	"	"	"	X
98-82-8	Isopropylbenzene	14,400		µg/kg dry	1690	850	2000	"	"	"	"	"	X
99-87-6	4-Isopropyltoluene	2,490		µg/kg dry	1690	701	2000	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 1690		µg/kg dry	1690	1230	2000	"	"	"	"	"	X
91-20-3	Naphthalene	108,000		µg/kg dry	1690	1050	2000	"	"	"	"	"	X
103-65-1	n-Propylbenzene	39,700		µg/kg dry	1690	1020	2000	"	"	"	"	"	X
108-88-3	Toluene	< 1690		µg/kg dry	1690	1520	2000	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	< 1690		µg/kg dry	1690	554	2000	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 1690		µg/kg dry	1690	1680	2000	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 3390		µg/kg dry	3390	3280	2000	"	"	"	"	"	X
95-47-6	o-Xylene	< 1690		µg/kg dry	1690	1160	2000	"	"	"	"	"	X
Surrogate recoveries:													
460-00-4	*4-Bromofluorobenzene*	*113*			*70-130 %*			"	"	"	"	"	
2037-26-5	*Toluene-d8*	*104*			*70-130 %*			"	"	"	"	"	
17060-07-0	*1,2-Dichloroethane-d4*	*104*			*70-130 %*			"	"	"	"	"	
1868-53-7	*Dibromofluoromethane*	*110*			*70-130 %*			"	"	"	"	"	
Semivolatile Organic Compounds by GCMS													

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT11-MW	60236456	Soil	15-Nov-11 09:15	17-Nov-11
SB39556-01				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Semivolatile Organic Compounds by GCMS													
PAHs			GS1										
Prepared by method SW846 3545A													
83-32-9	Acenaphthene	< 3410		µg/kg dry	3410	384	10	SW846 8270D	28-Nov-11	30-Nov-11	ML	1124627	X
208-96-8	Acenaphthylene	< 3410		µg/kg dry	3410	391	10	"	"	"	"	"	X
120-12-7	Anthracene	< 3410		µg/kg dry	3410	401	10	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	< 3410		µg/kg dry	3410	397	10	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	< 3410		µg/kg dry	3410	451	10	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	< 3410		µg/kg dry	3410	411	10	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	< 3410		µg/kg dry	3410	523	10	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	< 3410		µg/kg dry	3410	604	10	"	"	"	"	"	X
218-01-9	Chrysene	< 3410		µg/kg dry	3410	407	10	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	< 3410		µg/kg dry	3410	471	10	"	"	"	"	"	X
206-44-0	Fluoranthene	< 3410		µg/kg dry	3410	624	10	"	"	"	"	"	X
86-73-7	Fluorene	< 3410		µg/kg dry	3410	434	10	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	< 3410		µg/kg dry	3410	630	10	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	6,750		µg/kg dry	3410	500	10	"	"	"	"	"	
91-57-6	2-Methylnaphthalene	7,210		µg/kg dry	3410	403	10	"	"	"	"	"	X
91-20-3	Naphthalene	< 3410		µg/kg dry	3410	345	10	"	"	"	"	"	X
85-01-8	Phenanthrene	< 3410		µg/kg dry	3410	384	10	"	"	"	"	"	X
129-00-0	Pyrene	< 3410		µg/kg dry	3410	686	10	"	"	"	"	"	X
Surrogate recoveries:													
321-60-8	*2-Fluorobiphenyl*	*76*			*30-130 %*			"	"	"	"	"	
1718-51-0	*Terphenyl-d14*	*82*			*30-130 %*			"	"	"	"	"	
Extractable Petroleum Hydrocarbons													
Fingerprinting by GC			R01										
Prepared by method SW846 3545A													
	Total Petroleum Hydrocarbons	5,840		mg/kg dry	68.7	6.9	5	SW846 8100Mod.	28-Nov-11	01-Dec-11	SEW	1124628	
Surrogate recoveries:													
3386-33-2	*1-Chlorooctadecane*	*167*	S02		*40-140 %*			"	"	"	"	"	
General Chemistry Parameters													
	% Solids	94.4		%			1	SM2540 G Mod.	23-Nov-11	23-Nov-11	DT	1124545	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT04-SA CB39556-02	60236456	Soil	14-Nov-11 15:00	17-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
	VOC Extraction	Field extracted		N/A			1	VOC Soil Extraction	18-Nov-11	19-Nov-11	BD	1124155	
Volatile Organic Compounds			GS1										
Prepared by method SW846 5030 Soil (high level)							Initial weight: 20.18 g						
71-43-2	Benzene	< 42.0		µg/kg dry	42.0	22.1	50	SW846 8260C	26-Nov-11	26-Nov-11	eq	1124608	X
104-51-8	n-Butylbenzene	670		µg/kg dry	42.0	21.0	50	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	537		µg/kg dry	42.0	40.8	50	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	79.4		µg/kg dry	42.0	30.4	50	"	"	"	"	"	X
100-41-4	Ethylbenzene	< 42.0		µg/kg dry	42.0	25.6	50	"	"	"	"	"	X
98-82-8	Isopropylbenzene	120		µg/kg dry	42.0	21.1	50	"	"	"	"	"	X
99-87-6	4-Isopropyltoluene	< 42.0		µg/kg dry	42.0	17.4	50	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 42.0		µg/kg dry	42.0	30.5	50	"	"	"	"	"	X
91-20-3	Naphthalene	1,120		µg/kg dry	42.0	26.1	50	"	"	"	"	"	X
103-65-1	n-Propylbenzene	266		µg/kg dry	42.0	25.2	50	"	"	"	"	"	X
108-88-3	Toluene	< 42.0		µg/kg dry	42.0	37.7	50	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	< 42.0		µg/kg dry	42.0	13.7	50	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 42.0		µg/kg dry	42.0	41.6	50	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 84.0		µg/kg dry	84.0	81.5	50	"	"	"	"	"	X
95-47-6	o-Xylene	< 42.0		µg/kg dry	42.0	28.7	50	"	"	"	"	"	X
Surrogate recoveries:													
460-00-4	*4-Bromofluorobenzene*	*130*			*70-130 %*			"	"	"	"	"	
26-5	*Toluene-d8*	*100*			*70-130 %*			"	"	"	"	"	
...060-07-0	*1,2-Dichloroethane-d4*	*80*			*70-130 %*			"	"	"	"	"	
1868-53-7	*Dibromofluoromethane*	*85*			*70-130 %*			"	"	"	"	"	
Semivolatile Organic Compounds by GCMS													
PAHs													
Prepared by method SW846 3545A													
83-32-9	Acenaphthene	< 348		µg/kg dry	348	39.2	1	SW846 8270D	28-Nov-11	29-Nov-11	ML	1124627	X
208-96-8	Acenaphthylene	< 348		µg/kg dry	348	39.8	1	"	"	"	"	"	X
120-12-7	Anthracene	< 348		µg/kg dry	348	40.9	1	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	< 348		µg/kg dry	348	40.5	1	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	< 348		µg/kg dry	348	46.0	1	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	< 348		µg/kg dry	348	42.0	1	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	< 348		µg/kg dry	348	53.3	1	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	< 348		µg/kg dry	348	61.6	1	"	"	"	"	"	X
218-01-9	Chrysene	< 348		µg/kg dry	348	41.5	1	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	< 348		µg/kg dry	348	48.1	1	"	"	"	"	"	X
206-44-0	Fluoranthene	857		µg/kg dry	348	63.7	1	"	"	"	"	"	X
86-73-7	Fluorene	< 348		µg/kg dry	348	44.3	1	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	< 348		µg/kg dry	348	64.3	1	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	1,020		µg/kg dry	348	51.0	1	"	"	"	"	"	
91-57-6	2-Methylnaphthalene	905		µg/kg dry	348	41.1	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 348		µg/kg dry	348	35.2	1	"	"	"	"	"	X
85-01-8	Phenanthrene	1,170		µg/kg dry	348	39.2	1	"	"	"	"	"	X
129-00-0	Pyrene	803		µg/kg dry	348	70.0	1	"	"	"	"	"	X
...ogate recoveries:													
321-60-8	*2-Fluorobiphenyl*	*83*			*30-130 %*			"	"	"	"	"	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT04-SA	60236456	Soil	14-Nov-11 15:00	17-Nov-11
SB39556-02				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Semivolatile Organic Compounds by GCMS													
PAHs													
Prepared by method SW846 3545A													
1718-51-0	*Terphenyl-d14*	*61*			*30-130 %*			SW846 8270D	28-Nov-11	29-Nov-11	ML	1124627	
Extractable Petroleum Hydrocarbons													
Fingerprinting by GC													
Prepared by method SW846 3545A													
	Total Petroleum Hydrocarbons	1,860	E	mg/kg dry	14.0	1.4	1	SW846 8100Mod.	28-Nov-11	29-Nov-11	SEW	1124628	
Surrogate recoveries:													
3386-33-2	*1-Chlorooctadecane*	*84*			*40-140 %*			"	"	"	"	"	
Re-analysis of Fingerprinting by GC			R01										
Prepared by method SW846 3545A													
	Total Petroleum Hydrocarbons	1,890		mg/kg dry	28.0	2.8	2	SW846 8100Mod.	28-Nov-11	02-Dec-11	SEW	1124628	
Surrogate recoveries:													
3386-33-2	*1-Chlorooctadecane*	*75*			*40-140 %*			"	"	"	"	"	
General Chemistry Parameters													
	% Solids	94.7		%			1	SM2540 G Mod.	23-Nov-11	23-Nov-11	DT	1124545	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT03-MW	60236456	Soil	17-Nov-11 08:15	17-Nov-11
CR39556-03				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
	VOC Extraction	Field extracted		N/A			1	VOC Soil Extraction	18-Nov-11	19-Nov-11	BD	1124155	
Volatile Organic Compounds			GS1										
Prepared by method SW846 5030 Soil (high level)						Initial weight: 22.75 g							
71-43-2	Benzene	< 43.5		µg/kg dry	43.5	22.8	50	SW846 8260C	28-Nov-11	28-Nov-11	naa	1124659	X
104-51-8	n-Butylbenzene	60.4		µg/kg dry	43.5	21.7	50	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	65.2		µg/kg dry	43.5	42.2	50	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	< 43.5		µg/kg dry	43.5	31.4	50	"	"	"	"	"	X
100-41-4	Ethylbenzene	< 43.5		µg/kg dry	43.5	26.5	50	"	"	"	"	"	X
98-82-8	Isopropylbenzene	< 43.5		µg/kg dry	43.5	21.8	50	"	"	"	"	"	X
99-87-6	4-Isopropyltoluene	< 43.5		µg/kg dry	43.5	18.0	50	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 43.5		µg/kg dry	43.5	31.6	50	"	"	"	"	"	X
91-20-3	Naphthalene	2,330		µg/kg dry	43.5	27.0	50	"	"	"	"	"	X
103-65-1	n-Propylbenzene	59.1		µg/kg dry	43.5	26.1	50	"	"	"	"	"	X
108-88-3	Toluene	< 43.5		µg/kg dry	43.5	39.0	50	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	< 43.5		µg/kg dry	43.5	14.2	50	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 43.5		µg/kg dry	43.5	43.1	50	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 87.0		µg/kg dry	87.0	84.3	50	"	"	"	"	"	X
95-47-6	o-Xylene	< 43.5		µg/kg dry	43.5	29.7	50	"	"	"	"	"	X
Surrogate recoveries:													
460-00-4	*4-Bromofluorobenzene*	*107*			*70-130 %*			"	"	"	"	"	
26-5	*Toluene-d8*	*103*			*70-130 %*			"	"	"	"	"	
17060-07-0	*1,2-Dichloroethane-d4*	*102*			*70-130 %*			"	"	"	"	"	
1868-53-7	*Dibromofluoromethane*	*102*			*70-130 %*			"	"	"	"	"	
Semivolatile Organic Compounds by GCMS													
PAHs													
Prepared by method SW846 3545A													
83-32-9	Acenaphthene	< 367		µg/kg dry	367	41.3	1	SW846 8270D	28-Nov-11	29-Nov-11	ML	1124627	X
208-96-8	Acenaphthylene	< 367		µg/kg dry	367	42.0	1	"	"	"	"	"	X
120-12-7	Anthracene	< 367		µg/kg dry	367	43.1	1	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	< 367		µg/kg dry	367	42.7	1	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	< 367		µg/kg dry	367	48.4	1	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	< 367		µg/kg dry	367	44.2	1	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	< 367		µg/kg dry	367	56.2	1	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	< 367		µg/kg dry	367	64.9	1	"	"	"	"	"	X
218-01-9	Chrysene	< 367		µg/kg dry	367	43.8	1	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	< 367		µg/kg dry	367	50.7	1	"	"	"	"	"	X
206-44-0	Fluoranthene	< 367		µg/kg dry	367	67.1	1	"	"	"	"	"	X
86-73-7	Fluorene	< 367		µg/kg dry	367	46.7	1	"	"	"	"	"	X
195-39-5	Indeno (1,2,3-cd) pyrene	< 367		µg/kg dry	367	67.8	1	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	< 367		µg/kg dry	367	53.8	1	"	"	"	"	"	
91-57-6	2-Methylnaphthalene	< 367		µg/kg dry	367	43.3	1	"	"	"	"	"	X
91-20-3	Naphthalene	462		µg/kg dry	367	37.1	1	"	"	"	"	"	X
85-01-8	Phenanthrene	< 367		µg/kg dry	367	41.3	1	"	"	"	"	"	X
129-00-0	Pyrene	< 367		µg/kg dry	367	73.8	1	"	"	"	"	"	X
Surrogate recoveries:													
321-60-8	*2-Fluorobiphenyl*	*85*			*30-130 %*			"	"	"	"	"	

This laboratory report is not valid without an authorized signature on the cover page.

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT03-MW SB39556-03	60236456	Soil	17-Nov-11 08:15	17-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Semivolatile Organic Compounds by GCMS													
PAHs													
Prepared by method SW846 3545A													
1718-51-0	*Terphenyl-d14*	*93*			*30-130 %*			SW846 8270D	28-Nov-11	29-Nov-11	ML	1124627	
Extractable Petroleum Hydrocarbons													
Fingerprinting by GC													
Prepared by method SW846 3545A													
	Total Petroleum Hydrocarbons	205		mg/kg dry	14.8	1.5	1	SW846 8100Mod.	28-Nov-11	29-Nov-11	SEW	1124628	
Surrogate recoveries:													
3386-33-2	*1-Chlorooctadecane*	*87*			*40-140 %*			"	"	"	"	"	
General Chemistry Parameters													
	% Solids	88.7		%			1	SM2540 G Mod.	23-Nov-11	23-Nov-11	DT	1124545	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT05-SA-Soil SB39556-04	60236456	Soil	17-Nov-11 09:45	17-Nov-11

.S No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
	VOC Extraction	Field extracted		N/A			1	VOC Soil Extraction	18-Nov-11	19-Nov-11	BD	1124155	
Volatile Organic Compounds			R05										
Prepared by method SW846 5030 Soil (high level)							Initial weight: 22.18 g						
71-43-2	Benzene	< 227		µg/kg dry	227	119	250	SW846 8260C	28-Nov-11	28-Nov-11	naa	1124659	X
104-51-8	n-Butylbenzene	1,000		µg/kg dry	227	113	250	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	590		µg/kg dry	227	220	250	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	< 227		µg/kg dry	227	164	250	"	"	"	"	"	X
100-41-4	Ethylbenzene	< 227		µg/kg dry	227	138	250	"	"	"	"	"	X
98-82-8	Isopropylbenzene	< 227		µg/kg dry	227	114	250	"	"	"	"	"	X
99-87-6	4-Isopropyltoluene	< 227		µg/kg dry	227	94.0	250	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 227		µg/kg dry	227	165	250	"	"	"	"	"	X
91-20-3	Naphthalene	1,780		µg/kg dry	227	141	250	"	"	"	"	"	X
103-65-1	n-Propylbenzene	422		µg/kg dry	227	136	250	"	"	"	"	"	X
108-88-3	Toluene	< 227		µg/kg dry	227	203	250	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	< 227		µg/kg dry	227	74.2	250	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 227		µg/kg dry	227	225	250	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 454		µg/kg dry	454	440	250	"	"	"	"	"	X
95-47-6	o-Xylene	< 227		µg/kg dry	227	155	250	"	"	"	"	"	X
Surrogate recoveries:													
460-00-4	*4-Bromofluorobenzene*	*106*			*70-130 %*			"	"	"	"	"	
7-26-5	*Toluene-d8*	*101*			*70-130 %*			"	"	"	"	"	
30-07-0	*1,2-Dichloroethane-d4*	*104*			*70-130 %*			"	"	"	"	"	
1868-53-7	*Dibromofluoromethane*	*102*			*70-130 %*			"	"	"	"	"	
Semivolatile Organic Compounds by GCMS													
PAHs													
Prepared by method SW846 3545A													
83-32-9	Acenaphthene	1,050		µg/kg dry	369	41.5	1	SW846 8270D	28-Nov-11	29-Nov-11	ML	1124627	X
208-96-8	Acenaphthylene	< 369		µg/kg dry	369	42.2	1	"	"	"	"	"	X
120-12-7	Anthracene	< 369		µg/kg dry	369	43.3	1	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	< 369		µg/kg dry	369	42.9	1	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	< 369		µg/kg dry	369	48.7	1	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	< 369		µg/kg dry	369	44.5	1	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	< 369		µg/kg dry	369	56.5	1	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	< 369		µg/kg dry	369	65.2	1	"	"	"	"	"	X
218-01-9	Chrysene	< 369		µg/kg dry	369	44.0	1	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	< 369		µg/kg dry	369	50.9	1	"	"	"	"	"	X
206-44-0	Fluoranthene	695		µg/kg dry	369	67.5	1	"	"	"	"	"	X
86-73-7	Fluorene	419		µg/kg dry	369	46.9	1	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	< 369		µg/kg dry	369	68.1	1	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	3,950		µg/kg dry	369	54.1	1	"	"	"	"	"	
91-57-6	2-Methylnaphthalene	4,060		µg/kg dry	369	43.6	1	"	"	"	"	"	X
91-20-3	Naphthalene	527		µg/kg dry	369	37.3	1	"	"	"	"	"	X
85-01-8	Phenanthrene	1,260		µg/kg dry	369	41.5	1	"	"	"	"	"	X
129-00-0	Pyrene	680		µg/kg dry	369	74.2	1	"	"	"	"	"	X
ogate recoveries:													
321-60-8	*2-Fluorobiphenyl*	*115*			*30-130 %*			"	"	"	"	"	

This laboratory report is not valid without an authorized signature on the cover page.

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT05-SA-Soil	60236456	Soil	17-Nov-11 09:45	17-Nov-11
SB39556-04				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cer.
Semivolatile Organic Compounds by GCMS													
PAHs													
Prepared by method SW846 3545A													
1718-51-0	*Terphenyl-d14*	*96*			*30-130 %*			SW846 8270D	28-Nov-11	29-Nov-11	ML	1124627	
Extractable Petroleum Hydrocarbons													
Fingerprinting by GC			R01										
Prepared by method SW846 3545A													
	Total Petroleum Hydrocarbons	3,490	E	mg/kg dry	29.7	3.0	2	SW846 8100Mod.	28-Nov-11	30-Nov-11	SEW	1124628	
Surrogate recoveries:													
3386-33-2	*1-Chlorooctadecane*	*96*			*40-140 %*			"	"	"	"	"	
Re-analysis of Fingerprinting by GC			R01										
Prepared by method SW846 3545A													
	Total Petroleum Hydrocarbons	1,990		mg/kg dry	74.3	7.4	5	SW846 8100Mod.	28-Nov-11	02-Dec-11	SEW	1124628	
Surrogate recoveries:													
3386-33-2	*1-Chlorooctadecane*	*109*			*40-140 %*			"	"	"	"	"	
General Chemistry Parameters													
	% Solids	87.9		%			1	SM2540 G Mod.	23-Nov-11	23-Nov-11	DT	1124545	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT07-SA (5-7) SB39556-05	60236456	Soil	17-Nov-11 10:45	17-Nov-11

S No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
	VOC Extraction	Field extracted		N/A			1	VOC Soil Extraction	18-Nov-11	19-Nov-11	BD	1124155	
Volatile Organic Compounds			R05										
Prepared by method SW846 5030 Soil (high level)						Initial weight: 23.6 g							
71-43-2	Benzene	< 91.1		µg/kg dry	91.1	47.8	100	SW846 8260C	28-Nov-11	28-Nov-11	naa	1124659	X
104-51-8	n-Butylbenzene	< 91.1		µg/kg dry	91.1	45.4	100	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	< 91.1		µg/kg dry	91.1	88.3	100	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	< 91.1		µg/kg dry	91.1	65.8	100	"	"	"	"	"	X
100-41-4	Ethylbenzene	< 91.1		µg/kg dry	91.1	55.5	100	"	"	"	"	"	X
98-82-8	Isopropylbenzene	< 91.1		µg/kg dry	91.1	45.7	100	"	"	"	"	"	X
99-87-6	4-Isopropyltoluene	< 91.1		µg/kg dry	91.1	37.7	100	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 91.1		µg/kg dry	91.1	66.2	100	"	"	"	"	"	X
91-20-3	Naphthalene	770		µg/kg dry	91.1	56.6	100	"	"	"	"	"	X
103-65-1	n-Propylbenzene	< 91.1		µg/kg dry	91.1	54.6	100	"	"	"	"	"	X
108-88-3	Toluene	< 91.1		µg/kg dry	91.1	81.6	100	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	< 91.1		µg/kg dry	91.1	29.8	100	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 91.1		µg/kg dry	91.1	90.3	100	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 182		µg/kg dry	182	177	100	"	"	"	"	"	X
95-47-6	o-Xylene	< 91.1		µg/kg dry	91.1	62.2	100	"	"	"	"	"	X
Surrogate recoveries:													
460-00-4	*4-Bromofluorobenzene*	*106*			*70-130 %*			"	"	"	"	"	
460-26-6	*Toluene-d8*	*101*			*70-130 %*			"	"	"	"	"	
17060-07-0	*1,2-Dichloroethane-d4*	*101*			*70-130 %*			"	"	"	"	"	
1868-53-7	*Dibromofluoromethane*	*101*			*70-130 %*			"	"	"	"	"	
Semivolatile Organic Compounds by GCMS													
PAHs													
Prepared by method SW846 3545A													
83-32-9	Acenaphthene	< 379		µg/kg dry	379	42.7	1	SW846 8270D	28-Nov-11	01-Dec-11	ML	1124627	X
208-96-8	Acenaphthylene	< 379		µg/kg dry	379	43.4	1	"	"	"	"	"	X
120-12-7	Anthracene	< 379		µg/kg dry	379	44.5	1	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	< 379		µg/kg dry	379	44.1	1	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	< 379		µg/kg dry	379	50.0	1	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	< 379		µg/kg dry	379	45.7	1	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	< 379		µg/kg dry	379	58.1	1	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	< 379		µg/kg dry	379	67.0	1	"	"	"	"	"	X
218-01-9	Chrysene	< 379		µg/kg dry	379	45.2	1	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	< 379		µg/kg dry	379	52.3	1	"	"	"	"	"	X
206-44-0	Fluoranthene	< 379		µg/kg dry	379	69.3	1	"	"	"	"	"	X
86-73-7	Fluorene	< 379		µg/kg dry	379	48.2	1	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	< 379		µg/kg dry	379	70.0	1	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	513		µg/kg dry	379	55.5	1	"	"	"	"	"	
91-57-6	2-Methylnaphthalene	< 379		µg/kg dry	379	44.7	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 379		µg/kg dry	379	38.3	1	"	"	"	"	"	X
85-01-8	Phenanthrene	< 379		µg/kg dry	379	42.7	1	"	"	"	"	"	X
129-00-0	Pyrene	< 379		µg/kg dry	379	76.2	1	"	"	"	"	"	X
gate recoveries:													
321-60-8	*2-Fluorobiphenyl*	*92*			*30-130 %*			"	"	"	"	"	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT07-SA (5-7) SB39556-05	60236456	Soil	17-Nov-11 10:45	17-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Ce
Semivolatile Organic Compounds by GCMS													
PAHs													
Prepared by method SW846 3545A													
1718-51-0	*Terphenyl-dl4*	*93*			*30-130 %*			SW846 8270D	28-Nov-11	01-Dec-11	ML	1124627	
Semivolatile Organic Compounds by GC													
Polychlorinated Biphenyls													
Prepared by method SW846 3545A													
12674-11-2	Aroclor-1016	< 22.8		µg/kg dry	22.8	11.4	1	SW846 8082A	22-Nov-11	22-Nov-11	SM	1124331	X
11104-28-2	Aroclor-1221	< 22.8		µg/kg dry	22.8	20.5	1	"	"	"	"	"	X
11141-16-5	Aroclor-1232	< 22.8		µg/kg dry	22.8	14.6	1	"	"	"	"	"	X
53469-21-9	Aroclor-1242	< 22.8		µg/kg dry	22.8	13.4	1	"	"	"	"	"	X
12672-29-6	Aroclor-1248	< 22.8		µg/kg dry	22.8	11.2	1	"	"	"	"	"	X
11097-69-1	Aroclor-1254	< 22.8		µg/kg dry	22.8	16.7	1	"	"	"	"	"	X
11096-82-5	Aroclor-1260	< 22.8		µg/kg dry	22.8	8.73	1	"	"	"	"	"	X
37324-23-5	Aroclor-1262	< 22.8		µg/kg dry	22.8	21.2	1	"	"	"	"	"	X
11100-14-4	Aroclor-1268	< 22.8		µg/kg dry	22.8	7.15	1	"	"	"	"	"	X
Surrogate recoveries:													
10386-84-2	*4,4-DB-Octafluorobiphenyl (Sr)*	*95*			*30-150 %*			"	"	"	"	"	
10386-84-2	*4,4-DB-Octafluorobiphenyl (Sr) [2C]*	*55*			*30-150 %*			"	"	"	"	"	
2051-24-3	*Decachlorobiphenyl (Sr)*	*105*			*30-150 %*			"	"	"	"	"	
2051-24-3	*Decachlorobiphenyl (Sr) [2C]*	*75*			*30-150 %*			"	"	"	"	"	
Extractable Petroleum Hydrocarbons													
Fingerprinting by GC													
Prepared by method SW846 3545A													
	Total Petroleum Hydrocarbons	1,070		mg/kg dry	15.3	1.5	1	SW846 8100Mod.	28-Nov-11	01-Dec-11	SEW	1124628	
Surrogate recoveries:													
3386-33-2	*1-Chlorooctadecane*	*104*			*40-140 %*			"	"	"	"	"	
Total Metals by EPA 6000/7000 Series Methods													
7440-22-4	Silver	< 1.66		mg/kg dry	1.66	0.255	1	SW846 6010C	23-Nov-11	30-Nov-11	ARF	1124369	X
7440-38-2	Arsenic	< 1.66		mg/kg dry	1.66	0.266	1	"	"	01-Dec-11	"	"	X
7440-39-3	Barium	11.5		mg/kg dry	1.10	0.267	1	"	"	30-Nov-11	"	"	X
7440-43-9	Cadmium	< 0.552		mg/kg dry	0.552	0.0609	1	"	"	"	"	"	X
7440-47-3	Chromium	5.99		mg/kg dry	1.10	0.402	1	"	"	01-Dec-11	"	"	X
7439-97-6	Mercury	< 0.0347		mg/kg dry	0.0347	0.0071	1	SW846 7471B	"	28-Nov-11	EDT	1124371	X
7439-92-1	Lead	2.96		mg/kg dry	1.66	0.196	1	SW846 6010C	"	30-Nov-11	ARF	1124369	X
7782-49-2	Selenium	< 1.66		mg/kg dry	1.66	0.245	1	"	"	"	"	"	X
General Chemistry Parameters													
	% Solids	85.6		%			1	SM2540 G Mod.	23-Nov-11	23-Nov-11	DT	1124545	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT08-MW	60236456	Soil	17-Nov-11 13:30	17-Nov-11
SB39556-06				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
	VOC Extraction	Field extracted		N/A			1	VOC Soil Extraction	18-Nov-11	19-Nov-11	BD	1124155	
Volatile Organic Compounds			R05										
Prepared by method SW846 5030 Soil (high level)						Initial weight: 23.2 g							
71-43-2	Benzene	< 41.0		µg/kg dry	41.0	21.5	50	SW846 8260C	28-Nov-11	28-Nov-11	naa	1124659	X
104-51-8	n-Butylbenzene	< 41.0		µg/kg dry	41.0	20.5	50	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	< 41.0		µg/kg dry	41.0	39.8	50	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	< 41.0		µg/kg dry	41.0	29.7	50	"	"	"	"	"	X
100-41-4	Ethylbenzene	< 41.0		µg/kg dry	41.0	25.0	50	"	"	"	"	"	X
98-82-8	Isopropylbenzene	< 41.0		µg/kg dry	41.0	20.6	50	"	"	"	"	"	X
99-87-6	4-Isopropyltoluene	< 41.0		µg/kg dry	41.0	17.0	50	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 41.0		µg/kg dry	41.0	29.8	50	"	"	"	"	"	X
91-20-3	Naphthalene	85.8		µg/kg dry	41.0	25.5	50	"	"	"	"	"	X
103-65-1	n-Propylbenzene	< 41.0		µg/kg dry	41.0	24.6	50	"	"	"	"	"	X
108-88-3	Toluene	< 41.0		µg/kg dry	41.0	36.8	50	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	< 41.0		µg/kg dry	41.0	13.4	50	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 41.0		µg/kg dry	41.0	40.7	50	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 82.1		µg/kg dry	82.1	79.6	50	"	"	"	"	"	X
95-47-6	o-Xylene	< 41.0		µg/kg dry	41.0	28.0	50	"	"	"	"	"	X
Surrogate recoveries:													
460-00-4	*4-Bromofluorobenzene*	*102*			*70-130 %*			"	"	"	"	"	
7-26-5	*Toluene-d8*	*102*			*70-130 %*			"	"	"	"	"	
0-07-0	*1,2-Dichloroethane-d4*	*100*			*70-130 %*			"	"	"	"	"	
1868-53-7	*Dibromofluoromethane*	*101*			*70-130 %*			"	"	"	"	"	
Semivolatile Organic Compounds by GCMS													
PAHs													
Prepared by method SW846 3545A													
83-32-9	Acenaphthene	< 361		µg/kg dry	361	40.7	1	SW846 8270D	28-Nov-11	29-Nov-11	ML	1124627	X
208-96-8	Acenaphthylene	< 361		µg/kg dry	361	41.4	1	"	"	"	"	"	X
120-12-7	Anthracene	< 361		µg/kg dry	361	42.4	1	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	< 361		µg/kg dry	361	42.0	1	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	< 361		µg/kg dry	361	47.7	1	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	< 361		µg/kg dry	361	43.5	1	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	< 361		µg/kg dry	361	55.4	1	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	< 361		µg/kg dry	361	63.9	1	"	"	"	"	"	X
218-01-9	Chrysene	< 361		µg/kg dry	361	43.1	1	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	< 361		µg/kg dry	361	49.9	1	"	"	"	"	"	X
206-44-0	Fluoranthene	< 361		µg/kg dry	361	66.1	1	"	"	"	"	"	X
86-73-7	Fluorene	< 361		µg/kg dry	361	45.9	1	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	< 361		µg/kg dry	361	66.7	1	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	< 361		µg/kg dry	361	52.9	1	"	"	"	"	"	
91-57-6	2-Methylnaphthalene	< 361		µg/kg dry	361	42.7	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 361		µg/kg dry	361	36.5	1	"	"	"	"	"	X
85-01-8	Phenanthrene	< 361		µg/kg dry	361	40.7	1	"	"	"	"	"	X
129-00-0	Pyrene	< 361		µg/kg dry	361	72.6	1	"	"	"	"	"	X
gate recoveries:													
321-60-8	*2-Fluorobiphenyl*	*102*			*30-130 %*			"	"	"	"	"	

This laboratory report is not valid without an authorized signature on the cover page.

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT08-MW	60236456	Soil	17-Nov-11 13:30	17-Nov-11
SB39556-06				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Ce.
Semivolatile Organic Compounds by GCMS													
PAHs													
Prepared by method SW846 3545A													
1718-51-0	*Terphenyl-dl4*	*111*			*30-130 %*			SW846 8270D	28-Nov-11	29-Nov-11	ML	1124627	
Extractable Petroleum Hydrocarbons													
Fingerprinting by GC													
Prepared by method SW846 3545A													
	Total Petroleum Hydrocarbons	112		mg/kg dry	14.5	1.5	1	SW846 8100Mod.	28-Nov-11	29-Nov-11	SEW	1124628	
Surrogate recoveries:													
3386-33-2	*1-Chlorooctadecane*	*84*			*40-140 %*			"	"	"	"	"	
General Chemistry Parameters													
	% Solids	90.4		%			1	SM2540 G Mod.	23-Nov-11	23-Nov-11	DT	1124545	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
Dupe-Soil SB39556-07	60236456	Soil	17-Nov-11 00:00	17-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
	VOC Extraction	Field extracted		N/A			1	VOC Soil Extraction	18-Nov-11	19-Nov-11	BD	1124155	
Volatile Organic Compounds			R05										
Prepared by method SW846 5030 Soil (high level)						Initial weight: 24.15 g							
71-43-2	Benzene	< 165		µg/kg dry	165	86.6	200	SW846 8260C	28-Nov-11	28-Nov-11	naa	1124659	X
104-51-8	n-Butylbenzene	2,670		µg/kg dry	165	82.5	200	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	1,750		µg/kg dry	165	160	200	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	238		µg/kg dry	165	120	200	"	"	"	"	"	X
100-41-4	Ethylbenzene	< 165		µg/kg dry	165	101	200	"	"	"	"	"	X
98-82-8	Isopropylbenzene	452		µg/kg dry	165	83.0	200	"	"	"	"	"	X
99-87-6	4-Isopropyltoluene	< 165		µg/kg dry	165	68.5	200	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 165		µg/kg dry	165	120	200	"	"	"	"	"	X
91-20-3	Naphthalene	1,850		µg/kg dry	165	103	200	"	"	"	"	"	X
103-65-1	n-Propylbenzene	1,430		µg/kg dry	165	99.2	200	"	"	"	"	"	X
108-88-3	Toluene	< 165		µg/kg dry	165	148	200	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	< 165		µg/kg dry	165	54.1	200	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 165		µg/kg dry	165	164	200	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 331		µg/kg dry	331	321	200	"	"	"	"	"	X
95-47-6	o-Xylene	< 165		µg/kg dry	165	113	200	"	"	"	"	"	X
Surrogate recoveries:													
460-00-4	*4-Bromofluorobenzene*	*118*			*70-130 %*			"	"	"	"	"	
7-26-5	*Toluene-d8*	*104*			*70-130 %*			"	"	"	"	"	
-07-0	*1,2-Dichloroethane-d4*	*103*			*70-130 %*			"	"	"	"	"	
1868-53-7	*Dibromofluoromethane*	*100*			*70-130 %*			"	"	"	"	"	
Semivolatile Organic Compounds by GCMS													
PAHs													
Prepared by method SW846 3545A													
83-32-9	Acenaphthene	845		µg/kg dry	372	41.9	1	SW846 8270D	28-Nov-11	29-Nov-11	ML	1124627	X
208-96-8	Acenaphthylene	< 372		µg/kg dry	372	42.6	1	"	"	"	"	"	X
120-12-7	Anthracene	510		µg/kg dry	372	43.7	1	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	< 372		µg/kg dry	372	43.2	1	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	< 372		µg/kg dry	372	49.1	1	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	< 372		µg/kg dry	372	44.8	1	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	< 372		µg/kg dry	372	57.0	1	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	< 372		µg/kg dry	372	65.8	1	"	"	"	"	"	X
218-01-9	Chrysene	< 372		µg/kg dry	372	44.4	1	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	< 372		µg/kg dry	372	51.3	1	"	"	"	"	"	X
206-44-0	Fluoranthene	826		µg/kg dry	372	68.0	1	"	"	"	"	"	X
86-73-7	Fluorene	602		µg/kg dry	372	47.3	1	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	< 372		µg/kg dry	372	68.7	1	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	1,940		µg/kg dry	372	54.5	1	"	"	"	"	"	
91-57-6	2-Methylnaphthalene	1,860		µg/kg dry	372	43.9	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 372		µg/kg dry	372	37.6	1	"	"	"	"	"	X
85-01-8	Phenanthrene	3,120		µg/kg dry	372	41.9	1	"	"	"	"	"	X
129-00-0	Pyrene	684		µg/kg dry	372	74.8	1	"	"	"	"	"	X
gate recoveries:													
321-60-8	*2-Fluorobiphenyl*	*136*	SGC		*30-130 %*			"	"	"	"	"	

This laboratory report is not valid without an authorized signature on the cover page.

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
Dupe-Soil	60236456	Soil	17-Nov-11 00:00	17-Nov-11
SB39556-07				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Ce.
Semivolatile Organic Compounds by GCMS													
PAHs													
Prepared by method SW846 3545A													
1718-51-0	*Terphenyl-dl4*	*105*			*30-130 %*			SW846 8270D	28-Nov-11	29-Nov-11	ML	1124627	
Extractable Petroleum Hydrocarbons													
Fingerprinting by GC			R01										
Prepared by method SW846 3545A													
	Total Petroleum Hydrocarbons	1,650		mg/kg dry	30.0	3.0	2	SW846 8100Mod.	28-Nov-11	30-Nov-11	SEW	1124628	
Surrogate recoveries:													
3386-33-2	*1-Chlorooctadecane*	*95*			*40-140 %*			"	"	"	"	"	
General Chemistry Parameters													
	% Solids	88.7		%			1	SM2540 G Mod.	23-Nov-11	23-Nov-11	DT	1124545	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT05-SA	60236456	Ground Water	17-Nov-11 10:00	17-Nov-11
SB39556-08				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Volatile Organic Compounds			GS1, PH										
Prepared by method SW846 5030 Water MS													
76-13-1	1,1,2-Trichlorotrifluoroethane (Freon 113)	< 5.0		µg/l	5.0	3.2	5	SW846 8260C	28-Nov-11	29-Nov-11	ek/	1124674	X
67-64-1	Acetone	< 50.0		µg/l	50.0	12.8	5	"	"	"	"	"	X
107-13-1	Acrylonitrile	< 2.5		µg/l	2.5	2.3	5	"	"	"	"	"	X
71-43-2	Benzene	< 5.0		µg/l	5.0	3.3	5	"	"	"	"	"	X
108-86-1	Bromobenzene	< 5.0		µg/l	5.0	3.6	5	"	"	"	"	"	
74-97-5	Bromochloromethane	< 5.0		µg/l	5.0	3.6	5	"	"	"	"	"	X
75-27-4	Bromodichloromethane	< 2.5		µg/l	2.5	2.4	5	"	"	"	"	"	X
75-25-2	Bromoform	< 5.0		µg/l	5.0	3.0	5	"	"	"	"	"	X
74-83-9	Bromomethane	< 10.0		µg/l	10.0	5.7	5	"	"	"	"	"	X
78-93-3	2-Butanone (MEK)	< 50.0		µg/l	50.0	8.7	5	"	"	"	"	"	X
104-51-8	n-Butylbenzene	6.4		µg/l	5.0	2.8	5	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	5.5		µg/l	5.0	4.1	5	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	< 5.0		µg/l	5.0	3.7	5	"	"	"	"	"	X
75-15-0	Carbon disulfide	< 10.0		µg/l	10.0	3.1	5	"	"	"	"	"	X
56-23-5	Carbon tetrachloride	< 5.0		µg/l	5.0	2.7	5	"	"	"	"	"	X
108-90-7	Chlorobenzene	< 5.0		µg/l	5.0	3.3	5	"	"	"	"	"	X
75-00-3	Chloroethane	< 10.0		µg/l	10.0	5.2	5	"	"	"	"	"	X
67-66-3	Chloroform	< 5.0		µg/l	5.0	3.4	5	"	"	"	"	"	X
7-3	Chloromethane	< 10.0		µg/l	10.0	7.4	5	"	"	"	"	"	X
-9-8	2-Chlorotoluene	< 5.0		µg/l	5.0	4.0	5	"	"	"	"	"	X
106-43-4	4-Chlorotoluene	< 5.0		µg/l	5.0	3.7	5	"	"	"	"	"	X
96-12-8	1,2-Dibromo-3-chloropropane	< 10.0		µg/l	10.0	4.6	5	"	"	"	"	"	X
124-48-1	Dibromochloromethane	< 2.5		µg/l	2.5	1.4	5	"	"	"	"	"	X
106-93-4	1,2-Dibromoethane (EDB)	< 2.5		µg/l	2.5	1.6	5	"	"	"	"	"	X
74-95-3	Dibromomethane	< 5.0		µg/l	5.0	3.3	5	"	"	"	"	"	X
95-50-1	1,2-Dichlorobenzene	< 5.0		µg/l	5.0	3.3	5	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 5.0		µg/l	5.0	3.6	5	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 5.0		µg/l	5.0	3.1	5	"	"	"	"	"	X
75-71-8	Dichlorodifluoromethane (Freon12)	< 10.0		µg/l	10.0	2.2	5	"	"	"	"	"	X
75-34-3	1,1-Dichloroethane	< 5.0		µg/l	5.0	3.4	5	"	"	"	"	"	X
107-06-2	1,2-Dichloroethane	< 5.0		µg/l	5.0	3.9	5	"	"	"	"	"	X
75-35-4	1,1-Dichloroethene	< 5.0		µg/l	5.0	2.4	5	"	"	"	"	"	X
156-59-2	cis-1,2-Dichloroethene	< 5.0		µg/l	5.0	3.6	5	"	"	"	"	"	X
156-60-5	trans-1,2-Dichloroethene	< 5.0		µg/l	5.0	3.4	5	"	"	"	"	"	X
78-87-5	1,2-Dichloropropane	< 5.0		µg/l	5.0	3.6	5	"	"	"	"	"	X
142-28-9	1,3-Dichloropropane	< 5.0		µg/l	5.0	4.0	5	"	"	"	"	"	X
594-20-7	2,2-Dichloropropane	< 5.0		µg/l	5.0	3.0	5	"	"	"	"	"	X
563-58-6	1,1-Dichloropropene	< 5.0		µg/l	5.0	3.2	5	"	"	"	"	"	X
10061-01-5	cis-1,3-Dichloropropene	< 2.5		µg/l	2.5	1.3	5	"	"	"	"	"	X
10061-02-6	trans-1,3-Dichloropropene	< 2.5		µg/l	2.5	2.5	5	"	"	"	"	"	X
41-4	Ethylbenzene	< 5.0		µg/l	5.0	3.7	5	"	"	"	"	"	X
-3	Hexachlorobutadiene	< 2.5		µg/l	2.5	2.2	5	"	"	"	"	"	X
591-78-6	2-Hexanone (MBK)	< 50.0		µg/l	50.0	2.7	5	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT05-SA SB39556-08	60236456	Ground Water	17-Nov-11 10:00	17-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Ce
Volatile Organic Compounds													
Volatile Organic Compounds			GS1, PH										
Prepared by method SW846 5030 Water MS													
98-82-8	Isopropylbenzene	7.2		µg/l	5.0	3.1	5	SW846 8260C	28-Nov-11	29-Nov-11	ek/	1124674	X
99-87-6	4-Isopropyltoluene	< 5.0		µg/l	5.0	3.0	5	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 5.0		µg/l	5.0	3.3	5	"	"	"	"	"	X
108-10-1	4-Methyl-2-pentanone (MIBK)	< 50.0		µg/l	50.0	4.7	5	"	"	"	"	"	X
75-09-2	Methylene chloride	< 10.0		µg/l	10.0	3.4	5	"	"	"	"	"	X
91-20-3	Naphthalene	166		µg/l	5.0	1.7	5	"	"	"	"	"	X
103-65-1	n-Propylbenzene	11.7		µg/l	5.0	3.8	5	"	"	"	"	"	X
100-42-5	Styrene	< 5.0		µg/l	5.0	3.1	5	"	"	"	"	"	X
630-20-6	1,1,1,2-Tetrachloroethane	< 5.0		µg/l	5.0	3.1	5	"	"	"	"	"	X
79-34-5	1,1,2,2-Tetrachloroethane	< 2.5		µg/l	2.5	1.7	5	"	"	"	"	"	X
127-18-4	Tetrachloroethene	< 5.0		µg/l	5.0	3.7	5	"	"	"	"	"	X
108-88-3	Toluene	< 5.0		µg/l	5.0	4.1	5	"	"	"	"	"	X
87-61-6	1,2,3-Trichlorobenzene	< 5.0		µg/l	5.0	1.9	5	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 5.0		µg/l	5.0	1.8	5	"	"	"	"	"	X
108-70-3	1,3,5-Trichlorobenzene	< 5.0		µg/l	5.0	3.9	5	"	"	"	"	"	
71-55-6	1,1,1-Trichloroethane	< 5.0		µg/l	5.0	2.9	5	"	"	"	"	"	X
79-00-5	1,1,2-Trichloroethane	< 5.0		µg/l	5.0	3.2	5	"	"	"	"	"	X
79-01-6	Trichloroethene	< 5.0		µg/l	5.0	3.8	5	"	"	"	"	"	X
75-69-4	Trichlorofluoromethane (Freon 11)	< 5.0		µg/l	5.0	3.1	5	"	"	"	"	"	X
96-18-4	1,2,3-Trichloropropane	< 5.0		µg/l	5.0	3.7	5	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	< 5.0		µg/l	5.0	3.8	5	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 5.0		µg/l	5.0	3.7	5	"	"	"	"	"	X
75-01-4	Vinyl chloride	< 5.0		µg/l	5.0	4.0	5	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 10.0		µg/l	10.0	8.2	5	"	"	"	"	"	X
95-47-6	o-Xylene	< 5.0		µg/l	5.0	4.4	5	"	"	"	"	"	X
109-99-9	Tetrahydrofuran	< 10.0		µg/l	10.0	7.2	5	"	"	"	"	"	
60-29-7	Ethyl ether	< 5.0		µg/l	5.0	3.5	5	"	"	"	"	"	
994-05-8	Tert-amyl methyl ether	< 5.0		µg/l	5.0	3.6	5	"	"	"	"	"	X
637-92-3	Ethyl tert-butyl ether	< 5.0		µg/l	5.0	3.9	5	"	"	"	"	"	X
108-20-3	Di-isopropyl ether	< 5.0		µg/l	5.0	3.6	5	"	"	"	"	"	X
75-65-0	Tert-Butanol / butyl alcohol	< 50.0		µg/l	50.0	43.2	5	"	"	"	"	"	X
123-91-1	1,4-Dioxane	< 100		µg/l	100	70.1	5	"	"	"	"	"	X
110-57-6	trans-1,4-Dichloro-2-butene	< 25.0		µg/l	25.0	3.8	5	"	"	"	"	"	X
64-17-5	Ethanol	< 2000		µg/l	2000	178	5	"	"	"	"	"	X
Surrogate recoveries:													
460-00-4	*4-Bromofluorobenzene*	*91*			*70-130 %*			"	"	"	"	"	
2037-26-5	*Toluene-d8*	*95*			*70-130 %*			"	"	"	"	"	
17060-07-0	*1,2-Dichloroethane-d4*	*99*			*70-130 %*			"	"	"	"	"	
1868-53-7	*Dibromofluoromethane*	*101*			*70-130 %*			"	"	"	"	"	
Tentatively Identified Compounds by GC/MS													
Prepared by method SW846 5030 Water MS													

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT05-SA SB39556-08	60236456	Ground Water	17-Nov-11 10:00	17-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Tentatively Identified Compounds by GC/MS													
Prepared by method SW846 5030 Water MS													
95-93-2	Benzene, 1,2,4,5-tetramethyl-	56.1	TIC	µg/l			5	SW846 8260C TICs	28-Nov-11	29-Nov-11	ek/	1124674	
000527-84-4	Benzene, 1-methyl-2-(1-meth...	29.6	TIC	µg/l			5	"	"	"	"	"	
002039-89-6	Benzene, 2-ethenyl-1,4-dime...	27.4	TIC	µg/l			5	"	"	"	"	"	
496-11-7	Indane	31.2	TIC	µg/l			5	"	"	"	"	"	
000119-64-2	Naphthalene, 1,2,3,4-tetrah...	27.6	TIC	µg/l			5	"	"	"	"	"	
000091-57-6	Naphthalene, 2-methyl-(01)	53.8	TIC	µg/l			5	"	"	"	"	"	
Organic Compounds by Modified SW846 8015													
Glycol Analysis													
Prepared by method SW846 8015 Mod.													
111-46-6	Diethylene glycol	< 20.0		mg/l	20.0	3.93	1	SW846 8015 Mod	28-Nov-11	28-Nov-11	SEW	1124624	
107-21-1	Ethylene glycol	< 10.0		mg/l	10.0	6.13	1	"	"	"	"	"	
111-76-2	Ethylene glycol monobutyl ether	< 10.0		mg/l	10.0	2.10	1	"	"	"	"	"	
57-55-6	Propylene glycol	< 10.0		mg/l	10.0	6.42	1	"	"	"	"	"	
Surrogate recoveries:													
71-41-0	*1-Pentanol*	*89*			*40-140 %*			"	"	"	"	"	
nivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds													
Prepared by method SW846 3510C													
83-32-9	Acenaphthene	18.0		µg/l	5.68	0.920	1	SW846 8270D	22-Nov-11	25-Nov-11	ML	1124434	X
208-96-8	Acenaphthylene	< 5.68		µg/l	5.68	1.15	1	"	"	"	"	"	X
62-53-3	Aniline	< 5.68		µg/l	5.68	2.42	1	"	"	"	"	"	X
120-12-7	Anthracene	< 5.68		µg/l	5.68	0.841	1	"	"	"	"	"	X
103-33-3	Azobenzene/Diphenyldiazine	< 5.68		µg/l	5.68	1.22	1	"	"	"	"	"	
92-87-5	Benzidine	< 5.68		µg/l	5.68	3.38	1	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	< 5.68		µg/l	5.68	0.636	1	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	< 5.68		µg/l	5.68	0.955	1	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	< 5.68		µg/l	5.68	1.09	1	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	< 5.68		µg/l	5.68	1.65	1	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	< 5.68		µg/l	5.68	1.73	1	"	"	"	"	"	X
65-85-0	Benzoic acid	< 5.68		µg/l	5.68	1.76	1	"	"	"	"	"	X
100-51-6	Benzyl alcohol	< 5.68		µg/l	5.68	1.74	1	"	"	"	"	"	X
111-91-1	Bis(2-chloroethoxy)methane	< 5.68		µg/l	5.68	1.20	1	"	"	"	"	"	X
111-44-4	Bis(2-chloroethyl)ether	< 5.68		µg/l	5.68	1.27	1	"	"	"	"	"	X
108-60-1	Bis(2-chloroisopropyl)ether	< 5.68		µg/l	5.68	1.40	1	"	"	"	"	"	X
117-81-7	Bis(2-ethylhexyl)phthalate	< 5.68		µg/l	5.68	1.91	1	"	"	"	"	"	X
101-55-3	4-Bromophenyl phenyl ether	< 5.68		µg/l	5.68	1.49	1	"	"	"	"	"	X
1-7	Butyl benzyl phthalate	< 5.68		µg/l	5.68	0.852	1	"	"	"	"	"	X
4-8	Carbazole	12.9		µg/l	5.68	2.30	1	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT05-SA SB39556-08	60236456	Ground Water	17-Nov-11 10:00	17-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Ce.
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds Prepared by method SW846 3510C													
59-50-7	4-Chloro-3-methylphenol	< 5.68		µg/l	5.68	1.65	1	SW846 8270D	22-Nov-11	25-Nov-11	ML	1124434	X
106-47-8	4-Chloroaniline	< 5.68		µg/l	5.68	1.34	1	"	"	"	"	"	X
91-58-7	2-Chloronaphthalene	< 5.68		µg/l	5.68	0.750	1	"	"	"	"	"	X
95-57-8	2-Chlorophenol	< 5.68		µg/l	5.68	0.955	1	"	"	"	"	"	X
7005-72-3	4-Chlorophenyl phenyl ether	< 5.68		µg/l	5.68	1.11	1	"	"	"	"	"	X
218-01-9	Chrysene	< 5.68		µg/l	5.68	0.750	1	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	< 5.68		µg/l	5.68	1.49	1	"	"	"	"	"	X
132-64-9	Dibenzofuran	9.92		µg/l	5.68	0.750	1	"	"	"	"	"	X
95-50-1	1,2-Dichlorobenzene	< 5.68		µg/l	5.68	0.966	1	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 5.68		µg/l	5.68	1.53	1	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 5.68		µg/l	5.68	0.818	1	"	"	"	"	"	X
91-94-1	3,3'-Dichlorobenzidine	< 5.68		µg/l	5.68	2.30	1	"	"	"	"	"	X
120-83-2	2,4-Dichlorophenol	< 5.68		µg/l	5.68	1.51	1	"	"	"	"	"	X
84-66-2	Diethyl phthalate	< 5.68		µg/l	5.68	1.40	1	"	"	"	"	"	X
131-11-3	Dimethyl phthalate	< 5.68		µg/l	5.68	0.966	1	"	"	"	"	"	X
105-67-9	2,4-Dimethylphenol	< 5.68		µg/l	5.68	1.19	1	"	"	"	"	"	X
84-74-2	Di-n-butyl phthalate	< 5.68		µg/l	5.68	1.52	1	"	"	"	"	"	X
534-52-1	4,6-Dinitro-2-methylphenol	< 5.68		µg/l	5.68	2.18	1	"	"	"	"	"	X
51-28-5	2,4-Dinitrophenol	< 5.68		µg/l	5.68	3.65	1	"	"	"	"	"	X
121-14-2	2,4-Dinitrotoluene	< 5.68		µg/l	5.68	1.45	1	"	"	"	"	"	X
606-20-2	2,6-Dinitrotoluene	< 5.68		µg/l	5.68	1.24	1	"	"	"	"	"	X
117-84-0	Di-n-octyl phthalate	< 5.68		µg/l	5.68	1.50	1	"	"	"	"	"	X
206-44-0	Fluoranthene	< 5.68		µg/l	5.68	2.43	1	"	"	"	"	"	X
86-73-7	Fluorene	11.0		µg/l	5.68	1.03	1	"	"	"	"	"	X
118-74-1	Hexachlorobenzene	< 5.68		µg/l	5.68	1.38	1	"	"	"	"	"	X
87-68-3	Hexachlorobutadiene	< 5.68		µg/l	5.68	1.50	1	"	"	"	"	"	X
77-47-4	Hexachlorocyclopentadiene	< 5.68		µg/l	5.68	1.53	1	"	"	"	"	"	X
67-72-1	Hexachloroethane	< 5.68		µg/l	5.68	1.27	1	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	< 5.68		µg/l	5.68	1.52	1	"	"	"	"	"	X
78-59-1	Isophorone	< 5.68		µg/l	5.68	1.22	1	"	"	"	"	"	X
91-57-6	2-Methylnaphthalene	53.3		µg/l	5.68	1.45	1	"	"	"	"	"	X
95-48-7	2-Methylphenol	< 5.68		µg/l	5.68	0.966	1	"	"	"	"	"	X
108-39-4, 106-44-5	3 & 4-Methylphenol	< 11.4		µg/l	11.4	1.24	1	"	"	"	"	"	X
91-20-3	Naphthalene	47.7		µg/l	5.68	0.852	1	"	"	"	"	"	X
88-74-4	2-Nitroaniline	< 5.68		µg/l	5.68	1.20	1	"	"	"	"	"	X
99-09-2	3-Nitroaniline	< 5.68		µg/l	5.68	1.81	1	"	"	"	"	"	X
100-01-6	4-Nitroaniline	< 22.7		µg/l	22.7	5.19	1	"	"	"	"	"	X
98-95-3	Nitrobenzene	< 5.68		µg/l	5.68	1.09	1	"	"	"	"	"	X
88-75-5	2-Nitrophenol	< 5.68		µg/l	5.68	1.49	1	"	"	"	"	"	X
100-02-7	4-Nitrophenol	< 22.7		µg/l	22.7	2.92	1	"	"	"	"	"	X
62-75-9	N-Nitrosodimethylamine	< 5.68		µg/l	5.68	2.38	1	"	"	"	"	"	X
621-64-7	N-Nitrosodi-n-propylamine	< 5.68		µg/l	5.68	1.26	1	"	"	"	"	"	X
86-30-6	N-Nitrosodiphenylamine	< 5.68		µg/l	5.68	1.30	1	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT05-SA SB39556-08	60236456	Ground Water	17-Nov-11 10:00	17-Nov-11

S No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds Prepared by method SW846 3510C													
87-86-5	Pentachlorophenol	< 22.7		µg/l	22.7	2.02	1	SW846 8270D	22-Nov-11	25-Nov-11	ML	1124434	X
85-01-8	Phenanthrene	17.3		µg/l	5.68	0.682	1	"	"	"	"	"	X
108-95-2	Phenol	< 5.68		µg/l	5.68	1.19	1	"	"	"	"	"	X
129-00-0	Pyrene	< 5.68		µg/l	5.68	2.81	1	"	"	"	"	"	X
110-86-1	Pyridine	< 5.68		µg/l	5.68	2.08	1	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 5.68		µg/l	5.68	1.12	1	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	42.8		µg/l	5.68	1.25	1	"	"	"	"	"	
95-95-4	2,4,5-Trichlorophenol	< 5.68		µg/l	5.68	1.67	1	"	"	"	"	"	X
88-06-2	2,4,6-Trichlorophenol	< 5.68		µg/l	5.68	1.10	1	"	"	"	"	"	X
82-68-8	Pentachloronitrobenzene	< 5.68		µg/l	5.68	1.83	1	"	"	"	"	"	X
95-94-3	1,2,4,5-Tetrachlorobenzene	< 5.68		µg/l	5.68	0.784	1	"	"	"	"	"	X
Surrogate recoveries:													
321-60-8	*2-Fluorobiphenyl*	*61*			*30-130 %*			"	"	"	"	"	
367-12-4	*2-Fluorophenol*	*49*			*15-110 %*			"	"	"	"	"	
4165-60-0	*Nitrobenzene-d5*	*69*			*30-130 %*			"	"	"	"	"	
4165-62-2	*Phenol-d5*	*37*			*15-110 %*			"	"	"	"	"	
1718-51-0	*Terphenyl-dl4*	*105*			*30-130 %*			"	"	"	"	"	
118-79-6	*2,4,6-Tribromophenol*	*33*			*15-110 %*			"	"	"	"	"	
atively Identified Compounds epared by method SW846 3510C													
000529-34-0	1(2H)-Naphthalenone, 3,4-di...	71.3	TIC	µg/l			1	8270D TICS	"	"	ML	"	
000086-87-3	1-Naphthaleneacetic acid	37.9	TIC	µg/l			1	"	"	"	"	"	
001502-22-3	2-(1-Cyclohexenyl)cyclohex	170	TIC	µg/l			1	"	"	"	"	"	
020511-20-0	2-Propenoic acid, 3-(4-meth...	35.4	TIC	µg/l			1	"	"	"	"	"	
002049-95-8	Benzene, (1,1-dimethylpropyl)-	29.6	TIC	µg/l			1	"	"	"	"	"	
000095-93-2	Benzene, 1,2,4,5-tetramethyl- (02)	64.1	TIC	µg/l			1	"	"	"	"	"	
000105-06-6	Benzene, 1,4-diethenyl-	44.2	TIC	µg/l			1	"	"	"	"	"	
055669-88-0	Benzene, 1,4-dimethyl-2-(2-...	30.3	TIC	µg/l			1	"	"	"	"	"	
004920-09-4	Benzene, 1-ethyl-3-(1-methy...	24.7	TIC	µg/l			1	"	"	"	"	"	
000104-46-1	Benzene, 1-methoxy-4-(1-pro...	32.8	TIC	µg/l			1	"	"	"	"	"	
020834-59-7	Benzeneethanol, .alpha.,.al...	25.6	TIC	µg/l			1	"	"	"	"	"	
000528-90-5	Benzoic acid, 2,4,5-trimethyl-	23.1	TIC	µg/l			1	"	"	"	"	"	
006191-71-5	cis-Hept-4-enol	33.5	TIC	µg/l			1	"	"	"	"	"	
001528-22-9	Cyclobutane, (1-methylethyl...	30.8	TIC	µg/l			1	"	"	"	"	"	
	Cyclohexane, 1,1-dimethyl-	89.5	TIC	µg/l			1	"	"	"	"	"	
.39-63-0	Cyclohexane, 1,3,5-trimethyl-	74.9	TIC	µg/l			1	"	"	"	"	"	

This laboratory report is not valid without an authorized signature on the cover page.

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT05-SA SB39556-08	60236456	Ground Water	17-Nov-11 10:00	17-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Ce
Semivolatile Organic Compounds by GCMS													
Tentatively Identified Compounds													
Prepared by method SW846 3510C													
062238-32-8	Cyclohexane, 1-ethyl-1,4-di...	34.0	TIC	µg/l			1	8270D TICS	22-Nov-11	25-Nov-11	ML	1124434	
001453-24-3	Cyclohexene, 1-ethyl-	49.9	TIC	µg/l			1	"	"	"	"	"	
1000245-59-5	Cyclopropanecarboxylic acid...	141	TIC	µg/l			1	"	"	"	"	"	
003877-19-8	Naphthalene, 1,2,3,4-tetrah... (01)	55.0	TIC	µg/l			1	"	"	"	"	"	
000571-58-4	Naphthalene, 1,4-dimethyl-	92.2	TIC	µg/l			1	"	"	"	"	"	
000581-40-8	Naphthalene, 2,3-dimethyl-	25.3	TIC	µg/l			1	"	"	"	"	"	
000126-73-8	Tributyl phosphate	101	TIC	µg/l			1	"	"	"	"	"	
Extractable Petroleum Hydrocarbons													
Fingerprinting by GC													
Prepared by method SW846 3510C													
	Total Petroleum Hydrocarbons	22.1		mg/l	0.2	0.02	1	SW846 8100Mod.	22-Nov-11	28-Nov-11	SEW	1124353	
Surrogate recoveries:													
3386-33-2	*1-Chlorooctadecane*	*118*			*40-140 %*			"	"	"	"	"	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT07-SA SB39556-09	60236456	Ground Water	17-Nov-11 11:00	17-Nov-11

S No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Volatile Organic Compounds Prepared by method SW846 5030 Water MS													
76-13-1	1,1,2-Trichlorotrifluoroethane (Freon 113)	< 1.0		µg/l	1.0	0.6	1	SW846 8260C	28-Nov-11	29-Nov-11	ek/	1124674	X
67-64-1	Acetone	< 10.0		µg/l	10.0	2.6	1	"	"	"	"	"	X
107-13-1	Acrylonitrile	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
71-43-2	Benzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-86-1	Bromobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	
74-97-5	Bromochloromethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-27-4	Bromodichloromethane	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
75-25-2	Bromoform	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
74-83-9	Bromomethane	< 2.0		µg/l	2.0	1.1	1	"	"	"	"	"	X
78-93-3	2-Butanone (MEK)	< 10.0		µg/l	10.0	1.7	1	"	"	"	"	"	X
104-51-8	n-Butylbenzene	1.4		µg/l	1.0	0.6	1	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-15-0	Carbon disulfide	< 2.0		µg/l	2.0	0.6	1	"	"	"	"	"	X
56-23-5	Carbon tetrachloride	< 1.0		µg/l	1.0	0.5	1	"	"	"	"	"	X
108-90-7	Chlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-00-3	Chloroethane	< 2.0		µg/l	2.0	1.0	1	"	"	"	"	"	X
67-66-3	Chloroform	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
-3	Chloromethane	< 2.0		µg/l	2.0	1.5	1	"	"	"	"	"	X
-9-8	2-Chlorotoluene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
106-43-4	4-Chlorotoluene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
96-12-8	1,2-Dibromo-3-chloropropane	< 2.0		µg/l	2.0	0.9	1	"	"	"	"	"	X
124-48-1	Dibromochloromethane	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
106-93-4	1,2-Dibromoethane (EDB)	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
74-95-3	Dibromomethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
95-50-1	1,2-Dichlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
75-71-8	Dichlorodifluoromethane (Freon12)	< 2.0		µg/l	2.0	0.4	1	"	"	"	"	"	X
75-34-3	1,1-Dichloroethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
107-06-2	1,2-Dichloroethane	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
75-35-4	1,1-Dichloroethene	< 1.0		µg/l	1.0	0.5	1	"	"	"	"	"	X
156-59-2	cis-1,2-Dichloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
156-60-5	trans-1,2-Dichloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
78-87-5	1,2-Dichloropropane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
142-28-9	1,3-Dichloropropane	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
594-20-7	2,2-Dichloropropane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
563-58-6	1,1-Dichloropropene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
10061-01-5	cis-1,3-Dichloropropene	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
10061-02-6	trans-1,3-Dichloropropene	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
1-4	Ethylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
-3	Hexachlorobutadiene	< 0.5		µg/l	0.5	0.4	1	"	"	"	"	"	X
591-78-6	2-Hexanone (MBK)	< 10.0		µg/l	10.0	0.5	1	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT07-SA SB39556-09	60236456	Ground Water	17-Nov-11 11:00	17-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Ce
Volatile Organic Compounds													
Volatile Organic Compounds Prepared by method SW846 5030 Water MS													
98-82-8	Isopropylbenzene	< 1.0		µg/l	1.0	0.6	1	SW846 8260C	28-Nov-11	29-Nov-11	ek/	1124674	X
99-87-6	4-Isopropyltoluene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-10-1	4-Methyl-2-pentanone (MIBK)	< 10.0		µg/l	10.0	0.9	1	"	"	"	"	"	X
75-09-2	Methylene chloride	< 2.0		µg/l	2.0	0.7	1	"	"	"	"	"	X
91-20-3	Naphthalene	64.8		µg/l	1.0	0.3	1	"	"	"	"	"	X
103-65-1	n-Propylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
100-42-5	Styrene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
630-20-6	1,1,1,2-Tetrachloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-34-5	1,1,2,2-Tetrachloroethane	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
127-18-4	Tetrachloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-88-3	Toluene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
87-61-6	1,2,3-Trichlorobenzene	< 1.0		µg/l	1.0	0.4	1	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 1.0		µg/l	1.0	0.4	1	"	"	"	"	"	X
108-70-3	1,3,5-Trichlorobenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	
71-55-6	1,1,1-Trichloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-00-5	1,1,2-Trichloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-01-6	Trichloroethene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
75-69-4	Trichlorofluoromethane (Freon 11)	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
96-18-4	1,2,3-Trichloropropane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-01-4	Vinyl chloride	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 2.0		µg/l	2.0	1.6	1	"	"	"	"	"	X
95-47-6	o-Xylene	< 1.0		µg/l	1.0	0.9	1	"	"	"	"	"	X
109-99-9	Tetrahydrofuran	< 2.0		µg/l	2.0	1.4	1	"	"	"	"	"	
60-29-7	Ethyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	
994-05-8	Tert-amyl methyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
637-92-3	Ethyl tert-butyl ether	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
108-20-3	Di-isopropyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-65-0	Tert-Butanol / butyl alcohol	< 10.0		µg/l	10.0	8.6	1	"	"	"	"	"	X
123-91-1	1,4-Dioxane	< 20.0		µg/l	20.0	14.0	1	"	"	"	"	"	X
110-57-6	trans-1,4-Dichloro-2-buten e	< 5.0		µg/l	5.0	0.8	1	"	"	"	"	"	X
64-17-5	Ethanol	< 400		µg/l	400	35.7	1	"	"	"	"	"	X
Surrogate recoveries:													
460-00-4	*4-Bromofluorobenzene*	*90*			*70-130 %*			"	"	"	"	"	
2037-26-5	*Toluene-d8*	*96*			*70-130 %*			"	"	"	"	"	
17060-07-0	*1,2-Dichloroethane-d4*	*99*			*70-130 %*			"	"	"	"	"	
1868-53-7	*Dibromofluoromethane*	*103*			*70-130 %*			"	"	"	"	"	
Tentatively Identified Compounds by GC/MS Prepared by method SW846 5030 Water MS													

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT07-SA	60236456	Ground Water	17-Nov-11 11:00	17-Nov-11
SB39556-09				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Tentatively Identified Compounds by GC/MS													
Prepared by method SW846 5030 Water MS													
488-23-3	Benzene, 1,2,3,4-tetramethyl-	19.7	TIC	µg/l			1	SW846 8260C TICs	28-Nov-11	29-Nov-11	ek/	1124674	
95-93-2	Benzene, 1,2,4,5-tetramethyl-	11.0	TIC	µg/l			1	"	"	"	"	"	
	Benzene, 1-ethenyl-4-ethyl-	12.0	TIC	µg/l			1	"	"	"	"	"	
933-98-2	Benzene, 1-ethyl-2,3-dimethyl-	8.1	TIC	µg/l			1	"	"	"	"	"	
003877-19-8	Naphthalene, 1,2,3,4-tetrah... (01)	23.1	TIC	µg/l			1	"	"	"	"	"	
000001-57-6	Naphthalene, 2-methyl- (01)	48.5	TIC	µg/l			1	"	"	"	"	"	
Organic Compounds by Modified SW846 8015													
Glycol Analysis													
Prepared by method SW846 8015 Mod.													
111-46-6	Diethylene glycol	< 20.0		mg/l	20.0	3.93	1	SW846 8015 Mod	28-Nov-11	28-Nov-11	SEW	1124624	
107-21-1	Ethylene glycol	< 10.0		mg/l	10.0	6.13	1	"	"	"	"	"	
111-76-2	Ethylene glycol monobutyl ether	< 10.0		mg/l	10.0	2.10	1	"	"	"	"	"	
57-55-6	Propylene glycol	< 10.0		mg/l	10.0	6.42	1	"	"	"	"	"	
Surrogate recoveries:													
'-0	*1-Pentanol*	*86*			*40-140 %*			"	"	"	"	"	
..mivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds													
Prepared by method SW846 3510C													
83-32-9	Acenaphthene	< 5.81		µg/l	5.81	0.942	1	SW846 8270D	22-Nov-11	25-Nov-11	ML	1124434	X
208-96-8	Acenaphthylene	< 5.81		µg/l	5.81	1.17	1	"	"	"	"	"	X
62-53-3	Aniline	< 5.81		µg/l	5.81	2.48	1	"	"	"	"	"	X
120-12-7	Anthracene	< 5.81		µg/l	5.81	0.860	1	"	"	"	"	"	X
103-33-3	Azobenzene/Diphenyldiazine	< 5.81		µg/l	5.81	1.24	1	"	"	"	"	"	
92-87-5	Benzidine	< 5.81		µg/l	5.81	3.45	1	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	< 5.81		µg/l	5.81	0.651	1	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	< 5.81		µg/l	5.81	0.977	1	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	< 5.81		µg/l	5.81	1.12	1	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	< 5.81		µg/l	5.81	1.69	1	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	< 5.81		µg/l	5.81	1.77	1	"	"	"	"	"	X
65-85-0	Benzoic acid	< 5.81		µg/l	5.81	1.83	1	"	"	"	"	"	X
100-51-6	Benzyl alcohol	< 5.81		µg/l	5.81	1.78	1	"	"	"	"	"	X
111-91-1	Bis(2-chloroethoxy)methane	< 5.81		µg/l	5.81	1.23	1	"	"	"	"	"	X
111-44-4	Bis(2-chloroethyl)ether	< 5.81		µg/l	5.81	1.30	1	"	"	"	"	"	X
108-60-1	Bis(2-chloroisopropyl)ether	< 5.81		µg/l	5.81	1.43	1	"	"	"	"	"	X
117-81-7	Bis(2-ethylhexyl)phthalate	< 5.81		µg/l	5.81	1.95	1	"	"	"	"	"	X
101-55-3	4-Bromophenyl phenyl ether	< 5.81		µg/l	5.81	1.52	1	"	"	"	"	"	X
-7	Butyl benzyl phthalate	< 5.81		µg/l	5.81	0.872	1	"	"	"	"	"	X
86-74-8	Carbazole	< 5.81		µg/l	5.81	2.35	1	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT07-SA SB39556-09	60236456	Ground Water	17-Nov-11 11:00	17-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cer.
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds Prepared by method SW846 3510C													
59-50-7	4-Chloro-3-methylphenol	< 5.81		µg/l	5.81	1.69	1	SW846 8270D	22-Nov-11	25-Nov-11	ML	1124434	X
106-47-8	4-Chloroaniline	< 5.81		µg/l	5.81	1.37	1	"	"	"	"	"	X
91-58-7	2-Chloronaphthalene	< 5.81		µg/l	5.81	0.767	1	"	"	"	"	"	X
95-57-8	2-Chlorophenol	< 5.81		µg/l	5.81	0.977	1	"	"	"	"	"	X
7005-72-3	4-Chlorophenyl phenyl ether	< 5.81		µg/l	5.81	1.14	1	"	"	"	"	"	X
218-01-9	Chrysene	< 5.81		µg/l	5.81	0.767	1	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	< 5.81		µg/l	5.81	1.52	1	"	"	"	"	"	X
132-64-9	Dibenzofuran	< 5.81		µg/l	5.81	0.767	1	"	"	"	"	"	X
95-50-1	1,2-Dichlorobenzene	< 5.81		µg/l	5.81	0.988	1	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 5.81		µg/l	5.81	1.57	1	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 5.81		µg/l	5.81	0.837	1	"	"	"	"	"	X
91-94-1	3,3'-Dichlorobenzidine	< 5.81		µg/l	5.81	2.35	1	"	"	"	"	"	X
120-83-2	2,4-Dichlorophenol	< 5.81		µg/l	5.81	1.55	1	"	"	"	"	"	X
84-66-2	Diethyl phthalate	< 5.81		µg/l	5.81	1.43	1	"	"	"	"	"	X
131-11-3	Dimethyl phthalate	< 5.81		µg/l	5.81	0.988	1	"	"	"	"	"	X
105-67-9	2,4-Dimethylphenol	< 5.81		µg/l	5.81	1.22	1	"	"	"	"	"	X
84-74-2	Di-n-butyl phthalate	< 5.81		µg/l	5.81	1.56	1	"	"	"	"	"	X
534-52-1	4,6-Dinitro-2-methylphenol	< 5.81		µg/l	5.81	2.23	1	"	"	"	"	"	X
51-28-5	2,4-Dinitrophenol	< 5.81		µg/l	5.81	3.73	1	"	"	"	"	"	X
121-14-2	2,4-Dinitrotoluene	< 5.81		µg/l	5.81	1.49	1	"	"	"	"	"	X
606-20-2	2,6-Dinitrotoluene	< 5.81		µg/l	5.81	1.27	1	"	"	"	"	"	X
117-84-0	Di-n-octyl phthalate	< 5.81		µg/l	5.81	1.53	1	"	"	"	"	"	X
206-44-0	Fluoranthene	< 5.81		µg/l	5.81	2.49	1	"	"	"	"	"	X
86-73-7	Fluorene	< 5.81		µg/l	5.81	1.06	1	"	"	"	"	"	X
118-74-1	Hexachlorobenzene	< 5.81		µg/l	5.81	1.41	1	"	"	"	"	"	X
87-68-3	Hexachlorobutadiene	< 5.81		µg/l	5.81	1.53	1	"	"	"	"	"	X
77-47-4	Hexachlorocyclopentadiene	< 5.81		µg/l	5.81	1.57	1	"	"	"	"	"	X
67-72-1	Hexachloroethane	< 5.81		µg/l	5.81	1.30	1	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	< 5.81		µg/l	5.81	1.56	1	"	"	"	"	"	X
78-59-1	Isophorone	< 5.81		µg/l	5.81	1.24	1	"	"	"	"	"	X
91-57-6	2-Methylnaphthalene	37.8		µg/l	5.81	1.49	1	"	"	"	"	"	X
95-48-7	2-Methylphenol	< 5.81		µg/l	5.81	0.988	1	"	"	"	"	"	X
108-39-4, 106-44-5	3 & 4-Methylphenol	< 11.6		µg/l	11.6	1.27	1	"	"	"	"	"	X
91-20-3	Naphthalene	16.8		µg/l	5.81	0.872	1	"	"	"	"	"	X
88-74-4	2-Nitroaniline	< 5.81		µg/l	5.81	1.23	1	"	"	"	"	"	X
99-09-2	3-Nitroaniline	< 5.81		µg/l	5.81	1.85	1	"	"	"	"	"	X
100-01-6	4-Nitroaniline	< 23.3		µg/l	23.3	5.31	1	"	"	"	"	"	X
98-95-3	Nitrobenzene	< 5.81		µg/l	5.81	1.12	1	"	"	"	"	"	X
88-75-5	2-Nitrophenol	< 5.81		µg/l	5.81	1.52	1	"	"	"	"	"	X
100-02-7	4-Nitrophenol	< 23.3		µg/l	23.3	2.99	1	"	"	"	"	"	X
62-75-9	N-Nitrosodimethylamine	< 5.81		µg/l	5.81	2.43	1	"	"	"	"	"	X
621-64-7	N-Nitrosodi-n-propylamine	< 5.81		µg/l	5.81	1.29	1	"	"	"	"	"	X
86-30-6	N-Nitrosodiphenylamine	< 5.81		µg/l	5.81	1.33	1	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT07-SA	60236456	Ground Water	17-Nov-11 11:00	17-Nov-11
SB39556-09				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds													
Prepared by method SW846 3510C													
87-86-5	Pentachlorophenol	< 23.3		µg/l	23.3	2.07	1	SW846 8270D	22-Nov-11	25-Nov-11	ML	1124434	X
85-01-8	Phenanthrene	< 5.81		µg/l	5.81	0.698	1	"	"	"	"	"	X
108-95-2	Phenol	< 5.81		µg/l	5.81	1.22	1	"	"	"	"	"	X
129-00-0	Pyrene	< 5.81		µg/l	5.81	2.87	1	"	"	"	"	"	X
110-86-1	Pyridine	< 5.81		µg/l	5.81	2.13	1	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 5.81		µg/l	5.81	1.15	1	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	34.1		µg/l	5.81	1.28	1	"	"	"	"	"	
95-95-4	2,4,5-Trichlorophenol	< 5.81		µg/l	5.81	1.71	1	"	"	"	"	"	X
88-06-2	2,4,6-Trichlorophenol	< 5.81		µg/l	5.81	1.13	1	"	"	"	"	"	X
82-68-8	Pentachloronitrobenzene	< 5.81		µg/l	5.81	1.87	1	"	"	"	"	"	X
95-94-3	1,2,4,5-Tetrachlorobenzene	< 5.81		µg/l	5.81	0.602	1	"	"	"	"	"	X
Surrogate recoveries:													
321-60-8	*2-Fluorobiphenyl*	*62*			*30-130 %*			"	"	"	"	"	
367-12-4	*2-Fluorophenol*	*40*			*15-110 %*			"	"	"	"	"	
4165-60-0	*Nitrobenzene-d5*	*53*			*30-130 %*			"	"	"	"	"	
4165-62-2	*Phenol-d5*	*30*			*15-110 %*			"	"	"	"	"	
1718-51-0	*Terphenyl-dl4*	*84*			*30-130 %*			"	"	"	"	"	
118-79-6	*2,4,6-Tribromophenol*	*105*			*15-110 %*			"	"	"	"	"	
Tatively Identified Compounds													
Prepared by method SW846 3510C													
002809-64-5	Naphthalene, 1,2,3,4-tetrah... (02)	11.9	TIC	µg/l			1	8270D TICS	"	"	ML	"	
000582-16-1	Naphthalene, 2,7-dimethyl- (02)	32.6	TIC	µg/l			1	"	"	"	"	"	
000126-73-8	Tributyl phosphate	33.8	TIC	µg/l			1	"	"	"	"	"	
Extractable Petroleum Hydrocarbons													
Fingerprinting by GC													
Prepared by method SW846 3510C													
	Total Petroleum Hydrocarbons	4.3		mg/l	0.2	0.02	1	SW846 8100Mod.	22-Nov-11	28-Nov-11	SEW	1124353	
Surrogate recoveries:													
3386-33-2	*1-Chlorooctadecane*	*60*			*40-140 %*			"	"	"	"	"	

This laboratory report is not valid without an authorized signature on the cover page.

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
Dupe SB39556-10	60236456	Ground Water	17-Nov-11 00:00	17-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cer.
Volatile Organic Compounds													
Volatile Organic Compounds			GS1										
Prepared by method SW846 5030 Water MS													
76-13-1	1,1,2-Trichlorotrifluoroethane (Freon 113)	< 5.0		µg/l	5.0	3.2	5	SW846 8260C	28-Nov-11	29-Nov-11	ek/	1124674	X
67-64-1	Acetone	< 50.0		µg/l	50.0	12.8	5	"	"	"	"	"	X
107-13-1	Acrylonitrile	< 2.5		µg/l	2.5	2.3	5	"	"	"	"	"	X
71-43-2	Benzene	< 5.0		µg/l	5.0	3.3	5	"	"	"	"	"	X
108-86-1	Bromobenzene	< 5.0		µg/l	5.0	3.6	5	"	"	"	"	"	
74-97-5	Bromochloromethane	< 5.0		µg/l	5.0	3.6	5	"	"	"	"	"	X
75-27-4	Bromodichloromethane	< 2.5		µg/l	2.5	2.4	5	"	"	"	"	"	X
75-25-2	Bromoform	< 5.0		µg/l	5.0	3.0	5	"	"	"	"	"	X
74-83-9	Bromomethane	< 10.0		µg/l	10.0	5.7	5	"	"	"	"	"	X
78-93-3	2-Butanone (MEK)	< 50.0		µg/l	50.0	8.7	5	"	"	"	"	"	X
104-51-8	n-Butylbenzene	6.6		µg/l	5.0	2.6	5	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	6.0		µg/l	5.0	4.1	5	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	< 5.0		µg/l	5.0	3.7	5	"	"	"	"	"	X
75-15-0	Carbon disulfide	< 10.0		µg/l	10.0	3.1	5	"	"	"	"	"	X
56-23-5	Carbon tetrachloride	< 5.0		µg/l	5.0	2.7	5	"	"	"	"	"	X
108-90-7	Chlorobenzene	< 5.0		µg/l	5.0	3.3	5	"	"	"	"	"	X
75-00-3	Chloroethane	< 10.0		µg/l	10.0	5.2	5	"	"	"	"	"	X
67-66-3	Chloroform	< 5.0		µg/l	5.0	3.4	5	"	"	"	"	"	X
74-87-3	Chloromethane	< 10.0		µg/l	10.0	7.4	5	"	"	"	"	"	X
95-49-8	2-Chlorotoluene	< 5.0		µg/l	5.0	4.0	5	"	"	"	"	"	X
106-43-4	4-Chlorotoluene	< 5.0		µg/l	5.0	3.7	5	"	"	"	"	"	X
96-12-8	1,2-Dibromo-3-chloropropane	< 10.0		µg/l	10.0	4.6	5	"	"	"	"	"	X
124-48-1	Dibromochloromethane	< 2.5		µg/l	2.5	1.4	5	"	"	"	"	"	X
106-93-4	1,2-Dibromoethane (EDB)	< 2.5		µg/l	2.5	1.6	5	"	"	"	"	"	X
74-95-3	Dibromomethane	< 5.0		µg/l	5.0	3.3	5	"	"	"	"	"	X
95-50-1	1,2-Dichlorobenzene	< 5.0		µg/l	5.0	3.3	5	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 5.0		µg/l	5.0	3.6	5	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 5.0		µg/l	5.0	3.1	5	"	"	"	"	"	X
75-71-8	Dichlorodifluoromethane (Freon12)	< 10.0		µg/l	10.0	2.2	5	"	"	"	"	"	X
75-34-3	1,1-Dichloroethane	< 5.0		µg/l	5.0	3.4	5	"	"	"	"	"	X
107-06-2	1,2-Dichloroethane	< 5.0		µg/l	5.0	3.9	5	"	"	"	"	"	X
75-35-4	1,1-Dichloroethene	< 5.0		µg/l	5.0	2.4	5	"	"	"	"	"	X
156-59-2	cis-1,2-Dichloroethene	< 5.0		µg/l	5.0	3.6	5	"	"	"	"	"	X
156-60-5	trans-1,2-Dichloroethene	< 5.0		µg/l	5.0	3.4	5	"	"	"	"	"	X
78-87-5	1,2-Dichloropropane	< 5.0		µg/l	5.0	3.6	5	"	"	"	"	"	X
142-28-9	1,3-Dichloropropane	< 5.0		µg/l	5.0	4.0	5	"	"	"	"	"	X
594-20-7	2,2-Dichloropropane	< 5.0		µg/l	5.0	3.0	5	"	"	"	"	"	X
563-58-6	1,1-Dichloropropene	< 5.0		µg/l	5.0	3.2	5	"	"	"	"	"	X
10061-01-5	cis-1,3-Dichloropropene	< 2.5		µg/l	2.5	1.3	5	"	"	"	"	"	X
10061-02-6	trans-1,3-Dichloropropene	< 2.5		µg/l	2.5	2.5	5	"	"	"	"	"	X
100-41-4	Ethylbenzene	< 5.0		µg/l	5.0	3.7	5	"	"	"	"	"	X
87-68-3	Hexachlorobutadiene	< 2.5		µg/l	2.5	2.2	5	"	"	"	"	"	X
591-78-6	2-Hexanone (MBK)	< 50.0		µg/l	50.0	2.7	5	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
Dupe SB39556-10	60236456	Ground Water	17-Nov-11 00:00	17-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Volatile Organic Compounds			GS1										
Prepared by method SW846 5030 Water MS													
98-82-8	Isopropylbenzene	7.7		µg/l	5.0	3.1	5	SW846 8260C	28-Nov-11	29-Nov-11	ek/	1124674	X
99-87-6	4-Isopropyltoluene	< 5.0		µg/l	5.0	3.0	5	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 5.0		µg/l	5.0	3.3	5	"	"	"	"	"	X
108-10-1	4-Methyl-2-pentanone (MIBK)	< 50.0		µg/l	50.0	4.7	5	"	"	"	"	"	X
75-09-2	Methylene chloride	< 10.0		µg/l	10.0	3.4	5	"	"	"	"	"	X
91-20-3	Naphthalene	173		µg/l	5.0	1.7	5	"	"	"	"	"	X
103-65-1	n-Propylbenzene	12.6		µg/l	5.0	3.8	5	"	"	"	"	"	X
100-42-5	Styrene	< 5.0		µg/l	5.0	3.1	5	"	"	"	"	"	X
630-20-6	1,1,1,2-Tetrachloroethane	< 5.0		µg/l	5.0	3.1	5	"	"	"	"	"	X
79-34-5	1,1,2,2-Tetrachloroethane	< 2.5		µg/l	2.5	1.7	5	"	"	"	"	"	X
127-18-4	Tetrachloroethene	< 5.0		µg/l	5.0	3.7	5	"	"	"	"	"	X
108-88-3	Toluene	< 5.0		µg/l	5.0	4.1	5	"	"	"	"	"	X
87-61-6	1,2,3-Trichlorobenzene	< 5.0		µg/l	5.0	1.9	5	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 5.0		µg/l	5.0	1.8	5	"	"	"	"	"	X
108-70-3	1,3,5-Trichlorobenzene	< 5.0		µg/l	5.0	3.9	5	"	"	"	"	"	
71-55-6	1,1,1-Trichloroethane	< 5.0		µg/l	5.0	2.9	5	"	"	"	"	"	X
79-00-5	1,1,2-Trichloroethane	< 5.0		µg/l	5.0	3.2	5	"	"	"	"	"	X
79-01-6	Trichloroethene	< 5.0		µg/l	5.0	3.8	5	"	"	"	"	"	X
-4	Trichlorofluoromethane (Freon 11)	< 5.0		µg/l	5.0	3.1	5	"	"	"	"	"	X
96-18-4	1,2,3-Trichloropropane	< 5.0		µg/l	5.0	3.7	5	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	< 5.0		µg/l	5.0	3.8	5	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 5.0		µg/l	5.0	3.7	5	"	"	"	"	"	X
75-01-4	Vinyl chloride	< 5.0		µg/l	5.0	4.0	5	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 10.0		µg/l	10.0	8.2	5	"	"	"	"	"	X
95-47-6	o-Xylene	< 5.0		µg/l	5.0	4.4	5	"	"	"	"	"	X
109-99-9	Tetrahydrofuran	< 10.0		µg/l	10.0	7.2	5	"	"	"	"	"	
60-29-7	Ethyl ether	< 5.0		µg/l	5.0	3.5	5	"	"	"	"	"	
994-05-8	Tert-amyl methyl ether	< 5.0		µg/l	5.0	3.6	5	"	"	"	"	"	X
637-92-3	Ethyl tert-butyl ether	< 5.0		µg/l	5.0	3.9	5	"	"	"	"	"	X
108-20-3	Di-isopropyl ether	< 5.0		µg/l	5.0	3.6	5	"	"	"	"	"	X
75-65-0	Tert-Butanol / butyl alcohol	< 50.0		µg/l	50.0	43.2	5	"	"	"	"	"	X
123-91-1	1,4-Dioxane	< 100		µg/l	100	70.1	5	"	"	"	"	"	X
110-57-6	trans-1,4-Dichloro-2-buten e	< 25.0		µg/l	25.0	3.8	5	"	"	"	"	"	X
64-17-5	Ethanol	< 2000		µg/l	2000	178	5	"	"	"	"	"	X
Surrogate recoveries:													
460-00-4	*4-Bromofluorobenzene*	*95*			*70-130 %*			"	"	"	"	"	
2037-26-5	*Toluene-d8*	*93*			*70-130 %*			"	"	"	"	"	
17060-07-0	*1,2-Dichloroethane-d4*	*97*			*70-130 %*			"	"	"	"	"	
1868-53-7	*Dibromofluoromethane*	*104*			*70-130 %*			"	"	"	"	"	
'atively Identified Compounds by GC/MS													
pared by method SW846 5030 Water MS													

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
Dupe SB39556-10	60236456	Ground Water	17-Nov-11 00:00	17-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cer.
Volatile Organic Compounds													
Tentatively Identified Compounds by GC/MS													
Prepared by method SW846 5030 Water MS													
488-23-3	Benzene, 1,2,3,4-tetramethyl-	54.6	TIC	µg/l			5	SW846 8260C TICs	28-Nov-11	29-Nov-11	ek/	1124674	
000527-84-4	Benzene, 1-methyl-2-(1-meth...	29.8	TIC	µg/l			5	"	"	"	"	"	
002039-89-6	Benzene, 2-ethenyl-1,4-dime...	28.3	TIC	µg/l			5	"	"	"	"	"	
496-11-7	Indane	43.6	TIC	µg/l			5	"	"	"	"	"	
000119-64-2	Naphthalene, 1,2,3,4-tetrah...	27.8	TIC	µg/l			5	"	"	"	"	"	
	Naphthalene, 1-methyl-	55.2	TIC	µg/l			5	"	"	"	"	"	
	Naphthalene, 2-methyl-	65.7	TIC	µg/l			5	"	"	"	"	"	
Organic Compounds by Modified SW846 8015													
Glycol Analysis													
Prepared by method SW846 8015 Mod.													
111-46-6	Diethylene glycol	< 20.0		mg/l	20.0	3.93	1	SW846 8015 Mod	28-Nov-11	28-Nov-11	SEW	1124624	
107-21-1	Ethylene glycol	< 10.0		mg/l	10.0	6.13	1	"	"	"	"	"	
111-76-2	Ethylene glycol monobutyl ether	< 10.0		mg/l	10.0	2.10	1	"	"	"	"	"	
57-55-6	Propylene glycol	< 10.0		mg/l	10.0	6.42	1	"	"	"	"	"	
Surrogate recoveries:													
71-41-0	*1-Pentanol*	*88*			*40-140 %*			"	"	"	"	"	
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds													
Prepared by method SW846 3510C													
83-32-9	Acenaphthene	15.0		µg/l	5.81	0.942	1	SW846 8270D	22-Nov-11	25-Nov-11	ML	1124434	X
208-96-8	Acenaphthylene	< 5.81		µg/l	5.81	1.17	1	"	"	"	"	"	X
62-53-3	Aniline	< 5.81		µg/l	5.81	2.48	1	"	"	"	"	"	X
120-12-7	Anthracene	< 5.81		µg/l	5.81	0.860	1	"	"	"	"	"	X
103-33-3	Azobenzene/Diphenyldiazine	< 5.81		µg/l	5.81	1.24	1	"	"	"	"	"	
92-87-5	Benzidine	< 5.81		µg/l	5.81	3.45	1	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	< 5.81		µg/l	5.81	0.651	1	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	< 5.81		µg/l	5.81	0.977	1	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	< 5.81		µg/l	5.81	1.12	1	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	< 5.81		µg/l	5.81	1.69	1	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	< 5.81		µg/l	5.81	1.77	1	"	"	"	"	"	X
65-85-0	Benzoic acid	< 5.81		µg/l	5.81	1.83	1	"	"	"	"	"	X
100-51-6	Benzyl alcohol	< 5.81		µg/l	5.81	1.78	1	"	"	"	"	"	X
111-91-1	Bis(2-chloroethoxy)methane	< 5.81		µg/l	5.81	1.23	1	"	"	"	"	"	X
111-44-4	Bis(2-chloroethyl)ether	< 5.81		µg/l	5.81	1.30	1	"	"	"	"	"	X
108-60-1	Bis(2-chloroisopropyl)ether	< 5.81		µg/l	5.81	1.43	1	"	"	"	"	"	X
117-81-7	Bis(2-ethylhexyl)phthalate	< 5.81		µg/l	5.81	1.95	1	"	"	"	"	"	X
101-55-3	4-Bromophenyl phenyl ether	< 5.81		µg/l	5.81	1.52	1	"	"	"	"	"	X
85-68-7	Butyl benzyl phthalate	< 5.81		µg/l	5.81	0.872	1	"	"	"	"	"	X
86-74-8	Carbazole	12.9		µg/l	5.81	2.35	1	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
Dupe SB39556-10	60236456	Ground Water	17-Nov-11 00:00	17-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds Prepared by method SW846 3510C													
59-50-7	4-Chloro-3-methylphenol	< 5.81		µg/l	5.81	1.69	1	SW846 8270D	22-Nov-11	25-Nov-11	ML	1124434	X
106-47-8	4-Chloroaniline	< 5.81		µg/l	5.81	1.37	1	"	"	"	"	"	X
91-58-7	2-Chloronaphthalene	< 5.81		µg/l	5.81	0.767	1	"	"	"	"	"	X
95-57-8	2-Chlorophenol	< 5.81		µg/l	5.81	0.977	1	"	"	"	"	"	X
7005-72-3	4-Chlorophenyl phenyl ether	< 5.81		µg/l	5.81	1.14	1	"	"	"	"	"	X
218-01-9	Chrysene	< 5.81		µg/l	5.81	0.767	1	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	< 5.81		µg/l	5.81	1.52	1	"	"	"	"	"	X
132-64-9	Dibenzofuran	7.53		µg/l	5.81	0.767	1	"	"	"	"	"	X
95-50-1	1,2-Dichlorobenzene	< 5.81		µg/l	5.81	0.988	1	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 5.81		µg/l	5.81	1.57	1	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 5.81		µg/l	5.81	0.837	1	"	"	"	"	"	X
91-94-1	3,3'-Dichlorobenzidine	< 5.81		µg/l	5.81	2.35	1	"	"	"	"	"	X
120-83-2	2,4-Dichlorophenol	< 5.81		µg/l	5.81	1.55	1	"	"	"	"	"	X
84-66-2	Diethyl phthalate	< 5.81		µg/l	5.81	1.43	1	"	"	"	"	"	X
131-11-3	Dimethyl phthalate	< 5.81		µg/l	5.81	0.988	1	"	"	"	"	"	X
105-67-9	2,4-Dimethylphenol	< 5.81		µg/l	5.81	1.22	1	"	"	"	"	"	X
84-74-2	Di-n-butyl phthalate	< 5.81		µg/l	5.81	1.56	1	"	"	"	"	"	X
534-52-1	4,6-Dinitro-2-methylphenol	< 5.81		µg/l	5.81	2.23	1	"	"	"	"	"	X
1-5	2,4-Dinitrophenol	< 5.81		µg/l	5.81	3.73	1	"	"	"	"	"	X
121-14-2	2,4-Dinitrotoluene	< 5.81		µg/l	5.81	1.49	1	"	"	"	"	"	X
606-20-2	2,6-Dinitrotoluene	< 5.81		µg/l	5.81	1.27	1	"	"	"	"	"	X
117-84-0	Di-n-octyl phthalate	< 5.81		µg/l	5.81	1.53	1	"	"	"	"	"	X
206-44-0	Fluoranthene	< 5.81		µg/l	5.81	2.49	1	"	"	"	"	"	X
86-73-7	Fluorene	8.82		µg/l	5.81	1.06	1	"	"	"	"	"	X
118-74-1	Hexachlorobenzene	< 5.81		µg/l	5.81	1.41	1	"	"	"	"	"	X
87-68-3	Hexachlorobutadiene	< 5.81		µg/l	5.81	1.53	1	"	"	"	"	"	X
77-47-4	Hexachlorocyclopentadiene	< 5.81		µg/l	5.81	1.57	1	"	"	"	"	"	X
67-72-1	Hexachloroethane	< 5.81		µg/l	5.81	1.30	1	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	< 5.81		µg/l	5.81	1.56	1	"	"	"	"	"	X
78-59-1	Isophorone	< 5.81		µg/l	5.81	1.24	1	"	"	"	"	"	X
91-57-6	2-Methylnaphthalene	48.0		µg/l	5.81	1.49	1	"	"	"	"	"	X
95-48-7	2-Methylphenol	< 5.81		µg/l	5.81	0.988	1	"	"	"	"	"	X
108-39-4, 106-44-5	3 & 4-Methylphenol	< 11.6		µg/l	11.6	1.27	1	"	"	"	"	"	X
91-20-3	Naphthalene	40.9		µg/l	5.81	0.872	1	"	"	"	"	"	X
88-74-4	2-Nitroaniline	< 5.81		µg/l	5.81	1.23	1	"	"	"	"	"	X
99-09-2	3-Nitroaniline	< 5.81		µg/l	5.81	1.85	1	"	"	"	"	"	X
100-01-6	4-Nitroaniline	< 23.3		µg/l	23.3	5.31	1	"	"	"	"	"	X
98-95-3	Nitrobenzene	< 5.81		µg/l	5.81	1.12	1	"	"	"	"	"	X
88-75-5	2-Nitrophenol	< 5.81		µg/l	5.81	1.52	1	"	"	"	"	"	X
100-02-7	4-Nitrophenol	< 23.3		µg/l	23.3	2.99	1	"	"	"	"	"	X
5-9	N-Nitrosodimethylamine	< 5.81		µg/l	5.81	2.43	1	"	"	"	"	"	X
-64-7	N-Nitrosodi-n-propylamine	< 5.81		µg/l	5.81	1.29	1	"	"	"	"	"	X
86-30-6	N-Nitrosodiphenylamine	< 5.81		µg/l	5.81	1.33	1	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
Dupe SB39556-10	60236456	Ground Water	17-Nov-11 00:00	17-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Ce.
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds Prepared by method SW846 3510C													
87-86-5	Pentachlorophenol	< 23.3		µg/l	23.3	2.07	1	SW846 8270D	22-Nov-11	25-Nov-11	ML	1124434	X
85-01-8	Phenanthrene	16.6		µg/l	5.81	0.698	1	"	"	"	"	"	X
108-95-2	Phenol	< 5.81		µg/l	5.81	1.22	1	"	"	"	"	"	X
129-00-0	Pyrene	< 5.81		µg/l	5.81	2.87	1	"	"	"	"	"	X
110-86-1	Pyridine	< 5.81		µg/l	5.81	2.13	1	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 5.81		µg/l	5.81	1.15	1	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	32.4		µg/l	5.81	1.28	1	"	"	"	"	"	
95-95-4	2,4,5-Trichlorophenol	< 5.81		µg/l	5.81	1.71	1	"	"	"	"	"	X
88-06-2	2,4,6-Trichlorophenol	< 5.81		µg/l	5.81	1.13	1	"	"	"	"	"	X
82-68-8	Pentachloronitrobenzene	< 5.81		µg/l	5.81	1.87	1	"	"	"	"	"	X
95-94-3	1,2,4,5-Tetrachlorobenzene	< 5.81		µg/l	5.81	0.802	1	"	"	"	"	"	X
Surrogate recoveries:													
321-60-8	*2-Fluorobiphenyl*	*43*			*30-130 %*			"	"	"	"	"	
367-12-4	*2-Fluorophenol*	*38*			*15-110 %*			"	"	"	"	"	
4165-60-0	*Nitrobenzene-d5*	*51*			*30-130 %*			"	"	"	"	"	
4165-62-2	*Phenol-d5*	*29*			*15-110 %*			"	"	"	"	"	
1718-51-0	*Terphenyl-dl4*	*82*			*30-130 %*			"	"	"	"	"	
118-79-6	*2,4,6-Tribromophenol*	*60*			*15-110 %*			"	"	"	"	"	
Tentatively Identified Compounds Prepared by method SW846 3510C													
080839-93-6	1-(2-Methylpropenyl)aziridin	18.3	TIC	µg/l			1	8270D TICS	"	"	ML	"	
001000-86-8	1,3-Pentadiene, 2,4-dimethyl-	44.2	TIC	µg/l			1	"	"	"	"	"	
003761-94-2	1-Methylcycloheptanol	18.0	TIC	µg/l			1	"	"	"	"	"	
059123-41-0	1-Methylcyclooctanol	19.7	TIC	µg/l			1	"	"	"	"	"	
000086-87-3	1-Naphthaleneacetic acid	40.3	TIC	µg/l			1	"	"	"	"	"	
000086-55-5	1-Naphthalenecarboxylic acid	16.3	TIC	µg/l			1	"	"	"	"	"	
1000146-07-5	2-Acetoxytetralin	46.5	TIC	µg/l			1	"	"	"	"	"	
016484-17-6	2H-Inden-2-one, octahydro-,...	15.7	TIC	µg/l			1	"	"	"	"	"	
020511-20-0	2-Propenoic acid, 3-(4-meth...	24.5	TIC	µg/l			1	"	"	"	"	"	
1000289-26-0	4-Butyl-5-methylpyrazalone	19.1	TIC	µg/l			1	"	"	"	"	"	
488-23-3	Benzene, 1,2,3,4-tetramethyl-	30.6	TIC	µg/l			1	"	"	"	"	"	
95-93-2	Benzene, 1,2,4,5-tetramethyl-	15.8	TIC	µg/l			1	"	"	"	"	"	
000614-68-6	Benzene, 1-isocyanato-2-met...	111	TIC	µg/l			1	"	"	"	"	"	
000528-90-5	Benzoic acid, 2,4,5-trimethyl-	115	TIC	µg/l			1	"	"	"	"	"	
000480-63-7	Benzoic acid, 2,4,6-trimethyl-	20.0	TIC	µg/l			1	"	"	"	"	"	
000632-46-2	Benzoic acid, 2,6-dimethyl-	74.6	TIC	µg/l			1	"	"	"	"	"	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
Dupe SB39556-10	60236456	Ground Water	17-Nov-11 00:00	17-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Semivolatile Organic Compounds by GCMS													
Tentatively Identified Compounds													
Prepared by method SW846 3510C													
062238-31-7	Cyclohexane, 1-ethyl-1,3-di...	19.8	TIC	µg/l			1	8270D TICS	22-Nov-11	25-Nov-11	ML	1124434	
000089-74-7	Ethanone, 1-(2,4-dimethylph...	20.2	TIC	µg/l			1	"	"	"	"	"	
1000306-78-7	Glycine, furan-2-yl-methyl ...	15.8	TIC	µg/l			1	"	"	"	"	"	
496-11-7	Indane	18.5	TIC	µg/l			1	"	"	"	"	"	
000119-64-2	Naphthalene, 1,2,3,4-tetrah...	22.7	TIC	µg/l			1	"	"	"	"	"	
000575-41-7	Naphthalene, 1,3-dimethyl-	30.0	TIC	µg/l			1	"	"	"	"	"	
000571-58-4	Naphthalene, 1,4-dimethyl-	16.4	TIC	µg/l			1	"	"	"	"	"	
001931-63-1	Nonanoic acid, 9-oxo-, meth...	58.0	TIC	µg/l			1	"	"	"	"	"	
000126-73-8	Tributyl phosphate	106	TIC	µg/l			1	"	"	"	"	"	
Extractable Petroleum Hydrocarbons													
Fingerprinting by GC													
Prepared by method SW846 3510C													
	Total Petroleum Hydrocarbons	18.0		mg/l	0.2	0.02	1	SW846 8100Mod.	22-Nov-11	28-Nov-11	SEW	1124353	
Surrogate recoveries:													
-33-2	*1-Chlorooctadecane*	*113*			*40-140 %*			"	"	"	"	"	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
TB SB39556-11	60236456	Aqueous	17-Nov-11 00:00	17-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cer.
Volatile Organic Compounds													
Volatile Organic Compounds Prepared by method SW846 5030 Water MS													
76-13-1	1,1,2-Trichlorotrifluoroethane (Freon 113)	< 1.0		µg/l	1.0	0.6	1	SW846 8260C	29-Nov-11	29-Nov-11	ek/	1124786	X
67-64-1	Acetone	< 10.0		µg/l	10.0	2.6	1	"	"	"	"	"	X
107-13-1	Acrylonitrile	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
71-43-2	Benzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-86-1	Bromobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	
74-97-5	Bromochloromethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-27-4	Bromodichloromethane	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
75-25-2	Bromoform	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
74-83-9	Bromomethane	< 2.0		µg/l	2.0	1.1	1	"	"	"	"	"	X
78-93-3	2-Butanone (MEK)	< 10.0		µg/l	10.0	1.7	1	"	"	"	"	"	X
104-51-8	n-Butylbenzene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-15-0	Carbon disulfide	< 2.0		µg/l	2.0	0.6	1	"	"	"	"	"	X
56-23-5	Carbon tetrachloride	< 1.0		µg/l	1.0	0.5	1	"	"	"	"	"	X
108-90-7	Chlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-00-3	Chloroethane	< 2.0		µg/l	2.0	1.0	1	"	"	"	"	"	X
67-66-3	Chloroform	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
74-87-3	Chloromethane	< 2.0		µg/l	2.0	1.5	1	"	"	"	"	"	X
95-49-8	2-Chlorotoluene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
106-43-4	4-Chlorotoluene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
96-12-8	1,2-Dibromo-3-chloropropane	< 2.0		µg/l	2.0	0.9	1	"	"	"	"	"	X
124-48-1	Dibromochloromethane	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
106-93-4	1,2-Dibromoethane (EDB)	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
74-95-3	Dibromomethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
95-50-1	1,2-Dichlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
75-71-8	Dichlorodifluoromethane (Freon12)	< 2.0		µg/l	2.0	0.4	1	"	"	"	"	"	X
75-34-3	1,1-Dichloroethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
107-06-2	1,2-Dichloroethane	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
75-35-4	1,1-Dichloroethene	< 1.0		µg/l	1.0	0.5	1	"	"	"	"	"	X
156-59-2	cis-1,2-Dichloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
156-60-5	trans-1,2-Dichloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
78-87-5	1,2-Dichloropropane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
142-28-9	1,3-Dichloropropane	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
594-20-7	2,2-Dichloropropane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
563-58-6	1,1-Dichloropropene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
10061-01-5	cis-1,3-Dichloropropene	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
10061-02-6	trans-1,3-Dichloropropene	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
100-41-4	Ethylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
87-68-3	Hexachlorobutadiene	< 0.5		µg/l	0.5	0.4	1	"	"	"	"	"	X
591-78-6	2-Hexanone (MBK)	< 10.0		µg/l	10.0	0.5	1	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
TB SB39556-11	60236456	Aqueous	17-Nov-11 00:00	17-Nov-11

S No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Volatile Organic Compounds Prepared by method SW846 5030 Water MS													
98-82-8	Isopropylbenzene	< 1.0		µg/l	1.0	0.6	1	SW846 8260C	29-Nov-11	29-Nov-11	ek/	1124786	X
99-87-6	4-Isopropyltoluene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-10-1	4-Methyl-2-pentanone (MiBK)	< 10.0		µg/l	10.0	0.9	1	"	"	"	"	"	X
75-09-2	Methylene chloride	< 2.0		µg/l	2.0	0.7	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 1.0		µg/l	1.0	0.3	1	"	"	"	"	"	X
103-65-1	n-Propylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
100-42-5	Styrene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
630-20-6	1,1,1,2-Tetrachloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-34-5	1,1,2,2-Tetrachloroethane	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
127-18-4	Tetrachloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-88-3	Toluene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
87-61-6	1,2,3-Trichlorobenzene	< 1.0		µg/l	1.0	0.4	1	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 1.0		µg/l	1.0	0.4	1	"	"	"	"	"	X
108-70-3	1,3,5-Trichlorobenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	
71-55-6	1,1,1-Trichloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-00-5	1,1,2-Trichloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-01-6	Trichloroethene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
-4	Trichlorofluoromethane (Freon 11)	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
96-18-4	1,2,3-Trichloropropane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-01-4	Vinyl chloride	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 2.0		µg/l	2.0	1.6	1	"	"	"	"	"	X
95-47-6	o-Xylene	< 1.0		µg/l	1.0	0.9	1	"	"	"	"	"	X
109-99-9	Tetrahydrofuran	< 2.0		µg/l	2.0	1.4	1	"	"	"	"	"	
60-29-7	Ethyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	
994-05-8	Tert-amyl methyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
637-92-3	Ethyl tert-butyl ether	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
108-20-3	Di-isopropyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-65-0	Tert-Butanol / butyl alcohol	< 10.0		µg/l	10.0	8.6	1	"	"	"	"	"	X
123-91-1	1,4-Dioxane	< 20.0		µg/l	20.0	14.0	1	"	"	"	"	"	X
110-57-6	trans-1,4-Dichloro-2-buten e	< 5.0		µg/l	5.0	0.8	1	"	"	"	"	"	X
64-17-5	Ethanol	< 400		µg/l	400	35.7	1	"	"	"	"	"	X
Surrogate recoveries:													
460-00-4	*4-Bromofluorobenzene*	*93*			*70-130 %*			"	"	"	"	"	
2037-26-5	*Toluene-d8*	*88*			*70-130 %*			"	"	"	"	"	
17060-07-0	*1,2-Dichloroethane-d4*	*96*			*70-130 %*			"	"	"	"	"	
1868-53-7	*Dibromofluoromethane*	*96*			*70-130 %*			"	"	"	"	"	
atively Identified Compounds by GC/MS pared by method SW846 5030 Water MS													

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
TB SB39556-11	60236456	Aqueous	17-Nov-11 00:00	17-Nov-11

CAS No.	*Analyte(s)*	*Result*	*Flag*	*Units*	**RDL*	*MDL*	*Dilution*	*Method Ref.*	*Prepared*	*Analyzed*	*Analyst*	*Batch*	*Cer.*
Volatile Organic Compounds													
Tentatively Identified Compounds by GC/MS													
Prepared by method SW846 5030 Water MS													
	Tentatively Identified Compounds	None found		µg/l			1	SW846 8260C TICs	29-Nov-11	29-Nov-11	ek/	1124786	

Volatile Organic Compounds - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124608 - SW846 5030 Soil (high level)										
Blank (1124608-BLK1)						Prepared & Analyzed: 26-Nov-11				
Benzene	< 1.0		µg/kg wet	1.0						
n-Butylbenzene	< 1.0		µg/kg wet	1.0						
sec-Butylbenzene	< 1.0		µg/kg wet	1.0						
tert-Butylbenzene	< 1.0		µg/kg wet	1.0						
Ethylbenzene	< 1.0		µg/kg wet	1.0						
Isopropylbenzene	< 1.0		µg/kg wet	1.0						
4-Isopropyltoluene	< 1.0		µg/kg wet	1.0						
Methyl tert-butyl ether	< 1.0		µg/kg wet	1.0						
Naphthalene	< 1.0		µg/kg wet	1.0						
n-Propylbenzene	< 1.0		µg/kg wet	1.0						
Toluene	< 1.0		µg/kg wet	1.0						
1,2,4-Trimethylbenzene	< 1.0		µg/kg wet	1.0						
1,3,5-Trimethylbenzene	< 1.0		µg/kg wet	1.0						
m,p-Xylene	< 2.0		µg/kg wet	2.0						
o-Xylene	< 1.0		µg/kg wet	1.0						
Surrogate: 4-Bromofluorobenzene	*29.7*		µg/kg wet		*30.0*		*99*	*70-130*		
Surrogate: Toluene-d8	*29.4*		µg/kg wet		*30.0*		*98*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*29.3*		µg/kg wet		*30.0*		*98*	*70-130*		
Surrogate: Dibromofluoromethane	*29.4*		µg/kg wet		*30.0*		*98*	*70-130*		
LCS (1124608-BS1)						Prepared & Analyzed: 26-Nov-11				
Benzene	**20.0**		µg/kg wet		20.0		100	70-130		
n-Butylbenzene	**23.4**		µg/kg wet		20.0		117	70-130		
sec-Butylbenzene	**25.3**		µg/kg wet		20.0		126	70-130		
tert-Butylbenzene	**25.3**		µg/kg wet		20.0		127	70-130		
Ethylbenzene	**23.0**		µg/kg wet		20.0		115	70-130		
Isopropylbenzene	**22.4**		µg/kg wet		20.0		112	70-130		
4-Isopropyltoluene	**23.6**		µg/kg wet		20.0		118	70-130		
Methyl tert-butyl ether	**15.7**		µg/kg wet		20.0		78	70-130		
Naphthalene	**21.1**		µg/kg wet		20.0		105	70-130		
n-Propylbenzene	**23.6**		µg/kg wet		20.0		118	70-130		
Toluene	**19.6**		µg/kg wet		20.0		98	70-130		
1,2,4-Trimethylbenzene	**24.8**		µg/kg wet		20.0		124	70-130		
1,3,5-Trimethylbenzene	**24.3**		µg/kg wet		20.0		121	70-130		
m,p-Xylene	**50.1**		µg/kg wet		40.0		125	70-130		
o-Xylene	**23.4**		µg/kg wet		20.0		117	70-130		
Surrogate: 4-Bromofluorobenzene	*32.9*		µg/kg wet		*30.0*		*110*	*70-130*		
Surrogate: Toluene-d8	*30.6*		µg/kg wet		*30.0*		*102*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*27.5*		µg/kg wet		*30.0*		*92*	*70-130*		
Surrogate: Dibromofluoromethane	*28.6*		µg/kg wet		*30.0*		*95*	*70-130*		
LCS Dup (1124608-BSD1)						Prepared & Analyzed: 26-Nov-11				
Benzene	**19.6**		µg/kg wet		20.0		98	70-130	2	25
n-Butylbenzene	**20.7**		µg/kg wet		20.0		103	70-130	13	25
sec-Butylbenzene	**24.6**		µg/kg wet		20.0		123	70-130	3	25
tert-Butylbenzene	**24.2**		µg/kg wet		20.0		121	70-130	4	25
Ethylbenzene	**21.9**		µg/kg wet		20.0		110	70-130	5	25
Isopropylbenzene	**21.5**		µg/kg wet		20.0		107	70-130	4	25
4-Isopropyltoluene	**21.2**		µg/kg wet		20.0		106	70-130	10	25
Methyl tert-butyl ether	**16.2**		µg/kg wet		20.0		81	70-130	3	25
Naphthalene	**20.2**		µg/kg wet		20.0		101	70-130	4	25
n-Propylbenzene	**22.8**		µg/kg wet		20.0		114	70-130	4	25
Toluene	**19.2**		µg/kg wet		20.0		96	70-130	2	25

Volatile Organic Compounds - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124608 - SW846 5030 Soil (high level)										
LCS Dup (1124608-BSD1)					Prepared & Analyzed: 26-Nov-11					
1,2,4-Trimethylbenzene	**24.1**		µg/kg wet		20.0		121	70-130	3	25
1,3,5-Trimethylbenzene	**23.1**		µg/kg wet		20.0		116	70-130	5	25
m,p-Xylene	**47.6**		µg/kg wet		40.0		119	70-130	5	25
o-Xylene	**23.3**		µg/kg wet		20.0		116	70-130	0.4	25
Surrogate: 4-Bromofluorobenzene	*32.1*		µg/kg wet		*30.0*		*107*	*70-130*		
Surrogate: Toluene-d8	*29.5*		µg/kg wet		*30.0*		*98*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*28.2*		µg/kg wet		*30.0*		*94*	*70-130*		
Surrogate: Dibromofluoromethane	*28.8*		µg/kg wet		*30.0*		*96*	*70-130*		
Batch 1124659 - SW846 5030 Soil (high level)										
Blank (1124659-BLK1)					Prepared & Analyzed: 28-Nov-11					
Benzene	< 50.0		µg/kg wet	50.0						
n-Butylbenzene	< 50.0		µg/kg wet	50.0						
sec-Butylbenzene	< 50.0		µg/kg wet	50.0						
tert-Butylbenzene	< 50.0		µg/kg wet	50.0						
Ethylbenzene	< 50.0		µg/kg wet	50.0						
Isopropylbenzene	< 50.0		µg/kg wet	50.0						
4-Isopropyltoluene	< 50.0		µg/kg wet	50.0						
Methyl tert-butyl ether	< 50.0		µg/kg wet	50.0						
Naphthalene	< 50.0		µg/kg wet	50.0						
n-Propylbenzene	< 50.0		µg/kg wet	50.0						
Toluene	< 50.0		µg/kg wet	50.0						
1,2,4-Trimethylbenzene	< 50.0		µg/kg wet	50.0						
1,3,5-Trimethylbenzene	< 50.0		µg/kg wet	50.0						
m,p-Xylene	< 100		µg/kg wet	100						
o-Xylene	< 50.0		µg/kg wet	50.0						
Surrogate: 4-Bromofluorobenzene	*28.6*		µg/kg wet		*30.0*		*95*	*70-130*		
Surrogate: Toluene-d8	*30.0*		µg/kg wet		*30.0*		*100*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*33.2*		µg/kg wet		*30.0*		*111*	*70-130*		
Surrogate: Dibromofluoromethane	*33.8*		µg/kg wet		*30.0*		*113*	*70-130*		
LCS (1124659-BS1)					Prepared & Analyzed: 28-Nov-11					
Benzene	**17.5**		µg/kg wet		20.0		88	70-130		
n-Butylbenzene	**19.7**		µg/kg wet		20.0		99	70-130		
sec-Butylbenzene	**20.5**		µg/kg wet		20.0		102	70-130		
tert-Butylbenzene	**20.2**		µg/kg wet		20.0		101	70-130		
Ethylbenzene	**19.6**		µg/kg wet		20.0		98	70-130		
Isopropylbenzene	**18.6**		µg/kg wet		20.0		93	70-130		
4-Isopropyltoluene	**20.1**		µg/kg wet		20.0		100	70-130		
Methyl tert-butyl ether	**21.8**		µg/kg wet		20.0		109	70-130		
Naphthalene	**19.4**		µg/kg wet		20.0		97	70-130		
n-Propylbenzene	**20.3**		µg/kg wet		20.0		101	70-130		
Toluene	**17.4**		µg/kg wet		20.0		87	70-130		
1,2,4-Trimethylbenzene	**21.3**		µg/kg wet		20.0		107	70-130		
1,3,5-Trimethylbenzene	**21.2**		µg/kg wet		20.0		106	70-130		
m,p-Xylene	**39.7**		µg/kg wet		40.0		99	70-130		
o-Xylene	**20.2**		µg/kg wet		20.0		101	70-130		
Surrogate: 4-Bromofluorobenzene	*29.9*		µg/kg wet		*30.0*		*100*	*70-130*		
Surrogate: Toluene-d8	*30.2*		µg/kg wet		*30.0*		*101*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*33.1*		µg/kg wet		*30.0*		*110*	*70-130*		
Surrogate: Dibromofluoromethane	*34.3*		µg/kg wet		*30.0*		*114*	*70-130*		
LCS Dup (1124659-BSD1)					Prepared & Analyzed: 28-Nov-11					

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124659 - SW846 5030 Soil (high level)										
LCS Dup (1124659-BSD1)					Prepared & Analyzed: 28-Nov-11					
Benzene	**17.2**		µg/kg wet		20.0		86	70-130	2	25
n-Butylbenzene	**20.2**		µg/kg wet		20.0		101	70-130	3	25
sec-Butylbenzene	**20.2**		µg/kg wet		20.0		101	70-130	1	25
tert-Butylbenzene	**20.5**		µg/kg wet		20.0		103	70-130	2	25
Ethylbenzene	**19.4**		µg/kg wet		20.0		97	70-130	0.9	25
Isopropylbenzene	**18.4**		µg/kg wet		20.0		92	70-130	1	25
4-Isopropyltoluene	**20.1**		µg/kg wet		20.0		101	70-130	0.2	25
Methyl tert-butyl ether	**20.2**		µg/kg wet		20.0		101	70-130	8	25
Naphthalene	**19.7**		µg/kg wet		20.0		99	70-130	2	25
n-Propylbenzene	**20.7**		µg/kg wet		20.0		104	70-130	2	25
Toluene	**17.7**		µg/kg wet		20.0		88	70-130	1	25
1,2,4-Trimethylbenzene	**21.4**		µg/kg wet		20.0		107	70-130	0.4	25
1,3,5-Trimethylbenzene	**21.4**		µg/kg wet		20.0		107	70-130	0.6	25
m,p-Xylene	**39.4**		µg/kg wet		40.0		99	70-130	0.6	25
o-Xylene	**19.6**		µg/kg wet		20.0		98	70-130	3	25
Surrogate: 4-Bromofluorobenzene	*29.6*		µg/kg wet		*30.0*		*99*	*70-130*		
Surrogate: Toluene-d8	*30.7*		µg/kg wet		*30.0*		*102*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*32.2*		µg/kg wet		*30.0*		*107*	*70-130*		
Surrogate: Dibromofluoromethane	*32.6*		µg/kg wet		*30.0*		*109*	*70-130*		
Batch 1124674 - SW846 5030 Water MS										
Blank (1124674-BLK1)					Prepared & Analyzed: 28-Nov-11					
Tentatively Identified Compounds	**None found**		µg/l							
1,1,2-Trichlorotrifluoroethane (Freon 113)	< 1.0		µg/l	1.0						
Acetone	< 10.0		µg/l	10.0						
Acrylonitrile	< 0.5		µg/l	0.5						
Benzene	< 1.0		µg/l	1.0						
Bromobenzene	< 1.0		µg/l	1.0						
Bromochloromethane	< 1.0		µg/l	1.0						
Bromodichloromethane	< 0.5		µg/l	0.5						
Bromoform	< 1.0		µg/l	1.0						
Bromomethane	< 2.0		µg/l	2.0						
2-Butanone (MEK)	< 10.0		µg/l	10.0						
n-Butylbenzene	< 1.0		µg/l	1.0						
sec-Butylbenzene	< 1.0		µg/l	1.0						
tert-Butylbenzene	< 1.0		µg/l	1.0						
Carbon disulfide	< 2.0		µg/l	2.0						
Carbon tetrachloride	< 1.0		µg/l	1.0						
Chlorobenzene	< 1.0		µg/l	1.0						
Chloroethane	< 2.0		µg/l	2.0						
Chloroform	< 1.0		µg/l	1.0						
Chloromethane	< 2.0		µg/l	2.0						
2-Chlorotoluene	< 1.0		µg/l	1.0						
4-Chlorotoluene	< 1.0		µg/l	1.0						
1,2-Dibromo-3-chloropropane	< 2.0		µg/l	2.0						
Dibromochloromethane	< 0.5		µg/l	0.5						
1,2-Dibromoethane (EDB)	< 0.5		µg/l	0.5						
Dibromomethane	< 1.0		µg/l	1.0						
1,2-Dichlorobenzene	< 1.0		µg/l	1.0						
1,3-Dichlorobenzene	< 1.0		µg/l	1.0						
1,4-Dichlorobenzene	< 1.0		µg/l	1.0						
Dichlorodifluoromethane (Freon12)	< 2.0		µg/l	2.0						

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124674 - SW846 5030 Water MS										
Blank (1124674-BLK1)						Prepared & Analyzed: 28-Nov-11				
1,1-Dichloroethane	< 1.0		µg/l	1.0						
1,2-Dichloroethane	< 1.0		µg/l	1.0						
1,1-Dichloroethene	< 1.0		µg/l	1.0						
cis-1,2-Dichloroethene	< 1.0		µg/l	1.0						
trans-1,2-Dichloroethene	< 1.0		µg/l	1.0						
1,2-Dichloropropane	< 1.0		µg/l	1.0						
1,3-Dichloropropane	< 1.0		µg/l	1.0						
2,2-Dichloropropane	< 1.0		µg/l	1.0						
1,1-Dichloropropene	< 1.0		µg/l	1.0						
cis-1,3-Dichloropropene	< 0.5		µg/l	0.5						
trans-1,3-Dichloropropene	< 0.5		µg/l	0.5						
Ethylbenzene	< 1.0		µg/l	1.0						
Hexachlorobutadiene	< 0.5		µg/l	0.5						
2-Hexanone (MBK)	< 10.0		µg/l	10.0						
Isopropylbenzene	< 1.0		µg/l	1.0						
4-Isopropyltoluene	< 1.0		µg/l	1.0						
Methyl tert-butyl ether	< 1.0		µg/l	1.0						
4-Methyl-2-pentanone (MIBK)	< 10.0		µg/l	10.0						
Methylene chloride	< 2.0		µg/l	2.0						
Naphthalene	< 1.0		µg/l	1.0						
n-Propylbenzene	< 1.0		µg/l	1.0						
Styrene	< 1.0		µg/l	1.0						
1,1,1,2-Tetrachloroethane	< 1.0		µg/l	1.0						
1,1,2,2-Tetrachloroethane	< 0.5		µg/l	0.5						
Tetrachloroethene	< 1.0		µg/l	1.0						
Toluene	< 1.0		µg/l	1.0						
1,2,3-Trichlorobenzene	< 1.0		µg/l	1.0						
1,2,4-Trichlorobenzene	< 1.0		µg/l	1.0						
1,3,5-Trichlorobenzene	< 1.0		µg/l	1.0						
1,1,1-Trichloroethane	< 1.0		µg/l	1.0						
1,1,2-Trichloroethane	< 1.0		µg/l	1.0						
Trichloroethene	< 1.0		µg/l	1.0						
Trichlorofluoromethane (Freon 11)	< 1.0		µg/l	1.0						
1,2,3-Trichloropropane	< 1.0		µg/l	1.0						
1,2,4-Trimethylbenzene	< 1.0		µg/l	1.0						
1,3,5-Trimethylbenzene	< 1.0		µg/l	1.0						
Vinyl chloride	< 1.0		µg/l	1.0						
m,p-Xylene	< 2.0		µg/l	2.0						
o-Xylene	< 1.0		µg/l	1.0						
Tetrahydrofuran	< 2.0		µg/l	2.0						
Ethyl ether	< 1.0		µg/l	1.0						
Tert-amyl methyl ether	< 1.0		µg/l	1.0						
Ethyl tert-butyl ether	< 1.0		µg/l	1.0						
Di-isopropyl ether	< 1.0		µg/l	1.0						
Tert-Butanol / butyl alcohol	< 10.0		µg/l	10.0						
1,4-Dioxane	< 20.0		µg/l	20.0						
trans-1,4-Dichloro-2-butene	< 5.0		µg/l	5.0						
Ethanol	< 400		µg/l	400						
Surrogate: 4-Bromofluorobenzene	*46.6*		µg/l		*50.0*		*93*	*70-130*		
Surrogate: Toluene-d8	*46.1*		µg/l		*50.0*		*92*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*49.3*		µg/l		*50.0*		*99*	*70-130*		

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124674 - SW846 5030 Water MS										
Blank (1124674-BLK1)						Prepared & Analyzed: 28-Nov-11				
Surrogate: Dibromofluoromethane	*50.0*		µg/l		*50.0*		*100*	*70-130*		
LCS (1124674-BS1)						Prepared & Analyzed: 28-Nov-11				
1,1,2-Trichlorotrifluoroethane (Freon 113)	**15.8**		µg/l		20.0		79	70-130		
Acetone	**17.9**		µg/l		20.0		90	70-130		
Acrylonitrile	**17.4**		µg/l		20.0		87	70-130		
Benzene	**17.2**		µg/l		20.0		86	70-130		
Bromobenzene	**16.5**		µg/l		20.0		83	70-130		
Bromochloromethane	**18.8**		µg/l		20.0		94	70-130		
Bromodichloromethane	**18.2**		µg/l		20.0		91	70-130		
Bromoform	**17.2**		µg/l		20.0		86	70-130		
Bromomethane	**17.2**		µg/l		20.0		86	70-130		
2-Butanone (MEK)	**17.2**		µg/l		20.0		86	70-130		
n-Butylbenzene	**16.4**		µg/l		20.0		82	70-130		
sec-Butylbenzene	**14.9**		µg/l		20.0		75	70-130		
tert-Butylbenzene	**15.3**		µg/l		20.0		76	70-130		
Carbon disulfide	**15.1**		µg/l		20.0		76	70-130		
Carbon tetrachloride	**17.1**		µg/l		20.0		85	70-130		
Chlorobenzene	**17.8**		µg/l		20.0		89	70-130		
Chloroethane	**16.1**		µg/l		20.0		80	70-130		
Chloroform	**17.6**		µg/l		20.0		88	70-130		
Chloromethane	**15.1**		µg/l		20.0		76	70-130		
2-Chlorotoluene	**15.4**		µg/l		20.0		77	70-130		
4-Chlorotoluene	**15.1**		µg/l		20.0		75	70-130		
1,2-Dibromo-3-chloropropane	**19.2**		µg/l		20.0		96	70-130		
Dibromochloromethane	**18.2**		µg/l		20.0		91	70-130		
1,2-Dibromoethane (EDB)	**19.0**		µg/l		20.0		95	70-130		
Dibromomethane	**18.7**		µg/l		20.0		94	70-130		
1,2-Dichlorobenzene	**17.9**		µg/l		20.0		89	70-130		
1,3-Dichlorobenzene	**15.3**		µg/l		20.0		77	70-130		
1,4-Dichlorobenzene	**16.7**		µg/l		20.0		84	70-130		
Dichlorodifluoromethane (Freon12)	**16.2**		µg/l		20.0		81	70-130		
1,1-Dichloroethane	**16.8**		µg/l		20.0		84	70-130		
1,2-Dichloroethane	**17.4**		µg/l		20.0		87	70-130		
1,1-Dichloroethene	**16.0**		µg/l		20.0		80	70-130		
cis-1,2-Dichloroethene	**17.9**		µg/l		20.0		90	70-130		
trans-1,2-Dichloroethene	**16.0**		µg/l		20.0		80	70-130		
1,2-Dichloropropane	**17.2**		µg/l		20.0		86	70-130		
1,3-Dichloropropane	**18.0**		µg/l		20.0		90	70-130		
2,2-Dichloropropane	**13.0**	QM9	µg/l		20.0		65	70-130		
1,1-Dichloropropene	**16.0**		µg/l		20.0		80	70-130		
cis-1,3-Dichloropropene	**16.3**		µg/l		20.0		82	70-130		
trans-1,3-Dichloropropene	**16.1**		µg/l		20.0		81	70-130		
Ethylbenzene	**16.7**		µg/l		20.0		84	70-130		
Hexachlorobutadiene	**16.5**		µg/l		20.0		83	70-130		
2-Hexanone (MBK)	**13.7**		µg/l		20.0		69	70-130		
Isopropylbenzene	**14.9**		µg/l		20.0		74	70-130		
4-Isopropyltoluene	**16.8**		µg/l		20.0		84	70-130		
Methyl tert-butyl ether	**15.5**		µg/l		20.0		78	70-130		
4-Methyl-2-pentanone (MIBK)	**14.0**		µg/l		20.0		70	70-130		
Methylene chloride	**16.6**		µg/l		20.0		83	70-130		
Naphthalene	**21.0**		µg/l		20.0		105	70-130		

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124674 - SW846 5030 Water MS										
LCS (1124674-BS1)					Prepared & Analyzed: 28-Nov-11					
n-Propylbenzene	**14.6**		µg/l		20.0		73	70-130		
Styrene	**16.4**		µg/l		20.0		82	70-130		
1,1,1,2-Tetrachloroethane	**19.2**		µg/l		20.0		96	70-130		
1,1,2,2-Tetrachloroethane	**14.7**		µg/l		20.0		73	70-130		
Tetrachloroethene	**17.2**		µg/l		20.0		86	70-130		
Toluene	**17.3**		µg/l		20.0		87	70-130		
1,2,3-Trichlorobenzene	**19.9**		µg/l		20.0		100	70-130		
1,2,4-Trichlorobenzene	**18.2**		µg/l		20.0		91	70-130		
1,3,5-Trichlorobenzene	**17.5**		µg/l		20.0		88	70-130		
1,1,1-Trichloroethane	**16.6**		µg/l		20.0		83	70-130		
1,1,2-Trichloroethane	**18.1**		µg/l		20.0		91	70-130		
Trichloroethene	**17.4**		µg/l		20.0		87	70-130		
Trichlorofluoromethane (Freon 11)	**16.1**		µg/l		20.0		80	70-130		
1,2,3-Trichloropropane	**15.3**		µg/l		20.0		77	70-130		
1,2,4-Trimethylbenzene	**15.5**		µg/l		20.0		77	70-130		
1,3,5-Trimethylbenzene	**14.9**		µg/l		20.0		74	70-130		
Vinyl chloride	**16.0**		µg/l		20.0		80	70-130		
m,p-Xylene	**34.0**		µg/l		40.0		85	70-130		
o-Xylene	**17.0**		µg/l		20.0		85	70-130		
Tetrahydrofuran	**16.2**		µg/l		20.0		81	70-130		
Ethyl ether	**17.2**		µg/l		20.0		86	70-130		
Tert-amyl methyl ether	**18.4**		µg/l		20.0		92	70-130		
Ethyl tert-butyl ether	**15.0**		µg/l		20.0		75	70-130		
Di-isopropyl ether	**16.5**		µg/l		20.0		82	70-130		
Tert-Butanol / butyl alcohol	**144**		µg/l		200		72	70-130		
1,4-Dioxane	**193**		µg/l		200		97	70-130		
trans-1,4-Dichloro-2-butene	**13.3**	QM9	µg/l		20.0		66	70-130		
Ethanol	**465**		µg/l		400		116	70-130		
Surrogate: 4-Bromofluorobenzene	*45.2*		µg/l		*50.0*		*90*	*70-130*		
Surrogate: Toluene-d8	*50.7*		µg/l		*50.0*		*101*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*48.5*		µg/l		*50.0*		*97*	*70-130*		
Surrogate: Dibromofluoromethane	*50.2*		µg/l		*50.0*		*100*	*70-130*		
LCS Dup (1124674-BSD1)					Prepared & Analyzed: 28-Nov-11					
1,1,2-Trichlorotrifluoroethane (Freon 113)	**21.0**	QR2	µg/l		20.0		105	70-130	28	25
Acetone	**21.1**		µg/l		20.0		106	70-130	16	50
Acrylonitrile	**19.8**		µg/l		20.0		99	70-130	13	25
Benzene	**21.0**		µg/l		20.0		105	70-130	20	25
Bromobenzene	**19.3**		µg/l		20.0		97	70-130	16	25
Bromochloromethane	**21.5**		µg/l		20.0		108	70-130	14	25
Bromodichloromethane	**21.7**		µg/l		20.0		108	70-130	17	25
Bromoform	**19.2**		µg/l		20.0		96	70-130	11	25
Bromomethane	**20.6**		µg/l		20.0		103	70-130	18	50
2-Butanone (MEK)	**17.2**		µg/l		20.0		86	70-130	0.2	50
n-Butylbenzene	**20.7**		µg/l		20.0		103	70-130	23	25
sec-Butylbenzene	**18.9**		µg/l		20.0		95	70-130	24	25
tert-Butylbenzene	**19.1**		µg/l		20.0		96	70-130	22	25
Carbon disulfide	**20.1**	QR2	µg/l		20.0		100	70-130	28	25
Carbon tetrachloride	**22.2**	QR2	µg/l		20.0		111	70-130	26	25
Chlorobenzene	**21.1**		µg/l		20.0		106	70-130	17	25
Chloroethane	**20.0**		µg/l		20.0		100	70-130	22	50
Chloroform	**20.8**		µg/l		20.0		104	70-130	17	25

Volatile Organic Compounds - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124674 - SW846 5030 Water MS										
LCS Dup (1124674-BSD1)					Prepared & Analyzed: 28-Nov-11					
Chloromethane	**18.9**		µg/l		20.0		94	70-130	22	25
2-Chlorotoluene	**18.4**		µg/l		20.0		92	70-130	18	25
4-Chlorotoluene	**18.0**		µg/l		20.0		90	70-130	17	25
1,2-Dibromo-3-chloropropane	**21.1**		µg/l		20.0		106	70-130	10	25
Dibromochloromethane	**20.8**		µg/l		20.0		104	70-130	13	50
1,2-Dibromoethane (EDB)	**21.5**		µg/l		20.0		108	70-130	13	25
Dibromomethane	**21.1**		µg/l		20.0		105	70-130	12	25
1,2-Dichlorobenzene	**20.9**		µg/l		20.0		105	70-130	16	25
1,3-Dichlorobenzene	**18.2**		µg/l		20.0		91	70-130	18	25
1,4-Dichlorobenzene	**19.7**		µg/l		20.0		99	70-130	17	25
Dichlorodifluoromethane (Freon12)	**21.4**		µg/l		20.0		107	70-130	28	50
1,1-Dichloroethane	**20.4**		µg/l		20.0		102	70-130	19	25
1,2-Dichloroethane	**19.9**		µg/l		20.0		100	70-130	14	25
1,1-Dichloroethene	**20.3**		µg/l		20.0		101	70-130	24	25
cis-1,2-Dichloroethene	**21.4**		µg/l		20.0		107	70-130	18	25
trans-1,2-Dichloroethene	**20.2**		µg/l		20.0		101	70-130	23	25
1,2-Dichloropropane	**20.2**		µg/l		20.0		101	70-130	16	25
1,3-Dichloropropane	**20.1**		µg/l		20.0		100	70-130	11	25
2,2-Dichloropropane	**16.0**		µg/l		20.0		80	70-130	21	25
1,1-Dichloropropene	**20.6**		µg/l		20.0		103	70-130	25	25
cis-1,3-Dichloropropene	**19.1**		µg/l		20.0		96	70-130	16	25
trans-1,3-Dichloropropene	**18.5**		µg/l		20.0		92	70-130	14	25
Ethylbenzene	**20.2**		µg/l		20.0		101	70-130	19	25
Hexachlorobutadiene	**20.9**		µg/l		20.0		104	70-130	23	50
2-Hexanone (MBK)	**15.3**		µg/l		20.0		77	70-130	11	25
Isopropylbenzene	**18.1**		µg/l		20.0		91	70-130	20	25
4-Isopropyltoluene	**20.8**		µg/l		20.0		104	70-130	21	25
Methyl tert-butyl ether	**17.8**		µg/l		20.0		89	70-130	14	25
4-Methyl-2-pentanone (MIBK)	**15.3**		µg/l		20.0		77	70-130	9	50
Methylene chloride	**19.4**		µg/l		20.0		97	70-130	16	25
Naphthalene	**24.7**		µg/l		20.0		123	70-130	16	25
n-Propylbenzene	**18.1**		µg/l		20.0		91	70-130	21	25
Styrene	**19.2**		µg/l		20.0		96	70-130	16	25
1,1,1,2-Tetrachloroethane	**23.1**		µg/l		20.0		115	70-130	18	25
1,1,2,2-Tetrachloroethane	**16.6**		µg/l		20.0		83	70-130	12	25
Tetrachloroethene	**21.6**		µg/l		20.0		108	70-130	22	25
Toluene	**20.8**		µg/l		20.0		104	70-130	18	25
1,2,3-Trichlorobenzene	**23.7**		µg/l		20.0		119	70-130	17	25
1,2,4-Trichlorobenzene	**22.1**		µg/l		20.0		111	70-130	20	25
1,3,5-Trichlorobenzene	**21.3**		µg/l		20.0		106	70-130	20	25
1,1,1-Trichloroethane	**21.1**		µg/l		20.0		106	70-130	24	25
1,1,2-Trichloroethane	**20.4**		µg/l		20.0		102	70-130	12	25
Trichloroethene	**21.5**		µg/l		20.0		108	70-130	21	25
Trichlorofluoromethane (Freon 11)	**21.0**		µg/l		20.0		105	70-130	27	50
1,2,3-Trichloropropane	**17.3**		µg/l		20.0		87	70-130	12	25
1,2,4-Trimethylbenzene	**18.9**		µg/l		20.0		94	70-130	20	25
1,3,5-Trimethylbenzene	**18.2**		µg/l		20.0		91	70-130	20	25
Vinyl chloride	**20.6**		µg/l		20.0		103	70-130	25	25
m,p-Xylene	**40.6**		µg/l		40.0		102	70-130	18	25
o-Xylene	**20.0**		µg/l		20.0		100	70-130	16	25
Tetrahydrofuran	**18.0**		µg/l		20.0		90	70-130	11	25
Ethyl ether	**19.5**		µg/l		20.0		98	70-130	13	50

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124674 - SW846 5030 Water MS										
LCS Dup (1124674-BSD1)					Prepared & Analyzed: 28-Nov-11					
Tert-amyl methyl ether	**20.3**		µg/l		20.0		102	70-130	10	25
Ethyl tert-butyl ether	**17.1**		µg/l		20.0		86	70-130	13	25
Di-isopropyl ether	**19.3**		µg/l		20.0		96	70-130	15	25
Tert-Butanol / butyl alcohol	**153**		µg/l		200		77	70-130	6	25
1,4-Dioxane	**207**		µg/l		200		104	70-130	7	25
trans-1,4-Dichloro-2-butene	**15.7**		µg/l		20.0		79	70-130	17	25
Ethanol	**463**		µg/l		400		116	70-130	0.6	30
Surrogate: 4-Bromofluorobenzene	*44.8*		µg/l		*50.0*		*90*	*70-130*		
Surrogate: Toluene-d8	*50.2*		µg/l		*50.0*		*100*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*48.5*		µg/l		*50.0*		*97*	*70-130*		
Surrogate: Dibromofluoromethane	*50.4*		µg/l		*50.0*		*101*	*70-130*		
Batch 1124786 - SW846 5030 Water MS										
Blank (1124786-BLK1)					Prepared & Analyzed: 29-Nov-11					
Tentatively Identified Compounds	**None found**		µg/l							
1,1,2-Trichlorotrifluoroethane (Freon 113)	< 1.0		µg/l	1.0						
Acetone	< 10.0		µg/l	10.0						
Acrylonitrile	< 0.5		µg/l	0.5						
Benzene	< 1.0		µg/l	1.0						
Bromobenzene	< 1.0		µg/l	1.0						
Bromochloromethane	< 1.0		µg/l	1.0						
Bromodichloromethane	< 0.5		µg/l	0.5						
Bromoform	< 1.0		µg/l	1.0						
Bromomethane	< 2.0		µg/l	2.0						
2-Butanone (MEK)	< 10.0		µg/l	10.0						
n-Butylbenzene	< 1.0		µg/l	1.0						
sec-Butylbenzene	< 1.0		µg/l	1.0						
tert-Butylbenzene	< 1.0		µg/l	1.0						
Carbon disulfide	< 2.0		µg/l	2.0						
Carbon tetrachloride	< 1.0		µg/l	1.0						
Chlorobenzene	< 1.0		µg/l	1.0						
Chloroethane	< 2.0		µg/l	2.0						
Chloroform	< 1.0		µg/l	1.0						
Chloromethane	< 2.0		µg/l	2.0						
2-Chlorotoluene	< 1.0		µg/l	1.0						
4-Chlorotoluene	< 1.0		µg/l	1.0						
1,2-Dibromo-3-chloropropane	< 2.0		µg/l	2.0						
Dibromochloromethane	< 0.5		µg/l	0.5						
1,2-Dibromoethane (EDB)	< 0.5		µg/l	0.5						
Dibromomethane	< 1.0		µg/l	1.0						
1,2-Dichlorobenzene	< 1.0		µg/l	1.0						
1,3-Dichlorobenzene	< 1.0		µg/l	1.0						
1,4-Dichlorobenzene	< 1.0		µg/l	1.0						
Dichlorodifluoromethane (Freon12)	< 2.0		µg/l	2.0						
1,1-Dichloroethane	< 1.0		µg/l	1.0						
1,2-Dichloroethane	< 1.0		µg/l	1.0						
1,1-Dichloroethene	< 1.0		µg/l	1.0						
cis-1,2-Dichloroethene	< 1.0		µg/l	1.0						
trans-1,2-Dichloroethene	< 1.0		µg/l	1.0						
1,2-Dichloropropane	< 1.0		µg/l	1.0						
1,3-Dichloropropane	< 1.0		µg/l	1.0						
2,2-Dichloropropane	< 1.0		µg/l	1.0						

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124786 - SW846 5030 Water MS										
Blank (1124786-BLK1)						Prepared & Analyzed: 29-Nov-11				
1,1-Dichloropropene	< 1.0		µg/l	1.0						
cis-1,3-Dichloropropene	< 0.5		µg/l	0.5						
trans-1,3-Dichloropropene	< 0.5		µg/l	0.5						
Ethylbenzene	< 1.0		µg/l	1.0						
Hexachlorobutadiene	< 0.5		µg/l	0.5						
2-Hexanone (MBK)	< 10.0		µg/l	10.0						
Isopropylbenzene	< 1.0		µg/l	1.0						
4-Isopropyltoluene	< 1.0		µg/l	1.0						
Methyl tert-butyl ether	< 1.0		µg/l	1.0						
4-Methyl-2-pentanone (MIBK)	< 10.0		µg/l	10.0						
Methylene chloride	< 2.0		µg/l	2.0						
Naphthalene	< 1.0		µg/l	1.0						
n-Propylbenzene	< 1.0		µg/l	1.0						
Styrene	< 1.0		µg/l	1.0						
1,1,1,2-Tetrachloroethane	< 1.0		µg/l	1.0						
1,1,2,2-Tetrachloroethane	< 0.5		µg/l	0.5						
Tetrachloroethene	< 1.0		µg/l	1.0						
Toluene	< 1.0		µg/l	1.0						
1,2,3-Trichlorobenzene	< 1.0		µg/l	1.0						
1,2,4-Trichlorobenzene	< 1.0		µg/l	1.0						
1,3,5-Trichlorobenzene	< 1.0		µg/l	1.0						
1,1,1-Trichloroethane	< 1.0		µg/l	1.0						
1,1,2-Trichloroethane	< 1.0		µg/l	1.0						
Trichloroethene	< 1.0		µg/l	1.0						
Trichlorofluoromethane (Freon 11)	< 1.0		µg/l	1.0						
1,2,3-Trichloropropane	< 1.0		µg/l	1.0						
1,2,4-Trimethylbenzene	< 1.0		µg/l	1.0						
1,3,5-Trimethylbenzene	< 1.0		µg/l	1.0						
Vinyl chloride	< 1.0		µg/l	1.0						
m,p-Xylene	< 2.0		µg/l	2.0						
o-Xylene	< 1.0		µg/l	1.0						
Tetrahydrofuran	< 2.0		µg/l	2.0						
Ethyl ether	< 1.0		µg/l	1.0						
Tert-amyl methyl ether	< 1.0		µg/l	1.0						
Ethyl tert-butyl ether	< 1.0		µg/l	1.0						
Di-isopropyl ether	< 1.0		µg/l	1.0						
Tert-Butanol / butyl alcohol	< 10.0		µg/l	10.0						
1,4-Dioxane	< 20.0		µg/l	20.0						
trans-1,4-Dichloro-2-butene	< 5.0		µg/l	5.0						
Ethanol	< 400		µg/l	400						
Surrogate: 4-Bromofluorobenzene	*49.6*		µg/l		*50.0*		*99*	*70-130*		
Surrogate: Toluene-d8	*47.0*		µg/l		*50.0*		*94*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*45.3*		µg/l		*50.0*		*91*	*70-130*		
Surrogate: Dibromofluoromethane	*45.3*		µg/l		*50.0*		*91*	*70-130*		
Blank (1124786-BLK2)						Prepared & Analyzed: 29-Nov-11				
Tentatively Identified Compounds	**0.0**		µg/l							
LCS (1124786-BS1)						Prepared & Analyzed: 29-Nov-11				
1,1,2-Trichlorotrifluoroethane (Freon 113)	**17.9**		µg/l		20.0		89	70-130		
Acetone	**15.2**		µg/l		20.0		76	70-130		
Acrylonitrile	**16.2**		µg/l		20.0		81	70-130		
Benzene	**17.3**		µg/l		20.0		87	70-130		

Volatile Organic Compounds - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124786 - SW846 5030 Water MS										
LCS (1124786-BS1)					Prepared & Analyzed: 29-Nov-11					
Bromobenzene	**18.7**		µg/l		20.0		93	70-130		
Bromochloromethane	**18.3**		µg/l		20.0		92	70-130		
Bromodichloromethane	**17.1**		µg/l		20.0		86	70-130		
Bromoform	**17.6**		µg/l		20.0		88	70-130		
Bromomethane	**17.5**		µg/l		20.0		87	70-130		
2-Butanone (MEK)	**15.4**		µg/l		20.0		77	70-130		
n-Butylbenzene	**18.6**		µg/l		20.0		93	70-130		
sec-Butylbenzene	**18.7**		µg/l		20.0		93	70-130		
tert-Butylbenzene	**18.9**		µg/l		20.0		95	70-130		
Carbon disulfide	**16.8**		µg/l		20.0		84	70-130		
Carbon tetrachloride	**18.3**		µg/l		20.0		92	70-130		
Chlorobenzene	**18.9**		µg/l		20.0		94	70-130		
Chloroethane	**16.7**		µg/l		20.0		84	70-130		
Chloroform	**17.6**		µg/l		20.0		88	70-130		
Chloromethane	**15.1**		µg/l		20.0		75	70-130		
2-Chlorotoluene	**17.9**		µg/l		20.0		90	70-130		
4-Chlorotoluene	**17.7**		µg/l		20.0		89	70-130		
1,2-Dibromo-3-chloropropane	**19.9**		µg/l		20.0		100	70-130		
Dibromochloromethane	**16.2**		µg/l		20.0		81	70-130		
1,2-Dibromoethane (EDB)	**16.7**		µg/l		20.0		84	70-130		
Dibromomethane	**17.8**		µg/l		20.0		89	70-130		
1,2-Dichlorobenzene	**18.9**		µg/l		20.0		94	70-130		
1,3-Dichlorobenzene	**18.3**		µg/l		20.0		92	70-130		
1,4-Dichlorobenzene	**17.8**		µg/l		20.0		89	70-130		
Dichlorodifluoromethane (Freon12)	**17.5**		µg/l		20.0		88	70-130		
1,1-Dichloroethane	**17.1**		µg/l		20.0		86	70-130		
1,2-Dichloroethane	**16.7**		µg/l		20.0		83	70-130		
1,1-Dichloroethene	**17.7**		µg/l		20.0		88	70-130		
cis-1,2-Dichloroethene	**17.9**		µg/l		20.0		90	70-130		
trans-1,2-Dichloroethene	**18.0**		µg/l		20.0		90	70-130		
1,2-Dichloropropane	**16.1**		µg/l		20.0		80	70-130		
1,3-Dichloropropane	**15.7**		µg/l		20.0		79	70-130		
2,2-Dichloropropane	**14.5**		µg/l		20.0		73	70-130		
1,1-Dichloropropene	**17.0**		µg/l		20.0		85	70-130		
cis-1,3-Dichloropropene	**15.1**		µg/l		20.0		75	70-130		
trans-1,3-Dichloropropene	**14.1**		µg/l		20.0		70	70-130		
Ethylbenzene	**18.4**		µg/l		20.0		92	70-130		
Hexachlorobutadiene	**19.0**		µg/l		20.0		95	70-130		
2-Hexanone (MBK)	**14.1**		µg/l		20.0		70	70-130		
Isopropylbenzene	**17.6**		µg/l		20.0		88	70-130		
4-Isopropyltoluene	**18.6**		µg/l		20.0		93	70-130		
Methyl tert-butyl ether	**13.5**	QC2	µg/l		20.0		67	70-130		
4-Methyl-2-pentanone (MIBK)	**14.4**		µg/l		20.0		72	70-130		
Methylene chloride	**16.6**		µg/l		20.0		83	70-130		
Naphthalene	**23.3**		µg/l		20.0		116	70-130		
n-Propylbenzene	**17.8**		µg/l		20.0		89	70-130		
Styrene	**18.2**		µg/l		20.0		91	70-130		
1,1,1,2-Tetrachloroethane	**19.7**		µg/l		20.0		98	70-130		
1,1,2,2-Tetrachloroethane	**18.6**		µg/l		20.0		93	70-130		
Tetrachloroethene	**17.0**		µg/l		20.0		85	70-130		
Toluene	**16.1**		µg/l		20.0		81	70-130		
1,2,3-Trichlorobenzene	**21.7**		µg/l		20.0		109	70-130		

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124786 - SW846 5030 Water MS										
LCS (1124786-BS1)					Prepared & Analyzed: 29-Nov-11					
1,2,4-Trichlorobenzene	**20.1**		µg/l		20.0		101	70-130		
1,3,5-Trichlorobenzene	**19.5**		µg/l		20.0		98	70-130		
1,1,1-Trichloroethane	**17.1**		µg/l		20.0		85	70-130		
1,1,2-Trichloroethane	**15.9**		µg/l		20.0		80	70-130		
Trichloroethene	**16.9**		µg/l		20.0		85	70-130		
Trichlorofluoromethane (Freon 11)	**18.0**		µg/l		20.0		90	70-130		
1,2,3-Trichloropropane	**18.0**		µg/l		20.0		90	70-130		
1,2,4-Trimethylbenzene	**18.7**		µg/l		20.0		94	70-130		
1,3,5-Trimethylbenzene	**18.0**		µg/l		20.0		90	70-130		
Vinyl chloride	**17.2**		µg/l		20.0		86	70-130		
m,p-Xylene	**37.5**		µg/l		40.0		94	70-130		
o-Xylene	**18.9**		µg/l		20.0		94	70-130		
Tetrahydrofuran	**14.5**		µg/l		20.0		72	70-130		
Ethyl ether	**16.1**		µg/l		20.0		81	70-130		
Tert-amyl methyl ether	**15.8**		µg/l		20.0		79	70-130		
Ethyl tert-butyl ether	**12.2**	QC2	µg/l		20.0		61	70-130		
Di-isopropyl ether	**14.4**		µg/l		20.0		72	70-130		
Tert-Butanol / butyl alcohol	**122**	QC2	µg/l		200		61	70-130		
1,4-Dioxane	**174**		µg/l		200		87	70-130		
trans-1,4-Dichloro-2-butene	**15.1**		µg/l		20.0		76	70-130		
Ethanol	**338**		µg/l		400		84	70-130		
Surrogate: 4-Bromofluorobenzene	*47.1*		µg/l		*50.0*		*94*	*70-130*		
Surrogate: Toluene-d8	*46.0*		µg/l		*50.0*		*92*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*46.4*		µg/l		*50.0*		*93*	*70-130*		
Surrogate: Dibromofluoromethane	*48.2*		µg/l		*50.0*		*96*	*70-130*		
LCS Dup (1124786-BSD1)					Prepared & Analyzed: 29-Nov-11					
1,1,2-Trichlorotrifluoroethane (Freon 113)	**16.6**		µg/l		20.0		83	70-130	7	25
Acetone	**14.0**		µg/l		20.0		70	70-130	8	50
Acrylonitrile	**15.8**		µg/l		20.0		79	70-130	3	25
Benzene	**16.4**		µg/l		20.0		82	70-130	6	25
Bromobenzene	**17.5**		µg/l		20.0		88	70-130	6	25
Bromochloromethane	**17.5**		µg/l		20.0		88	70-130	4	25
Bromodichloromethane	**16.6**		µg/l		20.0		83	70-130	3	25
Bromoform	**16.8**		µg/l		20.0		84	70-130	5	25
Bromomethane	**16.3**		µg/l		20.0		81	70-130	7	50
2-Butanone (MEK)	**14.9**		µg/l		20.0		75	70-130	3	50
n-Butylbenzene	**17.7**		µg/l		20.0		88	70-130	5	25
sec-Butylbenzene	**17.3**		µg/l		20.0		87	70-130	8	25
tert-Butylbenzene	**17.5**		µg/l		20.0		87	70-130	8	25
Carbon disulfide	**15.6**		µg/l		20.0		78	70-130	7	25
Carbon tetrachloride	**17.1**		µg/l		20.0		85	70-130	7	25
Chlorobenzene	**17.8**		µg/l		20.0		89	70-130	6	25
Chloroethane	**15.5**		µg/l		20.0		78	70-130	7	50
Chloroform	**16.6**		µg/l		20.0		83	70-130	5	25
Chloromethane	**13.9**		µg/l		20.0		70	70-130	8	25
2-Chlorotoluene	**16.8**		µg/l		20.0		84	70-130	7	25
4-Chlorotoluene	**16.6**		µg/l		20.0		83	70-130	6	25
1,2-Dibromo-3-chloropropane	**20.2**		µg/l		20.0		101	70-130	1	25
Dibromochloromethane	**15.5**		µg/l		20.0		78	70-130	5	50
1,2-Dibromoethane (EDB)	**16.0**		µg/l		20.0		80	70-130	4	25
Dibromomethane	**17.2**		µg/l		20.0		86	70-130	3	25

Volatile Organic Compounds - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124786 - SW846 5030 Water MS										
LCS Dup (1124786-BSD1)					Prepared & Analyzed: 29-Nov-11					
1,2-Dichlorobenzene	**18.2**		µg/l		20.0		91	70-130	4	25
1,3-Dichlorobenzene	**17.1**		µg/l		20.0		86	70-130	7	25
1,4-Dichlorobenzene	**17.2**		µg/l		20.0		86	70-130	3	25
Dichlorodifluoromethane (Freon12)	**16.0**		µg/l		20.0		80	70-130	9	50
1,1-Dichloroethane	**16.2**		µg/l		20.0		81	70-130	5	25
1,2-Dichloroethane	**16.1**		µg/l		20.0		80	70-130	4	25
1,1-Dichloroethene	**16.3**		µg/l		20.0		81	70-130	6	25
cis-1,2-Dichloroethene	**17.0**		µg/l		20.0		85	70-130	5	25
trans-1,2-Dichloroethene	**16.9**		µg/l		20.0		84	70-130	6	25
1,2-Dichloropropane	**15.4**		µg/l		20.0		77	70-130	5	25
1,3-Dichloropropane	**15.0**		µg/l		20.0		75	70-130	5	25
2,2-Dichloropropane	**13.4**	QM9	µg/l		20.0		67	70-130	8	25
1,1-Dichloropropene	**15.9**		µg/l		20.0		79	70-130	7	25
cis-1,3-Dichloropropene	**14.4**		µg/l		20.0		72	70-130	4	25
trans-1,3-Dichloropropene	**13.5**	QM9	µg/l		20.0		67	70-130	5	25
Ethylbenzene	**17.0**		µg/l		20.0		85	70-130	7	25
Hexachlorobutadiene	**18.2**		µg/l		20.0		91	70-130	4	50
2-Hexanone (MBK)	**13.8**		µg/l		20.0		69	70-130	2	25
Isopropylbenzene	**16.3**		µg/l		20.0		82	70-130	7	25
4-Isopropyltoluene	**17.7**		µg/l		20.0		88	70-130	5	25
Methyl tert-butyl ether	**13.1**	QC2	µg/l		20.0		66	70-130	3	25
4-Methyl-2-pentanone (MIBK)	**13.6**		µg/l		20.0		68	70-130	5	50
Methylene chloride	**15.9**		µg/l		20.0		79	70-130	5	25
Naphthalene	**22.4**		µg/l		20.0		112	70-130	4	25
n-Propylbenzene	**16.4**		µg/l		20.0		82	70-130	8	25
Styrene	**16.9**		µg/l		20.0		84	70-130	7	25
1,1,1,2-Tetrachloroethane	**18.7**		µg/l		20.0		93	70-130	5	25
1,1,2,2-Tetrachloroethane	**17.7**		µg/l		20.0		88	70-130	5	25
Tetrachloroethene	**15.9**		µg/l		20.0		79	70-130	7	25
Toluene	**15.1**		µg/l		20.0		75	70-130	7	25
1,2,3-Trichlorobenzene	**20.8**		µg/l		20.0		104	70-130	4	25
1,2,4-Trichlorobenzene	**19.6**		µg/l		20.0		98	70-130	3	25
1,3,5-Trichlorobenzene	**18.6**		µg/l		20.0		93	70-130	4	25
1,1,1-Trichloroethane	**15.9**		µg/l		20.0		80	70-130	7	25
1,1,2-Trichloroethane	**15.3**		µg/l		20.0		77	70-130	4	25
Trichloroethene	**16.0**		µg/l		20.0		80	70-130	6	25
Trichlorofluoromethane (Freon 11)	**16.6**		µg/l		20.0		83	70-130	8	50
1,2,3-Trichloropropane	**17.3**		µg/l		20.0		86	70-130	4	25
1,2,4-Trimethylbenzene	**17.4**		µg/l		20.0		87	70-130	8	25
1,3,5-Trimethylbenzene	**16.5**		µg/l		20.0		83	70-130	8	25
Vinyl chloride	**15.8**		µg/l		20.0		79	70-130	9	25
m,p-Xylene	**35.0**		µg/l		40.0		88	70-130	7	25
o-Xylene	**17.5**		µg/l		20.0		87	70-130	8	25
Tetrahydrofuran	**14.4**		µg/l		20.0		72	70-130	1	25
Ethyl ether	**15.5**		µg/l		20.0		77	70-130	4	50
Tert-amyl methyl ether	**15.0**		µg/l		20.0		75	70-130	5	25
Ethyl tert-butyl ether	**11.7**	QC2	µg/l		20.0		59	70-130	4	25
Di-isopropyl ether	**13.8**	QM9	µg/l		20.0		69	70-130	5	25
Tert-Butanol / butyl alcohol	**120**	QC2	µg/l		200		60	70-130	2	25
1,4-Dioxane	**162**		µg/l		200		81	70-130	7	25
trans-1,4-Dichloro-2-butene	**14.6**		µg/l		20.0		73	70-130	3	25
Ethanol	**327**		µg/l		400		82	70-130	3	30

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124786 - SW846 5030 Water MS										
LCS Dup (1124786-BSD1)					Prepared & Analyzed: 29-Nov-11					
Surrogate: 4-Bromofluorobenzene	*47.0*		µg/l		*50.0*		*94*	*70-130*		
Surrogate: Toluene-d8	*46.0*		µg/l		*50.0*		*92*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*46.9*		µg/l		*50.0*		*94*	*70-130*		
Surrogate: Dibromofluoromethane	*48.6*		µg/l		*50.0*		*97*	*70-130*		

Organic Compounds by Modified SW846 8015 - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124624 - SW846 8015 Mod.										
Blank (1124624-BLK1)						Prepared & Analyzed: 28-Nov-11				
Diethylene glycol	< 20.0		mg/l	20.0						
Ethylene glycol	< 10.0		mg/l	10.0						
Ethylene glycol monobutyl ether	< 10.0		mg/l	10.0						
Propylene glycol	< 10.0		mg/l	10.0						
Surrogate: 1-Pentanol	*43.2*		mg/l		*50.0*		*86*	*40-140*		
LCS (1124624-BS1)						Prepared & Analyzed: 28-Nov-11				
Diethylene glycol	**95.3**		mg/l	20.0	100		95	40-140		
Ethylene glycol	**89.2**		mg/l	10.0	100		89	40-140		
Ethylene glycol monobutyl ether	**88.0**		mg/l	10.0	100		88	40-140		
Propylene glycol	**84.0**		mg/l	10.0	100		84	40-140		

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124434 - SW846 3510C										
Blank (1124434-BLK1)					Prepared: 22-Nov-11 Analyzed: 25-Nov-11					
Tentatively Identified Compounds	**None found**		µg/l							
Acenaphthene	< 5.00		µg/l	5.00						
Acenaphthylene	< 5.00		µg/l	5.00						
Aniline	< 5.00		µg/l	5.00						
Anthracene	< 5.00		µg/l	5.00						
Azobenzene/Diphenyldiazine	< 5.00		µg/l	5.00						
Benzidine	< 5.00		µg/l	5.00						
Benzo (a) anthracene	< 5.00		µg/l	5.00						
Benzo (a) pyrene	< 5.00		µg/l	5.00						
Benzo (b) fluoranthene	< 5.00		µg/l	5.00						
Benzo (g,h,i) perylene	< 5.00		µg/l	5.00						
Benzo (k) fluoranthene	< 5.00		µg/l	5.00						
Benzoic acid	< 5.00		µg/l	5.00						
Benzyl alcohol	< 5.00		µg/l	5.00						
Bis(2-chloroethoxy)methane	< 5.00		µg/l	5.00						
Bis(2-chloroethyl)ether	< 5.00		µg/l	5.00						
Bis(2-chloroisopropyl)ether	< 5.00		µg/l	5.00						
Bis(2-ethylhexyl)phthalate	< 5.00		µg/l	5.00						
4-Bromophenyl phenyl ether	< 5.00		µg/l	5.00						
Butyl benzyl phthalate	< 5.00		µg/l	5.00						
Carbazole	< 5.00		µg/l	5.00						
4-Chloro-3-methylphenol	< 5.00		µg/l	5.00						
4-Chloroaniline	< 5.00		µg/l	5.00						
2-Chloronaphthalene	< 5.00		µg/l	5.00						
2-Chlorophenol	< 5.00		µg/l	5.00						
4-Chlorophenyl phenyl ether	< 5.00		µg/l	5.00						
Chrysene	< 5.00		µg/l	5.00						
Dibenzo (a,h) anthracene	< 5.00		µg/l	5.00						
Dibenzofuran	< 5.00		µg/l	5.00						
1,2-Dichlorobenzene	< 5.00		µg/l	5.00						
1,3-Dichlorobenzene	< 5.00		µg/l	5.00						
1,4-Dichlorobenzene	< 5.00		µg/l	5.00						
3,3'-Dichlorobenzidine	< 5.00		µg/l	5.00						
2,4-Dichlorophenol	< 5.00		µg/l	5.00						
Diethyl phthalate	< 5.00		µg/l	5.00						
Dimethyl phthalate	< 5.00		µg/l	5.00						
2,4-Dimethylphenol	< 5.00		µg/l	5.00						
Di-n-butyl phthalate	< 5.00		µg/l	5.00						
4,6-Dinitro-2-methylphenol	< 5.00		µg/l	5.00						
2,4-Dinitrophenol	< 5.00		µg/l	5.00						
2,4-Dinitrotoluene	< 5.00		µg/l	5.00						
2,6-Dinitrotoluene	< 5.00		µg/l	5.00						
Di-n-octyl phthalate	< 5.00		µg/l	5.00						
Fluoranthene	< 5.00		µg/l	5.00						
Fluorene	< 5.00		µg/l	5.00						
Hexachlorobenzene	< 5.00		µg/l	5.00						
Hexachlorobutadiene	< 5.00		µg/l	5.00						
Hexachlorocyclopentadiene	< 5.00		µg/l	5.00						
Hexachloroethane	< 5.00		µg/l	5.00						
Indeno (1,2,3-cd) pyrene	< 5.00		µg/l	5.00						
Isophorone	< 5.00		µg/l	5.00						
2-Methylnaphthalene	< 5.00		µg/l	5.00						

Semivolatile Organic Compounds by GCMS - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124434 - SW846 3510C										
Blank (1124434-BLK1)					Prepared: 22-Nov-11 Analyzed: 25-Nov-11					
2-Methylphenol	< 5.00		µg/l	5.00						
3 & 4-Methylphenol	< 10.0		µg/l	10.0						
Naphthalene	< 5.00		µg/l	5.00						
2-Nitroaniline	< 5.00		µg/l	5.00						
3-Nitroaniline	< 5.00		µg/l	5.00						
4-Nitroaniline	< 20.0		µg/l	20.0						
Nitrobenzene	< 5.00		µg/l	5.00						
2-Nitrophenol	< 5.00		µg/l	5.00						
4-Nitrophenol	< 20.0		µg/l	20.0						
N-Nitrosodimethylamine	< 5.00		µg/l	5.00						
N-Nitrosodi-n-propylamine	< 5.00		µg/l	5.00						
N-Nitrosodiphenylamine	< 5.00		µg/l	5.00						
Pentachlorophenol	< 20.0		µg/l	20.0						
Phenanthrene	< 5.00		µg/l	5.00						
Phenol	< 5.00		µg/l	5.00						
Pyrene	< 5.00		µg/l	5.00						
Pyridine	< 5.00		µg/l	5.00						
1,2,4-Trichlorobenzene	< 5.00		µg/l	5.00						
1-Methylnaphthalene	< 5.00		µg/l	5.00						
2,4,5-Trichlorophenol	< 5.00		µg/l	5.00						
2,4,6-Trichlorophenol	< 5.00		µg/l	5.00						
Pentachloronitrobenzene	< 5.00		µg/l	5.00						
1,2,4,5-Tetrachlorobenzene	< 5.00		µg/l	5.00						
Surrogate: 2-Fluorobiphenyl	*30.9*		µg/l		*50.0*		*62*	*30-130*		
Surrogate: 2-Fluorophenol	*19.4*		µg/l		*50.0*		*39*	*15-110*		
Surrogate: Nitrobenzene-d5	*25.4*		µg/l		*50.0*		*51*	*30-130*		
Surrogate: Phenol-d5	*14.8*		µg/l		*50.0*		*30*	*15-110*		
Surrogate: Terphenyl-d14	*44.7*		µg/l		*50.0*		*89*	*30-130*		
Surrogate: 2,4,6-Tribromophenol	*41.7*		µg/l		*50.0*		*83*	*15-110*		
LCS (1124434-BS1)					Prepared: 22-Nov-11 Analyzed: 25-Nov-11					
Acenaphthene	**36.3**		µg/l	5.00	50.0		73	40-130		
Acenaphthylene	**35.6**		µg/l	5.00	50.0		71	40-130		
Aniline	**26.6**		µg/l	5.00	50.0		53	40-130		
Anthracene	**39.6**		µg/l	5.00	50.0		79	40-130		
Azobenzene/Diphenyldiazine	**37.1**		µg/l	5.00	50.0		74	40-130		
Benzidine	**14.8**	QC2	µg/l	5.00	50.0		30	40-140		
Benzo (a) anthracene	**36.7**		µg/l	5.00	50.0		73	40-130		
Benzo (a) pyrene	**34.7**		µg/l	5.00	50.0		69	40-130		
Benzo (b) fluoranthene	**32.8**		µg/l	5.00	50.0		66	40-130		
Benzo (g,h,i) perylene	**30.8**		µg/l	5.00	50.0		62	40-130		
Benzo (k) fluoranthene	**37.2**		µg/l	5.00	50.0		74	40-130		
Benzoic acid	**16.3**	QC2	µg/l	5.00	50.0		33	40-130		
Benzyl alcohol	**37.8**		µg/l	5.00	50.0		76	40-130		
Bis(2-chloroethoxy)methane	**25.8**		µg/l	5.00	50.0		52	40-130		
Bis(2-chloroethyl)ether	**25.5**		µg/l	5.00	50.0		51	40-130		
Bis(2-chloroisopropyl)ether	**14.2**	QC2	µg/l	5.00	50.0		28	40-130		
Bis(2-ethylhexyl)phthalate	**36.9**		µg/l	5.00	50.0		74	40-130		
4-Bromophenyl phenyl ether	**33.2**		µg/l	5.00	50.0		66	40-130		
Butyl benzyl phthalate	**37.0**		µg/l	5.00	50.0		74	40-130		
Carbazole	**36.4**		µg/l	5.00	50.0		73	40-130		
4-Chloro-3-methylphenol	**34.6**		µg/l	5.00	50.0		69	40-130		

Semivolatile Organic Compounds by GCMS - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124434 - SW846 3510C										
LCS (1124434-BS1)						Prepared: 22-Nov-11 Analyzed: 25-Nov-11				
4-Chloroaniline	**34.5**		µg/l	5.00	50.0		69	40-130		
2-Chloronaphthalene	**36.6**		µg/l	5.00	50.0		73	40-130		
2-Chlorophenol	**30.3**		µg/l	5.00	50.0		61	40-130		
4-Chlorophenyl phenyl ether	**33.6**		µg/l	5.00	50.0		67	40-130		
Chrysene	**36.0**		µg/l	5.00	50.0		72	40-130		
Dibenzo (a,h) anthracene	**34.8**		µg/l	5.00	50.0		70	40-130		
Dibenzofuran	**35.2**		µg/l	5.00	50.0		70	40-130		
1,2-Dichlorobenzene	**28.3**		µg/l	5.00	50.0		57	40-130		
1,3-Dichlorobenzene	**25.9**		µg/l	5.00	50.0		52	40-130		
1,4-Dichlorobenzene	**27.8**		µg/l	5.00	50.0		56	40-130		
3,3'-Dichlorobenzidine	**34.3**		µg/l	5.00	50.0		69	40-130		
2,4-Dichlorophenol	**34.1**		µg/l	5.00	50.0		68	40-130		
Diethyl phthalate	**35.8**		µg/l	5.00	50.0		72	40-130		
Dimethyl phthalate	**35.2**		µg/l	5.00	50.0		70	40-130		
2,4-Dimethylphenol	**28.6**		µg/l	5.00	50.0		57	40-130		
Di-n-butyl phthalate	**35.6**		µg/l	5.00	50.0		71	40-130		
4,6-Dinitro-2-methylphenol	**40.6**		µg/l	5.00	50.0		81	40-130		
2,4-Dinitrophenol	**32.5**		µg/l	5.00	50.0		65	40-130		
2,4-Dinitrotoluene	**38.3**		µg/l	5.00	50.0		77	40-130		
2,6-Dinitrotoluene	**37.0**		µg/l	5.00	50.0		74	40-130		
Di-n-octyl phthalate	**34.3**		µg/l	5.00	50.0		69	40-130		
Fluoranthene	**33.0**		µg/l	5.00	50.0		66	40-130		
Fluorene	**34.7**		µg/l	5.00	50.0		69	40-130		
Hexachlorobenzene	**34.0**		µg/l	5.00	50.0		68	40-130		
Hexachlorobutadiene	**27.6**		µg/l	5.00	50.0		55	40-130		
Hexachlorocyclopentadiene	**24.8**		µg/l	5.00	50.0		50	40-130		
Hexachloroethane	**25.0**		µg/l	5.00	50.0		50	40-130		
Indeno (1,2,3-cd) pyrene	**31.9**		µg/l	5.00	50.0		64	40-130		
Isophorone	**23.5**		µg/l	5.00	50.0		47	40-130		
2-Methylnaphthalene	**33.8**		µg/l	5.00	50.0		68	40-130		
2-Methylphenol	**27.3**		µg/l	5.00	50.0		55	40-130		
3 & 4-Methylphenol	**28.4**		µg/l	10.0	50.0		57	40-130		
Naphthalene	**31.8**		µg/l	5.00	50.0		64	40-130		
2-Nitroaniline	**35.4**		µg/l	5.00	50.0		71	40-130		
3-Nitroaniline	**35.7**		µg/l	5.00	50.0		71	40-130		
4-Nitroaniline	**39.1**		µg/l	20.0	50.0		78	40-130		
Nitrobenzene	**24.6**		µg/l	5.00	50.0		49	40-130		
2-Nitrophenol	**35.1**		µg/l	5.00	50.0		70	40-130		
4-Nitrophenol	**26.2**		µg/l	20.0	50.0		52	40-130		
N-Nitrosodimethylamine	**17.9**	QC2	µg/l	5.00	50.0		36	40-130		
N-Nitrosodi-n-propylamine	**24.7**		µg/l	5.00	50.0		49	40-130		
N-Nitrosodiphenylamine	**37.7**		µg/l	5.00	50.0		75	40-130		
Pentachlorophenol	**39.1**		µg/l	20.0	50.0		78	40-130		
Phenanthrene	**33.8**		µg/l	5.00	50.0		68	40-130		
Phenol	**17.1**	QC2	µg/l	5.00	50.0		34	40-130		
Pyrene	**41.3**		µg/l	5.00	50.0		83	40-130		
Pyridine	**13.8**	QC2	µg/l	5.00	50.0		28	40-140		
1,2,4-Trichlorobenzene	**30.2**		µg/l	5.00	50.0		60	40-130		
1-Methylnaphthalene	**32.4**		µg/l	5.00	50.0		65	40-140		
2,4,5-Trichlorophenol	**35.8**		µg/l	5.00	50.0		72	40-130		
2,4,6-Trichlorophenol	**30.2**		µg/l	5.00	50.0		60	40-130		
Pentachloronitrobenzene	**38.7**		µg/l	5.00	50.0		77	40-140		

Semivolatile Organic Compounds by GCMS - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124434 - SW846 3510C										
LCS (1124434-BS1)						Prepared: 22-Nov-11 Analyzed: 25-Nov-11				
1,2,4,5-Tetrachlorobenzene	**37.8**		µg/l	5.00	50.0		76	40-140		
Surrogate: 2-Fluorobiphenyl	*35.6*		µg/l		*50.0*		*71*	*30-130*		
Surrogate: 2-Fluorophenol	*25.6*		µg/l		*50.0*		*51*	*15-110*		
Surrogate: Nitrobenzene-d5	*33.7*		µg/l		*50.0*		*67*	*30-130*		
Surrogate: Phenol-d5	*18.4*		µg/l		*50.0*		*37*	*15-110*		
Surrogate: Terphenyl-dl4	*55.9*		µg/l		*50.0*		*112*	*30-130*		
Surrogate: 2,4,6-Tribromophenol	*62.7*	SAC	µg/l		*50.0*		*125*	*15-110*		
LCS Dup (1124434-BSD1)						Prepared: 22-Nov-11 Analyzed: 25-Nov-11				
Acenaphthene	**31.9**		µg/l	5.00	50.0		64	40-130	13	20
Acenaphthylene	**31.1**		µg/l	5.00	50.0		62	40-130	13	20
Aniline	**26.0**		µg/l	5.00	50.0		52	40-130	2	20
Anthracene	**34.6**		µg/l	5.00	50.0		69	40-130	14	20
Azobenzene/Diphenyldiazine	**32.7**		µg/l	5.00	50.0		65	40-130	12	20
Benzidine	**9.68**	QC2	µg/l	5.00	50.0		19	40-140	42	20
Benzo (a) anthracene	**32.9**		µg/l	5.00	50.0		66	40-130	11	20
Benzo (a) pyrene	**31.5**		µg/l	5.00	50.0		63	40-130	10	20
Benzo (b) fluoranthene	**30.9**		µg/l	5.00	50.0		62	40-130	6	20
Benzo (g,h,i) perylene	**29.3**		µg/l	5.00	50.0		59	40-130	5	20
Benzo (k) fluoranthene	**34.6**		µg/l	5.00	50.0		69	40-130	7	20
Benzoic acid	**15.6**	QC2	µg/l	5.00	50.0		31	40-130	5	20
Benzyl alcohol	**34.3**		µg/l	5.00	50.0		69	40-130	10	20
Bis(2-chloroethoxy)methane	**22.8**		µg/l	5.00	50.0		46	40-130	12	20
Bis(2-chloroethyl)ether	**22.6**		µg/l	5.00	50.0		45	40-130	12	20
Bis(2-chloroisopropyl)ether	**13.3**	QC2	µg/l	5.00	50.0		27	40-130	6	20
Bis(2-ethylhexyl)phthalate	**33.2**		µg/l	5.00	50.0		66	40-130	11	20
4-Bromophenyl phenyl ether	**30.4**		µg/l	5.00	50.0		61	40-130	9	20
Butyl benzyl phthalate	**34.5**		µg/l	5.00	50.0		69	40-130	7	20
Carbazole	**34.1**		µg/l	5.00	50.0		68	40-130	6	20
4-Chloro-3-methylphenol	**30.5**		µg/l	5.00	50.0		61	40-130	13	20
4-Chloroaniline	**30.8**		µg/l	5.00	50.0		62	40-130	11	20
2-Chloronaphthalene	**30.8**		µg/l	5.00	50.0		62	40-130	17	20
2-Chlorophenol	**27.6**		µg/l	5.00	50.0		55	40-130	9	20
4-Chlorophenyl phenyl ether	**31.4**		µg/l	5.00	50.0		63	40-130	7	20
Chrysene	**30.5**		µg/l	5.00	50.0		61	40-130	17	20
Dibenzo (a,h) anthracene	**32.6**		µg/l	5.00	50.0		65	40-130	7	20
Dibenzofuran	**30.7**		µg/l	5.00	50.0		61	40-130	13	20
1,2-Dichlorobenzene	**25.0**		µg/l	5.00	50.0		50	40-130	12	20
1,3-Dichlorobenzene	**23.1**		µg/l	5.00	50.0		46	40-130	11	20
1,4-Dichlorobenzene	**24.6**		µg/l	5.00	50.0		49	40-130	13	20
3,3'-Dichlorobenzidine	**30.4**		µg/l	5.00	50.0		61	40-130	12	20
2,4-Dichlorophenol	**30.2**		µg/l	5.00	50.0		60	40-130	12	20
Diethyl phthalate	**34.0**		µg/l	5.00	50.0		68	40-130	5	20
Dimethyl phthalate	**30.2**		µg/l	5.00	50.0		60	40-130	15	20
2,4-Dimethylphenol	**25.0**		µg/l	5.00	50.0		50	40-130	13	20
Di-n-butyl phthalate	**31.7**		µg/l	5.00	50.0		63	40-130	12	20
4,6-Dinitro-2-methylphenol	**36.7**		µg/l	5.00	50.0		73	40-130	10	20
2,4-Dinitrophenol	**29.5**		µg/l	5.00	50.0		59	40-130	9	20
2,4-Dinitrotoluene	**32.1**		µg/l	5.00	50.0		64	40-130	18	20
2,6-Dinitrotoluene	**30.5**		µg/l	5.00	50.0		61	40-130	19	20
Di-n-octyl phthalate	**31.8**		µg/l	5.00	50.0		64	40-130	8	20
Fluoranthene	**31.8**		µg/l	5.00	50.0		64	40-130	4	20

Semivolatile Organic Compounds by GCMS - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124434 - SW846 3510C										
LCS Dup (1124434-BSD1)					Prepared: 22-Nov-11 Analyzed: 25-Nov-11					
Fluorene	**30.8**		µg/l	5.00	50.0		62	40-130	12	20
Hexachlorobenzene	**32.3**		µg/l	5.00	50.0		65	40-130	5	20
Hexachlorobutadiene	**23.9**		µg/l	5.00	50.0		48	40-130	14	20
Hexachlorocyclopentadiene	**21.3**		µg/l	5.00	50.0		43	40-130	15	20
Hexachloroethane	**23.1**		µg/l	5.00	50.0		46	40-130	8	20
Indeno (1,2,3-cd) pyrene	**29.3**		µg/l	5.00	50.0		59	40-130	9	20
Isophorone	**21.1**		µg/l	5.00	50.0		42	40-130	11	20
2-Methylnaphthalene	**29.6**		µg/l	5.00	50.0		59	40-130	13	20
2-Methylphenol	**25.5**		µg/l	5.00	50.0		51	40-130	7	20
3 & 4-Methylphenol	**27.1**		µg/l	10.0	50.0		54	40-130	5	20
Naphthalene	**27.8**		µg/l	5.00	50.0		56	40-130	14	20
2-Nitroaniline	**35.1**		µg/l	5.00	50.0		70	40-130	0.6	20
3-Nitroaniline	**29.5**		µg/l	5.00	50.0		59	40-130	19	20
4-Nitroaniline	**34.0**		µg/l	20.0	50.0		68	40-130	14	20
Nitrobenzene	**21.4**		µg/l	5.00	50.0		43	40-130	14	20
2-Nitrophenol	**30.5**		µg/l	5.00	50.0		61	40-130	14	20
4-Nitrophenol	**21.9**		µg/l	20.0	50.0		44	40-130	18	20
N-Nitrosodimethylamine	**15.8**	QC2	µg/l	5.00	50.0		32	40-130	12	20
N-Nitrosodi-n-propylamine	**23.7**		µg/l	5.00	50.0		47	40-130	4	20
N-Nitrosodiphenylamine	**36.2**		µg/l	5.00	50.0		72	40-130	4	20
Pentachlorophenol	**34.6**		µg/l	20.0	50.0		69	40-130	12	20
Phenanthrene	**29.5**		µg/l	5.00	50.0		59	40-130	13	20
Phenol	**16.2**	QC2	µg/l	5.00	50.0		32	40-130	6	20
Pyrene	**35.2**		µg/l	5.00	50.0		70	40-130	16	20
Pyridine	**12.4**	QC2	µg/l	5.00	50.0		25	40-140	10	20
1,2,4-Trichlorobenzene	**25.6**		µg/l	5.00	50.0		52	40-130	16	20
1-Methylnaphthalene	**27.9**		µg/l	5.00	50.0		56	40-140	15	20
2,4,5-Trichlorophenol	**31.3**		µg/l	5.00	50.0		63	40-130	13	20
2,4,6-Trichlorophenol	**27.8**		µg/l	5.00	50.0		56	40-130	8	20
Pentachloronitrobenzene	**33.1**		µg/l	5.00	50.0		66	40-140	16	20
1,2,4,5-Tetrachlorobenzene	**32.3**		µg/l	5.00	50.0		65	40-140	16	20
Surrogate: 2-Fluorobiphenyl	*25.8*		µg/l		*50.0*		*52*	*30-130*		
Surrogate: 2-Fluorophenol	*18.3*		µg/l		*50.0*		*37*	*15-110*		
Surrogate: Nitrobenzene-d5	*23.6*		µg/l		*50.0*		*47*	*30-130*		
Surrogate: Phenol-d5	*13.6*		µg/l		*50.0*		*27*	*15-110*		
Surrogate: Terphenyl-d14	*40.5*		µg/l		*50.0*		*81*	*30-130*		
Surrogate: 2,4,6-Tribromophenol	*43.8*		µg/l		*50.0*		*88*	*15-110*		
Duplicate (1124434-DUP1)			Source: SB39556-09		Prepared: 22-Nov-11 Analyzed: 25-Nov-11					
Acenaphthene	**1.87**	J	µg/l	5.81		2.16			15	50
Acenaphthylene	< 5.81		µg/l	5.81		BRL				50
Aniline	< 5.81		µg/l	5.81		BRL				50
Anthracene	< 5.81		µg/l	5.81		BRL				50
Azobenzene/Diphenyldiazine	< 5.81		µg/l	5.81		BRL				50
Benzidine	< 5.81		µg/l	5.81		BRL				50
Benzo (a) anthracene	< 5.81		µg/l	5.81		BRL				50
Benzo (a) pyrene	< 5.81		µg/l	5.81		BRL				50
Benzo (b) fluoranthene	< 5.81		µg/l	5.81		BRL				50
Benzo (g,h,i) perylene	< 5.81		µg/l	5.81		BRL				50
Benzo (k) fluoranthene	< 5.81		µg/l	5.81		BRL				50
Benzoic acid	< 5.81		µg/l	5.81		BRL				50
Benzyl alcohol	< 5.81		µg/l	5.81		BRL				50

Semivolatile Organic Compounds by GCMS - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124434 - SW846 3510C										
Duplicate (1124434-DUP1)			Source: SB39556-09			Prepared: 22-Nov-11 Analyzed: 25-Nov-11				
Bis(2-chloroethoxy)methane	< 5.81		µg/l	5.81		BRL				50
Bis(2-chloroethyl)ether	< 5.81		µg/l	5.81		BRL				50
Bis(2-chloroisopropyl)ether	< 5.81		µg/l	5.81		BRL				50
Bis(2-ethylhexyl)phthalate	**3.72**	J	µg/l	5.81		BRL				50
4-Bromophenyl phenyl ether	< 5.81		µg/l	5.81		BRL				50
Butyl benzyl phthalate	< 5.81		µg/l	5.81		BRL				50
Carbazole	< 5.81		µg/l	5.81		BRL				50
4-Chloro-3-methylphenol	< 5.81		µg/l	5.81		BRL				50
4-Chloroaniline	< 5.81		µg/l	5.81		BRL				50
2-Chloronaphthalene	< 5.81		µg/l	5.81		BRL				50
2-Chlorophenol	< 5.81		µg/l	5.81		BRL				50
4-Chlorophenyl phenyl ether	< 5.81		µg/l	5.81		BRL				50
Chrysene	< 5.81		µg/l	5.81		BRL				50
Dibenzo (a,h) anthracene	< 5.81		µg/l	5.81		BRL				50
Dibenzofuran	**1.88**	J	µg/l	5.81		2.13			12	50
1,2-Dichlorobenzene	< 5.81		µg/l	5.81		BRL				50
1,3-Dichlorobenzene	< 5.81		µg/l	5.81		BRL				50
1,4-Dichlorobenzene	< 5.81		µg/l	5.81		BRL				50
3,3'-Dichlorobenzidine	< 5.81		µg/l	5.81		BRL				50
2,4-Dichlorophenol	< 5.81		µg/l	5.81		BRL				50
Diethyl phthalate	< 5.81		µg/l	5.81		BRL				50
Dimethyl phthalate	< 5.81		µg/l	5.81		BRL				50
2,4-Dimethylphenol	< 5.81		µg/l	5.81		BRL				50
Di-n-butyl phthalate	< 5.81		µg/l	5.81		BRL				50
4,6-Dinitro-2-methylphenol	< 5.81		µg/l	5.81		BRL				50
2,4-Dinitrophenol	< 5.81		µg/l	5.81		BRL				50
2,4-Dinitrotoluene	< 5.81		µg/l	5.81		BRL				50
2,6-Dinitrotoluene	< 5.81		µg/l	5.81		BRL				50
Di-n-octyl phthalate	< 5.81		µg/l	5.81		BRL				50
Fluoranthene	< 5.81		µg/l	5.81		BRL				50
Fluorene	**1.92**	J	µg/l	5.81		2.21			14	50
Hexachlorobenzene	< 5.81		µg/l	5.81		BRL				50
Hexachlorobutadiene	< 5.81		µg/l	5.81		BRL				50
Hexachlorocyclopentadiene	< 5.81		µg/l	5.81		BRL				50
Hexachloroethane	< 5.81		µg/l	5.81		BRL				50
Indeno (1,2,3-cd) pyrene	< 5.81		µg/l	5.81		BRL				50
Isophorone	< 5.81		µg/l	5.81		BRL				50
2-Methylnaphthalene	**36.9**		µg/l	5.81		37.8			5	50
2-Methylphenol	< 5.81		µg/l	5.81		BRL				50
3 & 4-Methylphenol	< 11.6		µg/l	11.6		BRL				50
Naphthalene	**15.7**		µg/l	5.81		16.8			7	50
2-Nitroaniline	< 5.81		µg/l	5.81		BRL				50
3-Nitroaniline	< 5.81		µg/l	5.81		BRL				50
4-Nitroaniline	< 23.3		µg/l	23.3		BRL				50
Nitrobenzene	< 5.81		µg/l	5.81		BRL				50
2-Nitrophenol	< 5.81		µg/l	5.81		BRL				50
4-Nitrophenol	< 23.3		µg/l	23.3		BRL				50
N-Nitrosodimethylamine	< 5.81		µg/l	5.81		BRL				50
N-Nitrosodi-n-propylamine	< 5.81		µg/l	5.81		BRL				50
N-Nitrosodiphenylamine	< 5.81		µg/l	5.81		BRL				50
Pentachlorophenol	< 23.3		µg/l	23.3		BRL				50
Phenanthrene	**1.62**	J	µg/l	5.81		1.93			17	50

Semivolatile Organic Compounds by GCMS - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124434 - SW846 3510C										
Duplicate (1124434-DUP1)			**Source: SB39556-09**			Prepared: 22-Nov-11 Analyzed: 25-Nov-11				
Phenol	< 5.81		µg/l	5.81		BRL				50
Pyrene	< 5.81		µg/l	5.81		BRL				50
Pyridine	< 5.81		µg/l	5.81		BRL				50
1,2,4-Trichlorobenzene	< 5.81		µg/l	5.81		BRL				50
1-Methylnaphthalene	**32.2**		µg/l	5.81		34.1			6	50
2,4,5-Trichlorophenol	< 5.81		µg/l	5.81		BRL				50
2,4,6-Trichlorophenol	< 5.81		µg/l	5.81		BRL				50
Pentachloronitrobenzene	< 5.81		µg/l	5.81		BRL				50
1,2,4,5-Tetrachlorobenzene	< 5.81		µg/l	5.81		BRL				50
Surrogate: 2-Fluorobiphenyl	*32.5*		µg/l		*58.1*		*56*	*30-130*		
Surrogate: 2-Fluorophenol	*20.0*		µg/l		*58.1*		*34*	*15-110*		
Surrogate: Nitrobenzene-d5	*27.6*		µg/l		*58.1*		*47*	*30-130*		
Surrogate: Phenol-d5	*15.0*		µg/l		*58.1*		*26*	*15-110*		
Surrogate: Terphenyl-d14	*45.8*		µg/l		*58.1*		*79*	*30-130*		
Surrogate: 2,4,6-Tribromophenol	*54.8*		µg/l		*58.1*		*94*	*15-110*		
Batch 1124627 - SW846 3545A										
Blank (1124627-BLK1)						Prepared & Analyzed: 28-Nov-11				
Acenaphthene	< 165		µg/kg wet	165						
Acenaphthylene	< 165		µg/kg wet	165						
Anthracene	< 165		µg/kg wet	165						
Benzo (a) anthracene	< 165		µg/kg wet	165						
Benzo (a) pyrene	< 165		µg/kg wet	165						
Benzo (b) fluoranthene	< 165		µg/kg wet	165						
Benzo (g,h,i) perylene	< 165		µg/kg wet	165						
Benzo (k) fluoranthene	< 165		µg/kg wet	165						
Chrysene	< 165		µg/kg wet	165						
Dibenzo (a,h) anthracene	< 165		µg/kg wet	165						
Fluoranthene	< 165		µg/kg wet	165						
Fluorene	< 165		µg/kg wet	165						
Indeno (1,2,3-cd) pyrene	< 165		µg/kg wet	165						
1-Methylnaphthalene	< 165		µg/kg wet	165						
2-Methylnaphthalene	< 165		µg/kg wet	165						
Naphthalene	< 185		µg/kg wet	165						
Phenanthrene	< 165		µg/kg wet	165						
Pyrene	< 165		µg/kg wet	165						
Surrogate: 2-Fluorobiphenyl	*1330*		µg/kg wet		*1670*		*80*	*30-130*		
Surrogate: Terphenyl-d14	*1420*		µg/kg wet		*1670*		*85*	*30-130*		
LCS (1124627-BS1)						Prepared & Analyzed: 28-Nov-11				
Acenaphthene	**1340**		µg/kg wet	165	1670		80	40-140		
Acenaphthylene	**1350**		µg/kg wet	165	1670		81	40-140		
Anthracene	**1360**		µg/kg wet	165	1670		82	40-140		
Benzo (a) anthracene	**1420**		µg/kg wet	165	1670		85	40-140		
Benzo (a) pyrene	**1450**		µg/kg wet	165	1670		87	40-140		
Benzo (b) fluoranthene	**1340**		µg/kg wet	165	1670		80	40-140		
Benzo (g,h,i) perylene	**1280**		µg/kg wet	165	1670		77	40-140		
Benzo (k) fluoranthene	**1450**		µg/kg wet	165	1670		87	40-140		
Chrysene	**1370**		µg/kg wet	165	1670		82	40-140		
Dibenzo (a,h) anthracene	**1310**		µg/kg wet	165	1670		79	40-140		
Fluoranthene	**1320**		µg/kg wet	165	1670		79	40-140		
Fluorene	**1300**		µg/kg wet	165	1670		78	40-140		
Indeno (1,2,3-cd) pyrene	**1300**		µg/kg wet	165	1670		78	40-140		

Semivolatile Organic Compounds by GCMS - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124627 - SW846 3545A										
LCS (1124627-BS1)					Prepared & Analyzed: 28-Nov-11					
1-Methylnaphthalene	**1360**		µg/kg wet	165	1670		82	40-140		
2-Methylnaphthalene	**1350**		µg/kg wet	165	1670		81	40-140		
Naphthalene	**1320**		µg/kg wet	165	1670		79	40-140		
Phenanthrene	**1270**		µg/kg wet	165	1670		76	40-140		
Pyrene	**1410**		µg/kg wet	165	1670		85	40-140		
Surrogate: 2-Fluorobiphenyl	*1390*		µg/kg wet		*1670*		*83*	*30-130*		
Surrogate: Terphenyl-d14	*1490*		µg/kg wet		*1670*		*90*	*30-130*		

Semivolatile Organic Compounds by GC - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124331 - SW846 3545A										
Blank (1124331-BLK1)						Prepared & Analyzed: 22-Nov-11				
Aroclor-1016	< 20.0		µg/kg wet	20.0						
Aroclor-1016 [2C]	< 20.0		µg/kg wet	20.0						
Aroclor-1221	< 20.0		µg/kg wet	20.0						
Aroclor-1221 [2C]	< 20.0		µg/kg wet	20.0						
Aroclor-1232	< 20.0		µg/kg wet	20.0						
Aroclor-1232 [2C]	< 20.0		µg/kg wet	20.0						
Aroclor-1242	< 20.0		µg/kg wet	20.0						
Aroclor-1242 [2C]	< 20.0		µg/kg wet	20.0						
Aroclor-1248	< 20.0		µg/kg wet	20.0						
Aroclor-1248 [2C]	< 20.0		µg/kg wet	20.0						
Aroclor-1254	< 20.0		µg/kg wet	20.0						
Aroclor-1254 [2C]	< 20.0		µg/kg wet	20.0						
Aroclor-1260	< 20.0		µg/kg wet	20.0						
Aroclor-1260 [2C]	< 20.0		µg/kg wet	20.0						
Aroclor-1262	< 20.0		µg/kg wet	20.0						
Aroclor-1262 [2C]	< 20.0		µg/kg wet	20.0						
Aroclor-1268	< 20.0		µg/kg wet	20.0						
Aroclor-1268 [2C]	< 20.0		µg/kg wet	20.0						
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr)	*23.0*		µg/kg wet		*20.0*		*115*	*30-150*		
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr) [2C]	*27.0*		µg/kg wet		*20.0*		*135*	*30-150*		
Surrogate: Decachlorobiphenyl (Sr)	*21.0*		µg/kg wet		*20.0*		*105*	*30-150*		
Surrogate: Decachlorobiphenyl (Sr) [2C]	*23.0*		µg/kg wet		*20.0*		*115*	*30-150*		
LCS (1124331-BS1)						Prepared & Analyzed: 22-Nov-11				
Aroclor-1016	**258**		µg/kg wet	20.0	250		103	50-140		
Aroclor-1016 [2C]	**291**		µg/kg wet	20.0	250		116	50-140		
Aroclor-1260	**249**		µg/kg wet	20.0	250		100	50-140		
Aroclor-1260 [2C]	**271**		µg/kg wet	20.0	250		108	50-140		
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr)	*19.0*		µg/kg wet		*20.0*		*95*	*30-150*		
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr) [2C]	*22.0*		µg/kg wet		*20.0*		*110*	*30-150*		
Surrogate: Decachlorobiphenyl (Sr)	*19.0*		µg/kg wet		*20.0*		*95*	*30-150*		
Surrogate: Decachlorobiphenyl (Sr) [2C]	*23.0*		µg/kg wet		*20.0*		*115*	*30-150*		
LCS Dup (1124331-BSD1)						Prepared & Analyzed: 22-Nov-11				
Aroclor-1016	**251**		µg/kg wet	20.0	250		100	50-140	3	30
Aroclor-1016 [2C]	**288**		µg/kg wet	20.0	250		115	50-140	1	30
Aroclor-1260	**251**		µg/kg wet	20.0	250		100	50-140	0.8	30
Aroclor-1260 [2C]	**262**		µg/kg wet	20.0	250		105	50-140	3	30
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr)	*19.0*		µg/kg wet		*20.0*		*95*	*30-150*		
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr) [2C]	*21.0*		µg/kg wet		*20.0*		*105*	*30-150*		
Surrogate: Decachlorobiphenyl (Sr)	*18.0*		µg/kg wet		*20.0*		*90*	*30-150*		
Surrogate: Decachlorobiphenyl (Sr) [2C]	*22.0*		µg/kg wet		*20.0*		*110*	*30-150*		

Extractable Petroleum Hydrocarbons - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124353 - SW846 3510C										
Blank (1124353-BLK1)					Prepared: 22-Nov-11 Analyzed: 23-Nov-11					
Gasoline	< 0.1		mg/l	0.1						
Fuel Oil #2	< 0.1		mg/l	0.1						
Fuel Oil #4	< 0.1		mg/l	0.1						
Fuel Oil #6	< 0.1		mg/l	0.1						
Motor Oil	< 0.1		mg/l	0.1						
Ligroin	< 0.1		mg/l	0.1						
Aviation Fuel	< 0.1		mg/l	0.1						
Hydraulic Oil	< 0.1		mg/l	0.1						
Dielectric Fluid	< 0.1		mg/l	0.1						
Unidentified	< 0.1		mg/l	0.1						
Other Oil	< 0.1		mg/l	0.1						
Total Petroleum Hydrocarbons	< 0.1		mg/l	0.1						
Surrogate: 1-Chlorooctadecane	*0.0421*		mg/l		*0.0500*		*84*	*40-140*		
LCS (1124353-BS2)					Prepared: 22-Nov-11 Analyzed: 23-Nov-11					
Fuel Oil #2	**10.7**		mg/l	0.1	10.0		107	40-140		
Surrogate: 1-Chlorooctadecane	*0.0584*		mg/l		*0.0500*		*117*	*40-140*		
Batch 1124628 - SW846 3545A										
Blank (1124628-BLK1)					Prepared: 28-Nov-11 Analyzed: 29-Nov-11					
Gasoline	< 13.3		mg/kg wet	13.3						
Fuel Oil #2	< 13.3		mg/kg wet	13.3						
Fuel Oil #4	< 13.3		mg/kg wet	13.3						
Fuel Oil #6	< 13.3		mg/kg wet	13.3						
Motor Oil	< 13.3		mg/kg wet	13.3						
Ligroin	< 13.3		mg/kg wet	13.3						
Aviation Fuel	< 13.3		mg/kg wet	13.3						
Hydraulic Oil	< 13.3		mg/kg wet	13.3						
Dielectric Fluid	< 13.3		mg/kg wet	13.3						
Unidentified	< 13.3		mg/kg wet	13.3						
Other Oil	< 13.3		mg/kg wet	13.3						
Total Petroleum Hydrocarbons	< 13.3		mg/kg wet	13.3						
Surrogate: 1-Chlorooctadecane	*2.43*		mg/kg wet		*3.33*		*73*	*40-140*		
LCS (1124628-BS1)					Prepared: 28-Nov-11 Analyzed: 29-Nov-11					
Fuel Oil #2	**707**		mg/kg wet	13.3	667		106	40-140		
Surrogate: 1-Chlorooctadecane	*3.21*		mg/kg wet		*3.33*		*96*	*40-140*		

Total Metals by EPA 6000/7000 Series Methods - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124369 - SW846 3050B										
Blank (1124369-BLK1)					Prepared: 23-Nov-11 Analyzed: 30-Nov-11					
Lead	< 1.40		mg/kg wet	1.40						
Selenium	< 1.40		mg/kg wet	1.40						
Cadmium	< 0.465		mg/kg wet	0.465						
Arsenic	< 1.40		mg/kg wet	1.40						
Silver	< 1.40		mg/kg wet	1.40						
Chromium	< 0.931		mg/kg wet	0.931						
Barium	< 0.931		mg/kg wet	0.931						
Reference (1124369-SRM1)					Prepared: 23-Nov-11 Analyzed: 30-Nov-11					
Selenium	**101**		mg/kg wet	1.50	102		98	76.7-122.8		
Lead	**70.4**		mg/kg wet	1.50	69.3		102	77.4-122.6		
Arsenic	**63.7**		mg/kg wet	1.50	62.7		102	78-121.8		
Cadmium	**58.2**		mg/kg wet	0.500	58.7		99	80.7-118.9		
Silver	**27.3**		mg/kg wet	1.50	27.1		101	66.4-133.8		
Chromium	**48.4**		mg/kg wet	1.00	48.5		100	76.7-123		
Barium	**166**		mg/kg wet	1.00	160		104	79.7-120.2		
Reference (1124369-SRM2)					Prepared: 23-Nov-11 Analyzed: 30-Nov-11					
Selenium	**105**		mg/kg wet	1.50	102		102	76.7-122.8		
Lead	**71.0**		mg/kg wet	1.50	69.3		102	77.4-122.6		
Cadmium	**60.0**		mg/kg wet	0.500	58.7		102	80.7-118.9		
Arsenic	**64.6**		mg/kg wet	1.50	62.7		103	78-121.8		
Silver	**28.0**		mg/kg wet	1.50	27.1		104	66.4-133.8		
Chromium	**47.9**		mg/kg wet	1.00	48.5		99	76.7-123		
Barium	**181**		mg/kg wet	1.00	160		113	79.7-120.2		
Batch 1124371 - EPA200/SW7000 Series										
Blank (1124371-BLK1)					Prepared: 23-Nov-11 Analyzed: 28-Nov-11					
Mercury	< 0.0288		mg/kg wet	0.0288						
Reference (1124371-SRM1)					Prepared: 23-Nov-11 Analyzed: 28-Nov-11					
Mercury	**4.50**		mg/kg wet	0.300	3.90		115	71.7-128.3		

General Chemistry Parameters - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124545 - General Preparation										
Duplicate (1124545-DUP1)			Source: SB39556-01			Prepared & Analyzed: 23-Nov-11				
% Solids	**94.9**		%			94.4			0.5	20

Notes and Definitions

E	The concentration indicated for this analyte is an estimated value. This value is considered an estimate (CLP E-flag).
GS1	Sample dilution required for high concentration of target analytes to be within the instrument calibration range.
PH	Insufficient preservative to reduce the sample pH to less than 2.
QC2	Analyte out of acceptance range in QC spike but no reportable concentration present in sample.
QM9	The spike recovery for this QC sample is outside the established control limits. The sample results for the QC batch were accepted based on LCS/LCSD or SRM recoveries within the control limits.
QR2	The RPD result exceeded the QC control limits; however, both percent recoveries were acceptable. Sample results for the QC batch were accepted based on percent recoveries and completeness of QC data.
R01	The Reporting Limit has been raised to account for matrix interference.
R05	Elevated Reporting Limits due to the presence of high levels of non-target analytes.
S02	The surrogate recovery for this sample cannot be accurately quantified due to interference from coeluting organic compounds present in the sample extract.
SAC	Acid surrogate recovery outside of control limits. The data was accepted based on valid recovery of remaining two acid surrogates.
SGC	Surrogate recovery outside of control limits. The data was accepted based on valid recovery of the remaining surrogate.
TIC	(Tentatively Identified Compounds) reported values are estimated concentrations of non-target analytes identified at greater than 10% of the nearest internal standard.
dry	Sample results reported on a dry weight basis
NR	Not Reported
RPD	Relative Percent Difference
J	Detected but below the Reporting Limit; therefore, result is an estimated concentration (CLP J-Flag).

Interpretation of Total Petroleum Hydrocarbon Report

Petroleum identification is determined by comparing the GC fingerprint obtained from the sample with a library of GC fingerprints obtained from analyses of various petroleum products. Possible match categories are as follows:

Gasoline - includes regular, unleaded, premium, etc.
Fuel Oil #2 - includes home heating oil, #2 fuel oil, and diesel
Fuel Oil #4 - includes #4 fuel oil
Fuel Oil #6 - includes #6 fuel oil and bunker "C" oil
Motor Oil - includes virgin and waste automobile oil
Ligroin - includes mineral spirits, petroleum naphtha, vm&p naphtha
Aviation Fuel - includes kerosene, Jet A and JP-4
Other Oil - includes lubricating and cutting oil, and silicon oil

At times, the unidentified petroleum product is quantified using a calibration that most closely approximates the distribution of compounds in the sample. When this occurs, the result is qualified as Calculated as.

Laboratory Control Sample (LCS): A known matrix spiked with compound(s) representative of the target analytes, which is used to document laboratory performance.

Matrix Duplicate: An intra-laboratory split sample which is used to document the precision of a method in a given sample matrix.

Matrix Spike: An aliquot of a sample spiked with a known concentration of target analyte(s). The spiking occurs prior to sample preparation and analysis. A matrix spike is used to document the bias of a method in a given sample matrix.

Method Blank: An analyte-free matrix to which all reagents are added in the same volumes or proportions as used in sample processing. The method blank should be carried through the complete sample preparation and analytical procedure. The method blank is used to document contamination resulting from the analytical process.

Method Detection Limit (MDL): The minimum concentration of a substance that can be measured and reported with 99% confidence that the analyte concentration is greater than zero and is determined from analysis of a sample in a given matrix type containing the analyte.

Reportable Detection Limit (RDL): The lowest concentration that can be reliably achieved within specified limits of precision and accuracy during routine laboratory operating conditions. For many analytes the RDL analyte concentration is selected as the lowest non-zero standard in the calibration curve. While the RDL is approximately 5 to 10 times the MDL, the RDL for each sample takes into account the sample volume/weight, extract/digestate volume, cleanup procedures and, if applicable, dry weight correction. Sample RDLs are highly matrix-dependent.

Surrogate: An organic compound which is similar to the target analyte(s) in chemical composition and behavior in the analytical process, but which is not normally found in environmental samples. These compounds are spiked into all blanks, standards, and samples prior to analysis. Percent recoveries are calculated for each surrogate.

Continuing Calibration Verification: The calibration relationship established during the initial calibration must be verified at periodic intervals. Concentrations, intervals, and criteria are method specific.

Validated by:
June O'Connor
Kimberly Wisk
Nicole Leja

SB 39556 Bm

SPECTRUM ANALYTICAL, INC.
Featuring
HANIBAL TECHNOLOGY

CHAIN OF CUSTODY RECORD

Page 1 of 2

Special Handling:
- [X] Standard TAT - 7 to 10 business days
- [ ] Rush TAT - Date Needed: ____
- All TATs subject to laboratory approval.
- Min. 24-hour notification needed for rushes.
- Samples disposed of after 60 days unless otherwise instructed.

Report To: SHARON MCKECHNIE
AECOM
250 APOLLO DRIVE
CHELMSFORD, MA
Telephone #: 978-905-2317
Project Mgr. RAIMUNDO MATOS

Invoice To: RAIMUNDO MATOS
AECOM
250 APOLLO DR
CHELMSFORD, MA
P.O. No.: ____ RQN: ____

Project No.: 60236456
Site Name: JET BLUE TERM 6
Location: JAMAICA State: NY
Sampler(s): S. WRIGHT

1 Na_2S2O_3 2=HCl 3=H_2SO_4 4=HNO_3 5 NaOH 6=Ascorbic Acid 7=CH_3OH
8= $NaHSO_4$ 9= Deionized Water 10= ____ 11

List preservative code below

QA/QC Reporting Notes:
* additional charges may apply

DW=Drinking Water GW=Groundwater WW=Wastewater
O=Oil SW=Surface Water SO=Soil SL=Sludge A Air
X1= ____ X2= ____ X3= ____

G Grab C=Composite

Containers:

Analyses:

MA DEP MCP CAM Report: Yes ☐ No ☐
CT DPH RCP Report: Yes ☐ No ☐

QA/QC Reporting Level
☐ Standard ☐ No QC ☐ DQA*
☐ NY ASP A* ☐ NY ASP B*
☐ NJ Reduced* ☐ NJ Full*
☐ TIER II* ☐ TIER V*
☐ Other ____

State specific reporting standards:

Lab Id:	Sample Id:	Date:	Time:	Type	Matrix	# of VOA Vials	# of Amber Glass	# of Clear Glass	# of Plastic	MADEP VPH S-List w/MNX	MADEP EPH S-List w/MNX	TPH 8260	1,2,4 & 1,3,5 TMB	
39556-01	JB-PT11-MW	11-15-11	0915	G	SO	3	1			X	X	X		
02	JB-PT04-SA	11-14-11	1500	G	SO	3	2			X	X	X		
03	JB-PT03-MW	11-17-11	0815	G	SO	3	2			X	X	X		
04	JB-PT05-SA	11-17-11	0945	G	SO	3	1			X	X	X		
05	JB-PT07-SA	11-17-11	1045	G	SO	3	2			X	X	X	X	
06	JB-PT08-MW	11-17-11	1330	G	SO	3	2			X	X	X		
07	DUPE	11-17-11		G	SO	3	1			X	X	X		

Relinquished by:	Received by:	Date:	Time:	Temp°C
		11-17-11	2510	
		11-17-11	1705	0.5

☒ EDD Format EQUIS 4-FILE
☒ E-mail to SHARON.MCKECHNIE@AECOM.COM

☐ Ambient ☐ Iced ☐ Refrigerated ☐ Fridge temp ___°C ☐ Freezer temp ___°C

SB39556 B4

SPECTRUM ANALYTICAL, INC.
Featuring:
HANIBAL TECHNOLOGY

CHAIN OF CUSTODY RECORD

Page 2 of 2

Special Handling:
- [x] Standard TAT - 7 to 10 business days
- [ ] Rush TAT - Date Needed: _____
- All TATs subject to laboratory approval.
- Min. 24-hour notification needed for rushes.
- Samples disposed of after 60 days unless otherwise instructed.

Report To: SHARON MCKECHNIE
AECOM
250 APOLLO DR
CHELMSFORD, MA
Telephone #: 978-905-2317
Project Mgr. RAIMUNDO MATOS

Invoice To: RAIMUNDO MATOS
AECOM
250 APOLLO DR.
CHELMSFORD, MA
P.O. No.: _____ RQN. _____

Project No.: 60236456
Site Name. JET BLUE
Location. JAMAICA State: NY
Sampler(s): S. WRIGHT

1=$Na_2S_2O_3$ 2=HCl 3=H_2SO_4 4=HNO_3 5=NaOH 6=Ascorbic Acid 7 CH$_3$OH
8= $NaHSO_4$ 9= Deionized Water 10= ICE 11 _____

List preservative code below: 2 | 10 | 2 | 10

QA/QC Reporting Notes:
* additional charges may apply

DW=Drinking Water GW=Groundwater WW=Wastewater
O=Oil SW= Surface Water SO=Soil SL=Sludge A=Air
X1= _____ X2= _____ _____ X3= _____

G=Grab C=Composite

Lab Id:	Sample Id:	Date:	Time:	Type	Matrix	# of VOA Vials	# of Amber Glass	# of Clear Glass	# of Plastic	Analyses: VOCs + TICs + 10	SVOCs TICs BNA + 20	TPH BTEX	GLYCOL	
39556 06	JB-PT05-SA	11-17-11	1000	G	GW	5	4			X	X	X	X	
07	JB-PT07-SA	11-17-11	1100	G	GW	5	4			X	X	X	X	
10	DUPE	11-17-11		G	GW	5	4			X	X	X	X	
11	TB	11-3-11		G	X1	1				X				

Relinquished by:	Received by:	Date:	Time:	Temp°C
		11-17-11	254	
		11/17/11	1200	2.1
				C3

- [x] EDD Format EQUIS 4-FILE
- [ ] E-mail to SHARON.MCKECHNIE@AECOM.COM
- [ ] Ambient [x] Iced [ ] Refrigerated [ ] Fridge temp ___ °C [ ] Freezer temp ___ °C

SB 39556 Eq

SPECTRUM ANALYTICAL, INC.
Featuring
HANIBAL TECHNOLOGY

CHAIN OF CUSTODY RECORD

Page 1 of 2

Special Handling:
- ☒ Standard TAT - 7 to 10 business days
- ☐ Rush TAT - Date Needed: _____
- All TATs subject to laboratory approval.
- Min. 24-hour notification needed for rushes.
- Samples disposed of after 60 days unless otherwise instructed.

Report To: SHARON MCKECHNIE
AECOM
250 APOLLO DRIVE
CHELMSFORD, MA
Telephone #: 978-905-2317
Project Mgr. RAIMUNDO MATOS

Invoice To: RAIMUNDO MATOS
AECOM
250 APOLLO DR.
CHELMSFORD, MA
P.O. No.: _____ RQN: _____

Project No.: 60236456
Site Name: JET BLUE TERM 6
Location: JAMAICA State: NY
Sampler(s): S. WRIGHT

1=$Na_2S_2O_3$ 2=HCl 3=H_2SO_4 4=HNO_3 5=NaOH 6=Ascorbic Acid 7=CH_3OH
8= $NaHSO_4$ 9= Deionized Water 10= _____ 11 _____

DW=Drinking Water GW=Groundwater WW=Wastewater
O=Oil SW=Surface Water SO=Soil SL=Sludge A Air
X1= _____ X2= _____ X3= _____

G=Grab C=Composite

List preservative code below:

QA/QC Reporting Notes:
* additional charges may apply

MA DEP MCP CAM Report: Yes ☐ No ☐
CT DPH RCP Report: Yes ☐ No ☐

QA/QC Reporting Level
☐ Standard ☐ No QC ☐ DQA* ☐ NY ASP A* ☐ NY ASP B* ☐ NJ Reduced* ☐ NJ Full* ☐ TIER II* ☐ TIER V*
☐ Other _____
State-specific reporting standards:

Lab Id:	Sample Id:	Date:	Time:	Type	Matrix	# of VOA Vials	# of Amber Glass	# of Clear Glass	# of Plastic	Analyses: MADEP STARS VOCs (list)	MADEP STARS SVOCs	TPH 8100	PAHs & METALS	PCBs 8082	
39556-01	JB-PT11-MW	11-15-11	0915	G	SO	3	1			X	X	X			
02	JB-PT04-SA	11-14-11	1500	G	SO	3	2			X	X	X			
03	JB-PT03-MW	11-17-11	0815	G	SO	3	2			X	X	X			
04	JB-PT05-SA	11-17-11	0945	G	SO	3	1			X	X	X			
05	JB-PT07-SA(S)	11-17-11	1045	G	SO	3	2			X	X	X	X	X	chain revised per client request
06	JB-PT08-MW	11-17-11	1330	G	SO	3	2			X	X	X			
07	DUPE	11-17-11		G	SO	3	1			X	X	X			

Relinquished by:	Received by:	Date:	Time:	Temp°C
		11-17-11	2540	
		11/17/11	1705	0.5

☒ EDD Format EQUIS 4-FILE
☒ E-mail to SHARON.MCKECHNIE@AECOM.COM

☐ Ambient ☐ Iced ☐ Refrigerated ☐ Fridge temp ____ °C ☐ Freezer temp ____ °C

SA 31556

CHAIN OF CUSTODY RECORD

Page 1 of 2

SPECTRUM ANALYTICAL, INC.
Formerly
HANIBAL TECHNOLOGY

Special Handling:
- [X] Standard TAT - 7 to 10 business days
- [ ] Rush TAT - Date Needed: ____
- All TATs subject to laboratory approval.
- Min. 24 hour notification needed for rushes.
- Samples disposed of after 60 days unless otherwise instructed.

Report To: SHARON MCKECHNIE
AECOM
250 APPLE DRIVE
CHELMSFORD, MA
Telephone #: 978-905-2317
Project Mgr.: RAIMUNDO MATOS

Invoice To: RAIMUNDO MATOS
AECOM
250 APPLE DR.
CHELMSFORD, MA
P.O. No.: ____ RQN: ____

Project No.: 60236456
Site Name: JET BLUE TERM. 6
Location: JAMAICA State: NY
Sampler(s): S. WRIGHT

1=$Na_2S_2O_3$ 2=HCl 3=H_2SO_4 4=HNO_3 5=NaOH 6=Ascorbic Acid 7=CH_3OH
8=$NaHSO_4$ 9=Deionized Water 10= 11=

List preservative code below:

DW=Drinking Water GW=Groundwater WW=Wastewater
O=Oil SW=Surface Water SO=Soil SL=Sludge A=Air
X1 X2 X3

G=Grab C=Composite

Lab Id:	Sample Id:	Date:	Time:	Type	Matrix	# of VOA Vials	# of Amber Glass	# of Clear Glass	# of Plastic	Containers.	Analyses.					
31556-01	JB-PT11-MW	11-15-11	0915	G	SO	3	1			X	X	X				
02	JB-PT04-SA	11-14-11	1500	G	SO	3	1			X	X	X				
03	JB-PT03-MW	11-17-11	0815	G	SO	3	1			X	X	X				
04	JB-PT05-SA	11-17-11	0945	G	SO	3	1			X	X	X				
05	JB-PT07-SA	11-17-11	1045	G	SO	3	1			X	X	X	X	X		
06	JB-PT08-MW	11-17-11	1330	G	SO	3	1			X	X	X				
07	DUP-01	11-17-11		G	SO	3	1			X	X	X				

QA/QC Reporting Notes:
* additional charges may apply

MA DEP MCP CAM Report: Yes ☐ No ☐
CT DPH RCP Report: Yes ☐ No ☐

QA/QC Reporting Level
☐ Standard ☐ No QC ☐ DQA*
☐ NY ASP A* ☐ NY ASP B*
☐ NJ Reduced* ☐ NJ Full*
☐ TRRP* ☐ TRRP-13*
☐ Other

State specific reporting standards:

Chain provided per client request
Sample ID revisions received 11/23/11 (SW)

Relinquished by:	Received by:	Date:	Time:	Temp°C
		11-17-11	1550	0.5

☒ EDD Format: EQUIS 4-FILE
☒ Email to: SHARON.MCKECHNIE@AECOM.COM

☐ Ambient ☐ Iced ☐ Refrigerated ☐ Fridge temp. ___°C ☐ Freezer temp. ___°C

Report Date:
21-Dec-11 12:16

☐ Final Report
☐ Re-Issued Report
☑ Revised Report

SPECTRUM ANALYTICAL, INC.
Featuring
HANIBAL TECHNOLOGY

Laboratory Report

AECOM Environment
250 Apollo Drive
Chelmsford, MA 01824
Attn: Raimundo Matos

Project: Jet Blue, JFK Airport
Project #: 60236456

Laboratory ID	Client Sample ID	Matrix	Date Sampled	Date Received
SB39636-01	JB-PT07-SA (1.5-2.5)	Soil	17-Nov-11 10:45	18-Nov-11 21:00
SB39636-02	JB-PT06-SA (1.5-2.5)	Soil	18-Nov-11 09:15	18-Nov-11 21:00
SB39636-03	JB-PT06-SA (5-7)	Soil	18-Nov-11 09:15	18-Nov-11 21:00
SB39636-04	JB-PT01-SA (5-7)	Soil	18-Nov-11 10:45	18-Nov-11 21:00
SB39636-05	JB-PT02-SA (1.5-2.5)	Soil	18-Nov-11 13:15	18-Nov-11 21:00
SB39636-06	JB-PT02-SA (5-7)	Soil	18-Nov-11 13:15	18-Nov-11 21:00
SB39636-07	JB-PT06-SA	Ground Water	18-Nov-11 09:30	18-Nov-11 21:00
SB39636-08	JB-PT01-SA	Ground Water	18-Nov-11 11:00	18-Nov-11 21:00
SB39636-09	JB-PT02-SA	Ground Water	18-Nov-11 13:30	18-Nov-11 21:00
SB39636-10	TB	Deionized Water	18-Nov-11 00:00	18-Nov-11 21:00

I attest that the information contained within the report has been reviewed for accuracy and checked against the quality control requirements for each method. These results relate only to the sample(s) as received.
All applicable NELAC requirements have been met.

Massachusetts # M-MA138/MA1110
Connecticut # PH-0777
Florida # E87600/E87936
Maine # MA138
New Hampshire # 2538
New Jersey # MA011/MA012
New York # 11393/11840
Pennsylvania # 68-04426/68-02924
Rhode Island # 98
USDA # S-51435

Authorized by:

Nicole Leja
Laboratory Director

Spectrum Analytical holds certification in the State of New York for the analytes as indicated with an X in the "Cert." column within this report. Please note that the State of New York does not offer certification for all analytes.
Please note that this report contains 70 pages of analytical data plus Chain of Custody document(s). When the Laboratory Report is indicated as revised, this report supersedes any previously dated reports for the laboratory ID(s) referenced above. Where this report identifies subcontracted analyses, copies of the subcontractor's test report are available upon request. This report may not be reproduced, except in full, without written approval from Spectrum Analytical, Inc.

Spectrum Analytical, Inc. is a NELAC accredited laboratory organization and meets NELAC testing standards. Use of the NELAC logo however does not insure that Spectrum is currently accredited for the specific method or analyte indicated. Please refer to our "Quality" web page at www.spectrum-analytical.com for a full listing of our current certifications and fields of accreditation. States in which Spectrum Analytical, Inc. holds NELAC certification are New York, New Hampshire, New Jersey and Florida. All analytical work for Volatile Organic and Air analysis are transferred to and conducted at our 830 Silver Street location (NY-11840, FL-E87936 and NJ-MA012).

CASE NARRATIVE:

The samples were received 1.0 degrees Celsius, please refer to the Chain of Custody for details specific to temperature upon receipt. An infrared thermometer with a tolerance of +/- 2.0 degrees Celsius was used immediately upon receipt of the samples.

If a Matrix Spike (MS), Matrix Spike Duplicate (MSD) or Duplicate (DUP) was not requested on the Chain of Custody, method criteria may have been fulfilled with a source sample not of this Sample Delivery Group.

All VOC soils samples submitted and analyzed in methanol will have a minimum dilution factor of 50. This is the minimum amount of solvent allowed on the instrumentation without causing interference. Additional dilution factors may be required to keep analyte concentration within instrument calibration.

Method SW846 5035A is designed to use on samples containing low levels of VOCs, ranging from 0.5 to 200 ug/Kg. Target analytes that are less responsive to purge and trap may be present at concentrations over 200ug/Kg but may not be reportable in the methanol preserved vial (SW846 5030). This is the result of the inherent dilution factor required for the methanol preservation.

See below for any non-conformances and issues relating to quality control samples and/or sample analysis/matrix.

SW846 6010C

Spikes:

1124369-MS1 *Source: SB39636-05*

The spike recovery for this QC sample is outside the established control limits. The sample results for the QC batch were accepted based on LCS/LCSD or SRM recoveries within the control limits.

Barium

SW846 7471B

Spikes:

1124371-MS1 *Source: SB39636-05*

The spike recovery exceeded the QC control limits for the MS and/or MSD. The batch was accepted based upon acceptable PS and /or LCS recovery.

Mercury

1124371-MSD1 *Source: SB39636-05*

The spike recovery exceeded the QC control limits for the MS and/or MSD. The batch was accepted based upon acceptable PS and /or LCS recovery.

Mercury

SW846 8100Mod.

Samples:

SB39636-05 *JB-PT02-SA (1.5-2.5)*

The Reporting Limit has been raised to account for matrix interference.

SB39636-06 *JB-PT02-SA (5-7)*

The Reporting Limit has been raised to account for matrix interference.

SW846 8260C

Calibration:

1111004

SW846 8260C

Calibration:

1111004

Analyte quantified by quadratic equation type calibration.

Naphthalene

This affected the following samples:

1124502-BLK1
1124502-BS1
1124502-BSD1
1124879-BLK1
1124879-BS1
1124879-BSD1
JB-PT06-SA (1.5-2.5)
JB-PT06-SA (5-7)
S110100-ICV1
S111033-CCV1
S111177-CCV1

1111012

Analyte quantified by quadratic equation type calibration.

Vinyl chloride

This affected the following samples:

1124902-BLK1
1124902-BS1
1124902-BSD1
1124902-MS1
1124902-MSD1
JB-PT01-SA
JB-PT02-SA
JB-PT06-SA
S110372-ICV1
S111200-CCV1
TB

Blanks:

1124902-BLK1

The method blank contains analyte at a concentration above the MRL, however no reportable concentration is present in the sample.

Tetrachloroethene

Laboratory Control Samples:

1124902 BS/BSD

Bromoform percent recoveries (142/142) are outside individual acceptance criteria (70-130), but within overall method allowances. All reported results of the following samples are considered to have a potentially high bias:

JB-PT01-SA
JB-PT02-SA
JB-PT06-SA
TB

SW846 8260C

Laboratory Control Samples:

1124902 BS/BSD

Bromomethane percent recoveries (135/131) are outside individual acceptance criteria (70-130), but within overall method allowances. All reported results of the following samples are considered to have a potentially high bias:

JB-PT01-SA
JB-PT02-SA
JB-PT06-SA
TB

Carbon tetrachloride percent recoveries (134/130) are outside individual acceptance criteria (70-130), but within overall method allowances. All reported results of the following samples are considered to have a potentially high bias:

JB-PT01-SA
JB-PT02-SA
JB-PT06-SA
TB

Vinyl chloride percent recoveries (140/134) are outside individual acceptance criteria (70-130), but within overall method allowances. All reported results of the following samples are considered to have a potentially high bias:

JB-PT01-SA
JB-PT02-SA
JB-PT06-SA
TB

Spikes:

1124659-MS1 *Source: SB39636-05*

The spike recovery was outside acceptance limits for the MS and/or MSD. The batch was accepted based on acceptable LCS recovery.

1,3,5-Trimethylbenzene
n-Butylbenzene
n-Propylbenzene

1124659-MSD1 *Source: SB39636-05*

The spike recovery was outside acceptance limits for the MS and/or MSD. The batch was accepted based on acceptable LCS recovery.

1,3,5-Trimethylbenzene
n-Butylbenzene

1124902-MS1 *Source: SB39636-09*

Analyte out of acceptance range in QC spike but no reportable concentration present in sample.

Bromoform

The spike recovery was outside acceptance limits for the MS and/or MSD. The batch was accepted based on acceptable LCS recovery.

Carbon tetrachloride
Ethanol
Hexachlorobutadiene
Naphthalene
n-Propylbenzene

1124902-MSD1 *Source: SB39636-09*

Analyte out of acceptance range in QC spike but no reportable concentration present in sample.

Bromoform

SW846 8260C

Spikes:

1124902-MSD1 *Source: SB39636-09*

RPD out of acceptance range.

Ethanol

The spike recovery was outside acceptance limits for the MS and/or MSD. The batch was accepted based on acceptable LCS recovery.

Carbon tetrachloride
Hexachlorobutadiene
Naphthalene
n-Propylbenzene

Samples:

S111200-CCV1

Analyte percent difference is outside individual acceptance criteria (20), but within overall method allowances.

2-Butanone (MEK) (-20.1%)
Bromoform (45.5%)
Carbon tetrachloride (30.9%)
Ethanol (-28.5%)
trans-1,3-Dichloropropene (21.5%)
trans-1,4-Dichloro-2-butene (28.9%)

Analyte percent drift is outside individual acceptance criteria (20), but within overall method allowances.

Bromomethane (22.0%)
Chloroform (20.2%)
Vinyl chloride (33.3%)

This affected the following samples:

1124902-BLK1
1124902-BS1
1124902-BSD1
1124902-MS1
1124902-MSD1
JB-PT01-SA
JB-PT02-SA
JB-PT06-SA
TB

SB39636-04 *JB-PT01-SA (5-7)*

Elevated Reporting Limits due to the presence of high levels of non-target analytes.

SB39636-05 *JB-PT02-SA (1.5-2.5)*

Sample dilution required for high concentration of target analytes to be within the instrument calibration range.

SB39636-06 *JB-PT02-SA (5-7)*

Elevated Reporting Limits due to the presence of high levels of non-target analytes.

SB39636-07 *JB-PT06-SA*

Insufficient preservative to reduce the sample pH to less than 2.

SW846 8260C

Samples:

SB39636-07 *JB-PT06-SA*

The Reporting Limit for this analyte has been raised to account for interference from coeluting organic compounds present in the sample.

Acetone

SB39636-08 *JB-PT01-SA*

Insufficient preservative to reduce the sample pH to less than 2.

The Reporting Limit for this analyte has been raised to account for interference from coeluting organic compounds present in the sample.

Acetone

SB39636-09 *JB-PT02-SA*

Sample dilution required for high concentration of target analytes to be within the instrument calibration range.

The Reporting Limit for this analyte has been raised to account for interference from coeluting organic compounds present in the sample.

Acetone

SW846 8270D

Calibration:

1110020

Analyte quantified by quadratic equation type calibration.

3-Nitroaniline
4,6-Dinitro-2-methylphenol
Benzidine
Carbazole

This affected the following samples:

1124503-DUP1
JB-PT01-SA
JB-PT02-SA
S109206-ICV1
S111294-CCV1

1111040

Analyte quantified by quadratic equation type calibration.

Benzidine

This affected the following samples:

1124503-BLK1
1124503-BS1
1124503-BSD1
JB-PT06-SA
S111009-ICV1
S111174-CCV1

S109206-ICV1

SW846 8270D

Calibration:

S109206-ICV1

Analyte percent recovery is outside individual acceptance criteria (70-130).

3-Nitroaniline (140%)
Aniline (132%)
Benzidine (168%)
Bis(2-chloroethoxy)methane (67%)
Carbazole (205%)
Hexachlorobutadiene (69%)

This affected the following samples:

1124503-DUP1
JB-PT01-SA
JB-PT02-SA
S111294-CCV1

S111009-ICV1

Analyte percent recovery is outside individual acceptance criteria (70-130).

3-Nitroaniline (61%)

This affected the following samples:

1124503-BLK1
1124503-BS1
1124503-BSD1
JB-PT06-SA
S111174-CCV1

Laboratory Control Samples:

1124503 BS/BSD

Benzidine percent recoveries (11/0) are outside individual acceptance criteria (40-140), but within overall method allowances. All reported results of the following samples are considered to have a potentially low bias:

JB-PT01-SA
JB-PT02-SA
JB-PT06-SA

Benzoic acid percent recoveries (28/36) are outside individual acceptance criteria (40-130), but within overall method allowances. All reported results of the following samples are considered to have a potentially low bias:

JB-PT01-SA
JB-PT02-SA
JB-PT06-SA

Phenol percent recoveries (35/33) are outside individual acceptance criteria (40-130), but within overall method allowances. All reported results of the following samples are considered to have a potentially low bias:

JB-PT01-SA
JB-PT02-SA
JB-PT06-SA

Pyridine percent recoveries (24/21) are outside individual acceptance criteria (40-140), but within overall method allowances. All reported results of the following samples are considered to have a potentially low bias:

JB-PT01-SA
JB-PT02-SA
JB-PT06-SA

1124503 BSD

SW846 8270D

Laboratory Control Samples:

1124503 BSD

Aniline RPD 27% (20%) is outside individual acceptance criteria, but within overall method allowances.

Benzoic acid RPD 26% (20%) is outside individual acceptance criteria, but within overall method allowances.

Samples:

S111119-CCV1

Analyte percent difference is outside individual acceptance criteria (20), but within overall method allowances.

Fluorene (22.1%)

This affected the following samples:

1124738-BLK1
1124738-BS1

S111161-CCV1

Analyte percent difference is outside individual acceptance criteria (20), but within overall method allowances.

Fluorene (27.7%)

This affected the following samples:

JB-PT01-SA (5-7)
JB-PT02-SA (1.5-2.5)
JB-PT06-SA (1.5-2.5)
JB-PT06-SA (5-7)

S111174-CCV1

Analyte percent difference is outside individual acceptance criteria (20), but within overall method allowances.

4-Nitrophenol (22.7%)

Analyte percent drift is outside individual acceptance criteria (20), but within overall method allowances.

Benzidine (32.8%)

This affected the following samples:

1124503-BLK1
1124503-BS1
1124503-BSD1
JB-PT06-SA

S111240-CCV1

Analyte percent difference is outside individual acceptance criteria (20), but within overall method allowances.

Benzo (k) fluoranthene (-24.6%)

This affected the following samples:

JB-PT02-SA (5-7)

S111294-CCV1

SW846 8270D

Samples:

S111294-CCV1

Analyte percent difference is outside individual acceptance criteria (20), but within overall method allowances.

2,4-Dinitrotoluene (22.0%)
3,3'-Dichlorobenzidine (-41.3%)
Azobenzene/Diphenyldiazine (34.1%)
Fluorene (24.8%)
Hexachlorobutadiene (22.6%)
Hexachloroethane (23.0%)
N-Nitrosodiphenylamine (23.0%)
Pentachloronitrobenzene (51.5%)
Pyridine (-29.7%)

Analyte percent drift is outside individual acceptance criteria (20), but within overall method allowances.

4,6-Dinitro-2-methylphenol (24.0%)

This affected the following samples:

1124503-DUP1
JB-PT01-SA
JB-PT02-SA

SB39636-06 *JB-PT02-SA (5-7)*

Sample dilution required for high concentration of target analytes to be within the instrument calibration range.

SB39636-08 *JB-PT01-SA*

The Reporting Limit has been raised to account for matrix interference.

SB39636-09 *JB-PT02-SA*

Sample dilution required for high concentration of target analytes to be within the instrument calibration range.

The surrogate recovery for this sample is not available due to sample dilution required from high analyte concentration and/or matrix interference's.

2-Fluorobiphenyl
2-Fluorophenol
Nitrobenzene-d5
Phenol-d5
Terphenyl-dl4

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT07-SA (1.5-2.5)	60236456	Soil	17-Nov-11 10:45	18-Nov-11
SB39636-01				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cer.
Semivolatile Organic Compounds by GC													
Polychlorinated Biphenyls													
Prepared by method SW846 3545A													
12674-11-2	Aroclor-1016	< 21.7		µg/kg dry	21.7	10.9	1	SW846 8082A	22-Nov-11	22-Nov-11	SM	1124331	X
11104-28-2	Aroclor-1221	< 21.7		µg/kg dry	21.7	19.6	1	"	"	"	"	"	X
11141-16-5	Aroclor-1232	< 21.7		µg/kg dry	21.7	14.0	1	"	"	"	"	"	X
53469-21-9	Aroclor-1242	< 21.7		µg/kg dry	21.7	12.8	1	"	"	"	"	"	X
12672-29-6	Aroclor-1248	< 21.7		µg/kg dry	21.7	10.7	1	"	"	"	"	"	X
11097-69-1	Aroclor-1254	< 21.7		µg/kg dry	21.7	15.9	1	"	"	"	"	"	X
11096-82-5	Aroclor-1260	195		µg/kg dry	21.7	8.33	1	"	"	"	"	"	X
37324-23-5	Aroclor-1262	< 21.7		µg/kg dry	21.7	20.2	1	"	"	"	"	"	X
11100-14-4	Aroclor-1268	< 21.7		µg/kg dry	21.7	6.83	1	"	"	"	"	"	X
Surrogate recoveries:													
10386-84-2	*4,4-DB-Octafluorobiphenyl (Sr)*	*115*			*30-150 %*			"	"	"	"	"	
10386-84-2	*4,4-DB-Octafluorobiphenyl (Sr) [2C]*	*110*			*30-150 %*			"	"	"	"	"	
2051-24-3	*Decachlorobiphenyl (Sr)*	*105*			*30-150 %*			"	"	"	"	"	
2051-24-3	*Decachlorobiphenyl (Sr) [2C]*	*100*			*30-150 %*			"	"	"	"	"	
General Chemistry Parameters													
	% Solids	85.2		%			1	SM2540 G Mod.	29-Nov-11	29-Nov-11	DT	1124796	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT06-SA (1.5-2.5) SB39636-02	60236456	Soil	18-Nov-11 09:15	18-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
	VOC Extraction	Field extracted		N/A			1	VOC Soil Extraction	19-Nov-11	19-Nov-11	BD	1124194	
Re-analysis of Volatile Organic Compounds													
Prepared by method SW846 5035A Soil (low level)							Initial weight: 13.26 g						
71-43-2	Benzene	< 2.9		µg/kg dry	2.9	1.5	1	SW846 8260C	30-Nov-11	30-Nov-11	JRO	1124879	X
104-51-8	n-Butylbenzene	< 2.9		µg/kg dry	2.9	1.4	1	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	< 2.9		µg/kg dry	2.9	2.8	1	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	< 2.9		µg/kg dry	2.9	2.1	1	"	"	"	"	"	X
100-41-4	Ethylbenzene	< 2.9		µg/kg dry	2.9	1.8	1	"	"	"	"	"	X
98-82-8	Isopropylbenzene	< 2.9		µg/kg dry	2.9	1.4	1	"	"	"	"	"	X
99-87-6	4-Isopropyltoluene	< 2.9		µg/kg dry	2.9	1.2	1	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 2.9		µg/kg dry	2.9	2.1	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 2.9		µg/kg dry	2.9	1.8	1	"	"	"	"	"	X
103-65-1	n-Propylbenzene	< 2.9		µg/kg dry	2.9	1.7	1	"	"	"	"	"	X
108-88-3	Toluene	< 2.9		µg/kg dry	2.9	2.6	1	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	< 2.9		µg/kg dry	2.9	0.9	1	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 2.9		µg/kg dry	2.9	2.8	1	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 5.7		µg/kg dry	5.7	5.6	1	"	"	"	"	"	X
95-47-6	o-Xylene	< 2.9		µg/kg dry	2.9	2.0	1	"	"	"	"	"	X
Surrogate recoveries:													
460-00-4	*4-Bromofluorobenzene*	*96*			*70-130 %*			"	"	"	"	"	
-26-5	*Toluene-d8*	*102*			*70-130 %*			"	"	"	"	"	
30-07-0	*1,2-Dichloroethane-d4*	*100*			*70-130 %*			"	"	"	"	"	
1868-53-7	*Dibromofluoromethane*	*101*			*70-130 %*			"	"	"	"	"	
Semivolatile Organic Compounds by GCMS													
PAHs													
Prepared by method SW846 3545A													
83-32-9	Acenaphthene	< 371		µg/kg dry	371	41.8	1	SW846 8270D	29-Nov-11	30-Nov-11	ML	1124738	X
208-96-8	Acenaphthylene	< 371		µg/kg dry	371	42.5	1	"	"	"	"	"	X
120-12-7	Anthracene	< 371		µg/kg dry	371	43.6	1	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	< 371		µg/kg dry	371	43.2	1	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	< 371		µg/kg dry	371	49.0	1	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	< 371		µg/kg dry	371	44.8	1	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	< 371		µg/kg dry	371	56.9	1	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	< 371		µg/kg dry	371	65.7	1	"	"	"	"	"	X
218-01-9	Chrysene	< 371		µg/kg dry	371	44.3	1	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	< 371		µg/kg dry	371	51.3	1	"	"	"	"	"	X
206-44-0	Fluoranthene	< 371		µg/kg dry	371	67.9	1	"	"	"	"	"	X
86-73-7	Fluorene	< 371		µg/kg dry	371	47.2	1	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	< 371		µg/kg dry	371	68.6	1	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	< 371		µg/kg dry	371	54.4	1	"	"	"	"	"	
91-57-6	2-Methylnaphthalene	< 371		µg/kg dry	371	43.9	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 371		µg/kg dry	371	37.6	1	"	"	"	"	"	X
85-01-8	Phenanthrene	< 371		µg/kg dry	371	41.8	1	"	"	"	"	"	X
129-00-0	Pyrene	< 371		µg/kg dry	371	74.7	1	"	"	"	"	"	X
ogate recoveries:													
321-60-8	*2-Fluorobiphenyl*	*85*			*30-130 %*			"	"	"	"	"	

This laboratory report is not valid without an authorized signature on the cover page.

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT06-SA (1.5-2.5) SB39636-02	60236456	Soil	18-Nov-11 09:15	18-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Ce.
Semivolatile Organic Compounds by GCMS													
PAHs													
Prepared by method SW846 3545A													
1718-51-0	*Terphenyl-dl4*	*91*			*30-130 %*			SW846 8270D	29-Nov-11	30-Nov-11	ML	1124738	
Extractable Petroleum Hydrocarbons													
Fingerprinting by GC													
Prepared by method SW846 3545A													
	Total Petroleum Hydrocarbons	< 15.0		mg/kg dry	15.0	1.5	1	SW846 8100Mod.	29-Nov-11	30-Nov-11	SEW	1124740	
Surrogate recoveries:													
3386-33-2	*1-Chlorooctadecane*	*83*			*40-140 %*			"	"	"	"	"	
General Chemistry Parameters													
	% Solids	87.4		%			1	SM2540 G Mod.	29-Nov-11	29-Nov-11	DT	1124796	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT06-SA (5-7) SB39636-03	60236456	Soil	18-Nov-11 09:15	18-Nov-11

S No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
	VOC Extraction	Field extracted		N/A			1	VOC Soil Extraction	19-Nov-11	19-Nov-11	BD	1124194	
Volatile Organic Compounds													
Prepared by method SW846 5035A Soil (low level)						Initial weight: 11.08 g							
71-43-2	Benzene	< 2.9		µg/kg dry	2.9	1.5	1	SW846 8260C	23-Nov-11	24-Nov-11	JRO	1124502	X
104-51-8	n-Butylbenzene	< 2.9		µg/kg dry	2.9	1.4	1	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	< 2.9		µg/kg dry	2.9	2.8	1	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	< 2.9		µg/kg dry	2.9	2.1	1	"	"	"	"	"	X
100-41-4	Ethylbenzene	< 2.9		µg/kg dry	2.9	1.8	1	"	"	"	"	"	X
98-82-8	Isopropylbenzene	< 2.9		µg/kg dry	2.9	1.4	1	"	"	"	"	"	X
99-87-6	4-Isopropyltoluene	< 2.9		µg/kg dry	2.9	1.2	1	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 2.9		µg/kg dry	2.9	2.1	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 2.9		µg/kg dry	2.9	1.8	1	"	"	"	"	"	X
103-65-1	n-Propylbenzene	< 2.9		µg/kg dry	2.9	1.7	1	"	"	"	"	"	X
108-88-3	Toluene	< 2.9		µg/kg dry	2.9	2.6	1	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	< 2.9		µg/kg dry	2.9	0.9	1	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 2.9		µg/kg dry	2.9	2.9	1	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 5.8		µg/kg dry	5.8	5.6	1	"	"	"	"	"	X
95-47-6	o-Xylene	< 2.9		µg/kg dry	2.9	2.0	1	"	"	"	"	"	X
Surrogate recoveries:													
460-00-4	*4-Bromofluorobenzene*	*97*			*70-130 %*			"	"	"	"	"	
17-26-5	*Toluene-d8*	*101*			*70-130 %*			"	"	"	"	"	
0-07-0	*1,2-Dichloroethane-d4*	*114*			*70-130 %*			"	"	"	"	"	
1868-53-7	*Dibromofluoromethane*	*105*			*70-130 %*			"	"	"	"	"	
Semivolatile Organic Compounds by GCMS													
PAHs													
Prepared by method SW846 3545A													
83-32-9	Acenaphthene	< 355		µg/kg dry	355	40.1	1	SW846 8270D	29-Nov-11	30-Nov-11	ML	1124738	X
208-96-8	Acenaphthylene	< 355		µg/kg dry	355	40.7	1	"	"	"	"	"	X
120-12-7	Anthracene	< 355		µg/kg dry	355	41.8	1	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	< 355		µg/kg dry	355	41.4	1	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	< 355		µg/kg dry	355	47.0	1	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	< 355		µg/kg dry	355	42.9	1	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	< 355		µg/kg dry	355	54.5	1	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	< 355		µg/kg dry	355	62.9	1	"	"	"	"	"	X
218-01-9	Chrysene	< 355		µg/kg dry	355	42.4	1	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	< 355		µg/kg dry	355	49.1	1	"	"	"	"	"	X
206-44-0	Fluoranthene	< 355		µg/kg dry	355	65.1	1	"	"	"	"	"	X
86-73-7	Fluorene	< 355		µg/kg dry	355	45.2	1	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	< 355		µg/kg dry	355	65.7	1	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	< 355		µg/kg dry	355	52.1	1	"	"	"	"	"	
91-57-6	2-Methylnaphthalene	< 355		µg/kg dry	355	42.0	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 355		µg/kg dry	355	36.0	1	"	"	"	"	"	X
85-01-8	Phenanthrene	< 355		µg/kg dry	355	40.1	1	"	"	"	"	"	X
129-00-0	Pyrene	< 355		µg/kg dry	355	71.5	1	"	"	"	"	"	X
gate recoveries:													
321-60-8	*2-Fluorobiphenyl*	*87*			*30-130 %*			"	"	"	"	"	

This laboratory report is not valid without an authorized signature on the cover page.

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT06-SA (5-7)	60236456	Soil	18-Nov-11 09:15	18-Nov-11
SB39636-03				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Ce.
Semivolatile Organic Compounds by GCMS													
PAHs													
Prepared by method SW846 3545A													
1718-51-0	*Terphenyl-dl4*	*86*			*30-130 %*			SW846 8270D	29-Nov-11	30-Nov-11	ML	1124738	
Extractable Petroleum Hydrocarbons													
Fingerprinting by GC													
Prepared by method SW846 3545A													
	Total Petroleum Hydrocarbons	39.0		mg/kg dry	14.3	1.4	1	SW846 8100Mod.	29-Nov-11	30-Nov-11	SEW	1124740	
Surrogate recoveries:													
3386-33-2	*1-Chlorooctadecane*	*98*			*40-140 %*			"	"	"	"	"	
General Chemistry Parameters													
	% Solids	92.0		%			1	SM2540 G Mod.	29-Nov-11	29-Nov-11	DT	1124796	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT01-SA (5-7) SB39636-04	60236456	Soil	18-Nov-11 10:45	18-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
	VOC Extraction	Field extracted		N/A			1	VOC Soil Extraction	19-Nov-11	19-Nov-11	BD	1124194	
Volatile Organic Compounds			R05										
Prepared by method SW846 5030 Soil (high level)						Initial weight: 22.48 g							
71-43-2	Benzene	< 46.0		µg/kg dry	46.0	24.2	50	SW846 8260C	28-Nov-11	28-Nov-11	naa	1124659	X
104-51-8	n-Butylbenzene	< 46.0		µg/kg dry	46.0	23.0	50	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	< 46.0		µg/kg dry	46.0	44.6	50	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	< 46.0		µg/kg dry	46.0	33.3	50	"	"	"	"	"	X
100-41-4	Ethylbenzene	< 46.0		µg/kg dry	46.0	28.0	50	"	"	"	"	"	X
98-82-8	Isopropylbenzene	< 46.0		µg/kg dry	46.0	23.1	50	"	"	"	"	"	X
99-87-6	4-Isopropyltoluene	< 46.0		µg/kg dry	46.0	19.0	50	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 46.0		µg/kg dry	46.0	33.4	50	"	"	"	"	"	X
91-20-3	Naphthalene	75.0		µg/kg dry	46.0	28.6	50	"	"	"	"	"	X
103-65-1	n-Propylbenzene	< 46.0		µg/kg dry	46.0	27.6	50	"	"	"	"	"	X
108-88-3	Toluene	< 46.0		µg/kg dry	46.0	41.2	50	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	< 46.0		µg/kg dry	46.0	15.0	50	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 46.0		µg/kg dry	46.0	45.6	50	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 92.0		µg/kg dry	92.0	69.2	50	"	"	"	"	"	X
95-47-6	o-Xylene	< 46.0		µg/kg dry	46.0	31.4	50	"	"	"	"	"	X
Surrogate recoveries:													
460-00-4	*4-Bromofluorobenzene*	*100*			*70-130 %*			"	"	"	"	"	
7-26-5	*Toluene-d8*	*103*			*70-130 %*			"	"	"	"	"	
30-07-0	*1,2-Dichloroethane-d4*	*98*			*70-130 %*			"	"	"	"	"	
1868-53-7	*Dibromofluoromethane*	*100*			*70-130 %*			"	"	"	"	"	
Semivolatile Organic Compounds by GCMS													
PAHs													
Prepared by method SW846 3545A													
83-32-9	Acenaphthene	< 375		µg/kg dry	375	42.2	1	SW846 8270D	29-Nov-11	30-Nov-11	ML	1124738	X
208-96-8	Acenaphthylene	< 375		µg/kg dry	375	42.9	1	"	"	"	"	"	X
120-12-7	Anthracene	< 375		µg/kg dry	375	44.1	1	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	< 375		µg/kg dry	375	43.6	1	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	< 375		µg/kg dry	375	49.5	1	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	< 375		µg/kg dry	375	45.2	1	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	< 375		µg/kg dry	375	57.5	1	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	< 375		µg/kg dry	375	66.3	1	"	"	"	"	"	X
218-01-9	Chrysene	< 375		µg/kg dry	375	44.7	1	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	< 375		µg/kg dry	375	51.8	1	"	"	"	"	"	X
206-44-0	Fluoranthene	< 375		µg/kg dry	375	68.6	1	"	"	"	"	"	X
86-73-7	Fluorene	< 375		µg/kg dry	375	47.7	1	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	< 375		µg/kg dry	375	69.3	1	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	< 375		µg/kg dry	375	55.0	1	"	"	"	"	"	
91-57-6	2-Methylnaphthalene	< 375		µg/kg dry	375	44.3	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 375		µg/kg dry	375	37.9	1	"	"	"	"	"	X
85-01-8	Phenanthrene	< 375		µg/kg dry	375	42.2	1	"	"	"	"	"	X
129-00-0	Pyrene	< 375		µg/kg dry	375	75.4	1	"	"	"	"	"	X
ogate recoveries:													
321-60-8	*2-Fluorobiphenyl*	*91*			*30-130 %*			"	"	"	"	"	

This laboratory report is not valid without an authorized signature on the cover page.

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT01-SA (5-7)	60236456	Soil	18-Nov-11 10:45	18-Nov-11
SB39636-04				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cer.
Semivolatile Organic Compounds by GCMS													
PAHs													
Prepared by method SW846 3545A													
1718-51-0	*Terphenyl-dl4*	*101*			*30-130 %*			SW846 8270D	29-Nov-11	30-Nov-11	ML	1124738	
Extractable Petroleum Hydrocarbons													
Fingerprinting by GC													
Prepared by method SW846 3545A													
	Total Petroleum Hydrocarbons	24.2		mg/kg dry	15.1	1.5	1	SW846 8100Mod.	29-Nov-11	30-Nov-11	SEW	1124740	
Surrogate recoveries:													
3386-33-2	*1-Chlorooctadecane*	*136*			*40-140 %*			"	"	"	"	"	
General Chemistry Parameters													
	% Solids	86.8		%			1	SM2540 G Mod.	29-Nov-11	29-Nov-11	DT	1124796	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT02-SA (1.5-2.5) SB39636-05	60236456	Soil	18-Nov-11 13:15	18-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
	VOC Extraction	Field extracted		N/A			1	VOC Soil Extraction	19-Nov-11	19-Nov-11	BD	1124194	
Volatile Organic Compounds			GS1										
Prepared by method SW846 5030 Soil (high level)							Initial weight: 26.57 g						
71-43-2	Benzene	< 348		µg/kg dry	348	183	500	SW846 8260C	28-Nov-11	28-Nov-11	naa	1124659	X
104-51-8	n-Butylbenzene	3,320		µg/kg dry	348	174	500	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	1,690		µg/kg dry	348	338	500	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	< 348		µg/kg dry	348	252	500	"	"	"	"	"	X
100-41-4	Ethylbenzene	< 348		µg/kg dry	348	212	500	"	"	"	"	"	X
98-82-8	Isopropylbenzene	550		µg/kg dry	348	175	500	"	"	"	"	"	X
99-87-6	4-Isopropyltoluene	2,110		µg/kg dry	348	144	500	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 348		µg/kg dry	348	253	500	"	"	"	"	"	X
91-20-3	Naphthalene	6,850		µg/kg dry	348	216	500	"	"	"	"	"	X
103-65-1	n-Propylbenzene	1,500		µg/kg dry	348	209	500	"	"	"	"	"	X
108-88-3	Toluene	< 348		µg/kg dry	348	312	500	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	13,300		µg/kg dry	348	114	500	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	5,230		µg/kg dry	348	345	500	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 696		µg/kg dry	696	675	500	"	"	"	"	"	X
95-47-6	o-Xylene	< 348		µg/kg dry	348	238	500	"	"	"	"	"	X
Surrogate recoveries:													
460-00-4	*4-Bromofluorobenzene*	*108*			*70-130 %*			"	"	"	"	"	
7-26-5	*Toluene-d8*	*103*			*70-130 %*			"	"	"	"	"	
60-07-0	*1,2-Dichloroethane-d4*	*101*			*70-130 %*			"	"	"	"	"	
1868-53-7	*Dibromofluoromethane*	*102*			*70-130 %*			"	"	"	"	"	
Semivolatile Organic Compounds by GCMS													
PAHs													
Prepared by method SW846 3545A													
83-32-9	Acenaphthene	< 354		µg/kg dry	354	39.9	1	SW846 8270D	29-Nov-11	29-Nov-11	ML	1124738	X
208-96-8	Acenaphthylene	< 354		µg/kg dry	354	40.5	1	"	"	"	"	"	X
120-12-7	Anthracene	< 354		µg/kg dry	354	41.6	1	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	< 354		µg/kg dry	354	41.2	1	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	< 354		µg/kg dry	354	46.7	1	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	< 354		µg/kg dry	354	42.7	1	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	< 354		µg/kg dry	354	54.2	1	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	< 354		µg/kg dry	354	62.6	1	"	"	"	"	"	X
218-01-9	Chrysene	< 354		µg/kg dry	354	42.2	1	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	< 354		µg/kg dry	354	48.9	1	"	"	"	"	"	X
206-44-0	Fluoranthene	< 354		µg/kg dry	354	64.8	1	"	"	"	"	"	X
86-73-7	Fluorene	< 354		µg/kg dry	354	45.0	1	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	< 354		µg/kg dry	354	65.4	1	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	5,700		µg/kg dry	354	51.9	1	"	"	"	"	"	
91-57-6	2-Methylnaphthalene	7,080		µg/kg dry	354	41.8	1	"	"	"	"	"	X
91-20-3	Naphthalene	3,910		µg/kg dry	354	35.8	1	"	"	"	"	"	X
85-01-8	Phenanthrene	< 354		µg/kg dry	354	39.9	1	"	"	"	"	"	X
129-00-0	Pyrene	< 354		µg/kg dry	354	71.2	1	"	"	"	"	"	X
ogate recoveries:													
321-60-8	*2-Fluorobiphenyl*	*107*			*30-130 %*			"	"	"	"	"	

This laboratory report is not valid without an authorized signature on the cover page.

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT02-SA (1.5-2.5)	60236456	Soil	18-Nov-11 13:15	18-Nov-11
SB39636-05				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert
Semivolatile Organic Compounds by GCMS													
PAHs													
Prepared by method SW846 3545A													
1718-51-0	*Terphenyl-dl4*	*82*			*30-130 %*			SW846 8270D	29-Nov-11	29-Nov-11	ML	1124738	
Semivolatile Organic Compounds by GC													
Polychlorinated Biphenyls													
Prepared by method SW846 3545A													
12674-11-2	Aroclor-1016	< 21.1		µg/kg dry	21.1	10.5	1	SW846 8082A	22-Nov-11	22-Nov-11	SM	1124331	X
11104-28-2	Aroclor-1221	< 21.1		µg/kg dry	21.1	19.0	1	"	"	"	"	"	X
11141-16-5	Aroclor-1232	< 21.1		µg/kg dry	21.1	13.6	1	"	"	"	"	"	X
53469-21-9	Aroclor-1242	< 21.1		µg/kg dry	21.1	12.4	1	"	"	"	"	"	X
12672-29-6	Aroclor-1248	< 21.1		µg/kg dry	21.1	10.4	1	"	"	"	"	"	X
11097-69-1	Aroclor-1254	< 21.1		µg/kg dry	21.1	15.5	1	"	"	"	"	"	X
11096-82-5	Aroclor-1260	< 21.1		µg/kg dry	21.1	8.09	1	"	"	"	"	"	X
37324-23-5	Aroclor-1262	< 21.1		µg/kg dry	21.1	19.7	1	"	"	"	"	"	X
11100-14-4	Aroclor-1268	< 21.1		µg/kg dry	21.1	6.63	1	"	"	"	"	"	X
Surrogate recoveries:													
10386-84-2	*4,4-DB-Octafluorobiphenyl (Sr)*	*95*			*30-150 %*			"	"	"	"	"	
10386-84-2	*4,4-DB-Octafluorobiphenyl (Sr) [2C]*	*95*			*30-150 %*			"	"	"	"	"	
2051-24-3	*Decachlorobiphenyl (Sr)*	*105*			*30-150 %*			"	"	"	"	"	
2051-24-3	*Decachlorobiphenyl (Sr) [2C]*	*120*			*30-150 %*			"	"	"	"	"	
Extractable Petroleum Hydrocarbons													
Fingerprinting by GC			R01										
Prepared by method SW846 3545A													
	Total Petroleum Hydrocarbons	1,920		mg/kg dry	71.3	7.1	5	SW846 8100Mod.	29-Nov-11	01-Dec-11	SEW	1124740	
Surrogate recoveries:													
3386-33-2	*1-Chlorooctadecane*	*120*			*40-140 %*			"	"	"	"	"	
Total Metals by EPA 6000/7000 Series Methods													
7440-22-4	Silver	< 1.53		mg/kg dry	1.53	0.236	1	SW846 6010C	23-Nov-11	30-Nov-11	ARF	1124369	X
7440-38-2	Arsenic	7.03		mg/kg dry	1.53	0.246	1	"	"	"	"	"	X
7440-39-3	Barium	54.9		mg/kg dry	1.02	0.247	1	"	"	"	"	"	X
7440-43-9	Cadmium	0.644		mg/kg dry	0.511	0.0564	1	"	"	"	"	"	X
7440-47-3	Chromium	6.59		mg/kg dry	1.02	0.372	1	"	"	01-Dec-11	"	"	X
7439-97-6	Mercury	< 0.0298		mg/kg dry	0.0298	0.0061	1	SW846 7471B	"	28-Nov-11	EDT	1124371	X
7439-92-1	Lead	11.4		mg/kg dry	1.53	0.182	1	SW846 6010C	"	30-Nov-11	ARF	1124369	X
7782-49-2	Selenium	< 1.53		mg/kg dry	1.53	0.226	1	"	"	"	"	"	X
General Chemistry Parameters													
	% Solids	92.2		%			1	SM2540 G Mod.	29-Nov-11	29-Nov-11	DT	1124796	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT02-SA (5-7)	60236456	Soil	18-Nov-11 13:15	18-Nov-11
SB39636-06				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
	VOC Extraction	Field extracted		N/A			1	VOC Soil Extraction	19-Nov-11	19-Nov-11	BD	1124194	
Volatile Organic Compounds			R05										
Prepared by method SW846 5030 Soil (high level)						Initial weight: 21.79 g							
71-43-2	Benzene	< 871		µg/kg dry	871	457	1000	SW846 8260C	28-Nov-11	28-Nov-11	naa	1124659	X
104-51-8	n-Butylbenzene	21,500		µg/kg dry	871	435	1000	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	14,400		µg/kg dry	871	845	1000	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	2,220		µg/kg dry	871	630	1000	"	"	"	"	"	X
100-41-4	Ethylbenzene	< 871		µg/kg dry	871	531	1000	"	"	"	"	"	X
98-82-8	Isopropylbenzene	7,110		µg/kg dry	871	437	1000	"	"	"	"	"	X
99-87-6	4-Isopropyltoluene	< 871		µg/kg dry	871	361	1000	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 871		µg/kg dry	871	633	1000	"	"	"	"	"	X
91-20-3	Naphthalene	25,400		µg/kg dry	871	541	1000	"	"	"	"	"	X
103-65-1	n-Propylbenzene	18,600		µg/kg dry	871	523	1000	"	"	"	"	"	X
108-88-3	Toluene	< 871		µg/kg dry	871	781	1000	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	< 871		µg/kg dry	871	285	1000	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 871		µg/kg dry	871	863	1000	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 1740		µg/kg dry	1740	1690	1000	"	"	"	"	"	X
95-47-6	o-Xylene	< 871		µg/kg dry	871	595	1000	"	"	"	"	"	X
Surrogate recoveries:													
460-00-4	*4-Bromofluorobenzene*	*120*			*70-130 %*			"	"	"	"	"	
2-26-5	*Toluene-d8*	*105*			*70-130 %*			"	"	"	"	"	
960-07-0	*1,2-Dichloroethane-d4*	*100*			*70-130 %*			"	"	"	"	"	
1868-53-7	*Dibromofluoromethane*	*102*			*70-130 %*			"	"	"	"	"	
Semivolatile Organic Compounds by GCMS													
PAHs			GS1										
Prepared by method SW846 3545A													
83-32-9	Acenaphthene	< 17800		µg/kg dry	17800	2000	50	SW846 8270D	29-Nov-11	30-Nov-11	ML	1124738	X
208-96-8	Acenaphthylene	< 17800		µg/kg dry	17800	2030	50	"	"	"	"	"	X
120-12-7	Anthracene	< 17800		µg/kg dry	17800	2090	50	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	< 17800		µg/kg dry	17800	2070	50	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	< 17800		µg/kg dry	17800	2350	50	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	< 17800		µg/kg dry	17800	2140	50	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	< 17800		µg/kg dry	17800	2720	50	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	< 17800		µg/kg dry	17800	3140	50	"	"	"	"	"	X
218-01-9	Chrysene	< 17800		µg/kg dry	17800	2120	50	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	< 17800		µg/kg dry	17800	2450	50	"	"	"	"	"	X
206-44-0	Fluoranthene	< 17800		µg/kg dry	17800	3250	50	"	"	"	"	"	X
86-73-7	Fluorene	< 17800		µg/kg dry	17800	2260	50	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	< 17800		µg/kg dry	17800	3280	50	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	72,000		µg/kg dry	17800	2600	50	"	"	"	"	"	
91-57-6	2-Methylnaphthalene	100,000		µg/kg dry	17800	2100	50	"	"	"	"	"	X
91-20-3	Naphthalene	20,600		µg/kg dry	17800	1600	50	"	"	"	"	"	X
85-01-8	Phenanthrene	< 17800		µg/kg dry	17800	2000	50	"	"	"	"	"	X
129-00-0	Pyrene	< 17800		µg/kg dry	17800	3570	50	"	"	"	"	"	X
ogate recoveries:													
321-60-8	*2-Fluorobiphenyl*	*128*			*30-130 %*			"	"	"	"	"	

This laboratory report is not valid without an authorized signature on the cover page.

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT02-SA (5-7)	60236456	Soil	18-Nov-11 13:15	18-Nov-11
SB39636-06				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cer.
Semivolatile Organic Compounds by GCMS													
PAHs			GS1										
Prepared by method SW846 3545A													
1718-51-0	*Terphenyl-dl4*	*108*			*30-130 %*			SW846 8270D	29-Nov-11	30-Nov-11	ML	1124738	
Extractable Petroleum Hydrocarbons													
Fingerprinting by GC			R01										
Prepared by method SW846 3545A													
	Total Petroleum Hydrocarbons	16,200		mg/kg dry	356	35.8	25	SW846 8100Mod.	29-Nov-11	01-Dec-11	SEW	1124740	
Surrogate recoveries:													
3386-33-2	*1-Chlorooctadecane*	*41*			*40-140 %*			"	"	"	"	"	
General Chemistry Parameters													
	% Solids	90.2		%			1	SM2540 G Mod.	29-Nov-11	29-Nov-11	DT	1124796	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT06-SA SB39636-07	60236456	Ground Water	18-Nov-11 09:30	18-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Volatile Organic Compounds			PH										
Prepared by method SW846 5030 Water MS													
76-13-1	1,1,2-Trichlorotrifluoroethane (Freon 113)	< 1.0		µg/l	1.0	0.6	1	SW846 8260C	30-Nov-11	01-Dec-11	JRO	1124902	X
67-64-1	Acetone	< 40.0	R03	µg/l	40.0	10.2	1	"	"	"	"	"	X
107-13-1	Acrylonitrile	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
71-43-2	Benzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-86-1	Bromobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	
74-97-5	Bromochloromethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-27-4	Bromodichloromethane	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
75-25-2	Bromoform	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
74-83-9	Bromomethane	< 2.0		µg/l	2.0	1.1	1	"	"	"	"	"	X
78-93-3	2-Butanone (MEK)	< 10.0		µg/l	10.0	1.7	1	"	"	"	"	"	X
104-51-8	n-Butylbenzene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-15-0	Carbon disulfide	< 2.0		µg/l	2.0	0.6	1	"	"	"	"	"	X
56-23-5	Carbon tetrachloride	< 1.0		µg/l	1.0	0.5	1	"	"	"	"	"	X
108-90-7	Chlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-00-3	Chloroethane	< 2.0		µg/l	2.0	1.0	1	"	"	"	"	"	X
67-66-3	Chloroform	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
'-3	Chloromethane	< 2.0		µg/l	2.0	1.5	1	"	"	"	"	"	X
-49-8	2-Chlorotoluene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
106-43-4	4-Chlorotoluene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
96-12-8	1,2-Dibromo-3-chloropropane	< 2.0		µg/l	2.0	0.9	1	"	"	"	"	"	X
124-48-1	Dibromochloromethane	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
106-93-4	1,2-Dibromoethane (EDB)	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
74-95-3	Dibromomethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
95-50-1	1,2-Dichlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
75-71-8	Dichlorodifluoromethane (Freon12)	< 2.0		µg/l	2.0	0.4	1	"	"	"	"	"	X
75-34-3	1,1-Dichloroethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
107-06-2	1,2-Dichloroethane	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
75-35-4	1,1-Dichloroethene	< 1.0		µg/l	1.0	0.5	1	"	"	"	"	"	X
156-59-2	cis-1,2-Dichloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
156-60-5	trans-1,2-Dichloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
78-87-5	1,2-Dichloropropane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
142-28-9	1,3-Dichloropropane	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
594-20-7	2,2-Dichloropropane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
563-58-6	1,1-Dichloropropene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
10061-01-5	cis-1,3-Dichloropropene	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
10061-02-6	trans-1,3-Dichloropropene	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
'1-4	Ethylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
-3	Hexachlorobutadiene	< 0.5		µg/l	0.5	0.4	1	"	"	"	"	"	X
591-78-6	2-Hexanone (MBK)	< 10.0		µg/l	10.0	0.5	1	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT06-SA SB39636-07	60236456	Ground Water	18-Nov-11 09:30	18-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Ce
Volatile Organic Compounds													
Volatile Organic Compounds			PH										
Prepared by method SW846 5030 Water MS													
98-82-8	Isopropylbenzene	< 1.0		µg/l	1.0	0.6	1	SW846 8260C	30-Nov-11	01-Dec-11	JRO	1124902	X
99-87-6	4-Isopropyltoluene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-10-1	4-Methyl-2-pentanone (MIBK)	< 10.0		µg/l	10.0	0.9	1	"	"	"	"	"	X
75-09-2	Methylene chloride	< 2.0		µg/l	2.0	0.7	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 1.0		µg/l	1.0	0.3	1	"	"	"	"	"	X
103-65-1	n-Propylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
100-42-5	Styrene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
630-20-6	1,1,1,2-Tetrachloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-34-5	1,1,2,2-Tetrachloroethane	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
127-18-4	Tetrachloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-88-3	Toluene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
87-61-6	1,2,3-Trichlorobenzene	< 1.0		µg/l	1.0	0.4	1	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 1.0		µg/l	1.0	0.4	1	"	"	"	"	"	X
108-70-3	1,3,5-Trichlorobenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	
71-55-6	1,1,1-Trichloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-00-5	1,1,2-Trichloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-01-6	Trichloroethene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
75-69-4	Trichlorofluoromethane (Freon 11)	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
96-18-4	1,2,3-Trichloropropane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-01-4	Vinyl chloride	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 2.0		µg/l	2.0	1.6	1	"	"	"	"	"	X
95-47-6	o-Xylene	< 1.0		µg/l	1.0	0.9	1	"	"	"	"	"	X
109-99-9	Tetrahydrofuran	< 2.0		µg/l	2.0	1.4	1	"	"	"	"	"	
60-29-7	Ethyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	
994-05-8	Tert-amyl methyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
637-92-3	Ethyl tert-butyl ether	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
108-20-3	Di-isopropyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-65-0	Tert-Butanol / butyl alcohol	< 10.0		µg/l	10.0	8.6	1	"	"	"	"	"	X
123-91-1	1,4-Dioxane	< 20.0		µg/l	20.0	14.0	1	"	"	"	"	"	X
110-57-6	trans-1,4-Dichloro-2-buten e	< 5.0		µg/l	5.0	0.8	1	"	"	"	"	"	X
64-17-5	Ethanol	< 400		µg/l	400	35.7	1	"	"	"	"	"	X
Surrogate recoveries:													
460-00-4	*4-Bromofluorobenzene*	*94*			*70-130 %*			"	"	"	"	"	
2037-26-5	*Toluene-d8*	*100*			*70-130 %*			"	"	"	"	"	
17060-07-0	*1,2-Dichloroethane-d4*	*109*			*70-130 %*			"	"	"	"	"	
1868-53-7	*Dibromofluoromethane*	*105*			*70-130 %*			"	"	"	"	"	
Tentatively Identified Compounds by GC/MS													
Prepared by method SW846 5030 Water MS													

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT06-SA SB39636-07	60236456	Ground Water	18-Nov-11 09:30	18-Nov-11

S No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Tentatively Identified Compounds by GC/MS Prepared by method SW846 5030 Water MS													
	Tentatively Identified Compounds	None found		µg/l			1	SW846 8260C TICs	30-Nov-11	01-Dec-11	JRO	1124902	
Organic Compounds by Modified SW846 8015													
Glycol Analysis Prepared by method SW846 8015 Mod.													
111-46-6	Diethylene glycol	< 20.0		mg/l	20.0	3.93	1	SW846 8015 Mod	28-Nov-11	28-Nov-11	SEW	1124624	
107-21-1	Ethylene glycol	< 10.0		mg/l	10.0	6.13	1	"	"	"	"	"	
111-76-2	Ethylene glycol monobutyl ether	< 10.0		mg/l	10.0	2.10	1	"	"	"	"	"	
57-55-6	Propylene glycol	< 10.0		mg/l	10.0	6.42	1	"	"	"	"	"	
Surrogate recoveries:													
71-41-0	*1-Pentanol*	*89*			*40-140 %*			"	"	"	"	"	
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds Prepared by method SW846 3510C													
83-32-9	Acenaphthene	< 5.68		µg/l	5.68	0.920	1	SW846 8270D	23-Nov-11	30-Nov-11	MSL	1124503	X
208-96-8	Acenaphthylene	< 5.68		µg/l	5.68	1.15	1	"	"	"	"	"	X
62-53-3	Aniline	< 5.68		µg/l	5.68	2.42	1	"	"	"	"	"	X
120-12-7	Anthracene	< 5.68		µg/l	5.68	0.841	1	"	"	"	"	"	X
33-3	Azobenzene/Diphenyldiazine	< 5.68		µg/l	5.68	1.22	1	"	"	"	"	"	
92-87-5	Benzidine	< 5.68		µg/l	5.68	3.38	1	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	< 5.68		µg/l	5.68	0.636	1	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	< 5.68		µg/l	5.68	0.955	1	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	< 5.68		µg/l	5.68	1.09	1	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	< 5.68		µg/l	5.68	1.65	1	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	< 5.68		µg/l	5.68	1.73	1	"	"	"	"	"	X
65-85-0	Benzoic acid	< 5.68		µg/l	5.68	1.76	1	"	"	"	"	"	X
100-51-6	Benzyl alcohol	< 5.68		µg/l	5.68	1.74	1	"	"	"	"	"	X
111-91-1	Bis(2-chloroethoxy)methane	< 5.68		µg/l	5.68	1.20	1	"	"	"	"	"	X
111-44-4	Bis(2-chloroethyl)ether	< 5.68		µg/l	5.68	1.27	1	"	"	"	"	"	X
108-60-1	Bis(2-chloroisopropyl)ether	< 5.68		µg/l	5.68	1.40	1	"	"	"	"	"	X
117-81-7	Bis(2-ethylhexyl)phthalate	< 5.68		µg/l	5.68	1.91	1	"	"	"	"	"	X
101-55-3	4-Bromophenyl phenyl ether	< 5.68		µg/l	5.68	1.49	1	"	"	"	"	"	X
85-68-7	Butyl benzyl phthalate	< 5.68		µg/l	5.68	0.852	1	"	"	"	"	"	X
86-74-8	Carbazole	< 5.68		µg/l	5.68	2.30	1	"	"	"	"	"	X
59-50-7	4-Chloro-3-methylphenol	< 5.68		µg/l	5.68	1.65	1	"	"	"	"	"	X
106-47-8	4-Chloroaniline	< 5.68		µg/l	5.68	1.34	1	"	"	"	"	"	X
91-58-7	2-Chloronaphthalene	< 5.68		µg/l	5.68	0.750	1	"	"	"	"	"	X
95-57-8	2-Chlorophenol	< 5.68		µg/l	5.68	0.955	1	"	"	"	"	"	X
7005-72-3	4-Chlorophenyl phenyl ether	< 5.68		µg/l	5.68	1.11	1	"	"	"	"	"	X
1-9	Chrysene	< 5.68		µg/l	5.68	0.750	1	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	< 5.68		µg/l	5.68	1.49	1	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT06-SA SB39636-07	60236456	Ground Water	18-Nov-11 09:30	18-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cer.
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds Prepared by method SW846 3510C													
132-64-9	Dibenzofuran	< 5.68		µg/l	5.68	0.750	1	SW846 8270D	23-Nov-11	30-Nov-11	MSL	1124503	X
95-50-1	1,2-Dichlorobenzene	< 5.68		µg/l	5.68	0.966	1	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 5.68		µg/l	5.68	1.53	1	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 5.68		µg/l	5.68	0.818	1	"	"	"	"	"	X
91-94-1	3,3'-Dichlorobenzidine	< 5.68		µg/l	5.68	2.30	1	"	"	"	"	"	X
120-83-2	2,4-Dichlorophenol	< 5.68		µg/l	5.68	1.51	1	"	"	"	"	"	X
84-66-2	Diethyl phthalate	< 5.68		µg/l	5.68	1.40	1	"	"	"	"	"	X
131-11-3	Dimethyl phthalate	< 5.68		µg/l	5.68	0.966	1	"	"	"	"	"	X
105-67-9	2,4-Dimethylphenol	< 5.68		µg/l	5.68	1.19	1	"	"	"	"	"	X
84-74-2	Di-n-butyl phthalate	< 5.68		µg/l	5.68	1.52	1	"	"	"	"	"	X
534-52-1	4,6-Dinitro-2-methylphenol	< 5.68		µg/l	5.68	2.18	1	"	"	"	"	"	X
51-28-5	2,4-Dinitrophenol	< 5.68		µg/l	5.68	3.65	1	"	"	"	"	"	X
121-14-2	2,4-Dinitrotoluene	< 5.68		µg/l	5.68	1.45	1	"	"	"	"	"	X
606-20-2	2,6-Dinitrotoluene	< 5.68		µg/l	5.68	1.24	1	"	"	"	"	"	X
117-84-0	Di-n-octyl phthalate	< 5.68		µg/l	5.68	1.50	1	"	"	"	"	"	X
206-44-0	Fluoranthene	< 5.68		µg/l	5.68	2.43	1	"	"	"	"	"	X
86-73-7	Fluorene	< 5.68		µg/l	5.68	1.03	1	"	"	"	"	"	X
118-74-1	Hexachlorobenzene	< 5.68		µg/l	5.68	1.38	1	"	"	"	"	"	X
87-68-3	Hexachlorobutadiene	< 5.68		µg/l	5.68	1.50	1	"	"	"	"	"	X
77-47-4	Hexachlorocyclopentadiene	< 5.68		µg/l	5.68	1.53	1	"	"	"	"	"	X
67-72-1	Hexachloroethane	< 5.68		µg/l	5.68	1.27	1	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	< 5.68		µg/l	5.68	1.52	1	"	"	"	"	"	X
78-59-1	Isophorone	< 5.68		µg/l	5.68	1.22	1	"	"	"	"	"	X
91-57-6	2-Methylnaphthalene	< 5.68		µg/l	5.68	1.45	1	"	"	"	"	"	X
95-48-7	2-Methylphenol	< 5.68		µg/l	5.68	0.966	1	"	"	"	"	"	X
108-39-4, 106-44-5	3 & 4-Methylphenol	< 11.4		µg/l	11.4	1.24	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 5.68		µg/l	5.68	0.852	1	"	"	"	"	"	X
88-74-4	2-Nitroaniline	< 5.68		µg/l	5.68	1.20	1	"	"	"	"	"	X
99-09-2	3-Nitroaniline	< 5.68		µg/l	5.68	1.81	1	"	"	"	"	"	X
100-01-6	4-Nitroaniline	< 22.7		µg/l	22.7	5.19	1	"	"	"	"	"	X
98-95-3	Nitrobenzene	< 5.68		µg/l	5.68	1.09	1	"	"	"	"	"	X
88-75-5	2-Nitrophenol	< 5.68		µg/l	5.68	1.49	1	"	"	"	"	"	X
100-02-7	4-Nitrophenol	< 22.7		µg/l	22.7	2.92	1	"	"	"	"	"	X
62-75-9	N-Nitrosodimethylamine	< 5.68		µg/l	5.68	2.38	1	"	"	"	"	"	X
621-64-7	N-Nitrosodi-n-propylamine	< 5.68		µg/l	5.68	1.26	1	"	"	"	"	"	X
86-30-6	N-Nitrosodiphenylamine	< 5.68		µg/l	5.68	1.30	1	"	"	"	"	"	X
87-86-5	Pentachlorophenol	< 22.7		µg/l	22.7	2.02	1	"	"	"	"	"	X
85-01-8	Phenanthrene	< 5.68		µg/l	5.68	0.682	1	"	"	"	"	"	X
108-95-2	Phenol	< 5.68		µg/l	5.68	1.19	1	"	"	"	"	"	X
129-00-0	Pyrene	< 5.68		µg/l	5.68	2.61	1	"	"	"	"	"	X
110-86-1	Pyridine	< 5.68		µg/l	5.68	2.08	1	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 5.68		µg/l	5.68	1.12	1	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	< 5.68		µg/l	5.68	1.25	1	"	"	"	"	"	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT06-SA SB39636-07	60236456	Ground Water	18-Nov-11 09:30	18-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds Prepared by method SW846 3510C													
95-95-4	2,4,5-Trichlorophenol	< 5.68		µg/l	5.68	1.67	1	SW846 8270D	23-Nov-11	30-Nov-11	MSL	1124503	X
88-06-2	2,4,6-Trichlorophenol	< 5.68		µg/l	5.68	1.10	1	"	"	"	"	"	X
82-68-8	Pentachloronitrobenzene	< 5.68		µg/l	5.68	1.83	1	"	"	"	"	"	X
95-94-3	1,2,4,5-Tetrachlorobenzene	< 5.68		µg/l	5.68	0.784	1	"	"	"	"	"	X
Surrogate recoveries:													
321-60-8	*2-Fluorobiphenyl*	*69*			*30-130 %*			"	"	"	"	"	
367-12-4	*2-Fluorophenol*	*46*			*15-110 %*			"	"	"	"	"	
4165-60-0	*Nitrobenzene-d5*	*69*			*30-130 %*			"	"	"	"	"	
4165-62-2	*Phenol-d5*	*33*			*15-110 %*			"	"	"	"	"	
1718-51-0	*Terphenyl-d14*	*79*			*30-130 %*			"	"	"	"	"	
118-79-6	*2,4,6-Tribromophenol*	*73*			*15-110 %*			"	"	"	"	"	
Tentatively Identified Compounds Prepared by method SW846 3510C													
	Tentatively Identified Compounds	None found		µg/l			1	8270D TICS	"	"	MSL	"	
Extractable Petroleum Hydrocarbons													
Fingerprinting by GC Prepared by method SW846 3510C													
	Total Petroleum Hydrocarbons	1.7		mg/l	0.2	0.02	1	SW846 8100Mod.	22-Nov-11	28-Nov-11	SEW	1124353	
Surrogate recoveries:													
3386-33-2	*1-Chlorooctadecane*	*64*			*40-140 %*			"	"	"	"	"	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT01-SA	60236456	Ground Water	18-Nov-11 11:00	18-Nov-11
SB39636-08				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Ce.
Volatile Organic Compounds													
Volatile Organic Compounds			PH										
Prepared by method SW846 5030 Water MS													
76-13-1	1,1,2-Trichlorotrifluoroethane (Freon 113)	< 1.0		µg/l	1.0	0.6	1	SW846 8260C	30-Nov-11	01-Dec-11	JRO	1124902	X
67-64-1	Acetone	< 30.0	R03	µg/l	30.0	7.7	1	"	"	"	"	"	X
107-13-1	Acrylonitrile	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
71-43-2	Benzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-86-1	Bromobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	
74-97-5	Bromochloromethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-27-4	Bromodichloromethane	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
75-25-2	Bromoform	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
74-83-9	Bromomethane	< 2.0		µg/l	2.0	1.1	1	"	"	"	"	"	X
78-93-3	2-Butanone (MEK)	< 10.0		µg/l	10.0	1.7	1	"	"	"	"	"	X
104-51-8	n-Butylbenzene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-15-0	Carbon disulfide	< 2.0		µg/l	2.0	0.6	1	"	"	"	"	"	X
56-23-5	Carbon tetrachloride	< 1.0		µg/l	1.0	0.5	1	"	"	"	"	"	X
108-90-7	Chlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-00-3	Chloroethane	< 2.0		µg/l	2.0	1.0	1	"	"	"	"	"	X
67-66-3	Chloroform	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
74-87-3	Chloromethane	< 2.0		µg/l	2.0	1.5	1	"	"	"	"	"	
95-49-8	2-Chlorotoluene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
106-43-4	4-Chlorotoluene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
96-12-8	1,2-Dibromo-3-chloropropane	< 2.0		µg/l	2.0	0.9	1	"	"	"	"	"	X
124-48-1	Dibromochloromethane	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
106-93-4	1,2-Dibromoethane (EDB)	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
74-95-3	Dibromomethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
95-50-1	1,2-Dichlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
75-71-8	Dichlorodifluoromethane (Freon12)	< 2.0		µg/l	2.0	0.4	1	"	"	"	"	"	X
75-34-3	1,1-Dichloroethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
107-06-2	1,2-Dichloroethane	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
75-35-4	1,1-Dichloroethene	< 1.0		µg/l	1.0	0.5	1	"	"	"	"	"	X
156-59-2	cis-1,2-Dichloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
156-60-5	trans-1,2-Dichloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
78-87-5	1,2-Dichloropropane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
142-28-9	1,3-Dichloropropane	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
594-20-7	2,2-Dichloropropane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
563-58-6	1,1-Dichloropropene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
10061-01-5	cis-1,3-Dichloropropene	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
10061-02-6	trans-1,3-Dichloropropene	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
100-41-4	Ethylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	
87-68-3	Hexachlorobutadiene	< 0.5		µg/l	0.5	0.4	1	"	"	"	"	"	X
591-78-6	2-Hexanone (MBK)	< 10.0		µg/l	10.0	0.5	1	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT01-SA	60236456	Ground Water	18-Nov-11 11:00	18-Nov-11
SB39636-08				

S No.	*Analyte(s)*	*Result*	*Flag*	*Units*	**RDL*	*MDL*	*Dilution*	*Method Ref.*	*Prepared*	*Analyzed*	*Analyst*	*Batch*	*Cert.*
Volatile Organic Compounds													
Volatile Organic Compounds			PH										
Prepared by method SW846 5030 Water MS													
98-82-8	Isopropylbenzene	< 1.0		µg/l	1.0	0.6	1	SW846 8260C	30-Nov-11	01-Dec-11	JRO	1124902	X
99-87-6	4-Isopropyltoluene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-10-1	4-Methyl-2-pentanone (MIBK)	< 10.0		µg/l	10.0	0.9	1	"	"	"	"	"	X
75-09-2	Methylene chloride	< 2.0		µg/l	2.0	0.7	1	"	"	"	"	"	X
91-20-3	Naphthalene	70.2		µg/l	1.0	0.3	1	"	"	"	"	"	X
103-65-1	n-Propylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
100-42-5	Styrene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
630-20-6	1,1,1,2-Tetrachloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-34-5	1,1,2,2-Tetrachloroethane	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
127-18-4	Tetrachloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-88-3	Toluene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
87-61-6	1,2,3-Trichlorobenzene	< 1.0		µg/l	1.0	0.4	1	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 1.0		µg/l	1.0	0.4	1	"	"	"	"	"	X
108-70-3	1,3,5-Trichlorobenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	
71-55-6	1,1,1-Trichloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-00-5	1,1,2-Trichloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-01-6	Trichloroethene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
75-69-4	Trichlorofluoromethane (Freon 11)	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
96-18-4	1,2,3-Trichloropropane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	5.4		µg/l	1.0	0.8	1	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	14.8		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-01-4	Vinyl chloride	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 2.0		µg/l	2.0	1.6	1	"	"	"	"	"	X
95-47-6	o-Xylene	< 1.0		µg/l	1.0	0.9	1	"	"	"	"	"	X
109-99-9	Tetrahydrofuran	< 2.0		µg/l	2.0	1.4	1	"	"	"	"	"	
60-29-7	Ethyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	
994-05-8	Tert-amyl methyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
637-92-3	Ethyl tert-butyl ether	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
108-20-3	Di-isopropyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-65-0	Tert-Butanol / butyl alcohol	< 10.0		µg/l	10.0	8.6	1	"	"	"	"	"	X
123-91-1	1,4-Dioxane	< 20.0		µg/l	20.0	14.0	1	"	"	"	"	"	X
110-57-6	trans-1,4-Dichloro-2-buten e	< 5.0		µg/l	5.0	0.8	1	"	"	"	"	"	X
64-17-5	Ethanol	< 400		µg/l	400	35.7	1	"	"	"	"	"	X
Surrogate recoveries:													
460-00-4	*4-Bromofluorobenzene*	*97*			*70-130 %*			"	"	"	"	"	
2037-26-5	*Toluene-d8*	*100*			*70-130 %*			"	"	"	"	"	
17060-07-0	*1,2-Dichloroethane-d4*	*109*			*70-130 %*			"	"	"	"	"	
1868-53-7	*Dibromofluoromethane*	*107*			*70-130 %*			"	"	"	"	"	

Tatively Identified Compounds by GC/MS
pared by method SW846 5030 Water MS

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT01-SA	60236456	Ground Water	18-Nov-11 11:00	18-Nov-11
SB39636-08				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Ce
Volatile Organic Compounds													
Tentatively Identified Compounds by GC/MS													
Prepared by method SW846 5030 Water MS													
	1H-Indene, 2,3-dihydro-4,7-...	54.7	TIC	µg/l			1	SW846 8260C TICs	30-Nov-11	01-Dec-11	JRO	1124902	
488-23-3	Benzene, 1,2,3,4-tetramethyl-	160	TIC	µg/l			1	"	"	"	"	"	
527-53-7	Benzene, 1,2,3,5-tetramethyl-	74.6	TIC	µg/l			1	"	"	"	"	"	
95-93-2	Benzene, 1,2,4,5-tetramethyl-	48.9	TIC	µg/l			1	"	"	"	"	"	
002039-89-6	Benzene, 2-ethenyl-1,4-dime...	92.1	TIC	µg/l			1	"	"	"	"	"	
003877-19-8	Naphthalene, 1,2,3,4-tetrah... (01)	81.9	TIC	µg/l			1	"	"	"	"	"	
000090-12-0	Naphthalene, 1-methyl- (02)	103	TIC	µg/l			1	"	"	"	"	"	
Organic Compounds by Modified SW846 8015													
Glycol Analysis													
Prepared by method SW846 8015 Mod.													
111-46-6	Diethylene glycol	< 20.0		mg/l	20.0	3.93	1	SW846 8015 Mod	28-Nov-11	28-Nov-11	SEW	1124624	
107-21-1	Ethylene glycol	< 10.0		mg/l	10.0	6.13	1	"	"	"	"	"	
111-76-2	Ethylene glycol monobutyl ether	< 10.0		mg/l	10.0	2.10	1	"	"	"	"	"	
57-55-6	Propylene glycol	< 10.0		mg/l	10.0	6.42	1	"	"	"	"	"	
Surrogate recoveries:													
71-41-0	*1-Pentanol*	92			*40-140 %*			"	"	"	"	"	
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds			R01										
Prepared by method SW846 3510C													
83-32-9	Acenaphthene	< 29.4		µg/l	29.4	4.76	5	SW846 8270D	23-Nov-11	01-Dec-11	ML	1124503	X
208-96-8	Acenaphthylene	< 29.4		µg/l	29.4	5.94	5	"	"	"	"	"	X
62-53-3	Aniline	< 29.4		µg/l	29.4	12.5	5	"	"	"	"	"	X
120-12-7	Anthracene	< 29.4		µg/l	29.4	4.35	5	"	"	"	"	"	X
103-33-3	Azobenzene/Diphenyldiazine	< 29.4		µg/l	29.4	6.29	5	"	"	"	"	"	
92-87-5	Benzidine	< 29.4		µg/l	29.4	17.5	5	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	< 29.4		µg/l	29.4	3.29	5	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	< 29.4		µg/l	29.4	4.94	5	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	< 29.4		µg/l	29.4	5.65	5	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	< 29.4		µg/l	29.4	8.53	5	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	< 29.4		µg/l	29.4	8.94	5	"	"	"	"	"	X
65-85-0	Benzoic acid	< 29.4		µg/l	29.4	9.24	5	"	"	"	"	"	X
100-51-6	Benzyl alcohol	< 29.4		µg/l	29.4	9.00	5	"	"	"	"	"	X
111-91-1	Bis(2-chloroethoxy)methane	< 29.4		µg/l	29.4	6.24	5	"	"	"	"	"	X
111-44-4	Bis(2-chloroethyl)ether	< 29.4		µg/l	29.4	6.59	5	"	"	"	"	"	X
108-60-1	Bis(2-chloroisopropyl)ether	< 29.4		µg/l	29.4	7.24	5	"	"	"	"	"	X
117-81-7	Bis(2-ethylhexyl)phthalate	< 29.4		µg/l	29.4	9.88	5	"	"	"	"	"	X
101-55-3	4-Bromophenyl phenyl ether	< 29.4		µg/l	29.4	7.71	5	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT01-SA SB39636-08	60236456	Ground Water	18-Nov-11 11:00	18-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds			R01										
Prepared by method SW846 3510C													
85-68-7	Butyl benzyl phthalate	< 29.4		µg/l	29.4	4.41	5	SW846 8270D	23-Nov-11	01-Dec-11	ML	1124503	X
86-74-8	Carbazole	< 29.4		µg/l	29.4	11.9	5	"	"	"	"	"	X
59-50-7	4-Chloro-3-methylphenol	< 29.4		µg/l	29.4	8.53	5	"	"	"	"	"	X
106-47-8	4-Chloroaniline	< 29.4		µg/l	29.4	6.94	5	"	"	"	"	"	X
91-58-7	2-Chloronaphthalene	< 29.4		µg/l	29.4	3.88	5	"	"	"	"	"	X
95-57-8	2-Chlorophenol	< 29.4		µg/l	29.4	4.94	5	"	"	"	"	"	X
7005-72-3	4-Chlorophenyl phenyl ether	< 29.4		µg/l	29.4	5.76	5	"	"	"	"	"	X
218-01-9	Chrysene	< 29.4		µg/l	29.4	3.88	5	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	< 29.4		µg/l	29.4	7.71	5	"	"	"	"	"	X
132-64-9	Dibenzofuran	< 29.4		µg/l	29.4	3.88	5	"	"	"	"	"	X
95-50-1	1,2-Dichlorobenzene	< 29.4		µg/l	29.4	5.00	5	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 29.4		µg/l	29.4	7.94	5	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 29.4		µg/l	29.4	4.24	5	"	"	"	"	"	X
91-94-1	3,3'-Dichlorobenzidine	< 29.4		µg/l	29.4	11.9	5	"	"	"	"	"	X
120-83-2	2,4-Dichlorophenol	< 29.4		µg/l	29.4	7.82	5	"	"	"	"	"	X
84-66-2	Diethyl phthalate	< 29.4		µg/l	29.4	7.24	5	"	"	"	"	"	X
131-11-3	Dimethyl phthalate	< 29.4		µg/l	29.4	5.00	5	"	"	"	"	"	X
105-67-9	2,4-Dimethylphenol	< 29.4		µg/l	29.4	6.18	5	"	"	"	"	"	X
2	Di-n-butyl phthalate	< 29.4		µg/l	29.4	7.88	5	"	"	"	"	"	X
534-52-1	4,6-Dinitro-2-methylphenol	< 29.4		µg/l	29.4	11.3	5	"	"	"	"	"	X
51-28-5	2,4-Dinitrophenol	< 29.4		µg/l	29.4	18.9	5	"	"	"	"	"	X
121-14-2	2,4-Dinitrotoluene	< 29.4		µg/l	29.4	7.53	5	"	"	"	"	"	X
606-20-2	2,6-Dinitrotoluene	< 29.4		µg/l	29.4	6.41	5	"	"	"	"	"	X
117-84-0	Di-n-octyl phthalate	< 29.4		µg/l	29.4	7.76	5	"	"	"	"	"	X
206-44-0	Fluoranthene	< 29.4		µg/l	29.4	12.6	5	"	"	"	"	"	X
86-73-7	Fluorene	< 29.4		µg/l	29.4	5.35	5	"	"	"	"	"	X
118-74-1	Hexachlorobenzene	< 29.4		µg/l	29.4	7.12	5	"	"	"	"	"	X
87-68-3	Hexachlorobutadiene	< 29.4		µg/l	29.4	7.76	5	"	"	"	"	"	X
77-47-4	Hexachlorocyclopentadiene	< 29.4		µg/l	29.4	7.94	5	"	"	"	"	"	X
67-72-1	Hexachloroethane	< 29.4		µg/l	29.4	6.59	5	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	< 29.4		µg/l	29.4	7.88	5	"	"	"	"	"	X
78-59-1	Isophorone	< 29.4		µg/l	29.4	6.29	5	"	"	"	"	"	X
91-57-6	2-Methylnaphthalene	< 29.4		µg/l	29.4	7.53	5	"	"	"	"	"	X
95-48-7	2-Methylphenol	< 29.4		µg/l	29.4	5.00	5	"	"	"	"	"	X
108-39-4, 106-44-5	3 & 4-Methylphenol	< 58.8		µg/l	58.8	6.41	5	"	"	"	"	"	X
91-20-3	Naphthalene	37.6		µg/l	29.4	4.41	5	"	"	"	"	"	X
88-74-4	2-Nitroaniline	< 29.4		µg/l	29.4	6.24	5	"	"	"	"	"	X
99-09-2	3-Nitroaniline	< 29.4		µg/l	29.4	9.35	5	"	"	"	"	"	X
100-01-6	4-Nitroaniline	< 118		µg/l	118	26.9	5	"	"	"	"	"	X
98-95-3	Nitrobenzene	< 29.4		µg/l	29.4	5.65	5	"	"	"	"	"	X
5	2-Nitrophenol	< 29.4		µg/l	29.4	7.71	5	"	"	"	"	"	X
02-7	4-Nitrophenol	< 118		µg/l	118	15.1	5	"	"	"	"	"	X
62-75-9	N-Nitrosodimethylamine	< 29.4		µg/l	29.4	12.3	5	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT01-SA SB39636-08	60236456	Ground Water	18-Nov-11 11:00	18-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds			R01										
Prepared by method SW846 3510C													
621-64-7	N-Nitrosodi-n-propylamine	< 29.4		µg/l	29.4	6.53	5	SW846 8270D	23-Nov-11	01-Dec-11	ML	1124503	X
86-30-6	N-Nitrosodiphenylamine	< 29.4		µg/l	29.4	6.71	5	"	"	"	"	"	X
87-86-5	Pentachlorophenol	< 118		µg/l	118	10.5	5	"	"	"	"	"	X
85-01-8	Phenanthrene	< 29.4		µg/l	29.4	3.53	5	"	"	"	"	"	X
108-95-2	Phenol	< 29.4		µg/l	29.4	6.18	5	"	"	"	"	"	X
129-00-0	Pyrene	< 29.4		µg/l	29.4	14.5	5	"	"	"	"	"	X
110-86-1	Pyridine	< 29.4		µg/l	29.4	10.8	5	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 29.4		µg/l	29.4	5.82	5	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	63.1		µg/l	29.4	6.47	5	"	"	"	"	"	
95-95-4	2,4,5-Trichlorophenol	< 29.4		µg/l	29.4	8.65	5	"	"	"	"	"	X
88-06-2	2,4,6-Trichlorophenol	< 29.4		µg/l	29.4	5.71	5	"	"	"	"	"	X
82-68-8	Pentachloronitrobenzene	< 29.4		µg/l	29.4	9.47	5	"	"	"	"	"	X
95-94-3	1,2,4,5-Tetrachlorobenzene	< 29.4		µg/l	29.4	4.06	5	"	"	"	"	"	X
Surrogate recoveries:													
321-60-8	*2-Fluorobiphenyl*	*66*			*30-130 %*			"	"	"	"	"	
367-12-4	*2-Fluorophenol*	*33*			*15-110 %*			"	"	"	"	"	
4165-60-0	*Nitrobenzene-d5*	*74*			*30-130 %*			"	"	"	"	"	
4165-62-2	*Phenol-d5*	*18*			*15-110 %*			"	"	"	"	"	
1718-51-0	*Terphenyl-dl4*	*82*			*30-130 %*			"	"	"	"	"	
118-79-6	*2,4,6-Tribromophenol*	*55*			*15-110 %*			"	"	"	"	"	
Tentatively Identified Compounds													
Prepared by method SW846 3510C													
089907-33-5	1H-Inden-1-one, 2,3-dihydro...	63.7	TIC	µg/l			5	8270D TICS	"	"	ML	"	
021102-88-5	2(1H)-Naphthalenone, octahy...	147	TIC	µg/l			5	"	"	"	"	"	
118164-06-8	3-Heptene, 2,2,3,5,6-pentam...	42.5	TIC	µg/l			5	"	"	"	"	"	
000625-33-2	3-Penten-2-one	65.5	TIC	µg/l			5	"	"	"	"	"	
000488-23-3	Benzene, 1,2,3,4-tetramethyl- (01)	48.5	TIC	µg/l			5	"	"	"	"	"	
000488-23-3	Benzene, 1,2,3,4-tetramethyl- (02)	139	TIC	µg/l			5	"	"	"	"	"	
000620-14-4	Benzene, 1-ethyl-3-methyl-	35.1	TIC	µg/l			5	"	"	"	"	"	
000099-87-6	Benzene, 1-methyl-4-(1-meth...	66.1	TIC	µg/l			5	"	"	"	"	"	
4292-75-5	Cyclohexane, hexyl-	66.2	TIC	µg/l			5	"	"	"	"	"	
007764-50-3	Cyclohexanone, 2-methyl-5-(...	43.6	TIC	µg/l			5	"	"	"	"	"	
000295-17-0	Cyclotetradecane	37.8	TIC	µg/l			5	"	"	"	"	"	
	Decane, 3,8-dimethyl-	51.8	TIC	µg/l			5	"	"	"	"	"	
3891-98-3	Dodecane, 2,6,10-trimethyl-	108	TIC	µg/l			5	"	"	"	"	"	
013606-19-1	Ethanol, 2-(3-methylphenoxy)-	67.6	TIC	µg/l			5	"	"	"	"	"	
005617-41-4	Heptylcyclohexane	43.4	TIC	µg/l			5	"	"	"	"	"	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT01-SA SB39636-08	60236456	Ground Water	18-Nov-11 11:00	18-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Semivolatile Organic Compounds by GCMS													
Tentatively Identified Compounds													
Prepared by method SW846 3510C													
000119-64-2	Naphthalene, 1,2,3,4-tetrah...	45.9	TIC	µg/l			5	8270D TICS	23-Nov-11	01-Dec-11	ML	1124503	
000575-37-1	Naphthalene, 1,7-dimethyl-	84.5	TIC	µg/l			5	"	"	"	"	"	
002958-76-1	Naphthalene, decahydro-2-me... (01)	42.9	TIC	µg/l			5	"	"	"	"	"	
002958-76-1	Naphthalene, decahydro-2-me... (02)	51.0	TIC	µg/l			5	"	"	"	"	"	
002958-76-1	Naphthalene, decahydro-2-me... (03)	45.1	TIC	µg/l			5	"	"	"	"	"	
545401-87-4	Nonane, 2,6-dimethyl-	41.6	TIC	µg/l			5	"	"	"	"	"	
112676-46-2	Octane, 2,6-dimethyl-	140	TIC	µg/l			5	"	"	"	"	"	
002528-36-1	Phosphoric acid, dibutyl ph...	40.6	TIC	µg/l			5	"	"	"	"	"	
000126-73-8	Tributyl phosphate	1,740	TIC	µg/l			5	"	"	"	"	"	
	Undecane, 2,6-dimethyl-	88.6	TIC	µg/l			5	"	"	"	"	"	
Extractable Petroleum Hydrocarbons													
Fingerprinting by GC													
Prepared by method SW846 3510C													
	Total Petroleum Hydrocarbons	23.4		mg/l	0.3	0.03	1	SW846 8100Mod.	22-Nov-11	28-Nov-11	SEW	1124353	
gate recoveries:													
-33-2	*1-Chlorooctadecane*	57			*40-140 %*			"	"	"	"	"	

This laboratory report is not valid without an authorized signature on the cover page.

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT02-SA	60236456	Ground Water	18-Nov-11 13:30	18-Nov-11
SB39636-09				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Volatile Organic Compounds			GS1										
Prepared by method SW846 5030 Water MS													
76-13-1	1,1,2-Trichlorotrifluoroethane (Freon 113)	< 5.0		µg/l	5.0	3.2	5	SW846 8260C	30-Nov-11	01-Dec-11	JRO	1124902	X
67-64-1	Acetone	< 200	R03	µg/l	200	51.1	5	"	"	"	"	"	X
107-13-1	Acrylonitrile	< 2.5		µg/l	2.5	2.3	5	"	"	"	"	"	X
71-43-2	Benzene	< 5.0		µg/l	5.0	3.3	5	"	"	"	"	"	X
108-86-1	Bromobenzene	< 5.0		µg/l	5.0	3.6	5	"	"	"	"	"	
74-97-5	Bromochloromethane	< 5.0		µg/l	5.0	3.6	5	"	"	"	"	"	X
75-27-4	Bromodichloromethane	< 2.5		µg/l	2.5	2.4	5	"	"	"	"	"	X
75-25-2	Bromoform	< 5.0		µg/l	5.0	3.0	5	"	"	"	"	"	X
74-83-9	Bromomethane	< 10.0		µg/l	10.0	5.7	5	"	"	"	"	"	X
78-93-3	2-Butanone (MEK)	< 50.0		µg/l	50.0	8.7	5	"	"	"	"	"	X
104-51-8	n-Butylbenzene	44.8		µg/l	5.0	2.8	5	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	46.7		µg/l	5.0	4.1	5	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	10.3		µg/l	5.0	3.7	5	"	"	"	"	"	X
75-15-0	Carbon disulfide	< 10.0		µg/l	10.0	3.1	5	"	"	"	"	"	X
56-23-5	Carbon tetrachloride	< 5.0		µg/l	5.0	2.7	5	"	"	"	"	"	X
108-90-7	Chlorobenzene	< 5.0		µg/l	5.0	3.3	5	"	"	"	"	"	X
75-00-3	Chloroethane	< 10.0		µg/l	10.0	5.2	5	"	"	"	"	"	X
67-66-3	Chloroform	< 5.0		µg/l	5.0	3.4	5	"	"	"	"	"	X
74-87-3	Chloromethane	< 10.0		µg/l	10.0	7.4	5	"	"	"	"	"	
95-49-8	2-Chlorotoluene	< 5.0		µg/l	5.0	4.0	5	"	"	"	"	"	X
106-43-4	4-Chlorotoluene	< 5.0		µg/l	5.0	3.7	5	"	"	"	"	"	X
96-12-8	1,2-Dibromo-3-chloropropane	< 10.0		µg/l	10.0	4.6	5	"	"	"	"	"	X
124-48-1	Dibromochloromethane	< 2.5		µg/l	2.5	1.4	5	"	"	"	"	"	X
106-93-4	1,2-Dibromoethane (EDB)	< 2.5		µg/l	2.5	1.6	5	"	"	"	"	"	X
74-95-3	Dibromomethane	< 5.0		µg/l	5.0	3.3	5	"	"	"	"	"	X
95-50-1	1,2-Dichlorobenzene	< 5.0		µg/l	5.0	3.3	5	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 5.0		µg/l	5.0	3.6	5	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 5.0		µg/l	5.0	3.1	5	"	"	"	"	"	X
75-71-8	Dichlorodifluoromethane (Freon12)	< 10.0		µg/l	10.0	2.2	5	"	"	"	"	"	X
75-34-3	1,1-Dichloroethane	< 5.0		µg/l	5.0	3.4	5	"	"	"	"	"	X
107-06-2	1,2-Dichloroethane	< 5.0		µg/l	5.0	3.9	5	"	"	"	"	"	X
75-35-4	1,1-Dichloroethene	< 5.0		µg/l	5.0	2.4	5	"	"	"	"	"	X
156-59-2	cis-1,2-Dichloroethene	< 5.0		µg/l	5.0	3.6	5	"	"	"	"	"	X
156-60-5	trans-1,2-Dichloroethene	< 5.0		µg/l	5.0	3.4	5	"	"	"	"	"	X
78-87-5	1,2-Dichloropropane	< 5.0		µg/l	5.0	3.6	5	"	"	"	"	"	X
142-28-9	1,3-Dichloropropane	< 5.0		µg/l	5.0	4.0	5	"	"	"	"	"	X
594-20-7	2,2-Dichloropropane	< 5.0		µg/l	5.0	3.0	5	"	"	"	"	"	X
563-58-6	1,1-Dichloropropene	< 5.0		µg/l	5.0	3.2	5	"	"	"	"	"	X
10061-01-5	cis-1,3-Dichloropropene	< 2.5		µg/l	2.5	1.3	5	"	"	"	"	"	X
10061-02-6	trans-1,3-Dichloropropene	< 2.5		µg/l	2.5	2.5	5	"	"	"	"	"	X
100-41-4	Ethylbenzene	< 5.0		µg/l	5.0	3.7	5	"	"	"	"	"	
87-68-3	Hexachlorobutadiene	< 2.5		µg/l	2.5	2.2	5	"	"	"	"	"	X
591-78-6	2-Hexanone (MBK)	< 50.0		µg/l	50.0	2.7	5	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT02-SA	60236456	Ground Water	18-Nov-11 13:30	18-Nov-11
SB39636-09				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Volatile Organic Compounds			GS1										
Prepared by method SW846 5030 Water MS													
98-82-8	Isopropylbenzene	66.2		µg/l	5.0	3.1	5	SW846 8260C	30-Nov-11	01-Dec-11	JRO	1124902	X
99-87-6	4-Isopropyltoluene	< 5.0		µg/l	5.0	3.0	5	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 5.0		µg/l	5.0	3.3	5	"	"	"	"	"	X
108-10-1	4-Methyl-2-pentanone (MIBK)	< 50.0		µg/l	50.0	4.7	5	"	"	"	"	"	X
75-09-2	Methylene chloride	< 10.0		µg/l	10.0	3.4	5	"	"	"	"	"	X
91-20-3	Naphthalene	223		µg/l	5.0	1.7	5	"	"	"	"	"	X
103-65-1	n-Propylbenzene	112		µg/l	5.0	3.8	5	"	"	"	"	"	X
100-42-5	Styrene	< 5.0		µg/l	5.0	3.1	5	"	"	"	"	"	X
630-20-6	1,1,1,2-Tetrachloroethane	< 5.0		µg/l	5.0	3.1	5	"	"	"	"	"	X
79-34-5	1,1,2,2-Tetrachloroethane	< 2.5		µg/l	2.5	1.7	5	"	"	"	"	"	X
127-18-4	Tetrachloroethene	< 5.0		µg/l	5.0	3.7	5	"	"	"	"	"	X
108-88-3	Toluene	< 5.0		µg/l	5.0	4.1	5	"	"	"	"	"	X
87-61-6	1,2,3-Trichlorobenzene	< 5.0		µg/l	5.0	1.9	5	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 5.0		µg/l	5.0	1.8	5	"	"	"	"	"	X
108-70-3	1,3,5-Trichlorobenzene	< 5.0		µg/l	5.0	3.9	5	"	"	"	"	"	
71-55-6	1,1,1-Trichloroethane	< 5.0		µg/l	5.0	2.9	5	"	"	"	"	"	X
79-00-5	1,1,2-Trichloroethane	< 5.0		µg/l	5.0	3.2	5	"	"	"	"	"	X
79-01-6	Trichloroethene	< 5.0		µg/l	5.0	3.8	5	"	"	"	"	"	X
7-4	Trichlorofluoromethane (Freon 11)	< 5.0		µg/l	5.0	3.1	5	"	"	"	"	"	X
96-18-4	1,2,3-Trichloropropane	< 5.0		µg/l	5.0	3.7	5	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	< 5.0		µg/l	5.0	3.8	5	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 5.0		µg/l	5.0	3.7	5	"	"	"	"	"	X
75-01-4	Vinyl chloride	< 5.0		µg/l	5.0	4.0	5	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 10.0		µg/l	10.0	8.2	5	"	"	"	"	"	X
95-47-6	o-Xylene	< 5.0		µg/l	5.0	4.4	5	"	"	"	"	"	X
109-99-9	Tetrahydrofuran	< 10.0		µg/l	10.0	7.2	5	"	"	"	"	"	
60-29-7	Ethyl ether	< 5.0		µg/l	5.0	3.5	5	"	"	"	"	"	
994-05-8	Tert-amyl methyl ether	< 5.0		µg/l	5.0	3.6	5	"	"	"	"	"	X
637-92-3	Ethyl tert-butyl ether	< 5.0		µg/l	5.0	3.9	5	"	"	"	"	"	X
108-20-3	Di-isopropyl ether	< 5.0		µg/l	5.0	3.6	5	"	"	"	"	"	X
75-65-0	Tert-Butanol / butyl alcohol	< 50.0		µg/l	50.0	43.2	5	"	"	"	"	"	X
123-91-1	1,4-Dioxane	< 100		µg/l	100	70.1	5	"	"	"	"	"	X
110-57-6	trans-1,4-Dichloro-2-buten e	< 25.0		µg/l	25.0	3.8	5	"	"	"	"	"	X
64-17-5	Ethanol	< 2000		µg/l	2000	178	5	"	"	"	"	"	X
Surrogate recoveries:													
460-00-4	*4-Bromofluorobenzene*	*103*			*70-130 %*			"	"	"	"	"	
2037-26-5	*Toluene-d8*	*100*			*70-130 %*			"	"	"	"	"	
17060-07-0	*1,2-Dichloroethane-d4*	*112*			*70-130 %*			"	"	"	"	"	
1868-53-7	*Dibromofluoromethane*	*106*			*70-130 %*			"	"	"	"	"	

tatively Identified Compounds by GC/MS
pared by method SW846 5030 Water MS

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT02-SA	60236456	Ground Water	18-Nov-11 13:30	18-Nov-11
SB39636-09				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cer.
Volatile Organic Compounds													
Tentatively Identified Compounds by GC/MS													
Prepared by method SW846 5030 Water MS													
076089-59-3	1,3-Cyclopentadiene, 1,2,3,...	255	TIC	µg/l			5	SW846 8260C TICs	30-Nov-11	01-Dec-11	JRO	1124902	
000768-00-3	Benzene, (1-methyl-1-propen...	87.2	TIC	µg/l			5	"	"	"	"	"	
527-53-7	Benzene, 1,2,3,5-tetramethyl-	188	TIC	µg/l			5	"	"	"	"	"	
000527-84-4	Benzene, 1-methyl-2-(1-meth...	183	TIC	µg/l			5	"	"	"	"	"	
002039-89-6	Benzene, 2-ethenyl-1,4-dime...	114	TIC	µg/l			5	"	"	"	"	"	
496-11-7	Indane	102	TIC	µg/l			5	"	"	"	"	"	
000119-64-2	Naphthalene, 1,2,3,4-tetrah...	92.4	TIC	µg/l			5	"	"	"	"	"	
	Naphthalene, 1-methyl-	398	TIC	µg/l			5	"	"	"	"	"	
	Naphthalene, 2-methyl-	289	TIC	µg/l			5	"	"	"	"	"	
Organic Compounds by Modified SW846 8015													
Glycol Analysis													
Prepared by method SW846 8015 Mod.													
111-46-6	Diethylene glycol	< 20.0		mg/l	20.0	3.93	1	SW846 8015 Mod	28-Nov-11	28-Nov-11	SEW	1124624	
107-21-1	Ethylene glycol	< 10.0		mg/l	10.0	6.13	1	"	"	"	"	"	
111-76-2	Ethylene glycol monobutyl ether	< 10.0		mg/l	10.0	2.10	1	"	"	"	"	"	
57-55-6	Propylene glycol	< 10.0		mg/l	10.0	6.42	1	"	"	"	"	"	
Surrogate recoveries:													
71-41-0	*1-Pentanol*	*89*			*40-140 %*			"	"	"	"	"	
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds			GS1										
Prepared by method SW846 3510C													
83-32-9	Acenaphthene	< 278		µg/l	278	45.0	50	SW846 8270D	23-Nov-11	01-Dec-11	ML	1124503	X
208-96-8	Acenaphthylene	< 278		µg/l	278	56.1	50	"	"	"	"	"	X
62-53-3	Aniline	< 278		µg/l	278	118	50	"	"	"	"	"	X
120-12-7	Anthracene	< 278		µg/l	278	41.1	50	"	"	"	"	"	X
103-33-3	Azobenzene/Diphenyldiazine	< 278		µg/l	278	59.4	50	"	"	"	"	"	
92-87-5	Benzidine	< 278		µg/l	278	165	50	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	< 278		µg/l	278	31.1	50	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	< 278		µg/l	278	46.7	50	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	< 278		µg/l	278	53.3	50	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	< 278		µg/l	278	80.6	50	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	< 278		µg/l	278	84.4	50	"	"	"	"	"	X
65-85-0	Benzoic acid	< 278		µg/l	278	67.2	50	"	"	"	"	"	X
100-51-6	Benzyl alcohol	< 278		µg/l	278	85.0	50	"	"	"	"	"	X
111-91-1	Bis(2-chloroethoxy)methane	< 278		µg/l	278	58.9	50	"	"	"	"	"	X
111-44-4	Bis(2-chloroethyl)ether	< 278		µg/l	278	62.2	50	"	"	"	"	"	X
108-60-1	Bis(2-chloroisopropyl)ether	< 278		µg/l	278	68.3	50	"	"	"	"	"	X
117-81-7	Bis(2-ethylhexyl)phthalate	< 278		µg/l	278	93.3	50	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT02-SA SB39636-09	60236456	Ground Water	18-Nov-11 13:30	18-Nov-11

AS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds			GS1										
Prepared by method SW846 3510C													
101-55-3	4-Bromophenyl phenyl ether	< 278		µg/l	278	72.8	50	SW846 8270D	23-Nov-11	01-Dec-11	ML	1124503	X
85-68-7	Butyl benzyl phthalate	< 278		µg/l	278	41.7	50	"	"	"	"	"	X
86-74-8	Carbazole	< 278		µg/l	278	112	50	"	"	"	"	"	X
59-50-7	4-Chloro-3-methylphenol	< 278		µg/l	278	80.6	50	"	"	"	"	"	X
106-47-8	4-Chloroaniline	< 278		µg/l	278	65.6	50	"	"	"	"	"	X
91-58-7	2-Chloronaphthalene	< 278		µg/l	278	36.7	50	"	"	"	"	"	X
95-57-8	2-Chlorophenol	< 278		µg/l	278	46.7	50	"	"	"	"	"	X
7005-72-3	4-Chlorophenyl phenyl ether	< 278		µg/l	278	54.4	50	"	"	"	"	"	X
218-01-9	Chrysene	< 278		µg/l	278	36.7	50	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	< 278		µg/l	278	72.8	50	"	"	"	"	"	X
132-64-9	Dibenzofuran	< 278		µg/l	278	36.7	50	"	"	"	"	"	X
95-50-1	1,2-Dichlorobenzene	< 278		µg/l	278	47.2	50	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 278		µg/l	278	75.0	50	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 278		µg/l	278	40.0	50	"	"	"	"	"	X
91-94-1	3,3'-Dichlorobenzidine	< 278		µg/l	278	112	50	"	"	"	"	"	X
120-83-2	2,4-Dichlorophenol	< 278		µg/l	278	73.9	50	"	"	"	"	"	X
84-66-2	Diethyl phthalate	< 278		µg/l	278	68.3	50	"	"	"	"	"	X
11-3	Dimethyl phthalate	< 278		µg/l	278	47.2	50	"	"	"	"	"	X
-87-9	2,4-Dimethylphenol	< 278		µg/l	278	58.3	50	"	"	"	"	"	X
84-74-2	Di-n-butyl phthalate	< 278		µg/l	278	74.4	50	"	"	"	"	"	X
534-52-1	4,6-Dinitro-2-methylphenol	< 278		µg/l	278	107	50	"	"	"	"	"	X
51-28-5	2,4-Dinitrophenol	< 278		µg/l	278	178	50	"	"	"	"	"	X
121-14-2	2,4-Dinitrotoluene	< 278		µg/l	278	71.1	50	"	"	"	"	"	X
606-20-2	2,6-Dinitrotoluene	< 278		µg/l	278	60.6	50	"	"	"	"	"	X
117-84-0	Di-n-octyl phthalate	< 278		µg/l	278	73.3	50	"	"	"	"	"	X
206-44-0	Fluoranthene	< 278		µg/l	278	119	50	"	"	"	"	"	X
86-73-7	Fluorene	< 278		µg/l	278	50.6	50	"	"	"	"	"	X
118-74-1	Hexachlorobenzene	< 278		µg/l	278	67.2	50	"	"	"	"	"	X
87-68-3	Hexachlorobutadiene	< 278		µg/l	278	73.3	50	"	"	"	"	"	X
77-47-4	Hexachlorocyclopentadiene	< 278		µg/l	278	75.0	50	"	"	"	"	"	X
67-72-1	Hexachloroethane	< 278		µg/l	278	62.2	50	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	< 278		µg/l	278	74.4	50	"	"	"	"	"	X
78-59-1	Isophorone	< 278		µg/l	278	59.4	50	"	"	"	"	"	X
91-57-6	2-Methylnaphthalene	2,260		µg/l	278	71.1	50	"	"	"	"	"	X
95-48-7	2-Methylphenol	< 278		µg/l	278	47.2	50	"	"	"	"	"	X
108-39-4, 106-44-5	3 & 4-Methylphenol	< 556		µg/l	556	60.6	50	"	"	"	"	"	X
91-20-3	Naphthalene	515		µg/l	278	41.7	50	"	"	"	"	"	X
88-74-4	2-Nitroaniline	< 278		µg/l	278	58.9	50	"	"	"	"	"	X
99-09-2	3-Nitroaniline	< 278		µg/l	278	88.3	50	"	"	"	"	"	X
-01-6	4-Nitroaniline	< 1110		µg/l	1110	254	50	"	"	"	"	"	X
5-3	Nitrobenzene	< 278		µg/l	278	53.3	50	"	"	"	"	"	X
88-75-5	2-Nitrophenol	< 278		µg/l	278	72.8	50	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT02-SA	60236456	Ground Water	18-Nov-11 13:30	18-Nov-11
SB39636-09				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds			GS1										
Prepared by method SW846 3510C													
100-02-7	4-Nitrophenol	< 1110		µg/l	1110	143	50	SW846 8270D	23-Nov-11	01-Dec-11	ML	1124503	X
62-75-9	N-Nitrosodimethylamine	< 278		µg/l	278	116	50	"	"	"	"	"	X
621-64-7	N-Nitrosodi-n-propylamine	< 278		µg/l	278	61.7	50	"	"	"	"	"	X
86-30-6	N-Nitrosodiphenylamine	< 278		µg/l	278	63.3	50	"	"	"	"	"	X
87-86-5	Pentachlorophenol	< 1110		µg/l	1110	98.9	50	"	"	"	"	"	X
85-01-8	Phenanthrene	< 278		µg/l	278	33.3	50	"	"	"	"	"	X
108-95-2	Phenol	< 278		µg/l	278	56.3	50	"	"	"	"	"	X
129-00-0	Pyrene	< 278		µg/l	278	137	50	"	"	"	"	"	X
110-86-1	Pyridine	< 278		µg/l	278	102	50	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 278		µg/l	278	55.0	50	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	1,600		µg/l	278	61.1	50	"	"	"	"	"	
95-95-4	2,4,5-Trichlorophenol	< 278		µg/l	278	81.7	50	"	"	"	"	"	X
88-06-2	2,4,6-Trichlorophenol	< 278		µg/l	278	53.9	50	"	"	"	"	"	X
82-68-8	Pentachloronitrobenzene	< 278		µg/l	278	89.4	50	"	"	"	"	"	X
95-94-3	1,2,4,5-Tetrachlorobenzene	< 278		µg/l	278	38.3	50	"	"	"	"	"	X
Surrogate recoveries:													
321-60-8	*2-Fluorobiphenyl*	*0*	S01		*30-130 %*			"	"	"	"	"	
367-12-4	*2-Fluorophenol*	*0*	S01		*15-110 %*			"	"	"	"	"	
4165-60-0	*Nitrobenzene-d5*	*0*	S01		*30-130 %*			"	"	"	"	"	
4165-62-2	*Phenol-d5*	*0*	S01		*15-110 %*			"	"	"	"	"	
1718-51-0	*Terphenyl-d14*	*0*	S01		*30-130 %*			"	"	"	"	"	
118-79-6	*2,4,6-Tribromophenol*	*100*			*15-110 %*			"	"	"	"	"	
Tentatively Identified Compounds													
Prepared by method SW846 3510C													
000822-64-0	2,5-Dimethyl-1-pyrroline	832	TIC	µg/l			50	8270D TICS	"	"	ML	"	
000700-56-1	2-Methyladamantane	859	TIC	µg/l			50	"	"	"	"	"	
002049-95-8	Benzene, (1,1-dimethylpropyl)-	729	TIC	µg/l			50	"	"	"	"	"	
95-93-2	Benzene, 1,2,4,5-tetramethyl-	1,550	TIC	µg/l			50	"	"	"	"	"	
934-74-7	Benzene, 1-ethyl-3,5-dimethyl-	1,190	TIC	µg/l			50	"	"	"	"	"	
000099-87-6	Benzene, 1-methyl-4-(1-meth...	1,550	TIC	µg/l			50	"	"	"	"	"	
7058-01-7	Cyclohexane, (1-methylpropyl)-	1,580	TIC	µg/l			50	"	"	"	"	"	
061141-80-8	Cyclohexane, 1,2-diethyl-3-...	733	TIC	µg/l			50	"	"	"	"	"	
	Cyclohexane, 1-methyl-2-pro...	1,350	TIC	µg/l			50	"	"	"	"	"	
004291-80-9	Cyclohexane, 1-methyl-3-pro...	1,390	TIC	µg/l			50	"	"	"	"	"	
	Cyclohexane, 2-butyl-1,1,3-...	1,540	TIC	µg/l			50	"	"	"	"	"	
4292-75-5	Cyclohexane, hexyl-	2,400	TIC	µg/l			50	"	"	"	"	"	
2847-72-5	Decane, 4-methyl-	1,520	TIC	µg/l			50	"	"	"	"	"	
3891-98-3	Dodecane, 2,6,10-trimethyl-	2,460	TIC	µg/l			50	"	"	"	"	"	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT02-SA SB39636-09	60236456	Ground Water	18-Nov-11 13:30	18-Nov-11

.S No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Semivolatile Organic Compounds by GCMS													
Tentatively Identified Compounds Prepared by method SW846 3510C													
005617-41-4	Heptylcyclohexane	1,450	TIC	µg/l			50	8270D TICS	23-Nov-11	01-Dec-11	ML	1124503	
000571-58-4	Naphthalene, 1,4-dimethyl-	1,040	TIC	µg/l			50	"	"	"	"	"	
000575-43-9	Naphthalene, 1,6-dimethyl-	1,300	TIC	µg/l			50	"	"	"	"	"	
001127-76-0	Naphthalene, 1-ethyl-	1,110	TIC	µg/l			50	"	"	"	"	"	
	Naphthalene, 2,7-dimethyl-	1,250	TIC	µg/l			50	"	"	"	"	"	
	Naphthalene, decahydro-, tr...	1,460	TIC	µg/l			50	"	"	"	"	"	
002958-76-1	Naphthalene, decahydro-2-me... (01)	1,630	TIC	µg/l			50	"	"	"	"	"	
002958-76-1	Naphthalene, decahydro-2-me... (02)	1,840	TIC	µg/l			50	"	"	"	"	"	
112576-46-2	Octane, 2,6-dimethyl-	4,740	TIC	µg/l			50	"	"	"	"	"	
	Undecane, 2,6-dimethyl-	3,020	TIC	µg/l			50	"	"	"	"	"	
Extractable Petroleum Hydrocarbons													
Fingerprinting by GC Prepared by method SW846 3510C													
	Total Petroleum Hydrocarbons	10.3		mg/l	0.2	0.02	1	SW846 8100Mod.	22-Nov-11	28-Nov-11	SEW	1124353	
ogate recoveries:													
3-33-2	*1-Chlorooctadecane*	*83*			*40-140 %*			"	"	"	"	"	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
TB SB39636-10	60236456	Deionized Water	18-Nov-11 00:00	18-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cer.
Volatile Organic Compounds													
Volatile Organic Compounds Prepared by method SW846 5030 Water MS													
76-13-1	1,1,2-Trichlorotrifluoroethane (Freon 113)	< 1.0		µg/l	1.0	0.6	1	SW846 8260C	30-Nov-11	01-Dec-11	JRO	1124902	X
67-64-1	Acetone	< 10.0		µg/l	10.0	2.6	1	"	"	"	"	"	X
107-13-1	Acrylonitrile	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
71-43-2	Benzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-86-1	Bromobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	
74-97-5	Bromochloromethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-27-4	Bromodichloromethane	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
75-25-2	Bromoform	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
74-83-9	Bromomethane	< 2.0		µg/l	2.0	1.1	1	"	"	"	"	"	X
78-93-3	2-Butanone (MEK)	< 10.0		µg/l	10.0	1.7	1	"	"	"	"	"	X
104-51-8	n-Butylbenzene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-15-0	Carbon disulfide	< 2.0		µg/l	2.0	0.6	1	"	"	"	"	"	X
56-23-5	Carbon tetrachloride	< 1.0		µg/l	1.0	0.5	1	"	"	"	"	"	X
108-90-7	Chlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-00-3	Chloroethane	< 2.0		µg/l	2.0	1.0	1	"	"	"	"	"	X
67-66-3	Chloroform	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
74-87-3	Chloromethane	< 2.0		µg/l	2.0	1.5	1	"	"	"	"	"	
95-49-8	2-Chlorotoluene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
106-43-4	4-Chlorotoluene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
96-12-8	1,2-Dibromo-3-chloropropane	< 2.0		µg/l	2.0	0.9	1	"	"	"	"	"	X
124-48-1	Dibromochloromethane	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
106-93-4	1,2-Dibromoethane (EDB)	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
74-95-3	Dibromomethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
95-50-1	1,2-Dichlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
75-71-8	Dichlorodifluoromethane (Freon12)	< 2.0		µg/l	2.0	0.4	1	"	"	"	"	"	X
75-34-3	1,1-Dichloroethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
107-06-2	1,2-Dichloroethane	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
75-35-4	1,1-Dichloroethene	< 1.0		µg/l	1.0	0.5	1	"	"	"	"	"	X
156-59-2	cis-1,2-Dichloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
156-60-5	trans-1,2-Dichloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
78-87-5	1,2-Dichloropropane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
142-28-9	1,3-Dichloropropane	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
594-20-7	2,2-Dichloropropane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
563-58-6	1,1-Dichloropropene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
10061-01-5	cis-1,3-Dichloropropene	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
10061-02-6	trans-1,3-Dichloropropene	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
100-41-4	Ethylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	
87-68-3	Hexachlorobutadiene	< 0.5		µg/l	0.5	0.4	1	"	"	"	"	"	X
591-78-6	2-Hexanone (MBK)	< 10.0		µg/l	10.0	0.5	1	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
TB SB39636-10	60236456	Deionized Water	18-Nov-11 00:00	18-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Volatile Organic Compounds Prepared by method SW846 5030 Water MS													
98-82-8	Isopropylbenzene	< 1.0		µg/l	1.0	0.6	1	SW846 8260C	30-Nov-11	01-Dec-11	JRO	1124902	X
99-87-6	4-Isopropyltoluene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-10-1	4-Methyl-2-pentanone (MIBK)	< 10.0		µg/l	10.0	0.9	1	"	"	"	"	"	X
75-09-2	Methylene chloride	< 2.0		µg/l	2.0	0.7	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 1.0		µg/l	1.0	0.3	1	"	"	"	"	"	X
103-65-1	n-Propylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
100-42-5	Styrene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
630-20-6	1,1,1,2-Tetrachloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-34-5	1,1,2,2-Tetrachloroethane	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
127-18-4	Tetrachloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-88-3	Toluene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
87-61-6	1,2,3-Trichlorobenzene	< 1.0		µg/l	1.0	0.4	1	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 1.0		µg/l	1.0	0.4	1	"	"	"	"	"	X
108-70-3	1,3,5-Trichlorobenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	
71-55-6	1,1,1-Trichloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-00-5	1,1,2-Trichloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-01-6	Trichloroethene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
-4	Trichlorofluoromethane (Freon 11)	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
96-18-4	1,2,3-Trichloropropane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-01-4	Vinyl chloride	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 2.0		µg/l	2.0	1.6	1	"	"	"	"	"	X
95-47-6	o-Xylene	< 1.0		µg/l	1.0	0.9	1	"	"	"	"	"	X
109-99-9	Tetrahydrofuran	< 2.0		µg/l	2.0	1.4	1	"	"	"	"	"	
60-29-7	Ethyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	
994-05-8	Tert-amyl methyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
637-92-3	Ethyl tert-butyl ether	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
108-20-3	Di-isopropyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-65-0	Tert-Butanol / butyl alcohol	< 10.0		µg/l	10.0	8.6	1	"	"	"	"	"	X
123-91-1	1,4-Dioxane	< 20.0		µg/l	20.0	14.0	1	"	"	"	"	"	X
110-57-8	trans-1,4-Dichloro-2-buten e	< 5.0		µg/l	5.0	0.8	1	"	"	"	"	"	X
64-17-5	Ethanol	< 400		µg/l	400	35.7	1	"	"	"	"	"	X
Surrogate recoveries:													
460-00-4	*4-Bromofluorobenzene*	*94*			*70-130 %*			"	"	"	"	"	
2037-26-5	*Toluene-d8*	*100*			*70-130 %*			"	"	"	"	"	
17060-07-0	*1,2-Dichloroethane-d4*	*112*			*70-130 %*			"	"	"	"	"	
1868-53-7	*Dibromofluoromethane*	*105*			*70-130 %*			"	"	"	"	"	
atively Identified Compounds by GC/MS pared by method SW846 5030 Water MS													

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
TB SB39636-10	60236456	Deionized Water	18-Nov-11 00:00	18-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Tentatively Identified Compounds by GC/MS													
Prepared by method SW846 5030 Water MS													
	Tentatively Identified Compounds	None found		µg/l			1	SW846 8260C TICs	30-Nov-11	01-Dec-11	JRO	1124902	

Volatile Organic Compounds - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124502 - SW846 5035A Soil (low level)										
Blank (1124502-BLK1)					Prepared & Analyzed: 23-Nov-11					
Benzene	< 5.0		µg/kg wet	5.0						
n-Butylbenzene	< 5.0		µg/kg wet	5.0						
sec-Butylbenzene	< 5.0		µg/kg wet	5.0						
tert-Butylbenzene	< 5.0		µg/kg wet	5.0						
Ethylbenzene	< 5.0		µg/kg wet	5.0						
Isopropylbenzene	< 5.0		µg/kg wet	5.0						
4-Isopropyltoluene	< 5.0		µg/kg wet	5.0						
Methyl tert-butyl ether	< 5.0		µg/kg wet	5.0						
Naphthalene	< 5.0		µg/kg wet	5.0						
n-Propylbenzene	< 5.0		µg/kg wet	5.0						
Toluene	< 5.0		µg/kg wet	5.0						
1,2,4-Trimethylbenzene	< 5.0		µg/kg wet	5.0						
1,3,5-Trimethylbenzene	< 5.0		µg/kg wet	5.0						
m,p-Xylene	< 10.0		µg/kg wet	10.0						
o-Xylene	< 5.0		µg/kg wet	5.0						
Surrogate: 4-Bromofluorobenzene	*48.9*		µg/kg wet		*50.0*		*98*	*70-130*		
Surrogate: Toluene-d8	*49.7*		µg/kg wet		*50.0*		*99*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*54.1*		µg/kg wet		*50.0*		*108*	*70-130*		
Surrogate: Dibromofluoromethane	*50.2*		µg/kg wet		*50.0*		*100*	*70-130*		
LCS (1124502-BS1)					Prepared & Analyzed: 23-Nov-11					
Benzene	**16.7**		µg/kg wet		20.0		84	70-130		
n-Butylbenzene	**16.4**		µg/kg wet		20.0		82	70-130		
sec-Butylbenzene	**16.7**		µg/kg wet		20.0		84	70-130		
tert-Butylbenzene	**16.9**		µg/kg wet		20.0		84	70-130		
Ethylbenzene	**17.0**		µg/kg wet		20.0		85	70-130		
Isopropylbenzene	**16.8**		µg/kg wet		20.0		84	70-130		
4-Isopropyltoluene	**16.2**		µg/kg wet		20.0		81	70-130		
Methyl tert-butyl ether	**17.7**		µg/kg wet		20.0		89	70-130		
Naphthalene	**18.6**		µg/kg wet		20.0		93	70-130		
n-Propylbenzene	**16.5**		µg/kg wet		20.0		83	70-130		
Toluene	**16.6**		µg/kg wet		20.0		83	70-130		
1,2,4-Trimethylbenzene	**17.2**		µg/kg wet		20.0		86	70-130		
1,3,5-Trimethylbenzene	**17.2**		µg/kg wet		20.0		86	70-130		
m,p-Xylene	**34.8**		µg/kg wet		40.0		87	70-130		
o-Xylene	**17.6**		µg/kg wet		20.0		88	70-130		
Surrogate: 4-Bromofluorobenzene	*49.5*		µg/kg wet		*50.0*		*99*	*70-130*		
Surrogate: Toluene-d8	*50.0*		µg/kg wet		*50.0*		*100*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*47.1*		µg/kg wet		*50.0*		*94*	*70-130*		
Surrogate: Dibromofluoromethane	*50.6*		µg/kg wet		*50.0*		*101*	*70-130*		
LCS Dup (1124502-BSD1)					Prepared & Analyzed: 23-Nov-11					
Benzene	**17.0**		µg/kg wet		20.0		85	70-130	2	25
n-Butylbenzene	**16.9**		µg/kg wet		20.0		84	70-130	3	25
sec-Butylbenzene	**17.3**		µg/kg wet		20.0		87	70-130	3	25
tert-Butylbenzene	**17.2**		µg/kg wet		20.0		86	70-130	2	25
Ethylbenzene	**17.1**		µg/kg wet		20.0		86	70-130	1	25
Isopropylbenzene	**17.0**		µg/kg wet		20.0		85	70-130	1	25
4-Isopropyltoluene	**16.7**		µg/kg wet		20.0		83	70-130	3	25
Methyl tert-butyl ether	**17.6**		µg/kg wet		20.0		88	70-130	0.7	25
Naphthalene	**18.8**		µg/kg wet		20.0		94	70-130	1	25
n-Propylbenzene	**17.0**		µg/kg wet		20.0		85	70-130	3	25
Toluene	**16.8**		µg/kg wet		20.0		84	70-130	1	25

Volatile Organic Compounds - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124502 - SW846 5035A Soil (low level)										
LCS Dup (1124502-BSD1)						Prepared & Analyzed: 23-Nov-11				
1,2,4-Trimethylbenzene	**17.8**		µg/kg wet		20.0		89	70-130	4	25
1,3,5-Trimethylbenzene	**17.5**		µg/kg wet		20.0		87	70-130	2	25
m,p-Xylene	**35.0**		µg/kg wet		40.0		88	70-130	0.7	25
o-Xylene	**18.0**		µg/kg wet		20.0		90	70-130	2	25
Surrogate: 4-Bromofluorobenzene	*50.3*		µg/kg wet		*50.0*		*101*	*70-130*		
Surrogate: Toluene-d8	*50.2*		µg/kg wet		*50.0*		*100*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*47.3*		µg/kg wet		*50.0*		*95*	*70-130*		
Surrogate: Dibromofluoromethane	*49.6*		µg/kg wet		*50.0*		*99*	*70-130*		
Batch 1124659 - SW846 5030 Soil (high level)										
Blank (1124659-BLK1)						Prepared & Analyzed: 28-Nov-11				
Benzene	< 50.0		µg/kg wet	50.0						
n-Butylbenzene	< 50.0		µg/kg wet	50.0						
sec-Butylbenzene	< 50.0		µg/kg wet	50.0						
tert-Butylbenzene	< 50.0		µg/kg wet	50.0						
Ethylbenzene	< 50.0		µg/kg wet	50.0						
Isopropylbenzene	< 50.0		µg/kg wet	50.0						
4-Isopropyltoluene	< 50.0		µg/kg wet	50.0						
Methyl tert-butyl ether	< 50.0		µg/kg wet	50.0						
Naphthalene	< 50.0		µg/kg wet	50.0						
n-Propylbenzene	< 50.0		µg/kg wet	50.0						
Toluene	< 50.0		µg/kg wet	50.0						
1,2,4-Trimethylbenzene	< 50.0		µg/kg wet	50.0						
1,3,5-Trimethylbenzene	< 50.0		µg/kg wet	50.0						
m,p-Xylene	< 100		µg/kg wet	100						
o-Xylene	< 50.0		µg/kg wet	50.0						
Surrogate: 4-Bromofluorobenzene	*28.6*		µg/kg wet		*30.0*		*95*	*70-130*		
Surrogate: Toluene-d8	*30.0*		µg/kg wet		*30.0*		*100*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*33.2*		µg/kg wet		*30.0*		*111*	*70-130*		
Surrogate: Dibromofluoromethane	*33.8*		µg/kg wet		*30.0*		*113*	*70-130*		
LCS (1124659-BS1)						Prepared & Analyzed: 28-Nov-11				
Benzene	**17.5**		µg/kg wet		20.0		88	70-130		
n-Butylbenzene	**19.7**		µg/kg wet		20.0		99	70-130		
sec-Butylbenzene	**20.5**		µg/kg wet		20.0		102	70-130		
tert-Butylbenzene	**20.2**		µg/kg wet		20.0		101	70-130		
Ethylbenzene	**19.6**		µg/kg wet		20.0		98	70-130		
Isopropylbenzene	**18.6**		µg/kg wet		20.0		93	70-130		
4-Isopropyltoluene	**20.1**		µg/kg wet		20.0		100	70-130		
Methyl tert-butyl ether	**21.8**		µg/kg wet		20.0		109	70-130		
Naphthalene	**19.4**		µg/kg wet		20.0		97	70-130		
n-Propylbenzene	**20.3**		µg/kg wet		20.0		101	70-130		
Toluene	**17.4**		µg/kg wet		20.0		87	70-130		
1,2,4-Trimethylbenzene	**21.3**		µg/kg wet		20.0		107	70-130		
1,3,5-Trimethylbenzene	**21.2**		µg/kg wet		20.0		106	70-130		
m,p-Xylene	**39.7**		µg/kg wet		40.0		99	70-130		
o-Xylene	**20.2**		µg/kg wet		20.0		101	70-130		
Surrogate: 4-Bromofluorobenzene	*29.9*		µg/kg wet		*30.0*		*100*	*70-130*		
Surrogate: Toluene-d8	*30.2*		µg/kg wet		*30.0*		*101*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*33.1*		µg/kg wet		*30.0*		*110*	*70-130*		
Surrogate: Dibromofluoromethane	*34.3*		µg/kg wet		*30.0*		*114*	*70-130*		
LCS Dup (1124659-BSD1)						Prepared & Analyzed: 28-Nov-11				

Volatile Organic Compounds - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124659 - SW846 5030 Soil (high level)										
LCS Dup (1124659-BSD1)					Prepared & Analyzed: 28-Nov-11					
Benzene	**17.2**		µg/kg wet		20.0		86	70-130	2	25
n-Butylbenzene	**20.2**		µg/kg wet		20.0		101	70-130	3	25
sec-Butylbenzene	**20.2**		µg/kg wet		20.0		101	70-130	1	25
tert-Butylbenzene	**20.5**		µg/kg wet		20.0		103	70-130	2	25
Ethylbenzene	**19.4**		µg/kg wet		20.0		97	70-130	0.9	25
Isopropylbenzene	**18.4**		µg/kg wet		20.0		92	70-130	1	25
4-Isopropyltoluene	**20.1**		µg/kg wet		20.0		101	70-130	0.2	25
Methyl tert-butyl ether	**20.2**		µg/kg wet		20.0		101	70-130	8	25
Naphthalene	**19.7**		µg/kg wet		20.0		99	70-130	2	25
n-Propylbenzene	**20.7**		µg/kg wet		20.0		104	70-130	2	25
Toluene	**17.7**		µg/kg wet		20.0		88	70-130	1	25
1,2,4-Trimethylbenzene	**21.4**		µg/kg wet		20.0		107	70-130	0.4	25
1,3,5-Trimethylbenzene	**21.4**		µg/kg wet		20.0		107	70-130	0.6	25
m,p-Xylene	**39.4**		µg/kg wet		40.0		98	70-130	0.6	25
o-Xylene	**19.6**		µg/kg wet		20.0		98	70-130	3	25
Surrogate: 4-Bromofluorobenzene	*29.6*		µg/kg wet		*30.0*		*99*	*70-130*		
Surrogate: Toluene-d8	*30.7*		µg/kg wet		*30.0*		*102*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*32.2*		µg/kg wet		*30.0*		*107*	*70-130*		
Surrogate: Dibromofluoromethane	*32.6*		µg/kg wet		*30.0*		*109*	*70-130*		
Matrix Spike (1124659-MS1)			Source: SB39636-05		Prepared & Analyzed: 28-Nov-11					
Benzene	**20.9**		µg/kg dry		20.0	BRL	104	70-130		
n-Butylbenzene	**37.1**	QM7	µg/kg dry		20.0	10.8	131	70-130		
sec-Butylbenzene	**30.0**		µg/kg dry		20.0	5.5	122	70-130		
tert-Butylbenzene	**26.1**		µg/kg dry		20.0	0.8	127	70-130		
Ethylbenzene	**24.3**		µg/kg dry		20.0	BRL	121	70-130		
Isopropylbenzene	**23.5**		µg/kg dry		20.0	1.8	109	70-130		
4-Isopropyltoluene	**31.7**		µg/kg dry		20.0	6.9	124	70-130		
Methyl tert-butyl ether	**20.6**		µg/kg dry		20.0	BRL	103	70-130		
Naphthalene	**41.8**		µg/kg dry		20.0	22.4	97	70-130		
n-Propylbenzene	**30.5**	QM7	µg/kg dry		20.0	4.9	128	70-130		
Toluene	**20.9**		µg/kg dry		20.0	BRL	105	70-130		
1,2,4-Trimethylbenzene	**64.0**		µg/kg dry		20.0	43.4	103	70-130		
1,3,5-Trimethylbenzene	**41.6**	QM7	µg/kg dry		20.0	17.1	122	70-130		
m,p-Xylene	**47.8**		µg/kg dry		40.0	BRL	120	70-130		
o-Xylene	**22.9**		µg/kg dry		20.0	BRL	114	70-130		
Surrogate: 4-Bromofluorobenzene	*32.7*		µg/kg dry		*30.0*		*109*	*70-130*		
Surrogate: Toluene-d8	*31.0*		µg/kg dry		*30.0*		*103*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*28.2*		µg/kg dry		*30.0*		*94*	*70-130*		
Surrogate: Dibromofluoromethane	*31.1*		µg/kg dry		*30.0*		*104*	*70-130*		
Matrix Spike Dup (1124659-MSD1)			Source: SB39636-05		Prepared & Analyzed: 28-Nov-11					
Benzene	**19.9**		µg/kg dry		20.0	BRL	100	70-130	5	30
n-Butylbenzene	**36.5**	QM7	µg/kg dry		20.0	10.8	128	70-130	2	30
sec-Butylbenzene	**28.9**		µg/kg dry		20.0	5.5	117	70-130	5	30
tert-Butylbenzene	**25.3**		µg/kg dry		20.0	0.8	123	70-130	3	30
Ethylbenzene	**23.5**		µg/kg dry		20.0	BRL	118	70-130	3	30
Isopropylbenzene	**23.1**		µg/kg dry		20.0	1.8	106	70-130	2	30
4-Isopropyltoluene	**31.5**		µg/kg dry		20.0	6.9	123	70-130	0.6	30
Methyl tert-butyl ether	**19.1**		µg/kg dry		20.0	BRL	95	70-130	8	30
Naphthalene	**42.0**		µg/kg dry		20.0	22.4	98	70-130	1	30
n-Propylbenzene	**30.0**		µg/kg dry		20.0	4.9	126	70-130	2	30
Toluene	**20.7**		µg/kg dry		20.0	BRL	103	70-130	1	30

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124659 - SW846 5030 Soil (high level)										
Matrix Spike Dup (1124659-MSD1)			**Source: SB39636-05**			Prepared & Analyzed: 28-Nov-11				
1,2,4-Trimethylbenzene	**63.4**		µg/kg dry		20.0	43.4	100	70-130	3	30
1,3,5-Trimethylbenzene	**41.2**	QM7	µg/kg dry		20.0	17.1	121	70-130	1	30
m,p-Xylene	**46.4**		µg/kg dry		40.0	BRL	116	70-130	3	30
o-Xylene	**22.5**		µg/kg dry		20.0	BRL	112	70-130	2	30
Surrogate: 4-Bromofluorobenzene	*33.0*		µg/kg dry		*30.0*		*110*	*70-130*		
Surrogate: Toluene-d8	*31.2*		µg/kg dry		*30.0*		*104*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*29.4*		µg/kg dry		*30.0*		*98*	*70-130*		
Surrogate: Dibromofluoromethane	*31.1*		µg/kg dry		*30.0*		*104*	*70-130*		
Batch 1124879 - SW846 5035A Soil (low level)										
Blank (1124879-BLK1)						Prepared & Analyzed: 30-Nov-11				
Benzene	< 5.0		µg/kg wet	5.0						
n-Butylbenzene	< 5.0		µg/kg wet	5.0						
sec-Butylbenzene	< 5.0		µg/kg wet	5.0						
tert-Butylbenzene	< 5.0		µg/kg wet	5.0						
Ethylbenzene	< 5.0		µg/kg wet	5.0						
Isopropylbenzene	< 5.0		µg/kg wet	5.0						
4-Isopropyltoluene	< 5.0		µg/kg wet	5.0						
Methyl tert-butyl ether	< 5.0		µg/kg wet	5.0						
Naphthalene	< 5.0		µg/kg wet	5.0						
n-Propylbenzene	< 5.0		µg/kg wet	5.0						
Toluene	< 5.0		µg/kg wet	5.0						
1,2,4-Trimethylbenzene	< 5.0		µg/kg wet	5.0						
1,3,5-Trimethylbenzene	< 5.0		µg/kg wet	5.0						
m,p-Xylene	< 10.0		µg/kg wet	10.0						
o-Xylene	< 5.0		µg/kg wet	5.0						
Surrogate: 4-Bromofluorobenzene	*49.1*		µg/kg wet		*50.0*		*98*	*70-130*		
Surrogate: Toluene-d8	*51.6*		µg/kg wet		*50.0*		*103*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*56.6*		µg/kg wet		*50.0*		*113*	*70-130*		
Surrogate: Dibromofluoromethane	*53.0*		µg/kg wet		*50.0*		*106*	*70-130*		
LCS (1124879-BS1)						Prepared & Analyzed: 30-Nov-11				
Benzene	**20.5**		µg/kg wet		20.0		102	70-130		
n-Butylbenzene	**20.5**		µg/kg wet		20.0		102	70-130		
sec-Butylbenzene	**21.1**		µg/kg wet		20.0		105	70-130		
tert-Butylbenzene	**20.8**		µg/kg wet		20.0		104	70-130		
Ethylbenzene	**20.6**		µg/kg wet		20.0		103	70-130		
Isopropylbenzene	**20.8**		µg/kg wet		20.0		104	70-130		
4-Isopropyltoluene	**20.1**		µg/kg wet		20.0		101	70-130		
Methyl tert-butyl ether	**15.8**		µg/kg wet		20.0		79	70-130		
Naphthalene	**18.2**		µg/kg wet		20.0		91	70-130		
n-Propylbenzene	**20.7**		µg/kg wet		20.0		104	70-130		
Toluene	**20.4**		µg/kg wet		20.0		102	70-130		
1,2,4-Trimethylbenzene	**21.2**		µg/kg wet		20.0		106	70-130		
1,3,5-Trimethylbenzene	**21.1**		µg/kg wet		20.0		106	70-130		
m,p-Xylene	**41.9**		µg/kg wet		40.0		105	70-130		
o-Xylene	**21.5**		µg/kg wet		20.0		107	70-130		
Surrogate: 4-Bromofluorobenzene	*51.7*		µg/kg wet		*50.0*		*103*	*70-130*		
Surrogate: Toluene-d8	*51.2*		µg/kg wet		*50.0*		*102*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*49.2*		µg/kg wet		*50.0*		*98*	*70-130*		
Surrogate: Dibromofluoromethane	*51.7*		µg/kg wet		*50.0*		*103*	*70-130*		
LCS Dup (1124879-BSD1)						Prepared & Analyzed: 30-Nov-11				

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124879 - SW846 5035A Soil (low level)										
LCS Dup (1124879-BSD1)					Prepared & Analyzed: 30-Nov-11					
Benzene	**19.5**		µg/kg wet		20.0		97	70-130	5	25
n-Butylbenzene	**19.5**		µg/kg wet		20.0		97	70-130	5	25
sec-Butylbenzene	**20.6**		µg/kg wet		20.0		103	70-130	2	25
tert-Butylbenzene	**20.6**		µg/kg wet		20.0		103	70-130	1	25
Ethylbenzene	**19.6**		µg/kg wet		20.0		98	70-130	5	25
Isopropylbenzene	**19.8**		µg/kg wet		20.0		99	70-130	5	25
4-Isopropyltoluene	**19.0**		µg/kg wet		20.0		95	70-130	5	25
Methyl tert-butyl ether	**18.1**		µg/kg wet		20.0		90	70-130	13	25
Naphthalene	**17.2**		µg/kg wet		20.0		86	70-130	6	25
n-Propylbenzene	**19.9**		µg/kg wet		20.0		100	70-130	4	25
Toluene	**19.9**		µg/kg wet		20.0		99	70-130	3	25
1,2,4-Trimethylbenzene	**20.6**		µg/kg wet		20.0		103	70-130	3	25
1,3,5-Trimethylbenzene	**20.3**		µg/kg wet		20.0		102	70-130	4	25
m,p-Xylene	**40.4**		µg/kg wet		40.0		101	70-130	4	25
o-Xylene	**20.0**		µg/kg wet		20.0		100	70-130	7	25
Surrogate: 4-Bromofluorobenzene	*52.1*		µg/kg wet		*50.0*		*104*	*70-130*		
Surrogate: Toluene-d8	*51.0*		µg/kg wet		*50.0*		*102*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*48.3*		µg/kg wet		*50.0*		*97*	*70-130*		
Surrogate: Dibromofluoromethane	*51.9*		µg/kg wet		*50.0*		*104*	*70-130*		
Batch 1124902 - SW846 5030 Water MS										
Blank (1124902-BLK1)					Prepared & Analyzed: 30-Nov-11					
Tentatively Identified Compounds	**None found**		µg/l							
1,1,2-Trichlorotrifluoroethane (Freon 113)	< 1.0		µg/l	1.0						
Acetone	< 10.0		µg/l	10.0						
Acrylonitrile	< 0.5		µg/l	0.5						
Benzene	< 1.0		µg/l	1.0						
Bromobenzene	< 1.0		µg/l	1.0						
Bromochloromethane	< 1.0		µg/l	1.0						
Bromodichloromethane	< 0.5		µg/l	0.5						
Bromoform	< 1.0		µg/l	1.0						
Bromomethane	< 2.0		µg/l	2.0						
2-Butanone (MEK)	< 10.0		µg/l	10.0						
n-Butylbenzene	< 1.0		µg/l	1.0						
sec-Butylbenzene	< 1.0		µg/l	1.0						
tert-Butylbenzene	< 1.0		µg/l	1.0						
Carbon disulfide	< 2.0		µg/l	2.0						
Carbon tetrachloride	< 1.0		µg/l	1.0						
Chlorobenzene	< 1.0		µg/l	1.0						
Chloroethane	< 2.0		µg/l	2.0						
Chloroform	< 1.0		µg/l	1.0						
Chloromethane	< 2.0		µg/l	2.0						
2-Chlorotoluene	< 1.0		µg/l	1.0						
4-Chlorotoluene	< 1.0		µg/l	1.0						
1,2-Dibromo-3-chloropropane	< 2.0		µg/l	2.0						
Dibromochloromethane	< 0.5		µg/l	0.5						
1,2-Dibromoethane (EDB)	< 0.5		µg/l	0.5						
Dibromomethane	< 1.0		µg/l	1.0						
1,2-Dichlorobenzene	< 1.0		µg/l	1.0						
1,3-Dichlorobenzene	< 1.0		µg/l	1.0						
1,4-Dichlorobenzene	< 1.0		µg/l	1.0						
Dichlorodifluoromethane (Freon12)	< 2.0		µg/l	2.0						

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124902 - SW846 5030 Water MS										
Blank (1124902-BLK1)						Prepared & Analyzed: 30-Nov-11				
1,1-Dichloroethane	< 1.0		µg/l	1.0						
1,2-Dichloroethane	< 1.0		µg/l	1.0						
1,1-Dichloroethene	< 1.0		µg/l	1.0						
cis-1,2-Dichloroethene	< 1.0		µg/l	1.0						
trans-1,2-Dichloroethene	< 1.0		µg/l	1.0						
1,2-Dichloropropane	< 1.0		µg/l	1.0						
1,3-Dichloropropane	< 1.0		µg/l	1.0						
2,2-Dichloropropane	< 1.0		µg/l	1.0						
1,1-Dichloropropene	< 1.0		µg/l	1.0						
cis-1,3-Dichloropropene	< 0.5		µg/l	0.5						
trans-1,3-Dichloropropene	< 0.5		µg/l	0.5						
Ethylbenzene	< 1.0		µg/l	1.0						
Hexachlorobutadiene	< 0.5		µg/l	0.5						
2-Hexanone (MBK)	< 10.0		µg/l	10.0						
Isopropylbenzene	< 1.0		µg/l	1.0						
4-Isopropyltoluene	< 1.0		µg/l	1.0						
Methyl tert-butyl ether	< 1.0		µg/l	1.0						
4-Methyl-2-pentanone (MIBK)	< 10.0		µg/l	10.0						
Methylene chloride	< 2.0		µg/l	2.0						
Naphthalene	< 1.0		µg/l	1.0						
n-Propylbenzene	< 1.0		µg/l	1.0						
Styrene	< 1.0		µg/l	1.0						
1,1,1,2-Tetrachloroethane	< 1.0		µg/l	1.0						
1,1,2,2-Tetrachloroethane	< 0.5		µg/l	0.5						
Tetrachloroethene	**1.4**	QB2	µg/l	1.0						
Toluene	< 1.0		µg/l	1.0						
1,2,3-Trichlorobenzene	< 1.0		µg/l	1.0						
1,2,4-Trichlorobenzene	< 1.0		µg/l	1.0						
1,3,5-Trichlorobenzene	< 1.0		µg/l	1.0						
1,1,1-Trichloroethane	< 1.0		µg/l	1.0						
1,1,2-Trichloroethane	< 1.0		µg/l	1.0						
Trichloroethene	< 1.0		µg/l	1.0						
Trichlorofluoromethane (Freon 11)	< 1.0		µg/l	1.0						
1,2,3-Trichloropropane	< 1.0		µg/l	1.0						
1,2,4-Trimethylbenzene	< 1.0		µg/l	1.0						
1,3,5-Trimethylbenzene	< 1.0		µg/l	1.0						
Vinyl chloride	< 1.0		µg/l	1.0						
m,p-Xylene	< 2.0		µg/l	2.0						
o-Xylene	< 1.0		µg/l	1.0						
Tetrahydrofuran	< 2.0		µg/l	2.0						
Ethyl ether	< 1.0		µg/l	1.0						
Tert-amyl methyl ether	< 1.0		µg/l	1.0						
Ethyl tert-butyl ether	< 1.0		µg/l	1.0						
Di-isopropyl ether	< 1.0		µg/l	1.0						
Tert-Butanol / butyl alcohol	< 10.0		µg/l	10.0						
1,4-Dioxane	< 20.0		µg/l	20.0						
trans-1,4-Dichloro-2-butene	< 5.0		µg/l	5.0						
Ethanol	< 400		µg/l	400						
Surrogate: 4-Bromofluorobenzene	*45.6*		µg/l		*50.0*		*91*	*70-130*		
Surrogate: Toluene-d8	*50.4*		µg/l		*50.0*		*101*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*55.9*		µg/l		*50.0*		*112*	*70-130*		

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124902 - SW846 5030 Water MS										
Blank (1124902-BLK1)						Prepared & Analyzed: 30-Nov-11				
Surrogate: Dibromofluoromethane	*55.9*		µg/l		*50.0*		*112*	*70-130*		
LCS (1124902-BS1)						Prepared & Analyzed: 30-Nov-11				
1,1,2-Trichlorotrifluoroethane (Freon 113)	**25.5**		µg/l		20.0		127	70-130		
Acetone	**22.6**		µg/l		20.0		113	70-130		
Acrylonitrile	**21.4**		µg/l		20.0		107	70-130		
Benzene	**18.4**		µg/l		20.0		92	70-130		
Bromobenzene	**23.5**		µg/l		20.0		117	70-130		
Bromochloromethane	**21.0**		µg/l		20.0		105	70-130		
Bromodichloromethane	**20.8**		µg/l		20.0		104	70-130		
Bromoform	**28.3**	QC2	µg/l		20.0		142	70-130		
Bromomethane	**27.0**		µg/l		20.0		135	70-130		
2-Butanone (MEK)	**17.8**		µg/l		20.0		89	70-130		
n-Butylbenzene	**18.2**		µg/l		20.0		91	70-130		
sec-Butylbenzene	**22.8**		µg/l		20.0		114	70-130		
tert-Butylbenzene	**24.0**		µg/l		20.0		120	70-130		
Carbon disulfide	**23.3**		µg/l		20.0		116	70-130		
Carbon tetrachloride	**26.8**	QM9	µg/l		20.0		134	70-130		
Chlorobenzene	**19.8**		µg/l		20.0		99	70-130		
Chloroethane	**21.8**		µg/l		20.0		109	70-130		
Chloroform	**22.1**		µg/l		20.0		110	70-130		
Chloromethane	**21.6**		µg/l		20.0		108	70-130		
2-Chlorotoluene	**19.8**		µg/l		20.0		99	70-130		
4-Chlorotoluene	**20.4**		µg/l		20.0		102	70-130		
1,2-Dibromo-3-chloropropane	**19.8**		µg/l		20.0		99	70-130		
Dibromochloromethane	**24.1**		µg/l		20.0		121	70-130		
1,2-Dibromoethane (EDB)	**20.9**		µg/l		20.0		104	70-130		
Dibromomethane	**18.6**		µg/l		20.0		93	70-130		
1,2-Dichlorobenzene	**18.7**		µg/l		20.0		93	70-130		
1,3-Dichlorobenzene	**23.8**		µg/l		20.0		119	70-130		
1,4-Dichlorobenzene	**18.3**		µg/l		20.0		92	70-130		
Dichlorodifluoromethane (Freon12)	**21.7**		µg/l		20.0		108	70-130		
1,1-Dichloroethane	**17.6**		µg/l		20.0		88	70-130		
1,2-Dichloroethane	**19.2**		µg/l		20.0		96	70-130		
1,1-Dichloroethene	**24.0**		µg/l		20.0		120	70-130		
cis-1,2-Dichloroethene	**19.9**		µg/l		20.0		100	70-130		
trans-1,2-Dichloroethene	**22.7**		µg/l		20.0		114	70-130		
1,2-Dichloropropane	**18.4**		µg/l		20.0		92	70-130		
1,3-Dichloropropane	**17.4**		µg/l		20.0		87	70-130		
2,2-Dichloropropane	**21.5**		µg/l		20.0		107	70-130		
1,1-Dichloropropene	**18.7**		µg/l		20.0		94	70-130		
cis-1,3-Dichloropropene	**19.6**		µg/l		20.0		98	70-130		
trans-1,3-Dichloropropene	**22.2**		µg/l		20.0		111	70-130		
Ethylbenzene	**19.4**		µg/l		20.0		97	70-130		
Hexachlorobutadiene	**22.6**		µg/l		20.0		113	70-130		
2-Hexanone (MBK)	**18.1**		µg/l		20.0		90	70-130		
Isopropylbenzene	**21.3**		µg/l		20.0		107	70-130		
4-Isopropyltoluene	**18.8**		µg/l		20.0		94	70-130		
Methyl tert-butyl ether	**17.4**		µg/l		20.0		87	70-130		
4-Methyl-2-pentanone (MIBK)	**19.3**		µg/l		20.0		96	70-130		
Methylene chloride	**21.4**		µg/l		20.0		107	70-130		
Naphthalene	**20.4**		µg/l		20.0		102	70-130		

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124902 - SW846 5030 Water MS										
LCS (1124902-BS1)					Prepared & Analyzed: 30-Nov-11					
n-Propylbenzene	**21.6**		µg/l		20.0		108	70-130		
Styrene	**21.2**		µg/l		20.0		106	70-130		
1,1,1,2-Tetrachloroethane	**24.0**		µg/l		20.0		120	70-130		
1,1,2,2-Tetrachloroethane	**19.5**		µg/l		20.0		98	70-130		
Tetrachloroethene	**23.4**		µg/l		20.0		117	70-130		
Toluene	**18.8**		µg/l		20.0		94	70-130		
1,2,3-Trichlorobenzene	**20.6**		µg/l		20.0		103	70-130		
1,2,4-Trichlorobenzene	**20.6**		µg/l		20.0		104	70-130		
1,3,5-Trichlorobenzene	**19.5**		µg/l		20.0		97	70-130		
1,1,1-Trichloroethane	**23.5**		µg/l		20.0		117	70-130		
1,1,2-Trichloroethane	**18.8**		µg/l		20.0		94	70-130		
Trichloroethene	**19.6**		µg/l		20.0		98	70-130		
Trichlorofluoromethane (Freon 11)	**23.6**		µg/l		20.0		118	70-130		
1,2,3-Trichloropropane	**19.5**		µg/l		20.0		98	70-130		
1,2,4-Trimethylbenzene	**22.8**		µg/l		20.0		114	70-130		
1,3,5-Trimethylbenzene	**22.8**		µg/l		20.0		114	70-130		
Vinyl chloride	**27.9**	QC2	µg/l		20.0		140	70-130		
m,p-Xylene	**42.8**		µg/l		40.0		107	70-130		
o-Xylene	**21.5**		µg/l		20.0		108	70-130		
Tetrahydrofuran	**17.9**		µg/l		20.0		90	70-130		
Ethyl ether	**21.6**		µg/l		20.0		108	70-130		
Tert-amyl methyl ether	**19.5**		µg/l		20.0		98	70-130		
Ethyl tert-butyl ether	**19.2**		µg/l		20.0		96	70-130		
Di-isopropyl ether	**18.5**		µg/l		20.0		92	70-130		
Tert-Butanol / butyl alcohol	**222**		µg/l		200		111	70-130		
1,4-Dioxane	**184**		µg/l		200		92	70-130		
trans-1,4-Dichloro-2-butene	**23.2**		µg/l		20.0		116	70-130		
Ethanol	**360**		µg/l		400		90	70-130		
Surrogate: 4-Bromofluorobenzene	*51.7*		µg/l		*50.0*		*103*	*70-130*		
Surrogate: Toluene-d8	*50.4*		µg/l		*50.0*		*101*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*50.9*		µg/l		*50.0*		*102*	*70-130*		
Surrogate: Dibromofluoromethane	*53.2*		µg/l		*50.0*		*106*	*70-130*		
LCS Dup (1124902-BSD1)					Prepared & Analyzed: 30-Nov-11					
1,1,2-Trichlorotrifluoroethane (Freon 113)	**24.9**		µg/l		20.0		124	70-130	2	25
Acetone	**25.5**		µg/l		20.0		127	70-130	12	50
Acrylonitrile	**22.6**		µg/l		20.0		113	70-130	5	25
Benzene	**19.1**		µg/l		20.0		95	70-130	4	25
Bromobenzene	**21.6**		µg/l		20.0		108	70-130	8	25
Bromochloromethane	**21.3**		µg/l		20.0		107	70-130	1	25
Bromodichloromethane	**21.6**		µg/l		20.0		108	70-130	4	25
Bromoform	**28.3**	QC2	µg/l		20.0		142	70-130	0	25
Bromomethane	**26.2**		µg/l		20.0		131	70-130	3	50
2-Butanone (MEK)	**15.6**		µg/l		20.0		78	70-130	13	50
n-Butylbenzene	**18.6**		µg/l		20.0		93	70-130	2	25
sec-Butylbenzene	**21.6**		µg/l		20.0		108	70-130	5	25
tert-Butylbenzene	**22.3**		µg/l		20.0		112	70-130	7	25
Carbon disulfide	**23.2**		µg/l		20.0		116	70-130	0.2	25
Carbon tetrachloride	**25.9**		µg/l		20.0		130	70-130	4	25
Chlorobenzene	**18.7**		µg/l		20.0		94	70-130	6	25
Chloroethane	**21.9**		µg/l		20.0		110	70-130	0.7	50
Chloroform	**22.1**		µg/l		20.0		111	70-130	0.4	25

Volatile Organic Compounds - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124902 - SW846 5030 Water MS										
LCS Dup (1124902-BSD1)					Prepared & Analyzed: 30-Nov-11					
Chloromethane	**21.6**		µg/l		20.0		108	70-130	0.2	25
2-Chlorotoluene	**18.9**		µg/l		20.0		95	70-130	4	25
4-Chlorotoluene	**20.0**		µg/l		20.0		100	70-130	2	25
1,2-Dibromo-3-chloropropane	**20.6**		µg/l		20.0		103	70-130	4	25
Dibromochloromethane	**23.4**		µg/l		20.0		117	70-130	3	50
1,2-Dibromoethane (EDB)	**21.4**		µg/l		20.0		107	70-130	2	25
Dibromomethane	**19.6**		µg/l		20.0		98	70-130	5	25
1,2-Dichlorobenzene	**18.5**		µg/l		20.0		93	70-130	0.8	25
1,3-Dichlorobenzene	**21.8**		µg/l		20.0		109	70-130	8	25
1,4-Dichlorobenzene	**18.1**		µg/l		20.0		91	70-130	0.9	25
Dichlorodifluoromethane (Freon12)	**21.4**		µg/l		20.0		107	70-130	1	50
1,1-Dichloroethane	**18.1**		µg/l		20.0		91	70-130	3	25
1,2-Dichloroethane	**20.5**		µg/l		20.0		102	70-130	6	25
1,1-Dichloroethene	**23.2**		µg/l		20.0		116	70-130	3	25
cis-1,2-Dichloroethene	**18.9**		µg/l		20.0		95	70-130	5	25
trans-1,2-Dichloroethene	**22.7**		µg/l		20.0		113	70-130	0.04	25
1,2-Dichloropropane	**19.5**		µg/l		20.0		98	70-130	6	25
1,3-Dichloropropane	**17.9**		µg/l		20.0		90	70-130	3	25
2,2-Dichloropropane	**20.5**		µg/l		20.0		102	70-130	5	25
1,1-Dichloropropene	**19.8**		µg/l		20.0		99	70-130	5	25
cis-1,3-Dichloropropene	**20.7**		µg/l		20.0		104	70-130	6	25
trans-1,3-Dichloropropene	**23.5**		µg/l		20.0		117	70-130	5	25
Ethylbenzene	**18.8**		µg/l		20.0		94	70-130	3	25
Hexachlorobutadiene	**20.4**		µg/l		20.0		102	70-130	11	50
2-Hexanone (MBK)	**19.4**		µg/l		20.0		97	70-130	7	25
Isopropylbenzene	**20.5**		µg/l		20.0		102	70-130	4	25
4-Isopropyltoluene	**18.5**		µg/l		20.0		93	70-130	2	25
Methyl tert-butyl ether	**17.6**		µg/l		20.0		88	70-130	1	25
4-Methyl-2-pentanone (MIBK)	**21.2**		µg/l		20.0		106	70-130	10	50
Methylene chloride	**21.4**		µg/l		20.0		107	70-130	0.3	25
Naphthalene	**20.8**		µg/l		20.0		104	70-130	2	25
n-Propylbenzene	**20.5**		µg/l		20.0		103	70-130	5	25
Styrene	**20.2**		µg/l		20.0		101	70-130	5	25
1,1,1,2-Tetrachloroethane	**23.5**		µg/l		20.0		117	70-130	2	25
1,1,2,2-Tetrachloroethane	**20.0**		µg/l		20.0		100	70-130	2	25
Tetrachloroethene	**22.1**		µg/l		20.0		110	70-130	6	25
Toluene	**18.7**		µg/l		20.0		93	70-130	0.7	25
1,2,3-Trichlorobenzene	**19.4**		µg/l		20.0		97	70-130	6	25
1,2,4-Trichlorobenzene	**20.2**		µg/l		20.0		101	70-130	3	25
1,3,5-Trichlorobenzene	**19.3**		µg/l		20.0		96	70-130	1	25
1,1,1-Trichloroethane	**23.1**		µg/l		20.0		115	70-130	2	25
1,1,2-Trichloroethane	**19.4**		µg/l		20.0		97	70-130	3	25
Trichloroethene	**19.4**		µg/l		20.0		97	70-130	0.7	25
Trichlorofluoromethane (Freon 11)	**23.4**		µg/l		20.0		117	70-130	0.8	50
1,2,3-Trichloropropane	**19.5**		µg/l		20.0		97	70-130	0.3	25
1,2,4-Trimethylbenzene	**21.3**		µg/l		20.0		106	70-130	7	25
1,3,5-Trimethylbenzene	**21.1**		µg/l		20.0		105	70-130	8	25
Vinyl chloride	**26.7**	QC2	µg/l		20.0		134	70-130	4	25
m,p-Xylene	**41.5**		µg/l		40.0		104	70-130	3	25
o-Xylene	**20.6**		µg/l		20.0		103	70-130	4	25
Tetrahydrofuran	**20.0**		µg/l		20.0		100	70-130	11	25
Ethyl ether	**22.1**		µg/l		20.0		110	70-130	2	50

Volatile Organic Compounds - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124902 - SW846 5030 Water MS										
LCS Dup (1124902-BSD1)					Prepared & Analyzed: 30-Nov-11					
Tert-amyl methyl ether	**19.8**		µg/l		20.0		99	70-130	2	25
Ethyl tert-butyl ether	**19.9**		µg/l		20.0		100	70-130	4	25
Di-isopropyl ether	**19.0**		µg/l		20.0		95	70-130	3	25
Tert-Butanol / butyl alcohol	**252**		µg/l		200		126	70-130	13	25
1,4-Dioxane	**161**		µg/l		200		81	70-130	14	25
trans-1,4-Dichloro-2-butene	**22.0**		µg/l		20.0		110	70-130	6	25
Ethanol	**360**		µg/l		400		90	70-130	0.1	30
Surrogate: 4-Bromofluorobenzene	*50.8*		µg/l		*50.0*		*102*	*70-130*		
Surrogate: Toluene-d8	*50.4*		µg/l		*50.0*		*101*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*51.1*		µg/l		*50.0*		*102*	*70-130*		
Surrogate: Dibromofluoromethane	*54.2*		µg/l		*50.0*		*108*	*70-130*		
Matrix Spike (1124902-MS1)			Source: SB39636-09		Prepared & Analyzed: 30-Nov-11					
1,1,2-Trichlorotrifluoroethane (Freon 113)	**24.4**		µg/l		20.0	BRL	122	70-130		
Acetone	**35.1**		µg/l		20.0	9.6	128	70-130		
Acrylonitrile	**22.8**		µg/l		20.0	BRL	114	70-130		
Benzene	**18.8**		µg/l		20.0	0.1	94	70-130		
Bromobenzene	**21.1**		µg/l		20.0	BRL	105	70-130		
Bromochloromethane	**20.6**		µg/l		20.0	BRL	103	70-130		
Bromodichloromethane	**21.0**		µg/l		20.0	BRL	105	70-130		
Bromoform	**27.2**	QC2	µg/l		20.0	BRL	136	70-130		
Bromomethane	**24.6**		µg/l		20.0	BRL	123	70-130		
2-Butanone (MEK)	**16.2**		µg/l		20.0	BRL	81	70-130		
n-Butylbenzene	**24.8**		µg/l		20.0	2.2	113	70-130		
sec-Butylbenzene	**27.5**		µg/l		20.0	2.3	126	70-130		
tert-Butylbenzene	**20.5**		µg/l		20.0	0.5	100	70-130		
Carbon disulfide	**21.5**		µg/l		20.0	0.2	106	70-130		
Carbon tetrachloride	**26.2**	QM7	µg/l		20.0	BRL	131	70-130		
Chlorobenzene	**18.9**		µg/l		20.0	BRL	95	70-130		
Chloroethane	**20.8**		µg/l		20.0	BRL	104	70-130		
Chloroform	**22.9**		µg/l		20.0	BRL	115	70-130		
Chloromethane	**20.6**		µg/l		20.0	BRL	103	70-130		
2-Chlorotoluene	**18.8**		µg/l		20.0	BRL	94	70-130		
4-Chlorotoluene	**19.3**		µg/l		20.0	BRL	96	70-130		
1,2-Dibromo-3-chloropropane	**23.0**		µg/l		20.0	BRL	115	70-130		
Dibromochloromethane	**23.7**		µg/l		20.0	BRL	119	70-130		
1,2-Dibromoethane (EDB)	**20.4**		µg/l		20.0	BRL	102	70-130		
Dibromomethane	**18.7**		µg/l		20.0	BRL	93	70-130		
1,2-Dichlorobenzene	**18.9**		µg/l		20.0	BRL	95	70-130		
1,3-Dichlorobenzene	**20.5**		µg/l		20.0	BRL	103	70-130		
1,4-Dichlorobenzene	**17.3**		µg/l		20.0	BRL	86	70-130		
Dichlorodifluoromethane (Freon12)	**20.0**		µg/l		20.0	BRL	100	70-130		
1,1-Dichloroethane	**18.1**		µg/l		20.0	BRL	90	70-130		
1,2-Dichloroethane	**20.6**		µg/l		20.0	BRL	103	70-130		
1,1-Dichloroethene	**22.6**		µg/l		20.0	BRL	113	70-130		
cis-1,2-Dichloroethene	**18.8**		µg/l		20.0	BRL	94	70-130		
trans-1,2-Dichloroethene	**20.7**		µg/l		20.0	BRL	104	70-130		
1,2-Dichloropropane	**19.6**		µg/l		20.0	BRL	98	70-130		
1,3-Dichloropropane	**18.7**		µg/l		20.0	BRL	94	70-130		
2,2-Dichloropropane	**21.1**		µg/l		20.0	BRL	106	70-130		
1,1-Dichloropropene	**18.9**		µg/l		20.0	BRL	95	70-130		
cis-1,3-Dichloropropene	**21.6**		µg/l		20.0	BRL	108	70-130		

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124902 - SW846 5030 Water MS										
Matrix Spike (1124902-MS1)			Source: SB39636-09		Prepared & Analyzed: 30-Nov-11					
trans-1,3-Dichloropropene	**22.1**		µg/l		20.0	BRL	110	70-130		
Ethylbenzene	**18.8**		µg/l		20.0	0.2	93	70-130		
Hexachlorobutadiene	**11.7**	QM7	µg/l		20.0	BRL	58	70-130		
2-Hexanone (MBK)	**20.1**		µg/l		20.0	BRL	100	70-130		
Isopropylbenzene	**27.4**		µg/l		20.0	3.3	121	70-130		
4-Isopropyltoluene	**15.6**		µg/l		20.0	0.2	77	70-130		
Methyl tert-butyl ether	**18.0**		µg/l		20.0	BRL	90	70-130		
4-Methyl-2-pentanone (MIBK)	**22.6**		µg/l		20.0	BRL	113	70-130		
Methylene chloride	**21.1**		µg/l		20.0	BRL	105	70-130		
Naphthalene	**49.9**	QM7	µg/l		20.0	11.1	194	70-130		
n-Propylbenzene	**36.4**	QM7	µg/l		20.0	5.6	154	70-130		
Styrene	**19.8**		µg/l		20.0	BRL	99	70-130		
1,1,1,2-Tetrachloroethane	**23.7**		µg/l		20.0	BRL	118	70-130		
1,1,2,2-Tetrachloroethane	**20.6**		µg/l		20.0	BRL	103	70-130		
Tetrachloroethene	**21.9**		µg/l		20.0	BRL	110	70-130		
Toluene	**18.3**		µg/l		20.0	BRL	91	70-130		
1,2,3-Trichlorobenzene	**20.7**		µg/l		20.0	BRL	104	70-130		
1,2,4-Trichlorobenzene	**22.1**		µg/l		20.0	BRL	110	70-130		
1,3,5-Trichlorobenzene	**18.7**		µg/l		20.0	BRL	93	70-130		
1,1,1-Trichloroethane	**22.6**		µg/l		20.0	BRL	113	70-130		
1,1,2-Trichloroethane	**19.5**		µg/l		20.0	BRL	97	70-130		
Trichloroethene	**19.4**		µg/l		20.0	BRL	97	70-130		
Trichlorofluoromethane (Freon 11)	**22.2**		µg/l		20.0	BRL	111	70-130		
1,2,3-Trichloropropane	**20.0**		µg/l		20.0	BRL	100	70-130		
1,2,4-Trimethylbenzene	**20.6**		µg/l		20.0	0.2	102	70-130		
1,3,5-Trimethylbenzene	**19.7**		µg/l		20.0	0.1	98	70-130		
Vinyl chloride	**25.8**		µg/l		20.0	BRL	129	70-130		
m,p-Xylene	**39.8**		µg/l		40.0	BRL	100	70-130		
o-Xylene	**19.0**		µg/l		20.0	BRL	95	70-130		
Tetrahydrofuran	**19.8**		µg/l		20.0	BRL	99	70-130		
Ethyl ether	**20.2**		µg/l		20.0	BRL	101	70-130		
Tert-amyl methyl ether	**19.6**		µg/l		20.0	BRL	98	70-130		
Ethyl tert-butyl ether	**20.7**		µg/l		20.0	BRL	104	70-130		
Di-isopropyl ether	**19.5**		µg/l		20.0	BRL	97	70-130		
Tert-Butanol / butyl alcohol	**234**		µg/l		200	BRL	117	70-130		
1,4-Dioxane	**198**		µg/l		200	BRL	99	70-130		
trans-1,4-Dichloro-2-butene	**24.0**		µg/l		20.0	BRL	120	70-130		
Ethanol	**176**	QM7	µg/l		400	BRL	44	70-130		
Surrogate: 4-Bromofluorobenzene	*52.0*		µg/l		*50.0*		*104*	*70-130*		
Surrogate: Toluene-d8	*50.0*		µg/l		*50.0*		*100*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*53.4*		µg/l		*50.0*		*107*	*70-130*		
Surrogate: Dibromofluoromethane	*53.5*		µg/l		*50.0*		*107*	*70-130*		
Matrix Spike Dup (1124902-MSD1)			Source: SB39636-09		Prepared: 30-Nov-11 Analyzed: 01-Dec-11					
1,1,2-Trichlorotrifluoroethane (Freon 113)	**23.2**		µg/l		20.0	BRL	116	70-130	5	30
Acetone	**33.1**		µg/l		20.0	9.6	117	70-130	8	30
Acrylonitrile	**23.6**		µg/l		20.0	BRL	118	70-130	3	30
Benzene	**18.5**		µg/l		20.0	0.1	92	70-130	2	30
Bromobenzene	**21.7**		µg/l		20.0	BRL	109	70-130	3	30
Bromochloromethane	**22.0**		µg/l		20.0	BRL	110	70-130	7	30
Bromodichloromethane	**21.2**		µg/l		20.0	BRL	106	70-130	0.8	30
Bromoform	**28.3**	QC2	µg/l		20.0	BRL	141	70-130	4	30

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124902 - SW846 5030 Water MS										
Matrix Spike Dup (1124902-MSD1)			Source: SB39636-09		Prepared: 30-Nov-11 Analyzed: 01-Dec-11					
Bromomethane	23.7		µg/l		20.0	BRL	119	70-130	3	30
2-Butanone (MEK)	16.1		µg/l		20.0	BRL	81	70-130	0.4	30
n-Butylbenzene	23.3		µg/l		20.0	2.2	105	70-130	7	30
sec-Butylbenzene	26.6		µg/l		20.0	2.3	121	70-130	4	30
tert-Butylbenzene	20.6		µg/l		20.0	0.5	101	70-130	0.9	30
Carbon disulfide	20.2		µg/l		20.0	0.2	100	70-130	6	30
Carbon tetrachloride	27.3	QM7	µg/l		20.0	BRL	137	70-130	4	30
Chlorobenzene	18.2		µg/l		20.0	BRL	91	70-130	4	30
Chloroethane	20.3		µg/l		20.0	BRL	102	70-130	2	30
Chloroform	22.3		µg/l		20.0	BRL	111	70-130	3	30
Chloromethane	19.9		µg/l		20.0	BRL	99	70-130	4	30
2-Chlorotoluene	18.1		µg/l		20.0	BRL	90	70-130	4	30
4-Chlorotoluene	18.6		µg/l		20.0	BRL	93	70-130	4	30
1,2-Dibromo-3-chloropropane	21.2		µg/l		20.0	BRL	106	70-130	8	30
Dibromochloromethane	23.6		µg/l		20.0	BRL	118	70-130	0.7	30
1,2-Dibromoethane (EDB)	20.5		µg/l		20.0	BRL	103	70-130	0.4	30
Dibromomethane	18.8		µg/l		20.0	BRL	94	70-130	0.4	30
1,2-Dichlorobenzene	17.9		µg/l		20.0	BRL	89	70-130	6	30
1,3-Dichlorobenzene	20.6		µg/l		20.0	BRL	103	70-130	0.5	30
1,4-Dichlorobenzene	17.2		µg/l		20.0	BRL	86	70-130	0.3	30
Dichlorodifluoromethane (Freon12)	20.0		µg/l		20.0	BRL	100	70-130	0.3	30
1,1-Dichloroethane	17.4		µg/l		20.0	BRL	87	70-130	4	30
1,2-Dichloroethane	19.8		µg/l		20.0	BRL	99	70-130	4	30
1,1-Dichloroethene	23.7		µg/l		20.0	BRL	119	70-130	5	30
cis-1,2-Dichloroethene	18.8		µg/l		20.0	BRL	94	70-130	0.2	30
trans-1,2-Dichloroethene	19.4		µg/l		20.0	BRL	97	70-130	7	30
1,2-Dichloropropane	18.4		µg/l		20.0	BRL	92	70-130	6	30
1,3-Dichloropropane	17.6		µg/l		20.0	BRL	88	70-130	6	30
2,2-Dichloropropane	22.1		µg/l		20.0	BRL	110	70-130	4	30
1,1-Dichloropropene	19.3		µg/l		20.0	BRL	96	70-130	2	30
cis-1,3-Dichloropropene	21.4		µg/l		20.0	BRL	107	70-130	0.9	30
trans-1,3-Dichloropropene	23.3		µg/l		20.0	BRL	116	70-130	5	30
Ethylbenzene	18.6		µg/l		20.0	0.2	92	70-130	1	30
Hexachlorobutadiene	11.2	QM7	µg/l		20.0	BRL	56	70-130	4	30
2-Hexanone (MBK)	19.7		µg/l		20.0	BRL	99	70-130	2	30
Isopropylbenzene	27.5		µg/l		20.0	3.3	121	70-130	0.5	30
4-Isopropyltoluene	15.3		µg/l		20.0	0.2	76	70-130	2	30
Methyl tert-butyl ether	18.8		µg/l		20.0	BRL	94	70-130	4	30
4-Methyl-2-pentanone (MIBK)	21.0		µg/l		20.0	BRL	105	70-130	7	30
Methylene chloride	20.8		µg/l		20.0	BRL	104	70-130	1	30
Naphthalene	47.5	QM7	µg/l		20.0	11.1	182	70-130	6	30
n-Propylbenzene	35.4	QM7	µg/l		20.0	5.6	149	70-130	3	30
Styrene	19.7		µg/l		20.0	BRL	98	70-130	0.5	30
1,1,1,2-Tetrachloroethane	24.0		µg/l		20.0	BRL	120	70-130	1	30
1,1,2,2-Tetrachloroethane	19.1		µg/l		20.0	BRL	95	70-130	8	30
Tetrachloroethene	22.3		µg/l		20.0	BRL	112	70-130	2	30
Toluene	18.0		µg/l		20.0	BRL	90	70-130	1	30
1,2,3-Trichlorobenzene	20.4		µg/l		20.0	BRL	102	70-130	2	30
1,2,4-Trichlorobenzene	22.1		µg/l		20.0	BRL	111	70-130	0.2	30
1,3,5-Trichlorobenzene	17.4		µg/l		20.0	BRL	87	70-130	7	30
1,1,1-Trichloroethane	23.0		µg/l		20.0	BRL	115	70-130	2	30
1,1,2-Trichloroethane	19.1		µg/l		20.0	BRL	96	70-130	2	30

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124902 - SW846 5030 Water MS										
Matrix Spike Dup (1124902-MSD1)			Source: SB39636-09		Prepared: 30-Nov-11 Analyzed: 01-Dec-11					
Trichloroethene	**17.9**		µg/l		20.0	BRL	90	70-130	8	30
Trichlorofluoromethane (Freon 11)	**23.4**		µg/l		20.0	BRL	117	70-130	5	30
1,2,3-Trichloropropane	**18.3**		µg/l		20.0	BRL	91	70-130	9	30
1,2,4-Trimethylbenzene	**19.7**		µg/l		20.0	0.2	98	70-130	4	30
1,3,5-Trimethylbenzene	**19.2**		µg/l		20.0	0.1	96	70-130	2	30
Vinyl chloride	**22.4**		µg/l		20.0	BRL	112	70-130	14	30
m,p-Xylene	**39.4**		µg/l		40.0	BRL	98	70-130	1	30
o-Xylene	**19.2**		µg/l		20.0	BRL	96	70-130	0.8	30
Tetrahydrofuran	**20.8**		µg/l		20.0	BRL	104	70-130	5	30
Ethyl ether	**21.5**		µg/l		20.0	BRL	108	70-130	6	30
Tert-amyl methyl ether	**19.5**		µg/l		20.0	BRL	97	70-130	0.7	30
Ethyl tert-butyl ether	**20.9**		µg/l		20.0	BRL	104	70-130	1	30
Di-isopropyl ether	**19.7**		µg/l		20.0	BRL	98	70-130	1	30
Tert-Butanol / butyl alcohol	**233**		µg/l		200	BRL	116	70-130	0.6	30
1,4-Dioxane	**210**		µg/l		200	BRL	105	70-130	6	30
trans-1,4-Dichloro-2-butene	**21.8**		µg/l		20.0	BRL	109	70-130	10	30
Ethanol	**374**	QR5	µg/l		400	BRL	93	70-130	72	30
Surrogate: 4-Bromofluorobenzene	*50.2*		µg/l		*50.0*		*100*	*70-130*		
Surrogate: Toluene-d8	*50.6*		µg/l		*50.0*		*101*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*53.1*		µg/l		*50.0*		*106*	*70-130*		
Surrogate: Dibromofluoromethane	*54.9*		µg/l		*50.0*		*110*	*70-130*		

Organic Compounds by Modified SW846 8015 - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124624 - SW846 8015 Mod.										
Blank (1124624-BLK1)						Prepared & Analyzed: 28-Nov-11				
Diethylene glycol	< 20.0		mg/l	20.0						
Ethylene glycol	< 10.0		mg/l	10.0						
Ethylene glycol monobutyl ether	< 10.0		mg/l	10.0						
Propylene glycol	< 10.0		mg/l	10.0						
Surrogate: 1-Pentanol	*43.2*		mg/l		*50.0*		*86*	*40-140*		
LCS (1124624-BS1)						Prepared & Analyzed: 28-Nov-11				
Diethylene glycol	**95.3**		mg/l	20.0	100		95	40-140		
Ethylene glycol	**89.2**		mg/l	10.0	100		89	40-140		
Ethylene glycol monobutyl ether	**88.0**		mg/l	10.0	100		88	40-140		
Propylene glycol	**84.0**		mg/l	10.0	100		84	40-140		

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124503 - SW846 3510C										
Blank (1124503-BLK1)					Prepared: 23-Nov-11 Analyzed: 30-Nov-11					
Tentatively Identified Compounds	0.00		µg/l							
Acenaphthene	< 5.00		µg/l	5.00						
Acenaphthylene	< 5.00		µg/l	5.00						
Aniline	< 5.00		µg/l	5.00						
Anthracene	< 5.00		µg/l	5.00						
Azobenzene/Diphenyldiazine	< 5.00		µg/l	5.00						
Benzidine	< 5.00		µg/l	5.00						
Benzo (a) anthracene	< 5.00		µg/l	5.00						
Benzo (a) pyrene	< 5.00		µg/l	5.00						
Benzo (b) fluoranthene	< 5.00		µg/l	5.00						
Benzo (g,h,i) perylene	< 5.00		µg/l	5.00						
Benzo (k) fluoranthene	< 5.00		µg/l	5.00						
Benzoic acid	< 5.00		µg/l	5.00						
Benzyl alcohol	< 5.00		µg/l	5.00						
Bis(2-chloroethoxy)methane	< 5.00		µg/l	5.00						
Bis(2-chloroethyl)ether	< 5.00		µg/l	5.00						
Bis(2-chloroisopropyl)ether	< 5.00		µg/l	5.00						
Bis(2-ethylhexyl)phthalate	< 5.00		µg/l	5.00						
4-Bromophenyl phenyl ether	< 5.00		µg/l	5.00						
Butyl benzyl phthalate	< 5.00		µg/l	5.00						
Carbazole	< 5.00		µg/l	5.00						
4-Chloro-3-methylphenol	< 5.00		µg/l	5.00						
4-Chloroaniline	< 5.00		µg/l	5.00						
2-Chloronaphthalene	< 5.00		µg/l	5.00						
2-Chlorophenol	< 5.00		µg/l	5.00						
4-Chlorophenyl phenyl ether	< 5.00		µg/l	5.00						
Chrysene	< 5.00		µg/l	5.00						
Dibenzo (a,h) anthracene	< 5.00		µg/l	5.00						
Dibenzofuran	< 5.00		µg/l	5.00						
1,2-Dichlorobenzene	< 5.00		µg/l	5.00						
1,3-Dichlorobenzene	< 5.00		µg/l	5.00						
1,4-Dichlorobenzene	< 5.00		µg/l	5.00						
3,3'-Dichlorobenzidine	< 5.00		µg/l	5.00						
2,4-Dichlorophenol	< 5.00		µg/l	5.00						
Diethyl phthalate	< 5.00		µg/l	5.00						
Dimethyl phthalate	< 5.00		µg/l	5.00						
2,4-Dimethylphenol	< 5.00		µg/l	5.00						
Di-n-butyl phthalate	< 5.00		µg/l	5.00						
4,6-Dinitro-2-methylphenol	< 5.00		µg/l	5.00						
2,4-Dinitrophenol	< 5.00		µg/l	5.00						
2,4-Dinitrotoluene	< 5.00		µg/l	5.00						
2,6-Dinitrotoluene	< 5.00		µg/l	5.00						
Di-n-octyl phthalate	< 5.00		µg/l	5.00						
Fluoranthene	< 5.00		µg/l	5.00						
Fluorene	< 5.00		µg/l	5.00						
Hexachlorobenzene	< 5.00		µg/l	5.00						
Hexachlorobutadiene	< 5.00		µg/l	5.00						
Hexachlorocyclopentadiene	< 5.00		µg/l	5.00						
Hexachloroethane	< 5.00		µg/l	5.00						
Indeno (1,2,3-cd) pyrene	< 5.00		µg/l	5.00						
Isophorone	< 5.00		µg/l	5.00						
2-Methylnaphthalene	< 5.00		µg/l	5.00						

Semivolatile Organic Compounds by GCMS - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124503 - SW846 3510C										
Blank (1124503-BLK1)					Prepared: 23-Nov-11 Analyzed: 30-Nov-11					
2-Methylphenol	< 5.00		µg/l	5.00						
3 & 4-Methylphenol	< 10.0		µg/l	10.0						
Naphthalene	< 5.00		µg/l	5.00						
2-Nitroaniline	< 5.00		µg/l	5.00						
3-Nitroaniline	< 5.00		µg/l	5.00						
4-Nitroaniline	< 20.0		µg/l	20.0						
Nitrobenzene	< 5.00		µg/l	5.00						
2-Nitrophenol	< 5.00		µg/l	5.00						
4-Nitrophenol	< 20.0		µg/l	20.0						
N-Nitrosodimethylamine	< 5.00		µg/l	5.00						
N-Nitrosodi-n-propylamine	< 5.00		µg/l	5.00						
N-Nitrosodiphenylamine	< 5.00		µg/l	5.00						
Pentachlorophenol	< 20.0		µg/l	20.0						
Phenanthrene	< 5.00		µg/l	5.00						
Phenol	< 5.00		µg/l	5.00						
Pyrene	< 5.00		µg/l	5.00						
Pyridine	< 5.00		µg/l	5.00						
1,2,4-Trichlorobenzene	< 5.00		µg/l	5.00						
1-Methylnaphthalene	< 5.00		µg/l	5.00						
2,4,5-Trichlorophenol	< 5.00		µg/l	5.00						
2,4,6-Trichlorophenol	< 5.00		µg/l	5.00						
Pentachloronitrobenzene	< 5.00		µg/l	5.00						
1,2,4,5-Tetrachlorobenzene	< 5.00		µg/l	5.00						
Surrogate: 2-Fluorobiphenyl	*33.6*		µg/l		*50.0*		*67*	*30-130*		
Surrogate: 2-Fluorophenol	*24.0*		µg/l		*50.0*		*48*	*15-110*		
Surrogate: Nitrobenzene-d5	*35.6*		µg/l		*50.0*		*71*	*30-130*		
Surrogate: Phenol-d5	*18.0*		µg/l		*50.0*		*36*	*15-110*		
Surrogate: Terphenyl-d14	*38.6*		µg/l		*50.0*		*77*	*30-130*		
Surrogate: 2,4,6-Tribromophenol	*34.5*		µg/l		*50.0*		*69*	*15-110*		
LCS (1124503-BS1)					Prepared: 23-Nov-11 Analyzed: 30-Nov-11					
Acenaphthene	**32.2**		µg/l	5.00	50.0		64	40-130		
Acenaphthylene	**32.2**		µg/l	5.00	50.0		64	40-130		
Aniline	**30.9**		µg/l	5.00	50.0		62	40-130		
Anthracene	**34.3**		µg/l	5.00	50.0		69	40-130		
Azobenzene/Diphenyldiazine	**33.8**		µg/l	5.00	50.0		68	40-130		
Benzidine	**5.68**	QC2	µg/l	5.00	50.0		11	40-140		
Benzo (a) anthracene	**33.8**		µg/l	5.00	50.0		68	40-130		
Benzo (a) pyrene	**33.2**		µg/l	5.00	50.0		66	40-130		
Benzo (b) fluoranthene	**30.5**		µg/l	5.00	50.0		61	40-130		
Benzo (g,h,i) perylene	**32.5**		µg/l	5.00	50.0		65	40-130		
Benzo (k) fluoranthene	**37.1**		µg/l	5.00	50.0		74	40-130		
Benzoic acid	**14.0**	QC2	µg/l	5.00	50.0		28	40-130		
Benzyl alcohol	**31.6**		µg/l	5.00	50.0		63	40-130		
Bis(2-chloroethoxy)methane	**28.6**		µg/l	5.00	50.0		57	40-130		
Bis(2-chloroethyl)ether	**28.9**		µg/l	5.00	50.0		58	40-130		
Bis(2-chloroisopropyl)ether	**30.9**		µg/l	5.00	50.0		62	40-130		
Bis(2-ethylhexyl)phthalate	**34.9**		µg/l	5.00	50.0		70	40-130		
4-Bromophenyl phenyl ether	**30.9**		µg/l	5.00	50.0		62	40-130		
Butyl benzyl phthalate	**33.7**		µg/l	5.00	50.0		67	40-130		
Carbazole	**38.9**		µg/l	5.00	50.0		78	40-130		
4-Chloro-3-methylphenol	**33.4**		µg/l	5.00	50.0		67	40-130		

Semivolatile Organic Compounds by GCMS - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124503 - SW846 3510C										
LCS (1124503-BS1)					Prepared: 23-Nov-11 Analyzed: 30-Nov-11					
4-Chloroaniline	**34.8**		µg/l	5.00	50.0		70	40-130		
2-Chloronaphthalene	**29.7**		µg/l	5.00	50.0		59	40-130		
2-Chlorophenol	**28.2**		µg/l	5.00	50.0		56	40-130		
4-Chlorophenyl phenyl ether	**32.3**		µg/l	5.00	50.0		65	40-130		
Chrysene	**33.4**		µg/l	5.00	50.0		67	40-130		
Dibenzo (a,h) anthracene	**33.4**		µg/l	5.00	50.0		67	40-130		
Dibenzofuran	**30.9**		µg/l	5.00	50.0		62	40-130		
1,2-Dichlorobenzene	**27.6**		µg/l	5.00	50.0		55	40-130		
1,3-Dichlorobenzene	**28.2**		µg/l	5.00	50.0		52	40-130		
1,4-Dichlorobenzene	**27.2**		µg/l	5.00	50.0		54	40-130		
3,3'-Dichlorobenzidine	**39.4**		µg/l	5.00	50.0		79	40-130		
2,4-Dichlorophenol	**30.6**		µg/l	5.00	50.0		61	40-130		
Diethyl phthalate	**34.1**		µg/l	5.00	50.0		68	40-130		
Dimethyl phthalate	**31.6**		µg/l	5.00	50.0		63	40-130		
2,4-Dimethylphenol	**27.6**		µg/l	5.00	50.0		55	40-130		
Di-n-butyl phthalate	**33.5**		µg/l	5.00	50.0		67	40-130		
4,6-Dinitro-2-methylphenol	**29.6**		µg/l	5.00	50.0		59	40-130		
2,4-Dinitrophenol	**26.3**		µg/l	5.00	50.0		53	40-130		
2,4-Dinitrotoluene	**31.7**		µg/l	5.00	50.0		63	40-130		
2,6-Dinitrotoluene	**30.7**		µg/l	5.00	50.0		61	40-130		
Di-n-octyl phthalate	**34.9**		µg/l	5.00	50.0		70	40-130		
Fluoranthene	**32.1**		µg/l	5.00	50.0		64	40-130		
Fluorene	**32.8**		µg/l	5.00	50.0		66	40-130		
Hexachlorobenzene	**31.1**		µg/l	5.00	50.0		62	40-130		
Hexachlorobutadiene	**25.6**		µg/l	5.00	50.0		51	40-130		
Hexachlorocyclopentadiene	**20.8**		µg/l	5.00	50.0		42	40-130		
Hexachloroethane	**27.8**		µg/l	5.00	50.0		56	40-130		
Indeno (1,2,3-cd) pyrene	**30.6**		µg/l	5.00	50.0		61	40-130		
Isophorone	**29.2**		µg/l	5.00	50.0		58	40-130		
2-Methylnaphthalene	**32.2**		µg/l	5.00	50.0		64	40-130		
2-Methylphenol	**30.3**		µg/l	5.00	50.0		61	40-130		
3 & 4-Methylphenol	**29.0**		µg/l	10.0	50.0		58	40-130		
Naphthalene	**30.1**		µg/l	5.00	50.0		60	40-130		
2-Nitroaniline	**32.1**		µg/l	5.00	50.0		64	40-130		
3-Nitroaniline	**37.6**		µg/l	5.00	50.0		75	40-130		
4-Nitroaniline	**38.3**		µg/l	20.0	50.0		77	40-130		
Nitrobenzene	**30.1**		µg/l	5.00	50.0		60	40-130		
2-Nitrophenol	**29.5**		µg/l	5.00	50.0		59	40-130		
4-Nitrophenol	**20.8**		µg/l	20.0	50.0		42	40-130		
N-Nitrosodimethylamine	**23.4**		µg/l	5.00	50.0		47	40-130		
N-Nitrosodi-n-propylamine	**31.7**		µg/l	5.00	50.0		63	40-130		
N-Nitrosodiphenylamine	**36.5**		µg/l	5.00	50.0		73	40-130		
Pentachlorophenol	**28.4**		µg/l	20.0	50.0		57	40-130		
Phenanthrene	**31.2**		µg/l	5.00	50.0		62	40-130		
Phenol	**17.4**	QC2	µg/l	5.00	50.0		35	40-130		
Pyrene	**34.5**		µg/l	5.00	50.0		69	40-130		
Pyridine	**12.0**	QC2	µg/l	5.00	50.0		24	40-140		
1,2,4-Trichlorobenzene	**27.6**		µg/l	5.00	50.0		55	40-130		
1-Methylnaphthalene	**30.4**		µg/l	5.00	50.0		61	40-140		
2,4,5-Trichlorophenol	**32.8**		µg/l	5.00	50.0		66	40-130		
2,4,6-Trichlorophenol	**30.1**		µg/l	5.00	50.0		60	40-130		
Pentachloronitrobenzene	**35.8**		µg/l	5.00	50.0		72	40-140		

Semivolatile Organic Compounds by GCMS - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124503 - SW846 3510C										
LCS (1124503-BS1)					Prepared: 23-Nov-11 Analyzed: 30-Nov-11					
1,2,4,5-Tetrachlorobenzene	**33.6**		µg/l	5.00	50.0		67	40-140		
Surrogate: 2-Fluorobiphenyl	*32.4*		µg/l		*50.0*		*65*	*30-130*		
Surrogate: 2-Fluorophenol	*22.2*		µg/l		*50.0*		*44*	*15-110*		
Surrogate: Nitrobenzene-d5	*32.1*		µg/l		*50.0*		*64*	*30-130*		
Surrogate: Phenol-d5	*16.7*		µg/l		*50.0*		*33*	*15-110*		
Surrogate: Terphenyl-dl4	*36.2*		µg/l		*50.0*		*72*	*30-130*		
Surrogate: 2,4,6-Tribromophenol	*32.5*		µg/l		*50.0*		*65*	*15-110*		
LCS Dup (1124503-BSD1)					Prepared: 23-Nov-11 Analyzed: 30-Nov-11					
Acenaphthene	**33.2**		µg/l	5.00	50.0		66	40-130	3	20
Acenaphthylene	**32.6**		µg/l	5.00	50.0		65	40-130	1	20
Aniline	**23.6**	QR5	µg/l	5.00	50.0		47	40-130	27	20
Anthracene	**34.3**		µg/l	5.00	50.0		69	40-130	0.06	20
Azobenzene/Diphenyldiazine	**33.4**		µg/l	5.00	50.0		67	40-130	1	20
Benzidine	< 5.00	QC2	µg/l	5.00	50.0			40-140		20
Benzo (a) anthracene	**33.8**		µg/l	5.00	50.0		68	40-130	0.2	20
Benzo (a) pyrene	**32.6**		µg/l	5.00	50.0		65	40-130	2	20
Benzo (b) fluoranthene	**30.2**		µg/l	5.00	50.0		60	40-130	0.8	20
Benzo (g,h,i) perylene	**32.0**		µg/l	5.00	50.0		64	40-130	2	20
Benzo (k) fluoranthene	**37.4**		µg/l	5.00	50.0		75	40-130	0.9	20
Benzoic acid	**18.1**	QC2, QR5	µg/l	5.00	50.0		36	40-130	26	20
Benzyl alcohol	**31.0**		µg/l	5.00	50.0		62	40-130	2	20
Bis(2-chloroethoxy)methane	**28.1**		µg/l	5.00	50.0		56	40-130	2	20
Bis(2-chloroethyl)ether	**29.7**		µg/l	5.00	50.0		59	40-130	3	20
Bis(2-chloroisopropyl)ether	**31.6**		µg/l	5.00	50.0		63	40-130	2	20
Bis(2-ethylhexyl)phthalate	**35.0**		µg/l	5.00	50.0		70	40-130	0.4	20
4-Bromophenyl phenyl ether	**30.9**		µg/l	5.00	50.0		62	40-130	0.06	20
Butyl benzyl phthalate	**33.1**		µg/l	5.00	50.0		66	40-130	2	20
Carbazole	**38.9**		µg/l	5.00	50.0		78	40-130	0.1	20
4-Chloro-3-methylphenol	**32.2**		µg/l	5.00	50.0		64	40-130	4	20
4-Chloroaniline	**32.1**		µg/l	5.00	50.0		64	40-130	8	20
2-Chloronaphthalene	**30.4**		µg/l	5.00	50.0		61	40-130	2	20
2-Chlorophenol	**28.5**		µg/l	5.00	50.0		57	40-130	1	20
4-Chlorophenyl phenyl ether	**33.0**		µg/l	5.00	50.0		66	40-130	2	20
Chrysene	**33.3**		µg/l	5.00	50.0		67	40-130	0.2	20
Dibenzo (a,h) anthracene	**33.2**		µg/l	5.00	50.0		66	40-130	0.7	20
Dibenzofuran	**31.6**		µg/l	5.00	50.0		63	40-130	2	20
1,2-Dichlorobenzene	**29.0**		µg/l	5.00	50.0		58	40-130	5	20
1,3-Dichlorobenzene	**27.6**		µg/l	5.00	50.0		55	40-130	5	20
1,4-Dichlorobenzene	**28.6**		µg/l	5.00	50.0		57	40-130	5	20
3,3'-Dichlorobenzidine	**37.2**		µg/l	5.00	50.0		74	40-130	6	20
2,4-Dichlorophenol	**29.6**		µg/l	5.00	50.0		59	40-130	3	20
Diethyl phthalate	**34.8**		µg/l	5.00	50.0		70	40-130	2	20
Dimethyl phthalate	**32.7**		µg/l	5.00	50.0		65	40-130	3	20
2,4-Dimethylphenol	**29.0**		µg/l	5.00	50.0		58	40-130	5	20
Di-n-butyl phthalate	**33.3**		µg/l	5.00	50.0		67	40-130	0.6	20
4,6-Dinitro-2-methylphenol	**30.1**		µg/l	5.00	50.0		60	40-130	2	20
2,4-Dinitrophenol	**29.0**		µg/l	5.00	50.0		58	40-130	10	20
2,4-Dinitrotoluene	**32.7**		µg/l	5.00	50.0		65	40-130	3	20
2,6-Dinitrotoluene	**31.6**		µg/l	5.00	50.0		63	40-130	3	20
Di-n-octyl phthalate	**35.1**		µg/l	5.00	50.0		70	40-130	0.7	20
Fluoranthene	**33.0**		µg/l	5.00	50.0		66	40-130	3	20

Semivolatile Organic Compounds by GCMS - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124503 - SW846 3510C										
LCS Dup (1124503-BSD1)					Prepared: 23-Nov-11 Analyzed: 30-Nov-11					
Fluorene	**33.4**		µg/l	5.00	50.0		67	40-130	2	20
Hexachlorobenzene	**31.2**		µg/l	5.00	50.0		62	40-130	0.1	20
Hexachlorobutadiene	**25.5**		µg/l	5.00	50.0		51	40-130	0.5	20
Hexachlorocyclopentadiene	**21.9**		µg/l	5.00	50.0		44	40-130	5	20
Hexachloroethane	**28.7**		µg/l	5.00	50.0		57	40-130	3	20
Indeno (1,2,3-cd) pyrene	**30.5**		µg/l	5.00	50.0		61	40-130	0.5	20
Isophorone	**28.6**		µg/l	5.00	50.0		57	40-130	2	20
2-Methylnaphthalene	**31.5**		µg/l	5.00	50.0		63	40-130	2	20
2-Methylphenol	**30.2**		µg/l	5.00	50.0		60	40-130	0.4	20
3 & 4-Methylphenol	**28.2**		µg/l	10.0	50.0		56	40-130	3	20
Naphthalene	**30.4**		µg/l	5.00	50.0		61	40-130	0.9	20
2-Nitroaniline	**33.3**		µg/l	5.00	50.0		67	40-130	4	20
3-Nitroaniline	**36.6**		µg/l	5.00	50.0		73	40-130	3	20
4-Nitroaniline	**38.8**		µg/l	20.0	50.0		78	40-130	1	20
Nitrobenzene	**30.2**		µg/l	5.00	50.0		60	40-130	0.3	20
2-Nitrophenol	**29.0**		µg/l	5.00	50.0		58	40-130	2	20
4-Nitrophenol	**21.5**		µg/l	20.0	50.0		43	40-130	3	20
N-Nitrosodimethylamine	**23.0**		µg/l	5.00	50.0		46	40-130	2	20
N-Nitrosodi-n-propylamine	**31.1**		µg/l	5.00	50.0		62	40-130	2	20
N-Nitrosodiphenylamine	**35.8**		µg/l	5.00	50.0		72	40-130	2	20
Pentachlorophenol	**30.0**		µg/l	20.0	50.0		60	40-130	6	20
Phenanthrene	**31.8**		µg/l	5.00	50.0		64	40-130	2	20
Phenol	**16.3**	QC2	µg/l	5.00	50.0		33	40-130	7	20
Pyrene	**34.0**		µg/l	5.00	50.0		68	40-130	1	20
Pyridine	**10.7**	QC2	µg/l	5.00	50.0		21	40-140	11	20
1,2,4-Trichlorobenzene	**28.0**		µg/l	5.00	50.0		56	40-130	2	20
1-Methylnaphthalene	**32.0**		µg/l	5.00	50.0		64	40-140	5	20
2,4,5-Trichlorophenol	**33.9**		µg/l	5.00	50.0		68	40-130	3	20
2,4,6-Trichlorophenol	**30.8**		µg/l	5.00	50.0		62	40-130	2	20
Pentachloronitrobenzene	**35.8**		µg/l	5.00	50.0		72	40-140	0.2	20
1,2,4,5-Tetrachlorobenzene	**34.3**		µg/l	5.00	50.0		69	40-140	2	20
Surrogate: 2-Fluorobiphenyl	*33.5*		µg/l		*50.0*		*67*	*30-130*		
Surrogate: 2-Fluorophenol	*22.3*		µg/l		*50.0*		*45*	*15-110*		
Surrogate: Nitrobenzene-d5	*32.5*		µg/l		*50.0*		*65*	*30-130*		
Surrogate: Phenol-d5	*16.3*		µg/l		*50.0*		*33*	*15-110*		
Surrogate: Terphenyl-dl4	*36.3*		µg/l		*50.0*		*73*	*30-130*		
Surrogate: 2,4,6-Tribromophenol	*33.2*		µg/l		*50.0*		*66*	*15-110*		
Duplicate (1124503-DUP1)			Source: SB39636-08		Prepared: 23-Nov-11 Analyzed: 01-Dec-11					
Acenaphthene	< 50.0		µg/l	50.0		BRL				50
Acenaphthylene	< 50.0		µg/l	50.0		BRL				50
Aniline	< 50.0		µg/l	50.0		BRL				50
Anthracene	< 50.0		µg/l	50.0		BRL				50
Azobenzene/Diphenyldiazine	< 50.0		µg/l	50.0		BRL				50
Benzidine	< 50.0		µg/l	50.0		BRL				50
Benzo (a) anthracene	< 50.0		µg/l	50.0		BRL				50
Benzo (a) pyrene	< 50.0		µg/l	50.0		BRL				50
Benzo (b) fluoranthene	< 50.0		µg/l	50.0		BRL				50
Benzo (g,h,i) perylene	< 50.0		µg/l	50.0		BRL				50
Benzo (k) fluoranthene	< 50.0		µg/l	50.0		BRL				50
Benzoic acid	< 50.0		µg/l	50.0		BRL				50
Benzyl alcohol	< 50.0		µg/l	50.0		BRL				50

Semivolatile Organic Compounds by GCMS - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124503 - SW846 3510C										
Duplicate (1124503-DUP1)			Source: SB39636-08		Prepared: 23-Nov-11 Analyzed: 01-Dec-11					
Bis(2-chloroethoxy)methane	< 50.0		µg/l	50.0		BRL				50
Bis(2-chloroethyl)ether	< 50.0		µg/l	50.0		BRL				50
Bis(2-chloroisopropyl)ether	< 50.0		µg/l	50.0		BRL				50
Bis(2-ethylhexyl)phthalate	< 50.0		µg/l	50.0		BRL				50
4-Bromophenyl phenyl ether	< 50.0		µg/l	50.0		BRL				50
Butyl benzyl phthalate	< 50.0		µg/l	50.0		BRL				50
Carbazole	< 50.0		µg/l	50.0		BRL				50
4-Chloro-3-methylphenol	< 50.0		µg/l	50.0		BRL				50
4-Chloroaniline	< 50.0		µg/l	50.0		BRL				50
2-Chloronaphthalene	< 50.0		µg/l	50.0		BRL				50
2-Chlorophenol	< 50.0		µg/l	50.0		BRL				50
4-Chlorophenyl phenyl ether	< 50.0		µg/l	50.0		BRL				50
Chrysene	< 50.0		µg/l	50.0		BRL				50
Dibenzo (a,h) anthracene	< 50.0		µg/l	50.0		BRL				50
Dibenzofuran	< 50.0		µg/l	50.0		BRL				50
1,2-Dichlorobenzene	< 50.0		µg/l	50.0		BRL				50
1,3-Dichlorobenzene	< 50.0		µg/l	50.0		BRL				50
1,4-Dichlorobenzene	< 50.0		µg/l	50.0		BRL				50
3,3'-Dichlorobenzidine	< 50.0		µg/l	50.0		BRL				50
2,4-Dichlorophenol	< 50.0		µg/l	50.0		BRL				50
Diethyl phthalate	< 50.0		µg/l	50.0		BRL				50
Dimethyl phthalate	< 50.0		µg/l	50.0		BRL				50
2,4-Dimethylphenol	< 50.0		µg/l	50.0		BRL				50
Di-n-butyl phthalate	< 50.0		µg/l	50.0		BRL				50
4,6-Dinitro-2-methylphenol	< 50.0		µg/l	50.0		BRL				50
2,4-Dinitrophenol	< 50.0		µg/l	50.0		BRL				50
2,4-Dinitrotoluene	< 50.0		µg/l	50.0		BRL				50
2,6-Dinitrotoluene	< 50.0		µg/l	50.0		BRL				50
Di-n-octyl phthalate	< 50.0		µg/l	50.0		BRL				50
Fluoranthene	< 50.0		µg/l	50.0		BRL				50
Fluorene	< 50.0		µg/l	50.0		BRL				50
Hexachlorobenzene	< 50.0		µg/l	50.0		BRL				50
Hexachlorobutadiene	< 50.0		µg/l	50.0		BRL				50
Hexachlorocyclopentadiene	< 50.0		µg/l	50.0		BRL				50
Hexachloroethane	< 50.0		µg/l	50.0		BRL				50
Indeno (1,2,3-cd) pyrene	< 50.0		µg/l	50.0		BRL				50
Isophorone	< 50.0		µg/l	50.0		BRL				50
2-Methylnaphthalene	19.5	J	µg/l	50.0		22.6			15	50
2-Methylphenol	< 50.0		µg/l	50.0		BRL				50
3 & 4-Methylphenol	< 100		µg/l	100		BRL				50
Naphthalene	24.8	J	µg/l	50.0		37.6			41	50
2-Nitroaniline	< 50.0		µg/l	50.0		BRL				50
3-Nitroaniline	< 50.0		µg/l	50.0		BRL				50
4-Nitroaniline	< 200		µg/l	200		BRL				50
Nitrobenzene	< 50.0		µg/l	50.0		BRL				50
2-Nitrophenol	< 50.0		µg/l	50.0		BRL				50
4-Nitrophenol	< 200		µg/l	200		BRL				50
N-Nitrosodimethylamine	< 50.0		µg/l	50.0		BRL				50
N-Nitrosodi-n-propylamine	< 50.0		µg/l	50.0		BRL				50
N-Nitrosodiphenylamine	< 50.0		µg/l	50.0		BRL				50
Pentachlorophenol	< 200		µg/l	200		BRL				50
Phenanthrene	< 50.0		µg/l	50.0		BRL				50

Semivolatile Organic Compounds by GCMS - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124503 - SW846 3510C										
Duplicate (1124503-DUP1)			Source: SB39636-08		Prepared: 23-Nov-11 Analyzed: 01-Dec-11					
Phenol	< 50.0		µg/l	50.0		BRL				50
Pyrene	< 50.0		µg/l	50.0		BRL				50
Pyridine	< 50.0		µg/l	50.0		BRL				50
1,2,4-Trichlorobenzene	< 50.0		µg/l	50.0		BRL				50
1-Methylnaphthalene	**47.8**	J	µg/l	50.0		63.1			28	50
2,4,5-Trichlorophenol	< 50.0		µg/l	50.0		BRL				50
2,4,6-Trichlorophenol	< 50.0		µg/l	50.0		BRL				50
Pentachloronitrobenzene	< 50.0		µg/l	50.0		BRL				50
1,2,4,5-Tetrachlorobenzene	< 50.0		µg/l	50.0		BRL				50
Surrogate: 2-Fluorobiphenyl	*31.1*		µg/l		*50.0*		*62*	*30-130*		
Surrogate: 2-Fluorophenol	*12.1*		µg/l		*50.0*		*24*	*15-110*		
Surrogate: Nitrobenzene-d5	*25.7*		µg/l		*50.0*		*51*	*30-130*		
Surrogate: Phenol-d5	*17.6*		µg/l		*50.0*		*35*	*15-110*		
Surrogate: Terphenyl-d14	*44.8*		µg/l		*50.0*		*90*	*30-130*		
Surrogate: 2,4,6-Tribromophenol	*11.0*		µg/l		*50.0*		*22*	*15-110*		
Batch 1124738 - SW846 3545A										
Blank (1124738-BLK1)					Prepared & Analyzed: 29-Nov-11					
Acenaphthene	< 165		µg/kg wet	165						
Acenaphthylene	< 165		µg/kg wet	165						
Anthracene	< 165		µg/kg wet	165						
Benzo (a) anthracene	< 165		µg/kg wet	165						
Benzo (a) pyrene	< 165		µg/kg wet	165						
Benzo (b) fluoranthene	< 165		µg/kg wet	165						
Benzo (g,h,i) perylene	< 165		µg/kg wet	165						
Benzo (k) fluoranthene	< 165		µg/kg wet	165						
Chrysene	< 165		µg/kg wet	165						
Dibenzo (a,h) anthracene	< 165		µg/kg wet	165						
Fluoranthene	< 165		µg/kg wet	165						
Fluorene	< 165		µg/kg wet	165						
Indeno (1,2,3-cd) pyrene	< 165		µg/kg wet	165						
1-Methylnaphthalene	< 165		µg/kg wet	165						
2-Methylnaphthalene	< 165		µg/kg wet	165						
Naphthalene	< 165		µg/kg wet	165						
Phenanthrene	< 165		µg/kg wet	165						
Pyrene	< 165		µg/kg wet	165						
Surrogate: 2-Fluorobiphenyl	*1140*		µg/kg wet		*1670*		*68*	*30-130*		
Surrogate: Terphenyl-d14	*1350*		µg/kg wet		*1670*		*81*	*30-130*		
LCS (1124738-BS1)					Prepared & Analyzed: 29-Nov-11					
Acenaphthene	**1070**		µg/kg wet	165	1670		64	40-140		
Acenaphthylene	**1100**		µg/kg wet	165	1670		66	40-140		
Anthracene	**1150**		µg/kg wet	165	1670		69	40-140		
Benzo (a) anthracene	**1220**		µg/kg wet	165	1670		73	40-140		
Benzo (a) pyrene	**1030**		µg/kg wet	165	1670		62	40-140		
Benzo (b) fluoranthene	**961**		µg/kg wet	165	1670		58	40-140		
Benzo (g,h,i) perylene	**974**		µg/kg wet	165	1670		58	40-140		
Benzo (k) fluoranthene	**1000**		µg/kg wet	165	1670		60	40-140		
Chrysene	**980**		µg/kg wet	165	1670		59	40-140		
Dibenzo (a,h) anthracene	**1010**		µg/kg wet	165	1670		61	40-140		
Fluoranthene	**1090**		µg/kg wet	165	1670		65	40-140		
Fluorene	**1120**		µg/kg wet	165	1670		67	40-140		
Indeno (1,2,3-cd) pyrene	**998**		µg/kg wet	165	1670		60	40-140		

Semivolatile Organic Compounds by GCMS - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124738 - SW846 3545A										
LCS (1124738-BS1)					Prepared & Analyzed: 29-Nov-11					
1-Methylnaphthalene	**1000**		µg/kg wet	165	1670		60	40-140		
2-Methylnaphthalene	**1000**		µg/kg wet	165	1670		60	40-140		
Naphthalene	**973**		µg/kg wet	165	1670		58	40-140		
Phenanthrene	**1020**		µg/kg wet	165	1670		61	40-140		
Pyrene	**1210**		µg/kg wet	165	1670		73	40-140		
Surrogate: 2-Fluorobiphenyl	*1110*		µg/kg wet		*1670*		*67*	*30-130*		
Surrogate: Terphenyl-d14	*1340*		µg/kg wet		*1670*		*80*	*30-130*		

Semivolatile Organic Compounds by GC - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124331 - SW846 3545A										
Blank (1124331-BLK1)					Prepared & Analyzed: 22-Nov-11					
Aroclor-1016	< 20.0		µg/kg wet	20.0						
Aroclor-1016 [2C]	< 20.0		µg/kg wet	20.0						
Aroclor-1221	< 20.0		µg/kg wet	20.0						
Aroclor-1221 [2C]	< 20.0		µg/kg wet	20.0						
Aroclor-1232	< 20.0		µg/kg wet	20.0						
Aroclor-1232 [2C]	< 20.0		µg/kg wet	20.0						
Aroclor-1242	< 20.0		µg/kg wet	20.0						
Aroclor-1242 [2C]	< 20.0		µg/kg wet	20.0						
Aroclor-1248	< 20.0		µg/kg wet	20.0						
Aroclor-1248 [2C]	< 20.0		µg/kg wet	20.0						
Aroclor-1254	< 20.0		µg/kg wet	20.0						
Aroclor-1254 [2C]	< 20.0		µg/kg wet	20.0						
Aroclor-1260	< 20.0		µg/kg wet	20.0						
Aroclor-1260 [2C]	< 20.0		µg/kg wet	20.0						
Aroclor-1262	< 20.0		µg/kg wet	20.0						
Aroclor-1262 [2C]	< 20.0		µg/kg wet	20.0						
Aroclor-1268	< 20.0		µg/kg wet	20.0						
Aroclor-1268 [2C]	< 20.0		µg/kg wet	20.0						
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr)	*23.0*		µg/kg wet		*20.0*		*115*	*30-150*		
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr) [2C]	*27.0*		µg/kg wet		*20.0*		*135*	*30-150*		
Surrogate: Decachlorobiphenyl (Sr)	*21.0*		µg/kg wet		*20.0*		*105*	*30-150*		
Surrogate: Decachlorobiphenyl (Sr) [2C]	*23.0*		µg/kg wet		*20.0*		*115*	*30-150*		
LCS (1124331-BS1)					Prepared & Analyzed: 22-Nov-11					
Aroclor-1016	**258**		µg/kg wet	20.0	250		103	50-140		
Aroclor-1016 [2C]	**291**		µg/kg wet	20.0	250		116	50-140		
Aroclor-1260	**249**		µg/kg wet	20.0	250		100	50-140		
Aroclor-1260 [2C]	**271**		µg/kg wet	20.0	250		108	50-140		
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr)	*19.0*		µg/kg wet		*20.0*		*95*	*30-150*		
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr) [2C]	*22.0*		µg/kg wet		*20.0*		*110*	*30-150*		
Surrogate: Decachlorobiphenyl (Sr)	*19.0*		µg/kg wet		*20.0*		*95*	*30-150*		
Surrogate: Decachlorobiphenyl (Sr) [2C]	*23.0*		µg/kg wet		*20.0*		*115*	*30-150*		
LCS Dup (1124331-BSD1)					Prepared & Analyzed: 22-Nov-11					
Aroclor-1016	**251**		µg/kg wet	20.0	250		100	50-140	3	30
Aroclor-1016 [2C]	**288**		µg/kg wet	20.0	250		115	50-140	1	30
Aroclor-1260	**251**		µg/kg wet	20.0	250		100	50-140	0.8	30
Aroclor-1260 [2C]	**262**		µg/kg wet	20.0	250		105	50-140	3	30
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr)	*19.0*		µg/kg wet		*20.0*		*95*	*30-150*		
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr) [2C]	*21.0*		µg/kg wet		*20.0*		*105*	*30-150*		
Surrogate: Decachlorobiphenyl (Sr)	*18.0*		µg/kg wet		*20.0*		*90*	*30-150*		
Surrogate: Decachlorobiphenyl (Sr) [2C]	*22.0*		µg/kg wet		*20.0*		*110*	*30-150*		
Matrix Spike (1124331-MS1)			Source: SB39636-05		Prepared & Analyzed: 22-Nov-11					
Aroclor-1016	**270**		µg/kg dry	20.8	260	BRL	104	40-135		
Aroclor-1016 [2C]	**302**		µg/kg dry	20.8	260	BRL	116	40-135		
Aroclor-1260	**291**		µg/kg dry	20.8	260	BRL	112	40-135		
Aroclor-1260 [2C]	**278**		µg/kg dry	20.8	260	BRL	107	40-135		
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr)	*21.8*		µg/kg dry		*20.8*		*105*	*30-150*		
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr) [2C]	*29.1*		µg/kg dry		*20.8*		*140*	*30-150*		
Surrogate: Decachlorobiphenyl (Sr)	*24.9*		µg/kg dry		*20.8*		*120*	*30-150*		
Surrogate: Decachlorobiphenyl (Sr) [2C]	*26.0*		µg/kg dry		*20.8*		*125*	*30-150*		
Matrix Spike Dup (1124331-MSD1)			Source: SB39636-05		Prepared & Analyzed: 22-Nov-11					

Semivolatile Organic Compounds by GC - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124331 - SW846 3545A										
Matrix Spike Dup (1124331-MSD1)			Source: SB39636-05		Prepared & Analyzed: 22-Nov-11					
Aroclor-1016	**268**		µg/kg dry	21.1	264	BRL	102	40-135	2	30
Aroclor-1016 [2C]	**262**		µg/kg dry	21.1	264	BRL	99	40-135	16	30
Aroclor-1260	**270**		µg/kg dry	21.1	264	BRL	102	40-135	9	30
Aroclor-1260 [2C]	**270**		µg/kg dry	21.1	264	BRL	102	40-135	5	30
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr)	*21.1*		µg/kg dry		*21.1*		*100*	*30-150*		
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr) [2C]	*18.0*		µg/kg dry		*21.1*		*85*	*30-150*		
Surrogate: Decachlorobiphenyl (Sr)	*23.2*		µg/kg dry		*21.1*		*110*	*30-150*		
Surrogate: Decachlorobiphenyl (Sr) [2C]	*25.4*		µg/kg dry		*21.1*		*120*	*30-150*		

Extractable Petroleum Hydrocarbons - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124353 - SW846 3510C										
Blank (1124353-BLK1)						Prepared: 22-Nov-11 Analyzed: 23-Nov-11				
Gasoline	< 0.1		mg/l	0.1						
Fuel Oil #2	< 0.1		mg/l	0.1						
Fuel Oil #4	< 0.1		mg/l	0.1						
Fuel Oil #6	< 0.1		mg/l	0.1						
Motor Oil	< 0.1		mg/l	0.1						
Ligroin	< 0.1		mg/l	0.1						
Aviation Fuel	< 0.1		mg/l	0.1						
Hydraulic Oil	< 0.1		mg/l	0.1						
Dielectric Fluid	< 0.1		mg/l	0.1						
Unidentified	< 0.1		mg/l	0.1						
Other Oil	< 0.1		mg/l	0.1						
Total Petroleum Hydrocarbons	< 0.1		mg/l	0.1						
Surrogate: 1-Chlorooctadecane	*0.0421*		mg/l		*0.0500*		*84*	*40-140*		
LCS (1124353-BS2)						Prepared: 22-Nov-11 Analyzed: 23-Nov-11				
Fuel Oil #2	**10.7**		mg/l	0.1	10.0		107	40-140		
Surrogate: 1-Chlorooctadecane	*0.0584*		mg/l		*0.0500*		*117*	*40-140*		
Batch 1124740 - SW846 3545A										
Blank (1124740-BLK1)						Prepared: 29-Nov-11 Analyzed: 30-Nov-11				
Gasoline	< 13.3		mg/kg wet	13.3						
Fuel Oil #2	< 13.3		mg/kg wet	13.3						
Fuel Oil #4	< 13.3		mg/kg wet	13.3						
Fuel Oil #6	< 13.3		mg/kg wet	13.3						
Motor Oil	< 13.3		mg/kg wet	13.3						
Ligroin	< 13.3		mg/kg wet	13.3						
Aviation Fuel	< 13.3		mg/kg wet	13.3						
Hydraulic Oil	< 13.3		mg/kg wet	13.3						
Dielectric Fluid	< 13.3		mg/kg wet	13.3						
Unidentified	< 13.3		mg/kg wet	13.3						
Other Oil	< 13.3		mg/kg wet	13.3						
Total Petroleum Hydrocarbons	< 13.3		mg/kg wet	13.3						
Surrogate: 1-Chlorooctadecane	*2.85*		mg/kg wet		*3.33*		*85*	*40-140*		
LCS (1124740-BS1)						Prepared: 29-Nov-11 Analyzed: 30-Nov-11				
Fuel Oil #2	**780**		mg/kg wet	13.3	667		117	40-140		
Surrogate: 1-Chlorooctadecane	*3.88*		mg/kg wet		*3.33*		*116*	*40-140*		

Total Metals by EPA 6000/7000 Series Methods - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124369 - SW846 3050B										
Blank (1124369-BLK1)					Prepared: 23-Nov-11 Analyzed: 30-Nov-11					
Selenium	< 1.40		mg/kg wet	1.40						
Lead	< 1.40		mg/kg wet	1.40						
Cadmium	< 0.465		mg/kg wet	0.465						
Chromium	< 0.931		mg/kg wet	0.931						
Arsenic	< 1.40		mg/kg wet	1.40						
Silver	< 1.40		mg/kg wet	1.40						
Barium	< 0.931		mg/kg wet	0.931						
Duplicate (1124369-DUP1)			Source: SB39636-05		Prepared: 23-Nov-11 Analyzed: 30-Nov-11					
Lead	**11.0**		mg/kg dry	1.51		11.4			3	20
Selenium	**0.237**	J	mg/kg dry	1.51		BRL				20
Arsenic	**5.87**		mg/kg dry	1.51		7.03			18	20
Silver	**0.277**	J	mg/kg dry	1.51		0.260			6	20
Chromium	**5.67**		mg/kg dry	1.01		6.59			15	20
Cadmium	**0.574**		mg/kg dry	0.504		0.644			11	20
Barium	**60.5**		mg/kg dry	1.01		54.9			10	20
Matrix Spike (1124369-MS1)			Source: SB39636-05		Prepared: 23-Nov-11 Analyzed: 30-Nov-11					
Lead	**141**		mg/kg dry	1.45	121	11.4	108	75-125		
Selenium	**120**		mg/kg dry	1.45	121	BRL	99	75-125		
Arsenic	**130**		mg/kg dry	1.45	121	7.03	102	75-125		
Silver	**132**		mg/kg dry	1.45	121	0.260	109	75-125		
Chromium	**111**		mg/kg dry	0.967	121	6.59	86	75-125		
Cadmium	**116**		mg/kg dry	0.483	121	0.644	95	75-125		
Barium	**215**	QM9	mg/kg dry	0.967	121	54.9	132	75-125		
Matrix Spike Dup (1124369-MSD1)			Source: SB39636-05		Prepared: 23-Nov-11 Analyzed: 30-Nov-11					
Lead	**158**		mg/kg dry	1.61	135	11.4	109	75-125	11	20
Selenium	**135**		mg/kg dry	1.61	135	BRL	100	75-125	12	20
Cadmium	**131**		mg/kg dry	0.538	135	0.644	97	75-125	12	20
Arsenic	**147**		mg/kg dry	1.61	135	7.03	104	75-125	12	20
Silver	**149**		mg/kg dry	1.61	135	0.260	110	75-125	12	20
Chromium	**124**		mg/kg dry	1.08	135	6.59	88	75-125	11	20
Barium	**211**		mg/kg dry	1.08	135	54.9	116	75-125	2	20
Post Spike (1124369-PS1)			Source: SB39636-05		Prepared: 23-Nov-11 Analyzed: 30-Nov-11					
Lead	**160**		mg/kg dry	1.53	128	11.4	108	80-120		
Selenium	**127**		mg/kg dry	1.53	128	BRL	100	80-120		
Arsenic	**138**		mg/kg dry	1.53	128	7.03	103	80-120		
Cadmium	**124**		mg/kg dry	0.511	128	0.644	97	80-120		
Silver	**140**		mg/kg dry	1.53	128	0.260	110	80-120		
Reference (1124369-SRM1)					Prepared: 23-Nov-11 Analyzed: 30-Nov-11					
Lead	**70.4**		mg/kg wet	1.50	69.3		102	77.4-122.6		
Selenium	**101**		mg/kg wet	1.50	102		98	76.7-122.8		
Chromium	**48.4**		mg/kg wet	1.00	48.5		100	76.7-123		
Silver	**27.3**		mg/kg wet	1.50	27.1		101	66.4-133.8		
Arsenic	**63.7**		mg/kg wet	1.50	62.7		102	78-121.8		
Cadmium	**58.2**		mg/kg wet	0.500	58.7		99	80.7-118.9		
Barium	**166**		mg/kg wet	1.00	160		104	79.7-120.2		
Reference (1124369-SRM2)					Prepared: 23-Nov-11 Analyzed: 30-Nov-11					
Selenium	**105**		mg/kg wet	1.50	102		102	76.7-122.8		
Lead	**71.0**		mg/kg wet	1.50	69.3		102	77.4-122.6		
Silver	**28.0**		mg/kg wet	1.50	27.1		104	66.4-133.8		
Cadmium	**60.0**		mg/kg wet	0.500	58.7		102	80.7-118.9		
Arsenic	**64.6**		mg/kg wet	1.50	62.7		103	78-121.8		

Total Metals by EPA 6000/7000 Series Methods - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124369 - SW846 3050B										
Reference (1124369-SRM2)						Prepared: 23-Nov-11 Analyzed: 01-Dec-11				
Chromium	**47.9**		mg/kg wet	1.00	48.5		99	76.7-123		
Barium	**181**		mg/kg wet	1.00	160		113	79.7-120.2		
Batch 1124371 - EPA200/SW7000 Series										
Blank (1124371-BLK1)						Prepared: 23-Nov-11 Analyzed: 28-Nov-11				
Mercury	< 0.0288		mg/kg wet	0.0288						
Duplicate (1124371-DUP1)			Source: SB39636-05			Prepared: 23-Nov-11 Analyzed: 28-Nov-11				
Mercury	**0.0185**	J	mg/kg dry	0.0312		0.0185			0.5	20
Matrix Spike (1124371-MS1)			Source: SB39636-05			Prepared: 23-Nov-11 Analyzed: 28-Nov-11				
Mercury	**0.647**	QM8	mg/kg dry	0.146	0.406	0.0185	155	75-125		
Matrix Spike Dup (1124371-MSD1)			Source: SB39636-05			Prepared: 23-Nov-11 Analyzed: 28-Nov-11				
Mercury	**0.533**	QM8	mg/kg dry	0.149	0.414	0.0185	148	75-125	2	20
Post Spike (1124371-PS1)			Source: SB39636-05			Prepared: 23-Nov-11 Analyzed: 28-Nov-11				
Mercury	**0.482**		mg/kg dry	0.149	0.414	0.0185	112	80-120		
Reference (1124371-SRM1)						Prepared: 23-Nov-11 Analyzed: 28-Nov-11				
Mercury	**4.50**		mg/kg wet	0.300	3.90		115	71.7-128.3		

General Chemistry Parameters - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124796 - General Preparation										
Duplicate (1124796-DUP1)			**Source: SB39636-05**			Prepared & Analyzed: 29-Nov-11				
% Solids	**92.5**		%			92.2			0.3	20

Notes and Definitions

GS1	Sample dilution required for high concentration of target analytes to be within the instrument calibration range.
PH	Insufficient preservative to reduce the sample pH to less than 2.
QB2	The method blank contains analyte at a concentration above the MRL, however no reportable concentration is present in the sample.
QC2	Analyte out of acceptance range in QC spike but no reportable concentration present in sample.
QM7	The spike recovery was outside acceptance limits for the MS and/or MSD. The batch was accepted based on acceptable LCS recovery.
QM8	The spike recovery exceeded the QC control limits for the MS and/or MSD. The batch was accepted based upon acceptable PS and /or LCS recovery.
QM9	The spike recovery for this QC sample is outside the established control limits. The sample results for the QC batch were accepted based on LCS/LCSD or SRM recoveries within the control limits.
QR5	RPD out of acceptance range.
R01	The Reporting Limit has been raised to account for matrix interference.
R03	The Reporting Limit for this analyte has been raised to account for interference from coeluting organic compounds present in the sample.
R05	Elevated Reporting Limits due to the presence of high levels of non-target analytes.
S01	The surrogate recovery for this sample is not available due to sample dilution required from high analyte concentration and/or matrix interference's.
TIC	(Tentatively Identified Compounds) reported values are estimated concentrations of non-target analytes identified at greater than 10% of the nearest internal standard.
dry	Sample results reported on a dry weight basis
NR	Not Reported
RPD	Relative Percent Difference
J	Detected but below the Reporting Limit; therefore, result is an estimated concentration (CLP J-Flag).

Interpretation of Total Petroleum Hydrocarbon Report

Petroleum identification is determined by comparing the GC fingerprint obtained from the sample with a library of GC fingerprints obtained from analyses of various petroleum products. Possible match categories are as follows:

Gasoline - includes regular, unleaded, premium, etc.
Fuel Oil #2 - includes home heating oil, #2 fuel oil, and diesel
Fuel Oil #4 - includes #4 fuel oil
Fuel Oil #6 - includes #6 fuel oil and bunker "C" oil
Motor Oil - includes virgin and waste automobile oil
Ligroin - includes mineral spirits, petroleum naphtha, vm&p naphtha
Aviation Fuel - includes kerosene, Jet A and JP-4
Other Oil - includes lubricating and cutting oil, and silicon oil

At times, the unidentified petroleum product is quantified using a calibration that most closely approximates the distribution of compounds in the sample. When this occurs, the result is qualified as Calculated as.

Laboratory Control Sample (LCS): A known matrix spiked with compound(s) representative of the target analytes, which is used to document laboratory performance.

Matrix Duplicate: An intra-laboratory split sample which is used to document the precision of a method in a given sample matrix.

Matrix Spike: An aliquot of a sample spiked with a known concentration of target analyte(s). The spiking occurs prior to sample preparation and analysis. A matrix spike is used to document the bias of a method in a given sample matrix.

Method Blank: An analyte-free matrix to which all reagents are added in the same volumes or proportions as used in sample processing. The method blank should be carried through the complete sample preparation and analytical procedure. The method blank is used to document contamination resulting from the analytical process.

Method Detection Limit (MDL): The minimum concentration of a substance that can be measured and reported with 99% confidence that the analyte concentration is greater than zero and is determined from analysis of a sample in a given matrix type containing the analyte.

Reportable Detection Limit (RDL): The lowest concentration that can be reliably achieved within specified limits of precision and accuracy during routine laboratory operating conditions. For many analytes the RDL analyte concentration is selected as the lowest non-zero standard in the calibration curve. While the RDL is approximately 5 to 10 times the MDL, the RDL for each sample takes into account the sample volume/weight, extract/digestate volume, cleanup procedures and, if applicable, dry weight correction. Sample RDLs are highly matrix-dependent.

Surrogate: An organic compound which is similar to the target analyte(s) in chemical composition and behavior in the analytical process, but which is not normally found in environmental samples. These compounds are spiked into all blanks, standards, and samples prior to analysis. Percent recoveries are calculated for each surrogate.

Continuing Calibration Verification: The calibration relationship established during the initial calibration must be verified at periodic intervals. Concentrations, intervals, and criteria are method specific.

Validated by:
June O'Connor
Nicole Leja

[illegible] 16

SPECTRUM ANALYTICAL, INC.
Featuring
HANIBAL TECHNOLOGY

CHAIN OF CUSTODY RECORD

Page 1 of 2

Special Handling:
- ☒ Standard TAT 7 to 10 business days
- ☐ Rush TAT Date Needed: _____
- All TATs subject to laboratory approval.
- Min. 24-hour notification needed for rushes.
- Samples disposed of after 60 days unless otherwise instructed.

Report To: SHARON MCKECHNIE
AECOM
250 APOLLO DR.
CHELMSFORD, MA
Telephone #: 978-905-2317
Project Mgr. RAIMUNDO MATOS

Invoice To: RAIMUNDO MATOS
AECOM
250 APOLLO DR.
CHELMSFORD, MA
P.O. No. RQN: ___

Project No. 60236456
Site Name: JET BLUE TERM. 6
Location: JAMAICA State: NY
Sampler(s): S. WRIGHT

1=$Na_2S_2O_3$ 2=HCl 3=H_2SO_4 4=HNO_3 5=NaOH 6=Ascorbic Acid 7=CH_3OH
8=$NaHSO_4$ 9=Deionized Water 10=10E 11=

DW=Drinking Water GW=Groundwater WW=Wastewater
O=Oil SW=Surface Water SO=Soil SL=Sludge A=Air
X1= _____ X2= _____ X3= _____

G=Grab C=Composite

List preservative code below:

Lab Id:	Sample Id:	Date:	Time	Type	Matrix	# of VOA Vials	# of Amber Glass	# of Clear Glass	# of Plastic		NYDEC STARS 10% / 10%	NYDEC STARS 10%	TPH 8100	RCRA 8 METALS	PCBs			
											10	10	10	10	10			
[illegible]	JB-PTO1-SA (1.5-2.5)	11-17-11	1045	G	SO		1								X			
02	JB-PTO6-SA (1.5-2.5)	11-18-11	0915	G	SO	3	2				X	X	X					
03	JB-PTO6-SA (5-7)	11-18-11	0915	G	SO	3	2				X	X	X					
04	JB-PTO1-SA (5-7)	11-18-11	1045	G	SO	3	2				X	X	X					
05	JB-PTO2-SA (1.5-2.5)	11-18-11	1315	G	SO	3	2				X	X	X					
06	JB-PTO2-SA (5-7)	11-18-11	1315	G	SO	3	2				X	X	X					
07	MS/MSD	11-18-11	1315	G	SO	6	4				X	X	X					MS/MSD ⇒ JB PTO2-SA (1.5-2.5)

QA/QC Reporting Notes:
* additional charges may apply

MA DEP MCP CAM Report Yes ☐ No ☐
CT DPH RCP Report. Yes ☐ No ☐

QA/QC Reporting Level
☐ Standard ☐ No QC ☐ DQA*
☐ NY ASP A* ☐ NY ASP B*
☐ NJ Reduced* ☐ NJ Full*
☐ TIER II* ☐ TIER V*
☐ Other _____
State specific reporting standards.

Relinquished by:	Received by:	Date	Time:	Temp°
[signature]	[signature]	11-18-11	1515	
	[signature]	11/18/11	2100	1.0

☒ EDD Format EQUIS 4-FILE
☒ E-mail to SHARON.MCKECHNIE@AECOM.COM

☐ Ambient ☒ Iced ☐ Refrigerated ☐ Fridge temp ___ °C ☐ Freezer temp ___ °C

SPECTRUM ANALYTICAL, INC.
Featuring
HANIBAL TECHNOLOGY

CHAIN OF CUSTODY RECORD

Page 2 of 2

Special Handling:
- ☒ Standard TAT - 7 to 10 business days
- ☐ Rush TAT - Date Needed: _____
- All TATs subject to laboratory approval.
- Min. 24 hour notification needed for rushes.
- Samples disposed of after 60 days unless otherwise instructed.

Report To: SHARON McKECHNIE
AECOM
250 APOLLO DR.
CHELMSFORD, MA
Telephone #: 978-905-2317
Project Mgr. RAIMUNDO MATOS

Invoice To: RAIMUNDO MATOS
AECOM
250 APOLLO DR.
CHELMSFORD, MA
P.O. No.: _____ RQN: _____

Project No.: 60236456
Site Name: JET BLUE TERM. 6
Location: JAMAICA State: NY
Sampler(s): S. WRIGHT

1=$Na_2S_2O_3$ 2=HCl 3=H_2SO_4 4=HNO_3 5=NaOH 6=Ascorbic Acid 7=CH_3OH
8=$NaHSO_4$ 9=Deionized Water 10=_____ 11=_____

List preservative code below: 2 | 10 | 2 | 10

DW=Drinking Water GW=Groundwater WW=Wastewater
O=Oil SW=Surface Water SO=Soil SL=Sludge A=Air
X1= DI H2O X2= _____ X3 _____

G=Grab C=Composite

QA/QC Reporting Notes:
* additional charges may apply

MA DEP MCP CAM Report: Yes ☐ No ☐
CT DPH RCP Report: Yes ☐ No ☐

QA/QC Reporting Level
☐ Standard ☐ No QC ☐ DOA*
☐ NY ASP A* ☐ NY ASP B*
☐ NJ Reduced* ☐ NJ Full*
☐ TIER II* ☐ TIER V*
☐ Other _____

State-specific reporting standards.

Lab Id:	Sample Id:	Date:	Time:	Type	Matrix	# of VOA Vials	# of Amber Glass	# of Clear Glass	# of Plastic	VOCs/MTBE TCL 10	SVOCs TCL BNA+20	TPH 8100	GLYCOL				
55[illegible]	JB-PTO6-SA	11-18-11	0930	G	GW	5	3			X	X	X	X				
08	JB PTO1-SA	11-18-11	1100	G	GW	5	4			X	X	X	X				
09	JB PTO2 SA	11-18-11	1330	G	GW	5	4			X	X	X	X				
10	TB	11-3-11		G	X1	1				X							

Relinquished by:	Received by:	Date:	Time:	Temp°C
[signature]	[signature]	11-18-11	1515	
	[signature]	11/18/11	2100	1.0

☒ EDD Format EQUIS 4-FILE
☒ E-mail to SHARON.MCKECHNIE@AECOM.COM

☐ Ambient ☒ Iced ☐ Refrigerated ☐ Fridge temp ___°C ☐ Freezer temp ___°C

SPECTRUM ANALYTICAL, INC
Powering HANNIBAL TECHNOLOGY

CHAIN OF CUSTODY RECORD

Page 1 of 2

SA 11-634 CK

Special Handling:
- [x] Standard TAT - 7 to 10 business days
- [ ] Rush TAT - Date Needed: ____
All TATs subject to laboratory approval.
Min. 24-hour notification needed for rushes.
Samples disposed of after 60 days unless otherwise instructed.

Report To: SHARON MCKECHNIE
AECOM
250 APOLLO DR.
CHELMSFORD MA
Telephone #: 978-905-2317
Project Mgr. RAIMUNDO MATOS

Invoice To: RAIMUNDO MATOS
AECOM
250 APOLLO DR.
CHELMSFORD, MA
P.O. No.: ____ RQN. ____

Project No.: 60236456
Site Name: JET BLUE TERM 6
Location: JAMAICA State: NY
Sampler(s): S. WRIGHT

1=$Na_2S_2O_3$ 2=HCl 3=H_2SO_4 4=HNO_3 5=NaOH 6=Ascorbic Acid 7=CH_3OH
8=$NaHSO_4$ 9=Deionized Water 10=ICE 11=____

DW=Drinking Water GW=Groundwater WW=Wastewater
O=Oil SW=Surface Water SO=Soil SL=Sludge A=Air
X1=____ X2=____ X3=____

G=Grab C=Composite

Lab Id:	Sample Id:	Date:	Time:	Type	Matrix	# of VOA Vials	# of Amber Glass	# of Clear Glass	# of Plastic	List preservative code below: 7/9	10	10	10	10	Analyses: MADEP SVOCs PCAH only	MADEP VPH 8100	TPH 8100	RCRA 8 metals	PCBs	QA/QC Reporting Notes: * additional charges may apply
01	SB-PTC1-SA(1.5-2.5)	11-17-11	1045	G	SO		1												X	
02	SB-PTC6-SA(1.5-2.5)	11-18-11	0915	G	SO	3	2				X	X	X							
03	SB-PTC6-SA(6-7)	11-18-11	0915	G	SO	3	2				X	X	X							
04	SB-PTD1-SA(6-7)	11-18-11	1045	G	SO	3	2				X	X	X							
05	SB-PTD2-SA(1.5-2.5)	11-18-11	1315	G	SO	3	2				X	X	X	X						Per client request
06	SB-PTD2-SA(6-7)	11-18-11	1315	G	SO	3	2				X	X	X							
07	MS/MSD	11-18-11	1315	G	SO	6	4				X	X	X	X						MS/MSD -> SB-PTD2-SA(1.5-2.5)

Relinquished by:	Received by:	Date:	Time:	Temp°C
		11-18-11	1515	
		11/18/11	2100	1.0

- [x] EDD Format EQUIS 4-FILE
- [x] E-mail to SHARON.MCKECHNIE@AECOM.COM

☐ Ambient ☑ Iced ☐ Refrigerated ☐ Fridge temp ____ °C ☐ Freezer temp ____ °C

MA DEP MCP CAM Report: Yes ☐ No ☐
CT DPH RCP Report: Yes ☐ No ☐

QA/QC Reporting Level
☐ Standard ☐ No QC ☐ DQA* ☑ NY ASP A* ☐ NY ASP B* ☐ NJ Reduced* ☐ NJ Full* ☐ TIER II* ☐ TIER V*
☐ Other ____
State-specific reporting standards:

SPECTRUM ANALYTICAL, INC.
Featuring HANIBAL TECHNOLOGY

CHAIN OF CUSTODY RECORD

Page 1 of 2

SDG: 11-18-11

Special Handling:
- [x] Standard TAT - 7 to 10 business days
- [ ] Rush TAT - Date Needed: _____

All TATs subject to laboratory approval. Min. 24-hour notification needed for rushes. Samples disposed of after 60 days unless otherwise instructed.

Report To: SHARON MCKECHNIE
AECOM
250 APOLLO DR.
CHELMSFORD, MA
Telephone #: 978-905-2317
Project Mgr.: RAIMUNDO MATOS

Invoice To: RAIMUNDO MATOS
AECOM
250 APOLLO DR.
CHELMSFORD, MA
P.O. No.: _____ RQN: _____

Project No.: 60236456
Site Name: JET BLUE TERM 6
Location: JAMAICA State: NY
Sampler(s): S. WRIGHT

1=$Na_2S_2O_3$ 2=HCl 3=H_2SO_4 4=HNO_3 5=NaOH 6=Ascorbic Acid 7=CH_3OH
8=$NaHSO_3$ 9=Deionized Water 10= 10K 11= _____

DW=Drinking Water GW=Groundwater WW=Wastewater
O=Oil SW=Surface Water SO=Soil SL=Sludge A=Air
X1= _____ X2= _____ X3= _____

G=Grab C=Composite

List preservative code below: 7/9 | 10 | 10 | 10 | 10

Lab Id:	Sample Id:	Date:	Time:	Type	Matrix	# of VOA Vials	# of Amber Glass	# of Clear Glass	# of Plastic	Containers:	Analyses:					
										UNDER STAND 102/metals	UNDER STAND SVOCs	TPH 8100	RCRA 8 metals	PCBs		
60236456 01	JB-PTO7-SA(1.5-2.5)	11-17-11	1045	G	SO		1							X		
02	JB-PTO6-SA(1.5-2.5)	11-18-11	0915	G	SO	3	2			X	X	X				
03	JB-PTO6-SA(5-7)	11-18-11	0918	G	SO	3	2			X	X	X				
04	JB-PTO1-SA(5-7)	11-18-11	1045	G	SO	3	2			X	X	X				
05	JB-PTO2-SA(1.5-2.5)	11-18-11	1315	G	SO	3	2			X	X	X	X	X		Pentinatory w/ 2/4
06	JB-PTO2-SA(5-7)	11-18-11	1315	G	SO	3	2			X	X	X				
07	MS/MSD	11-18-11	1315	G	SO	6	4			X	X	X	X	X		MS/MSD → JB-PTO2-SA(1.5-2.5)

Relinquished by:	Received by:	Date:	Time:	Temp °C
		11-18-11	1515	
		11/18/11	2100	1.0

- [x] EDD Format: EQUIS 4-FILE
- [x] E-mail to: SHARON.MCKECHNIE@AECOM.COM

☐ Ambient ☑ Iced ☐ Refrigerated ☐ Fridge temp. ___ °C ☐ Freezer temp. ___ °C

QA/QC Reporting Notes:
* additional charges may apply

MA DEP MCP CAM Report: Yes ☐ No ☐
CT DPH RCP Report: Yes ☐ No ☐

QA/QC Reporting Level
☐ Standard ☐ No QC ☐ DQA* ☐ NY ASP A* ☐ NY ASP B* ☐ NJ Reduced* ☐ NJ Full* ☐ TIER II* ☐ TIER V*
☐ Other: _____

State-specific reporting standards: _____

Report Date:
21-Dec-11 12:21

☐ Final Report
☐ Re-Issued Report
☑ Revised Report

SPECTRUM ANALYTICAL, INC.
Featuring
HANIBAL TECHNOLOGY

Laboratory Report

AECOM Environment
250 Apollo Drive
Chelmsford, MA 01824
Attn: Sharon McKechnie

Project: Jet Blue, JFK Airport
Project #: 60236456

Laboratory ID	Client Sample ID	Matrix	Date Sampled	Date Received
SB39869-01	JB-PT09-SA (5-7)	Soil	21-Nov-11 09:30	22-Nov-11 20:00
SB39869-02	JB-PT10-MW (7-9)	Soil	21-Nov-11 08:15	22-Nov-11 20:00
SB39869-03	DUPE-2	Soil	21-Nov-11 00:00	22-Nov-11 20:00
SB39869-04	JB-PT04-SA	Ground Water	21-Nov-11 11:00	22-Nov-11 20:00
SB39869-05	JB-PT09-SA	Ground Water	21-Nov-11 10:00	22-Nov-11 20:00
SB39869-06	Field Blank	Deionized Water	21-Nov-11 12:30	22-Nov-11 20:00
SB39869-07	TB	Deionized Water	21-Nov-11 00:00	22-Nov-11 20:00

I attest that the information contained within the report has been reviewed for accuracy and checked against the quality control requirements for each method. These results relate only to the sample(s) as received.
All applicable NELAC requirements have been met.

Massachusetts # M-MA138/MA1110
Connecticut # PH-0777
Florida # E87600/E87936
Maine # MA138
New Hampshire # 2538
New Jersey # MA011/MA012
New York # 11393/11840
Pennsylvania # 68-04426/68-02924
Rhode Island # 98
USDA # S-51435

Authorized by:

Nicole Leja
Laboratory Director

Spectrum Analytical holds certification in the State of New York for the analytes as indicated with an X in the "Cert." column within this report. Please note that the State of New York does not offer certification for all analytes.
Please note that this report contains 62 pages of analytical data plus Chain of Custody document(s). When the Laboratory Report is indicated as revised, this report supersedes any previously dated reports for the laboratory ID(s) referenced above. Where this report identifies subcontracted analyses, copies of the subcontractor's test report are available upon request. This report may not be reproduced, except in full, without written approval from Spectrum Analytical, Inc.

Spectrum Analytical, Inc. is a NELAC accredited laboratory organization and meets NELAC testing standards. Use of the NELAC logo however does not insure that Spectrum is currently accredited for the specific method or analyte indicated. Please refer to our "Quality" web page at www.spectrum-analytical.com for a full listing of our current certifications and fields of accreditation. States in which Spectrum Analytical, Inc. holds NELAC certification are New York, New Hampshire, New Jersey and Florida. All analytical work for Volatile Organic and Air analysis are transferred to and conducted at our 830 Silver Street location (NY-11840, FL-E87936 and NJ-MA012).

CASE NARRATIVE:

The samples were received 1.1 degrees Celsius, please refer to the Chain of Custody for details specific to temperature upon receipt. An infrared thermometer with a tolerance of +/- 2.0 degrees Celsius was used immediately upon receipt of the samples.

If a Matrix Spike (MS), Matrix Spike Duplicate (MSD) or Duplicate (DUP) was not requested on the Chain of Custody, method criteria may have been fulfilled with a source sample not of this Sample Delivery Group.

All VOC soils samples submitted and analyzed in methanol will have a minimum dilution factor of 50. This is the minimum amount of solvent allowed on the instrumentation without causing interference. Additional dilution factors may be required to keep analyte concentration within instrument calibration.

Method SW846 5035A is designed to use on samples containing low levels of VOCs, ranging from 0.5 to 200 ug/Kg. Target analytes that are less responsive to purge and trap may be present at concentrations over 200ug/Kg but may not be reportable in the methanol preserved vial (SW846 5030). This is the result of the inherent dilution factor required for the methanol preservation.

TPH 8100 Case Narrative:

SB39869-04 requested the sample be spiked for MS/MSD; this modified fingerprint method does not typically have a matrix spike completed so this sample was used for the batch duplicate for additional QA/QC.

See below for any non-conformances and issues relating to quality control samples and/or sample analysis/matrix.

SW846 6010C

Duplicates:

1124814-DUP1 *Source: SB39869-03*

Analyses are not controlled on RPD values from sample concentrations that are less than 5 times the reporting level. The batch is accepted based upon the difference between the sample and duplicate is less than or equal to the reporting limit.

Cadmium

The RPD exceeded the QC control limits; however precision is demonstrated with acceptable RPD values for MS/MSD.

Barium
Chromium

SW846 7471B

Spikes:

1124815-MS1 *Source: SB39869-03*

Analyte out of acceptance range in QC spike but no reportable concentration present in sample.

Mercury

1124815-MSD1 *Source: SB39869-03*

Analyte out of acceptance range in QC spike but no reportable concentration present in sample.

Mercury

Duplicates:

1124815-DUP1 *Source: SB39869-03*

Analyses are not controlled on RPD values from sample concentrations that are less than 5 times the reporting level. The batch is accepted based upon the difference between the sample and duplicate is less than or equal to the reporting limit.

Mercury

SW846 8100Mod.

SW846 8100Mod.

Duplicates:

1124983-DUP2 *Source: SB39869-04*

RPD out of acceptance range.

Total Petroleum Hydrocarbons

The Reporting Limit has been raised to account for matrix interference.

The surrogate recovery for this sample cannot be accurately quantified due to interference from coeluting organic compounds present in the sample extract.

1-Chlorooctadecane

Samples:

SB39869-02 *JB-PT10-MW (7-9)*

The Reporting Limit has been raised to account for matrix interference.

SW846 8260C

Calibration:

1111004

Analyte quantified by quadratic equation type calibration.

Naphthalene

This affected the following samples:

1124639-BLK1
1124639-BS1
1124639-BSD1
1124882-BLK1
1124882-BS1
1124882-BSD1
JB-PT09-SA (5-7)
JB-PT10-MW (7-9)
S110100-ICV1
S111095-CCV1
S111235-CCV1

1111045

Analyte quantified by quadratic equation type calibration.

1,2-Dibromo-3-chloropropane
Bromodichloromethane
Bromoform
Carbon tetrachloride
cis-1,3-Dichloropropene
Dibromochloromethane
trans-1,3-Dichloropropene
trans-1,4-Dichloro-2-butene

SW846 8260C

Calibration:

1111045

This affected the following samples:

1125124-BLK1
1125124-BS1
1125124-BSD1
1125124-MS1
1125124-MSD1
Field Blank
JB-PT04-SA
JB-PT09-SA
S111098-ICV1
S111315-CCV1
TB

Spikes:

1125124-MS1 *Source: SB39869-04*

The spike recovery was outside acceptance limits for the MS and/or MSD. The batch was accepted based on acceptable LCS recovery.

1,1-Dichloroethene
1,1-Dichloropropene
Bromomethane
Carbon disulfide
Carbon tetrachloride
Chloroethane
Chloromethane
Dichlorodifluoromethane (Freon12)
Ethyl ether
Methylene chloride
trans-1,2-Dichloroethene
Trichlorofluoromethane (Freon 11)
Vinyl chloride

1125124-MSD1 *Source: SB39869-04*

The spike recovery was outside acceptance limits for the MS and/or MSD. The batch was accepted based on acceptable LCS recovery.

1,1-Dichloroethene
Bromomethane
Carbon disulfide
Carbon tetrachloride
Chloroethane
Chloromethane
Dichlorodifluoromethane (Freon12)
Methylene chloride
trans-1,2-Dichloroethene
Trichlorofluoromethane (Freon 11)
Vinyl chloride

Samples:

S111315-CCV1

SW846 8260C

Samples:

S111315-CCV1

Analyte percent difference is outside individual acceptance criteria (20), but within overall method allowances.

Acetone (-24.3%)
Ethanol (-21.2%)
Methyl tert-butyl ether (-20.1%)
Tert-Butanol / butyl alcohol (-26.1%)

Analyte percent drift is outside individual acceptance criteria (20), but within overall method allowances.

1,4-Dioxane (-20.6%)

This affected the following samples:

1125124-BLK1
1125124-BS1
1125124-BSD1
1125124-MS1
1125124-MSD1
Field Blank
JB-PT04-SA
JB-PT09-SA
TB

SB39869-05 *JB-PT09-SA*

Insufficient preservative to reduce the sample pH to less than 2.

SW846 8270D

Calibration:

1110020

Analyte quantified by quadratic equation type calibration.

3-Nitroaniline
4,6-Dinitro-2-methylphenol
Benzidine
Carbazole

This affected the following samples:

1124629-MS1
1124629-MSD1
JB-PT04-SA
JB-PT09-SA
S109206-ICV1
S111211-CCV1
S111294-CCV1
S111742-CCV1

1111040

Analyte quantified by quadratic equation type calibration.

Benzidine

SW846 8270D

Calibration:

1111040

This affected the following samples:

1124629-BLK1
1124629-BS1
Field Blank
S111009-ICV1
S111174-CCV1
S111184-CCV1

S109206-ICV1

Analyte percent recovery is outside individual acceptance criteria (70-130).

3-Nitroaniline (140%)
Aniline (132%)
Benzidine (168%)
Bis(2-chloroethoxy)methane (67%)
Carbazole (205%)
Hexachlorobutadiene (69%)

This affected the following samples:

1124629-MS1
1124629-MSD1
JB-PT04-SA
JB-PT09-SA
S111211-CCV1
S111294-CCV1
S111742-CCV1

S111009-ICV1

Analyte percent recovery is outside individual acceptance criteria (70-130).

3-Nitroaniline (61%)

This affected the following samples:

1124629-BLK1
1124629-BS1
Field Blank
S111174-CCV1
S111184-CCV1

Spikes:

1124629-MS1 *Source: SB39869-04*

Analyte out of acceptance range in QC spike but no reportable concentration present in sample.

Benzoic acid
Carbazole

Samples:

S111174-CCV1

Analyte percent difference is outside individual acceptance criteria (20), but within overall method allowances.

4-Nitrophenol (22.7%)

Analyte percent drift is outside individual acceptance criteria (20), but within overall method allowances.

Benzidine (32.8%)

SW846 8270D

Samples:

S111174-CCV1

This affected the following samples:

1124629-BLK1
1124629-BS1

S111184-CCV1

Analyte percent difference is outside individual acceptance criteria (20), but within overall method allowances.

4-Nitrophenol (22.6%)

This affected the following samples:

Field Blank

S111211-CCV1

Analyte percent difference is outside individual acceptance criteria (20), but within overall method allowances.

2,4-Dinitrotoluene (27.8%)
Benzo (k) fluoranthene (-24.6%)
Pentachloronitrobenzene (35.7%)
Pentachlorophenol (-26.9%)

Analyte percent drift is outside individual acceptance criteria (20), but within overall method allowances.

Benzidine (-45.3%)
Benzoic acid (-26.3%)
Carbazole (46.5%)

This affected the following samples:

JB-PT04-SA

S111294-CCV1

Analyte percent difference is outside individual acceptance criteria (20), but within overall method allowances.

2,4-Dinitrotoluene (22.0%)
3,3'-Dichlorobenzidine (-41.3%)
Azobenzene/Diphenyldiazine (34.1%)
Fluorene (24.8%)
Hexachlorobutadiene (22.6%)
Hexachloroethane (23.0%)
N-Nitrosodiphenylamine (23.0%)
Pentachloronitrobenzene (51.5%)
Pyridine (-29.7%)

Analyte percent drift is outside individual acceptance criteria (20), but within overall method allowances.

4,6-Dinitro-2-methylphenol (24.0%)

This affected the following samples:

JB-PT09-SA

S111742-CCV1

SW846 8270D

Samples:

S111742-CCV1

Analyte percent difference is outside individual acceptance criteria (20), but within overall method allowances.

2,4-Dinitrotoluene (27.1%)
4-Nitrophenol (-22.9%)
N-Nitrosodimethylamine (-22.3%)
Pentachloronitrobenzene (39.1%)
Pentachlorophenol (-72.4%)
Pyridine (-23.5%)

Analyte percent drift is outside individual acceptance criteria (20), but within overall method allowances.

Benzidine (52.2%)
Benzoic acid (-31.5%)

This affected the following samples:

1124629-MS1
1124629-MSD1

SB39869-04 *JB-PT04-SA*

Sample dilution required for high concentration of target analytes to be within the instrument calibration range.

The recovery of this surrogate is outside control limits due to sample dilution required from high analyte concentration and/or matrix interference's.

Nitrobenzene-d5
Phenol-d5

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT09-SA (5-7) SB39869-01	60236456	Soil	21-Nov-11 09:30	22-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
	VOC Extraction	Field extracted		N/A			1	VOC Soil Extraction	23-Nov-11	23-Nov-11	BD	1124581	
Volatile Organic Compounds													
Prepared by method SW846 5035A Soil (low level)						Initial weight: 11.43 g							
71-43-2	Benzene	< 4.7		µg/kg dry	4.7	2.5	1	SW846 8260C	30-Nov-11	30-Nov-11	JRO	1124882	X
104-51-8	n-Butylbenzene	< 4.7		µg/kg dry	4.7	2.4	1	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	< 4.7		µg/kg dry	4.7	4.6	1	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	< 4.7		µg/kg dry	4.7	3.4	1	"	"	"	"	"	X
100-41-4	Ethylbenzene	< 4.7		µg/kg dry	4.7	2.9	1	"	"	"	"	"	X
98-82-8	Isopropylbenzene	< 4.7		µg/kg dry	4.7	2.4	1	"	"	"	"	"	X
99-87-6	4-Isopropyltoluene	< 4.7		µg/kg dry	4.7	2.0	1	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 4.7		µg/kg dry	4.7	3.4	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 4.7		µg/kg dry	4.7	2.9	1	"	"	"	"	"	X
103-65-1	n-Propylbenzene	< 4.7		µg/kg dry	4.7	2.8	1	"	"	"	"	"	X
108-88-3	Toluene	< 4.7		µg/kg dry	4.7	4.2	1	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	< 4.7		µg/kg dry	4.7	1.5	1	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 4.7		µg/kg dry	4.7	4.7	1	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 9.4		µg/kg dry	9.4	9.2	1	"	"	"	"	"	X
95-47-6	o-Xylene	< 4.7		µg/kg dry	4.7	3.2	1	"	"	"	"	"	X
Surrogate recoveries:													
460-00-4	*4-Bromofluorobenzene*	*98*			*70-130 %*			"	"	"	"	"	
26-5	*Toluene-d8*	*102*			*70-130 %*			"	"	"	"	"	
360-07-0	*1,2-Dichloroethane-d4*	*109*			*70-130 %*			"	"	"	"	"	
1868-53-7	*Dibromofluoromethane*	*104*			*70-130 %*			"	"	"	"	"	
Semivolatile Organic Compounds by GCMS													
PAHs													
Prepared by method SW846 3545A													
83-32-9	Acenaphthene	< 441		µg/kg dry	441	49.8	1	SW846 8270D	01-Dec-11	02-Dec-11	ML	1124977	X
208-96-8	Acenaphthylene	< 441		µg/kg dry	441	50.6	1	"	"	"	"	"	X
120-12-7	Anthracene	< 441		µg/kg dry	441	51.9	1	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	< 441		µg/kg dry	441	51.4	1	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	< 441		µg/kg dry	441	58.3	1	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	< 441		µg/kg dry	441	53.2	1	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	< 441		µg/kg dry	441	67.7	1	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	< 441		µg/kg dry	441	78.1	1	"	"	"	"	"	X
218-01-9	Chrysene	< 441		µg/kg dry	441	52.7	1	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	< 441		µg/kg dry	441	61.0	1	"	"	"	"	"	X
206-44-0	Fluoranthene	< 441		µg/kg dry	441	60.8	1	"	"	"	"	"	X
86-73-7	Fluorene	< 441		µg/kg dry	441	56.2	1	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	< 441		µg/kg dry	441	61.6	1	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	< 441		µg/kg dry	441	64.7	1	"	"	"	"	"	
91-57-6	2-Methylnaphthalene	< 441		µg/kg dry	441	52.2	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 441		µg/kg dry	441	44.7	1	"	"	"	"	"	X
85-01-8	Phenanthrene	< 441		µg/kg dry	441	49.8	1	"	"	"	"	"	X
129-00-0	Pyrene	< 441		µg/kg dry	441	88.8	1	"	"	"	"	"	X
Surrogate recoveries:													
321-60-8	*2-Fluorobiphenyl*	*80*			*30-130 %*			"	"	"	"	"	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT09-SA (5-7)	60236456	Soil	21-Nov-11 09:30	22-Nov-11
SB39869-01				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cer..
Semivolatile Organic Compounds by GCMS													
PAHs													
Prepared by method SW846 3545A													
1718-51-0	*Terphenyl-dl4*	*90*			*30-130 %*			SW846 8270D	01-Dec-11	02-Dec-11	ML	1124977	
Extractable Petroleum Hydrocarbons													
Fingerprinting by GC													
Prepared by method SW846 3545A													
	Total Petroleum Hydrocarbons	< 17.8		mg/kg dry	17.8	1.8	1	SW846 8100Mod.	01-Dec-11	02-Dec-11	SEW	1124975	
Surrogate recoveries:													
3386-33-2	*1-Chlorooctadecane*	*94*			*40-140 %*			"	"	"	"	"	
Total Metals by EPA 6000/7000 Series Methods													
7440-22-4	Silver	< 1.80		mg/kg dry	1.80	0.278	1	SW846 6010C	29-Nov-11	02-Dec-11	ARF	1124814	X
7440-38-2	Arsenic	1.89		mg/kg dry	1.80	0.290	1	"	"	01-Dec-11	"	"	X
7440-39-3	Barium	11.8		mg/kg dry	1.20	0.290	1	"	"	02-Dec-11	"	"	X
7440-43-9	Cadmium	< 0.601		mg/kg dry	0.601	0.0663	1	"	"	01-Dec-11	"	"	X
7440-47-3	Chromium	5.02		mg/kg dry	1.20	0.438	1	"	"	02-Dec-11	"	"	X
7439-97-6	Mercury	< 0.0382		mg/kg dry	0.0382	0.0078	1	SW846 7471B	"	02-Dec-11	EDT	1124815	X
7439-92-1	Lead	4.22		mg/kg dry	1.80	0.214	1	SW846 6010C	"	02-Dec-11	ARF	1124814	X
7782-49-2	Selenium	< 1.80		mg/kg dry	1.80	0.266	1	"	"	"	"	"	X
General Chemistry Parameters													
	% Solids	73.9		%			1	SM2540 G Mod.	30-Nov-11	30-Nov-11	DT	1124893	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT10-MW (7-9) SB39869-02	60236456	Soil	21-Nov-11 08:15	22-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
	VOC Extraction	Field extracted		N/A			1	VOC Soil Extraction	23-Nov-11	23-Nov-11	BD	1124581	
Volatile Organic Compounds													
Prepared by method SW846 5035A Soil (low level)						Initial weight: 7.61 g							
71-43-2	Benzene	< 3.8		µg/kg dry	3.8	2.0	1	SW846 8260C	28-Nov-11	29-Nov-11	JRO	1124639	X
104-51-8	n-Butylbenzene	< 3.8		µg/kg dry	3.8	1.9	1	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	< 3.8		µg/kg dry	3.8	3.7	1	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	< 3.8		µg/kg dry	3.8	2.7	1	"	"	"	"	"	X
100-41-4	Ethylbenzene	< 3.8		µg/kg dry	3.8	2.3	1	"	"	"	"	"	X
98-82-8	Isopropylbenzene	< 3.8		µg/kg dry	3.8	1.9	1	"	"	"	"	"	X
99-87-6	4-Isopropyltoluene	< 3.8		µg/kg dry	3.8	1.6	1	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 3.8		µg/kg dry	3.8	2.7	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 3.8		µg/kg dry	3.8	2.3	1	"	"	"	"	"	X
103-65-1	n-Propylbenzene	< 3.8		µg/kg dry	3.8	2.3	1	"	"	"	"	"	X
108-88-3	Toluene	< 3.8		µg/kg dry	3.8	3.4	1	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	< 3.8		µg/kg dry	3.8	1.2	1	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 3.8		µg/kg dry	3.8	3.7	1	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 7.5		µg/kg dry	7.5	7.3	1	"	"	"	"	"	X
95-47-6	o-Xylene	< 3.8		µg/kg dry	3.8	2.6	1	"	"	"	"	"	X
Surrogate recoveries:													
460-00-4	*4-Bromofluorobenzene*	*99*			*70-130 %*			"	"	"	"	"	
7-26-5	*Toluene-d8*	*101*			*70-130 %*			"	"	"	"	"	
960-07-0	*1,2-Dichloroethane-d4*	*99*			*70-130 %*			"	"	"	"	"	
1868-53-7	*Dibromofluoromethane*	*98*			*70-130 %*			"	"	"	"	"	
Semivolatile Organic Compounds by GCMS													
PAHs													
Prepared by method SW846 3545A													
83-32-9	Acenaphthene	< 345		µg/kg dry	345	38.9	1	SW846 8270D	01-Dec-11	02-Dec-11	ML	1124977	X
208-96-8	Acenaphthylene	< 345		µg/kg dry	345	39.5	1	"	"	"	"	"	X
120-12-7	Anthracene	< 345		µg/kg dry	345	40.6	1	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	< 345		µg/kg dry	345	40.2	1	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	< 345		µg/kg dry	345	45.6	1	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	< 345		µg/kg dry	345	41.6	1	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	< 345		µg/kg dry	345	52.9	1	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	< 345		µg/kg dry	345	61.1	1	"	"	"	"	"	X
218-01-9	Chrysene	< 345		µg/kg dry	345	41.2	1	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	< 345		µg/kg dry	345	47.7	1	"	"	"	"	"	X
206-44-0	Fluoranthene	< 345		µg/kg dry	345	63.2	1	"	"	"	"	"	X
86-73-7	Fluorene	< 345		µg/kg dry	345	43.9	1	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	< 345		µg/kg dry	345	63.8	1	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	< 345		µg/kg dry	345	50.6	1	"	"	"	"	"	
91-57-6	2-Methylnaphthalene	< 345		µg/kg dry	345	40.8	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 345		µg/kg dry	345	34.9	1	"	"	"	"	"	X
85-01-8	Phenanthrene	< 345		µg/kg dry	345	38.9	1	"	"	"	"	"	X
129-00-0	Pyrene	< 345		µg/kg dry	345	69.4	1	"	"	"	"	"	X
rogate recoveries:													
321-60-8	*2-Fluorobiphenyl*	*103*			*30-130 %*			"	"	"	"	"	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT10-MW (7-9)	60236456	Soil	21-Nov-11 08:15	22-Nov-11
SB39869-02				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cer.
Semivolatile Organic Compounds by GCMS													
PAHs													
Prepared by method SW846 3545A													
1718-51-0	*Terphenyl-dl4*	*109*			*30-130 %*			SW846 8270D	01-Dec-11	02-Dec-11	ML	1124977	
Extractable Petroleum Hydrocarbons													
Fingerprinting by GC			R01										
Prepared by method SW846 3545A													
	Total Petroleum Hydrocarbons	65.4		mg/kg dry	27.8	2.8	2	SW846 8100Mod.	01-Dec-11	02-Dec-11	SEW	1124975	
Surrogate recoveries:													
3386-33-2	*1-Chlorooctadecane*	*106*			*40-140 %*			"	"	"	"	"	
General Chemistry Parameters													
	% Solids	94.5		%			1	SM2540 G Mod.	30-Nov-11	30-Nov-11	DT	1124893	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
DUPE-2 SB39869-03	60236456	Soil	21-Nov-11 00:00	22-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Semivolatile Organic Compounds by GC													
Polychlorinated Biphenyls Prepared by method SW846 3545A													
12674-11-2	Aroclor-1016	< 22.7		µg/kg dry	22.7	11.3	1	SW846 8082A	29-Nov-11	29-Nov-11	SM	1124728	X
11104-28-2	Aroclor-1221	< 22.7		µg/kg dry	22.7	20.4	1	"	"	"	"	"	X
11141-16-5	Aroclor-1232	< 22.7		µg/kg dry	22.7	14.6	1	"	"	"	"	"	X
53469-21-9	Aroclor-1242	< 22.7		µg/kg dry	22.7	13.4	1	"	"	"	"	"	X
12672-29-6	Aroclor-1248	< 22.7		µg/kg dry	22.7	11.1	1	"	"	"	"	"	X
11097-69-1	Aroclor-1254	< 22.7		µg/kg dry	22.7	16.6	1	"	"	"	"	"	X
11096-82-5	Aroclor-1260	< 22.7		µg/kg dry	22.7	8.69	1	"	"	"	"	"	X
37324-23-5	Aroclor-1262	< 22.7		µg/kg dry	22.7	21.1	1	"	"	"	"	"	X
11100-14-4	Aroclor-1268	< 22.7		µg/kg dry	22.7	7.12	1	"	"	"	"	"	X
Surrogate recoveries:													
10386-84-2	*4,4-DB-Octafluorobiphenyl (Sr)*	*110*			*30-150 %*			"	"	"	"	"	
10386-84-2	*4,4-DB-Octafluorobiphenyl (Sr) [2C]*	*102*			*30-150 %*			"	"	"	"	"	
2051-24-3	*Decachlorobiphenyl (Sr)*	*94*			*30-150 %*			"	"	"	"	"	
2051-24-3	*Decachlorobiphenyl (Sr) [2C]*	*90*			*30-150 %*			"	"	"	"	"	
Total Metals by EPA 6000/7000 Series Methods													
7440-22-4	Silver	< 1.73		mg/kg dry	1.73	0.267	1	SW846 6010C	29-Nov-11	01-Dec-11	EDT	1124814	X
7440-38-2	Arsenic	< 1.73		mg/kg dry	1.73	0.279	1	"	"	"	"	"	X
7440-39-3	Barium	8.97		mg/kg dry	1.16	0.279	1	"	"	"	"	"	X
7440-43-9	Cadmium	< 0.578		mg/kg dry	0.578	0.0638	1	"	"	"	"	"	X
7440-47-3	Chromium	4.62		mg/kg dry	1.16	0.421	1	"	"	"	"	"	X
7439-97-6	Mercury	< 0.0317		mg/kg dry	0.0317	0.0065	1	SW846 7471B	"	02-Dec-11	EDT	1124815	X
7439-92-1	Lead	4.47		mg/kg dry	1.73	0.206	1	SW846 6010C	"	01-Dec-11	EDT	1124814	X
7782-49-2	Selenium	< 1.73		mg/kg dry	1.73	0.256	1	"	"	02-Dec-11	"	"	X
General Chemistry Parameters													
	% Solids	83.0		%			1	SM2540 G Mod.	30-Nov-11	30-Nov-11	DT	1124893	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT04-SA SB39869-04	60236456	Ground Water	21-Nov-11 11:00	22-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Volatile Organic Compounds Prepared by method SW846 5030 Water MS													
76-13-1	1,1,2-Trichlorotrifluoroethane (Freon 113)	< 1.0		µg/l	1.0	0.6	1	SW846 8260C	02-Dec-11	02-Dec-11	all	1125124	X
67-64-1	Acetone	29.4		µg/l	10.0	2.6	1	"	"	"	"	"	X
107-13-1	Acrylonitrile	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
71-43-2	Benzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-86-1	Bromobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	
74-97-5	Bromochloromethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-27-4	Bromodichloromethane	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
75-25-2	Bromoform	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
74-83-9	Bromomethane	< 2.0		µg/l	2.0	1.1	1	"	"	"	"	"	X
78-93-3	2-Butanone (MEK)	10.1		µg/l	10.0	1.7	1	"	"	"	"	"	X
104-51-8	n-Butylbenzene	15.6		µg/l	1.0	0.6	1	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	15.5		µg/l	1.0	0.8	1	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	3.8		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-15-0	Carbon disulfide	< 2.0		µg/l	2.0	0.6	1	"	"	"	"	"	X
56-23-5	Carbon tetrachloride	< 1.0		µg/l	1.0	0.5	1	"	"	"	"	"	X
108-90-7	Chlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-00-3	Chloroethane	< 2.0		µg/l	2.0	1.0	1	"	"	"	"	"	X
67-66-3	Chloroform	3.4		µg/l	1.0	0.7	1	"	"	"	"	"	X
74-87-3	Chloromethane	< 2.0		µg/l	2.0	1.5	1	"	"	"	"	"	X
95-49-8	2-Chlorotoluene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
106-43-4	4-Chlorotoluene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
96-12-8	1,2-Dibromo-3-chloropropane	< 2.0		µg/l	2.0	0.9	1	"	"	"	"	"	X
124-48-1	Dibromochloromethane	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
106-93-4	1,2-Dibromoethane (EDB)	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
74-95-3	Dibromomethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
95-50-1	1,2-Dichlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
75-71-8	Dichlorodifluoromethane (Freon12)	< 2.0		µg/l	2.0	0.4	1	"	"	"	"	"	X
75-34-3	1,1-Dichloroethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
107-06-2	1,2-Dichloroethane	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
75-35-4	1,1-Dichloroethene	< 1.0		µg/l	1.0	0.5	1	"	"	"	"	"	X
156-59-2	cis-1,2-Dichloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
156-60-5	trans-1,2-Dichloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
78-87-5	1,2-Dichloropropane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
142-28-9	1,3-Dichloropropane	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
594-20-7	2,2-Dichloropropane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
563-58-6	1,1-Dichloropropene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
10061-01-5	cis-1,3-Dichloropropene	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
10061-02-6	trans-1,3-Dichloropropene	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
100-41-4	Ethylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
87-68-3	Hexachlorobutadiene	< 0.5		µg/l	0.5	0.4	1	"	"	"	"	"	X
591-78-6	2-Hexanone (MBK)	< 10.0		µg/l	10.0	0.5	1	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT04-SA SB39869-04	60236456	Ground Water	21-Nov-11 11:00	22-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Volatile Organic Compounds Prepared by method SW846 5030 Water MS													
98-82-8	Isopropylbenzene	27.3		µg/l	1.0	0.6	1	SW846 8260C	02-Dec-11	02-Dec-11	ail	1125124	X
99-87-6	4-Isopropyltoluene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	1.9		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-10-1	4-Methyl-2-pentanone (MIBK)	< 10.0		µg/l	10.0	0.9	1	"	"	"	"	"	X
75-09-2	Methylene chloride	< 2.0		µg/l	2.0	0.7	1	"	"	"	"	"	X
91-20-3	Naphthalene	9.4		µg/l	1.0	0.3	1	"	"	"	"	"	X
103-65-1	n-Propylbenzene	38.9		µg/l	1.0	0.8	1	"	"	"	"	"	X
100-42-5	Styrene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
630-20-6	1,1,1,2-Tetrachloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-34-5	1,1,2,2-Tetrachloroethane	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
127-18-4	Tetrachloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-88-3	Toluene	1.8		µg/l	1.0	0.8	1	"	"	"	"	"	X
87-61-6	1,2,3-Trichlorobenzene	< 1.0		µg/l	1.0	0.4	1	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 1.0		µg/l	1.0	0.4	1	"	"	"	"	"	X
108-70-3	1,3,5-Trichlorobenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	
71-55-6	1,1,1-Trichloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-00-5	1,1,2-Trichloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-01-6	Trichloroethene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
9-4	Trichlorofluoromethane (Freon 11)	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
96-18-4	1,2,3-Trichloropropane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	1.1		µg/l	1.0	0.8	1	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-01-4	Vinyl chloride	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 2.0		µg/l	2.0	1.6	1	"	"	"	"	"	X
95-47-6	o-Xylene	< 1.0		µg/l	1.0	0.9	1	"	"	"	"	"	X
109-99-9	Tetrahydrofuran	3.6		µg/l	2.0	1.4	1	"	"	"	"	"	
60-29-7	Ethyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	
994-05-8	Tert-amyl methyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
637-92-3	Ethyl tert-butyl ether	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
108-20-3	Di-isopropyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-65-0	Tert-Butanol / butyl alcohol	< 10.0		µg/l	10.0	8.6	1	"	"	"	"	"	X
123-91-1	1,4-Dioxane	< 20.0		µg/l	20.0	14.0	1	"	"	"	"	"	X
110-57-6	trans-1,4-Dichloro-2-buten e	< 5.0		µg/l	5.0	0.8	1	"	"	"	"	"	X
64-17-5	Ethanol	< 400		µg/l	400	35.7	1	"	"	"	"	"	X
Surrogate recoveries:													
460-00-4	*4-Bromofluorobenzene*	*96*			*70-130 %*			"	"	"	"	"	
2037-26-5	*Toluene-d8*	*96*			*70-130 %*			"	"	"	"	"	
17060-07-0	*1,2-Dichloroethane-d4*	*89*			*70-130 %*			"	"	"	"	"	
1868-53-7	*Dibromofluoromethane*	*93*			*70-130 %*			"	"	"	"	"	
ntatively Identified Compounds by GC/MS repared by method SW846 5030 Water MS			TIC										

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT04-SA	60236456	Ground Water	21-Nov-11 11:00	22-Nov-11
SB39869-04				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Tentatively Identified Compounds by GC/MS			TIC										
Prepared by method SW846 5030 Water MS													
488-23-3	Benzene, 1,2,3,4-tetramethyl-	112		µg/l			1	SW846 8260C TICs	02-Dec-11	02-Dec-11	ail	1125124	
95-93-2	Benzene, 1,2,4,5-tetramethyl-	60.8		µg/l			1	"	"	"	"	"	
934-80-5	Benzene, 4-ethyl-1,2-dimethyl-	64.8		µg/l			1	"	"	"	"	"	
	Indan, 1-methyl-	55.5		µg/l			1	"	"	"	"	"	
000119-64-2	Naphthalene, 1,2,3,4-tetrah...	43.5		µg/l			1	"	"	"	"	"	
000091-57-6	Naphthalene, 2-methyl- (01)	233		µg/l			1	"	"	"	"	"	
Organic Compounds by Modified SW846 8015													
Glycol Analysis													
Prepared by method SW846 8015 Mod.													
111-46-6	Diethylene glycol	< 20.0		mg/l	20.0	3.93	1	SW846 8015 Mod	28-Nov-11	28-Nov-11	SEW	1124624	
107-21-1	Ethylene glycol	< 10.0		mg/l	10.0	6.13	1	"	"	"	"	"	
111-76-2	Ethylene glycol monobutyl ether	< 10.0		mg/l	10.0	2.10	1	"	"	"	"	"	
57-55-6	Propylene glycol	< 10.0		mg/l	10.0	6.42	1	"	"	"	"	"	
Surrogate recoveries:													
71-41-0	*1-Pentanol*	*85*			*40-140 %*			"	"	"	"	"	
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds			GS1										
Prepared by method SW846 3510C													
83-32-9	Acenaphthene	< 1610		µg/l	1610	261	100	SW846 8270D	28-Nov-11	30-Nov-11	ML	1124629	X
208-96-8	Acenaphthylene	< 1610		µg/l	1610	326	100	"	"	"	"	"	X
62-53-3	Aniline	< 1610		µg/l	1610	687	100	"	"	"	"	"	X
120-12-7	Anthracene	< 1610		µg/l	1610	239	100	"	"	"	"	"	X
103-33-3	Azobenzene/Diphenyldiazine	< 1610		µg/l	1610	345	100	"	"	"	"	"	
92-87-5	Benzidine	< 1610		µg/l	1610	958	100	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	< 1610		µg/l	1610	181	100	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	< 1610		µg/l	1610	271	100	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	< 1610		µg/l	1610	310	100	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	< 1610		µg/l	1610	468	100	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	< 1610		µg/l	1610	490	100	"	"	"	"	"	X
65-85-0	Benzoic acid	< 1610		µg/l	1610	506	100	"	"	"	"	"	X
100-51-6	Benzyl alcohol	< 1610		µg/l	1610	494	100	"	"	"	"	"	X
111-91-1	Bis(2-chloroethoxy)methane	< 1610		µg/l	1610	342	100	"	"	"	"	"	X
111-44-4	Bis(2-chloroethyl)ether	< 1610		µg/l	1610	361	100	"	"	"	"	"	X
108-60-1	Bis(2-chloroisopropyl)ether	< 1610		µg/l	1610	397	100	"	"	"	"	"	X
117-81-7	Bis(2-ethylhexyl)phthalate	< 1610		µg/l	1610	542	100	"	"	"	"	"	X
101-55-3	4-Bromophenyl phenyl ether	< 1610		µg/l	1610	423	100	"	"	"	"	"	X
85-68-7	Butyl benzyl phthalate	< 1610		µg/l	1610	242	100	"	"	"	"	"	X
86-74-8	Carbazole	< 1610		µg/l	1610	652	100	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT04-SA SB39869-04	60236456	Ground Water	21-Nov-11 11:00	22-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds Prepared by method SW846 3510C			GS1										
59-50-7	4-Chloro-3-methylphenol	< 1610		µg/l	1610	468	100	SW846 8270D	28-Nov-11	30-Nov-11	ML	1124629	X
106-47-8	4-Chloroaniline	< 1610		µg/l	1610	381	100	"	"	"	"	"	X
91-58-7	2-Chloronaphthalene	< 1610		µg/l	1610	213	100	"	"	"	"	"	X
95-57-8	2-Chlorophenol	< 1610		µg/l	1610	271	100	"	"	"	"	"	X
7005-72-3	4-Chlorophenyl phenyl ether	< 1610		µg/l	1610	316	100	"	"	"	"	"	X
218-01-9	Chrysene	< 1610		µg/l	1610	213	100	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	< 1610		µg/l	1610	423	100	"	"	"	"	"	X
132-64-9	Dibenzofuran	< 1610		µg/l	1610	213	100	"	"	"	"	"	X
95-50-1	1,2-Dichlorobenzene	< 1610		µg/l	1610	274	100	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 1610		µg/l	1610	435	100	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 1610		µg/l	1610	232	100	"	"	"	"	"	X
91-94-1	3,3'-Dichlorobenzidine	< 1610		µg/l	1610	652	100	"	"	"	"	"	X
120-83-2	2,4-Dichlorophenol	< 1610		µg/l	1610	429	100	"	"	"	"	"	X
84-66-2	Diethyl phthalate	< 1610		µg/l	1610	397	100	"	"	"	"	"	X
131-11-3	Dimethyl phthalate	< 1610		µg/l	1610	274	100	"	"	"	"	"	X
105-67-9	2,4-Dimethylphenol	< 1610		µg/l	1610	339	100	"	"	"	"	"	X
84-74-2	Di-n-butyl phthalate	< 1610		µg/l	1610	432	100	"	"	"	"	"	X
534-52-1	4,6-Dinitro-2-methylphenol	< 1610		µg/l	1610	619	100	"	"	"	"	"	X
51-5	2,4-Dinitrophenol	< 1610		µg/l	1610	1040	100	"	"	"	"	"	X
121-14-2	2,4-Dinitrotoluene	< 1610		µg/l	1610	413	100	"	"	"	"	"	X
606-20-2	2,6-Dinitrotoluene	< 1610		µg/l	1610	352	100	"	"	"	"	"	X
117-84-0	Di-n-octyl phthalate	< 1610		µg/l	1610	426	100	"	"	"	"	"	X
206-44-0	Fluoranthene	< 1610		µg/l	1610	690	100	"	"	"	"	"	X
86-73-7	Fluorene	< 1610		µg/l	1610	294	100	"	"	"	"	"	X
118-74-1	Hexachlorobenzene	< 1610		µg/l	1610	390	100	"	"	"	"	"	X
87-68-3	Hexachlorobutadiene	< 1610		µg/l	1610	426	100	"	"	"	"	"	X
77-47-4	Hexachlorocyclopentadiene	< 1610		µg/l	1610	435	100	"	"	"	"	"	X
67-72-1	Hexachloroethane	< 1610		µg/l	1610	361	100	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	< 1610		µg/l	1610	432	100	"	"	"	"	"	X
78-59-1	Isophorone	< 1610		µg/l	1610	345	100	"	"	"	"	"	X
91-57-6	2-Methylnaphthalene	4,650		µg/l	1610	413	100	"	"	"	"	"	X
95-48-7	2-Methylphenol	< 1610		µg/l	1610	274	100	"	"	"	"	"	X
108-39-4, 106-44-5	3 & 4-Methylphenol	< 3230		µg/l	3230	352	100	"	"	"	"	"	X
91-20-3	Naphthalene	< 1610		µg/l	1610	242	100	"	"	"	"	"	X
88-74-4	2-Nitroaniline	< 1610		µg/l	1610	342	100	"	"	"	"	"	X
99-09-2	3-Nitroaniline	< 1610		µg/l	1610	513	100	"	"	"	"	"	X
100-01-6	4-Nitroaniline	< 6450		µg/l	6450	1470	100	"	"	"	"	"	X
98-95-3	Nitrobenzene	< 1610		µg/l	1610	310	100	"	"	"	"	"	X
88-75-5	2-Nitrophenol	< 1610		µg/l	1610	423	100	"	"	"	"	"	X
100-02-7	4-Nitrophenol	< 6450		µg/l	6450	829	100	"	"	"	"	"	X
5-9	N-Nitrosodimethylamine	< 1610		µg/l	1610	674	100	"	"	"	"	"	X
621-64-7	N-Nitrosodi-n-propylamine	< 1610		µg/l	1610	358	100	"	"	"	"	"	X
86-30-6	N-Nitrosodiphenylamine	< 1610		µg/l	1610	368	100	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT04-SA	60236456	Ground Water	21-Nov-11 11:00	22-Nov-11
SB39869-04				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds			GS1										
Prepared by method SW846 3510C													
87-86-5	Pentachlorophenol	< 6450		µg/l	6450	574	100	SW846 8270D	28-Nov-11	30-Nov-11	ML	1124629	X
85-01-8	Phenanthrene	< 1610		µg/l	1610	194	100	"	"	"	"	"	X
108-95-2	Phenol	< 1610		µg/l	1610	339	100	"	"	"	"	"	X
129-00-0	Pyrene	< 1610		µg/l	1610	797	100	"	"	"	"	"	X
110-86-1	Pyridine	< 1610		µg/l	1610	590	100	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 1610		µg/l	1610	319	100	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	4,340		µg/l	1610	355	100	"	"	"	"	"	
95-95-4	2,4,5-Trichlorophenol	< 1610		µg/l	1610	474	100	"	"	"	"	"	X
88-06-2	2,4,6-Trichlorophenol	< 1610		µg/l	1610	313	100	"	"	"	"	"	X
82-68-8	Pentachloronitrobenzene	< 1610		µg/l	1610	519	100	"	"	"	"	"	X
95-94-3	1,2,4,5-Tetrachlorobenzene	< 1610		µg/l	1610	223	100	"	"	"	"	"	X
Surrogate recoveries:													
321-60-8	*2-Fluorobiphenyl*	*70*			*30-130 %*			"	"	"	"	"	
367-12-4	*2-Fluorophenol*	*78*			*15-110 %*			"	"	"	"	"	
4165-60-0	*Nitrobenzene-d5*	*296*	S06		*30-130 %*			"	"	"	"	"	
4165-62-2	*Phenol-d5*	*158*	S06		*15-110 %*			"	"	"	"	"	
1718-51-0	*Terphenyl-dl4*	*74*			*30-130 %*			"	"	"	"	"	
118-79-6	*2,4,6-Tribromophenol*	*34*			*15-110 %*			"	"	"	"	"	
Tentatively Identified Compounds													
Prepared by method SW846 3510C													
	1-Methyldecahydronaphthalene	3,480	TIC	µg/l			100	8270D TICS	"	"	ML	"	
000822-64-0	2,5-Dimethyl-1-pyrroline	4,280	TIC	µg/l			100	"	"	"	"	"	
066563-30-2	Bacchotricuneatin c	11,100	TIC	µg/l			100	"	"	"	"	"	
	Cyclohexane, (4-methylpentyl)-	4,920	TIC	µg/l			100	"	"	"	"	"	
004291-60-9	Cyclohexane, 1-methyl-3-pro...	6,640	TIC	µg/l			100	"	"	"	"	"	
001679-07-6	Cyclohexane, 1-methyl-4-(1-...	3,250	TIC	µg/l			100	"	"	"	"	"	
1678-93-9	Cyclohexane, butyl-	5,840	TIC	µg/l			100	"	"	"	"	"	
001004-77-9	Cyclohexanone, 2-(1-methyle...	3,630	TIC	µg/l			100	"	"	"	"	"	
141033-66-1	Cyclohexanone, 5-(1-hydroxy...	3,280	TIC	µg/l			100	"	"	"	"	"	
3891-98-3	Dodecane, 2,6,10-trimethyl-	10,200	TIC	µg/l			100	"	"	"	"	"	
	Heptane, 3,3,5-trimethyl-	5,020	TIC	µg/l			100	"	"	"	"	"	
005617-41-4	Heptylcyclohexane	5,480	TIC	µg/l			100	"	"	"	"	"	
000575-37-1	Naphthalene, 1,7-dimethyl-	4,640	TIC	µg/l			100	"	"	"	"	"	
000581-40-8	Naphthalene, 2,3-dimethyl-	4,900	TIC	µg/l			100	"	"	"	"	"	
	Naphthalene, 2,6-dimethyl-	4,330	TIC	µg/l			100	"	"	"	"	"	
	Naphthalene, decahydro-, tr...	5,060	TIC	µg/l			100	"	"	"	"	"	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT04-SA SB39869-04	60236456	Ground Water	21-Nov-11 11:00	22-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Semivolatile Organic Compounds by GCMS													
Tentatively Identified Compounds Prepared by method SW846 3510C													
	Naphthalene, decahydro-2-me...	3,260	TIC	µg/l			100	8270D TICS	28-Nov-11	30-Nov-11	ML	1124629	
64058-09-9	Nonane, 3-methyl-	4,870	TIC	µg/l			100	"	"	"	"	"	
	Tridecane, 7-methyl-	8,340	TIC	µg/l			100	"	"	"	"	"	
	Undecane, 2,6-dimethyl-	5,550	TIC	µg/l			100	"	"	"	"	"	
Extractable Petroleum Hydrocarbons													
Fingerprinting by GC Prepared by method SW846 3510C													
	Total Petroleum Hydrocarbons	25.2		mg/l	0.3	0.03	1	SW846 8100Mod.	01-Dec-11	03-Dec-11	SEW	1124983	
Surrogate recoveries:													
3386-33-2	*1-Chlorooctadecane*	*94*			*40-140 %*			"	"	"	"	"	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT09-SA SB39869-05	60236456	Ground Water	21-Nov-11 10:00	22-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Volatile Organic Compounds			PH										
Prepared by method SW846 5030 Water MS													
76-13-1	1,1,2-Trichlorotrifluoroethane (Freon 113)	< 1.0		µg/l	1.0	0.6	1	SW846 8260C	02-Dec-11	02-Dec-11	all	1125124	X
67-64-1	Acetone	< 10.0		µg/l	10.0	2.6	1	"	"	"	"	"	X
107-13-1	Acrylonitrile	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
71-43-2	Benzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-86-1	Bromobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	
74-97-5	Bromochloromethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-27-4	Bromodichloromethane	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
75-25-2	Bromoform	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
74-83-9	Bromomethane	< 2.0		µg/l	2.0	1.1	1	"	"	"	"	"	X
78-93-3	2-Butanone (MEK)	< 10.0		µg/l	10.0	1.7	1	"	"	"	"	"	X
104-51-8	n-Butylbenzene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-15-0	Carbon disulfide	< 2.0		µg/l	2.0	0.6	1	"	"	"	"	"	X
56-23-5	Carbon tetrachloride	< 1.0		µg/l	1.0	0.5	1	"	"	"	"	"	X
108-90-7	Chlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-00-3	Chloroethane	< 2.0		µg/l	2.0	1.0	1	"	"	"	"	"	X
67-66-3	Chloroform	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
74-87-3	Chloromethane	< 2.0		µg/l	2.0	1.5	1	"	"	"	"	"	X
95-49-8	2-Chlorotoluene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
106-43-4	4-Chlorotoluene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
96-12-8	1,2-Dibromo-3-chloropropane	< 2.0		µg/l	2.0	0.9	1	"	"	"	"	"	X
124-48-1	Dibromochloromethane	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
106-93-4	1,2-Dibromoethane (EDB)	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
74-95-3	Dibromomethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
95-50-1	1,2-Dichlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
75-71-8	Dichlorodifluoromethane (Freon12)	< 2.0		µg/l	2.0	0.4	1	"	"	"	"	"	X
75-34-3	1,1-Dichloroethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
107-06-2	1,2-Dichloroethane	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
75-35-4	1,1-Dichloroethene	< 1.0		µg/l	1.0	0.5	1	"	"	"	"	"	X
156-59-2	cis-1,2-Dichloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
156-60-5	trans-1,2-Dichloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
78-87-5	1,2-Dichloropropane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
142-28-9	1,3-Dichloropropane	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
594-20-7	2,2-Dichloropropane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
563-58-6	1,1-Dichloropropene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
10061-01-5	cis-1,3-Dichloropropene	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
10061-02-6	trans-1,3-Dichloropropene	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
100-41-4	Ethylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
87-68-3	Hexachlorobutadiene	< 0.5		µg/l	0.5	0.4	1	"	"	"	"	"	X
591-78-6	2-Hexanone (MBK)	< 10.0		µg/l	10.0	0.5	1	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT09-SA SB39869-05	60236456	Ground Water	21-Nov-11 10:00	22-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Volatile Organic Compounds			PH										
Prepared by method SW846 5030 Water MS													
98-82-8	Isopropylbenzene	< 1.0		µg/l	1.0	0.6	1	SW846 8260C	02-Dec-11	02-Dec-11	ail	1125124	X
99-87-6	4-Isopropyltoluene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-10-1	4-Methyl-2-pentanone (MIBK)	< 10.0		µg/l	10.0	0.9	1	"	"	"	"	"	X
75-09-2	Methylene chloride	< 2.0		µg/l	2.0	0.7	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 1.0		µg/l	1.0	0.3	1	"	"	"	"	"	X
103-65-1	n-Propylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
100-42-5	Styrene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
630-20-6	1,1,1,2-Tetrachloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-34-5	1,1,2,2-Tetrachloroethane	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
127-18-4	Tetrachloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-88-3	Toluene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
87-61-6	1,2,3-Trichlorobenzene	< 1.0		µg/l	1.0	0.4	1	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 1.0		µg/l	1.0	0.4	1	"	"	"	"	"	X
108-70-3	1,3,5-Trichlorobenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	
71-55-6	1,1,1-Trichloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-00-5	1,1,2-Trichloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-01-6	Trichloroethene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
3-4	Trichlorofluoromethane (Freon 11)	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
96-18-4	1,2,3-Trichloropropane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-01-4	Vinyl chloride	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 2.0		µg/l	2.0	1.6	1	"	"	"	"	"	X
95-47-6	o-Xylene	< 1.0		µg/l	1.0	0.9	1	"	"	"	"	"	X
109-99-9	Tetrahydrofuran	< 2.0		µg/l	2.0	1.4	1	"	"	"	"	"	
60-29-7	Ethyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	
994-05-8	Tert-amyl methyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
637-92-3	Ethyl tert-butyl ether	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
108-20-3	Di-isopropyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-65-0	Tert-Butanol / butyl alcohol	< 10.0		µg/l	10.0	8.6	1	"	"	"	"	"	X
123-91-1	1,4-Dioxane	< 20.0		µg/l	20.0	14.0	1	"	"	"	"	"	X
110-57-6	trans-1,4-Dichloro-2-buten e	< 5.0		µg/l	5.0	0.8	1	"	"	"	"	"	X
64-17-5	Ethanol	< 400		µg/l	400	35.7	1	"	"	"	"	"	X
Surrogate recoveries:													
460-00-4	*4-Bromofluorobenzene*	*99*			*70-130 %*			"	"	"	"	"	
2037-26-5	*Toluene-d8*	*98*			*70-130 %*			"	"	"	"	"	
17060-07-0	*1,2-Dichloroethane-d4*	*84*			*70-130 %*			"	"	"	"	"	
1868-53-7	*Dibromofluoromethane*	*92*			*70-130 %*			"	"	"	"	"	
tatively Identified Compounds by GC/MS													
epared by method SW846 5030 Water MS													

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT09-SA SB39869-05	60236456	Ground Water	21-Nov-11 10:00	22-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cer.
Volatile Organic Compounds													
Tentatively Identified Compounds by GC/MS													
Prepared by method SW846 5030 Water MS													
	Tentatively Identified Compounds	None found		µg/l			1	SW846 8260C TICs	02-Dec-11	02-Dec-11	ali	1125124	
Organic Compounds by Modified SW846 8015													
Glycol Analysis													
Prepared by method SW846 8015 Mod.													
111-46-6	Diethylene glycol	< 20.0		mg/l	20.0	3.93	1	SW846 8015 Mod	28-Nov-11	28-Nov-11	SEW	1124624	
107-21-1	Ethylene glycol	< 10.0		mg/l	10.0	6.13	1	"	"	"	"	"	
111-76-2	Ethylene glycol monobutyl ether	< 10.0		mg/l	10.0	2.10	1	"	"	"	"	"	
57-55-6	Propylene glycol	< 10.0		mg/l	10.0	6.42	1	"	"	"	"	"	
Surrogate recoveries:													
71-41-0	*1-Pentanol*	*89*			*40-140 %*			"	"	"	"	"	
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds													
Prepared by method SW846 3510C													
83-32-9	Acenaphthene	< 6.33		µg/l	6.33	1.03	1	SW846 8270D	28-Nov-11	01-Dec-11	ML	1124629	X
208-96-8	Acenaphthylene	< 6.33		µg/l	6.33	1.28	1	"	"	"	"	"	X
62-53-3	Aniline	< 6.33		µg/l	6.33	2.70	1	"	"	"	"	"	X
120-12-7	Anthracene	< 6.33		µg/l	6.33	0.937	1	"	"	"	"	"	X
103-33-3	Azobenzene/Diphenyldiazine	< 6.33		µg/l	6.33	1.35	1	"	"	"	"	"	
92-87-5	Benzidine	< 6.33		µg/l	6.33	3.76	1	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	< 6.33		µg/l	6.33	0.709	1	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	< 6.33		µg/l	6.33	1.06	1	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	< 6.33		µg/l	6.33	1.22	1	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	< 6.33		µg/l	6.33	1.84	1	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	< 6.33		µg/l	6.33	1.92	1	"	"	"	"	"	X
65-85-0	Benzoic acid	8.44		µg/l	6.33	1.99	1	"	"	"	"	"	X
100-51-6	Benzyl alcohol	< 6.33		µg/l	6.33	1.94	1	"	"	"	"	"	X
111-91-1	Bis(2-chloroethoxy)methane	< 6.33		µg/l	6.33	1.34	1	"	"	"	"	"	X
111-44-4	Bis(2-chloroethyl)ether	< 6.33		µg/l	6.33	1.42	1	"	"	"	"	"	X
108-60-1	Bis(2-chloroisopropyl)ether	< 6.33		µg/l	6.33	1.56	1	"	"	"	"	"	X
117-81-7	Bis(2-ethylhexyl)phthalate	< 6.33		µg/l	6.33	2.13	1	"	"	"	"	"	X
101-55-3	4-Bromophenyl phenyl ether	< 6.33		µg/l	6.33	1.66	1	"	"	"	"	"	X
85-68-7	Butyl benzyl phthalate	< 6.33		µg/l	6.33	0.949	1	"	"	"	"	"	X
86-74-8	Carbazole	< 6.33		µg/l	6.33	2.56	1	"	"	"	"	"	X
59-50-7	4-Chloro-3-methylphenol	< 6.33		µg/l	6.33	1.84	1	"	"	"	"	"	X
106-47-8	4-Chloroaniline	< 6.33		µg/l	6.33	1.49	1	"	"	"	"	"	X
91-58-7	2-Chloronaphthalene	< 6.33		µg/l	6.33	0.835	1	"	"	"	"	"	X
95-57-8	2-Chlorophenol	< 6.33		µg/l	6.33	1.06	1	"	"	"	"	"	X
7005-72-3	4-Chlorophenyl phenyl ether	< 6.33		µg/l	6.33	1.24	1	"	"	"	"	"	X
218-01-9	Chrysene	< 6.33		µg/l	6.33	0.835	1	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	< 6.33		µg/l	6.33	1.66	1	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT09-SA SB39869-05	60236456	Ground Water	21-Nov-11 10:00	22-Nov-11

AS No.	*Analyte(s)*	*Result*	*Flag*	*Units*	**RDL*	*MDL*	*Dilution*	*Method Ref.*	*Prepared*	*Analyzed*	*Analyst*	*Batch*	*Cert.*
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds Prepared by method SW846 3510C													
132-64-9	Dibenzofuran	< 6.33		µg/l	6.33	0.835	1	SW846 8270D	28-Nov-11	01-Dec-11	ML	1124629	X
95-50-1	1,2-Dichlorobenzene	< 6.33		µg/l	6.33	1.08	1	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 6.33		µg/l	6.33	1.71	1	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 6.33		µg/l	6.33	0.911	1	"	"	"	"	"	X
91-94-1	3,3'-Dichlorobenzidine	< 6.33		µg/l	6.33	2.56	1	"	"	"	"	"	X
120-83-2	2,4-Dichlorophenol	< 6.33		µg/l	6.33	1.68	1	"	"	"	"	"	X
84-66-2	Diethyl phthalate	< 6.33		µg/l	6.33	1.56	1	"	"	"	"	"	X
131-11-3	Dimethyl phthalate	< 6.33		µg/l	6.33	1.08	1	"	"	"	"	"	X
105-67-9	2,4-Dimethylphenol	< 6.33		µg/l	6.33	1.33	1	"	"	"	"	"	X
84-74-2	Di-n-butyl phthalate	< 6.33		µg/l	6.33	1.70	1	"	"	"	"	"	X
534-52-1	4,6-Dinitro-2-methylphenol	< 6.33		µg/l	6.33	2.43	1	"	"	"	"	"	X
51-28-5	2,4-Dinitrophenol	< 6.33		µg/l	6.33	4.06	1	"	"	"	"	"	X
121-14-2	2,4-Dinitrotoluene	< 6.33		µg/l	6.33	1.62	1	"	"	"	"	"	X
606-20-2	2,6-Dinitrotoluene	< 6.33		µg/l	6.33	1.38	1	"	"	"	"	"	X
117-84-0	Di-n-octyl phthalate	< 6.33		µg/l	6.33	1.67	1	"	"	"	"	"	X
206-44-0	Fluoranthene	< 6.33		µg/l	6.33	2.71	1	"	"	"	"	"	X
86-73-7	Fluorene	< 6.33		µg/l	6.33	1.15	1	"	"	"	"	"	X
118-74-1	Hexachlorobenzene	< 6.33		µg/l	6.33	1.53	1	"	"	"	"	"	X
-68-3	Hexachlorobutadiene	< 6.33		µg/l	6.33	1.67	1	"	"	"	"	"	X
.7-4	Hexachlorocyclopentadiene	< 6.33		µg/l	6.33	1.71	1	"	"	"	"	"	X
67-72-1	Hexachloroethane	< 6.33		µg/l	6.33	1.42	1	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	< 6.33		µg/l	6.33	1.70	1	"	"	"	"	"	X
78-59-1	Isophorone	< 6.33		µg/l	6.33	1.35	1	"	"	"	"	"	X
91-57-6	2-Methylnaphthalene	< 6.33		µg/l	6.33	1.62	1	"	"	"	"	"	X
95-48-7	2-Methylphenol	< 6.33		µg/l	6.33	1.08	1	"	"	"	"	"	X
108-39-4, 106-44-5	3 & 4-Methylphenol	< 12.7		µg/l	12.7	1.38	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 6.33		µg/l	6.33	0.949	1	"	"	"	"	"	X
88-74-4	2-Nitroaniline	< 6.33		µg/l	6.33	1.34	1	"	"	"	"	"	X
99-09-2	3-Nitroaniline	< 6.33		µg/l	6.33	2.01	1	"	"	"	"	"	X
100-01-6	4-Nitroaniline	< 25.3		µg/l	25.3	5.78	1	"	"	"	"	"	X
98-95-3	Nitrobenzene	< 6.33		µg/l	6.33	1.22	1	"	"	"	"	"	X
88-75-5	2-Nitrophenol	< 6.33		µg/l	6.33	1.66	1	"	"	"	"	"	X
100-02-7	4-Nitrophenol	< 25.3		µg/l	25.3	3.25	1	"	"	"	"	"	X
62-75-9	N-Nitrosodimethylamine	< 6.33		µg/l	6.33	2.65	1	"	"	"	"	"	X
621-64-7	N-Nitrosodi-n-propylamine	< 6.33		µg/l	6.33	1.41	1	"	"	"	"	"	X
86-30-6	N-Nitrosodiphenylamine	< 6.33		µg/l	6.33	1.44	1	"	"	"	"	"	X
87-86-5	Pentachlorophenol	< 25.3		µg/l	25.3	2.25	1	"	"	"	"	"	X
85-01-8	Phenanthrene	< 6.33		µg/l	6.33	0.759	1	"	"	"	"	"	X
108-95-2	Phenol	< 6.33		µg/l	6.33	1.33	1	"	"	"	"	"	X
129-00-0	Pyrene	< 6.33		µg/l	6.33	3.13	1	"	"	"	"	"	X
110-86-1	Pyridine	< 6.33		µg/l	6.33	2.32	1	"	"	"	"	"	X
12-1	1,2,4-Trichlorobenzene	< 6.33		µg/l	6.33	1.25	1	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	< 6.33		µg/l	6.33	1.39	1	"	"	"	"	"	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT09-SA SB39869-05	60236456	Ground Water	21-Nov-11 10:00	22-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cer..
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds Prepared by method SW846 3510C													
95-95-4	2,4,5-Trichlorophenol	< 6.33		µg/l	6.33	1.86	1	SW846 8270D	28-Nov-11	01-Dec-11	ML	1124829	X
88-06-2	2,4,6-Trichlorophenol	< 6.33		µg/l	6.33	1.23	1	"	"	"	"	"	X
82-68-8	Pentachloronitrobenzene	< 6.33		µg/l	6.33	2.04	1	"	"	"	"	"	X
95-94-3	1,2,4,5-Tetrachlorobenzene	< 6.33		µg/l	6.33	0.873	1	"	"	"	"	"	X
Surrogate recoveries:													
321-60-8	*2-Fluorobiphenyl*	*50*			*30-130 %*			"	"	"	"	"	
367-12-4	*2-Fluorophenol*	*29*			*15-110 %*			"	"	"	"	"	
4165-60-0	*Nitrobenzene-d5*	*53*			*30-130 %*			"	"	"	"	"	
4165-62-2	*Phenol-d5*	*22*			*15-110 %*			"	"	"	"	"	
1718-51-0	*Terphenyl-dl4*	*59*			*30-130 %*			"	"	"	"	"	
118-79-6	*2,4,6-Tribromophenol*	*48*			*15-110 %*			"	"	"	"	"	
Tentatively Identified Compounds Prepared by method SW846 3510C													
001599-67-3	1-Docosene	13.1	TIC	µg/l			1	8270D TICS	"	"	ML	"	
000136-85-6	1H-Benzotriazole, 5-methyl-	12.8	TIC	µg/l			1	"	"	"	"	"	
018835-33-1	1-Hexacosene	40.2	TIC	µg/l			1	"	"	"	"	"	
104-76-7	1-Hexanol, 2-ethyl-	23.2	TIC	µg/l			1	"	"	"	"	"	
067061-30-7	3,3-Dimethylheptanoic acid	22.9	TIC	µg/l			1	"	"	"	"	"	
018720-66-6	3-Heptanol, 6-methyl-	11.9	TIC	µg/l			1	"	"	"	"	"	
071502-22-2	9-Hexacosene	25.4	TIC	µg/l			1	"	"	"	"	"	
110-82-7	Cyclohexane	8.10	TIC	µg/l			1	"	"	"	"	"	
000297-24-5	Cyclooctacosane	51.6	TIC	µg/l			1	"	"	"	"	"	
112-95-8	Eicosane	8.33	TIC	µg/l			1	"	"	"	"	"	
004536-23-6	Hexanoic acid, 2-methyl-	22.7	TIC	µg/l			1	"	"	"	"	"	
	n-Hexadecanoic Acid	25.5	TIC	µg/l			1	"	"	"	"	"	
000057-11-4	octadecanoic acid	40.8	TIC	µg/l			1	"	"	"	"	"	
1000309-38-3	Oxalic acid, isobutyl octad...	24.0	TIC	µg/l			1	"	"	"	"	"	
1000226-85-6	Pinacolyl alcohol, O-trimet...	14.2	TIC	µg/l			1	"	"	"	"	"	
053690-77-0	Silane, trimethyl[(1-methyl...	26.9	TIC	µg/l			1	"	"	"	"	"	
646-31-1	Tetracosane	7.54	TIC	µg/l			1	"	"	"	"	"	
001928-30-9	Tricosane, 2-methyl-	5.82	TIC	µg/l			1	"	"	"	"	"	
Extractable Petroleum Hydrocarbons													
Fingerprinting by GC Prepared by method SW846 3510C													
	Total Petroleum Hydrocarbons	0.7		mg/l	0.2	0.02	1	SW846 8100Mod.	01-Dec-11	03-Dec-11	SEW	1124983	
Surrogate recoveries:													
3386-33-2	*1-Chlorooctadecane*	*106*			*40-140 %*			"	"	"	"	"	

This laboratory report is not valid without an authorized signature on the cover page.

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
Field Blank SB39869-06	60236456	Deionized Water	21-Nov-11 12:30	22-Nov-11

.S No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Volatile Organic Compounds Prepared by method SW846 5030 Water MS													
76-13-1	1,1,2-Trichlorotrifluoroethane (Freon 113)	< 1.0		µg/l	1.0	0.6	1	SW846 8260C	02-Dec-11	02-Dec-11	ali	1125124	X
67-64-1	Acetone	< 10.0		µg/l	10.0	2.6	1	"	"	"	"	"	X
107-13-1	Acrylonitrile	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
71-43-2	Benzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-86-1	Bromobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	
74-97-5	Bromochloromethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-27-4	Bromodichloromethane	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
75-25-2	Bromoform	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
74-83-9	Bromomethane	< 2.0		µg/l	2.0	1.1	1	"	"	"	"	"	X
78-93-3	2-Butanone (MEK)	< 10.0		µg/l	10.0	1.7	1	"	"	"	"	"	X
104-51-8	n-Butylbenzene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-15-0	Carbon disulfide	< 2.0		µg/l	2.0	0.6	1	"	"	"	"	"	X
56-23-5	Carbon tetrachloride	< 1.0		µg/l	1.0	0.5	1	"	"	"	"	"	X
108-90-7	Chlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-00-3	Chloroethane	< 2.0		µg/l	2.0	1.0	1	"	"	"	"	"	X
67-66-3	Chloroform	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
-3	Chloromethane	< 2.0		µg/l	2.0	1.5	1	"	"	"	"	"	X
95-49-8	2-Chlorotoluene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
106-43-4	4-Chlorotoluene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
96-12-8	1,2-Dibromo-3-chloropropane	< 2.0		µg/l	2.0	0.9	1	"	"	"	"	"	X
124-48-1	Dibromochloromethane	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
106-93-4	1,2-Dibromoethane (EDB)	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
74-95-3	Dibromomethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
95-50-1	1,2-Dichlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
75-71-8	Dichlorodifluoromethane (Freon12)	< 2.0		µg/l	2.0	0.4	1	"	"	"	"	"	X
75-34-3	1,1-Dichloroethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
107-06-2	1,2-Dichloroethane	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
75-35-4	1,1-Dichloroethene	< 1.0		µg/l	1.0	0.5	1	"	"	"	"	"	X
156-59-2	cis-1,2-Dichloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
156-60-5	trans-1,2-Dichloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
78-87-5	1,2-Dichloropropane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
142-28-9	1,3-Dichloropropane	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
594-20-7	2,2-Dichloropropane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
563-58-6	1,1-Dichloropropene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
10061-01-5	cis-1,3-Dichloropropene	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
10061-02-6	trans-1,3-Dichloropropene	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
1-4	Ethylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
-68-3	Hexachlorobutadiene	< 0.5		µg/l	0.5	0.4	1	"	"	"	"	"	X
591-78-6	2-Hexanone (MBK)	< 10.0		µg/l	10.0	0.5	1	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
Field Blank SB39869-06	60236456	Deionized Water	21-Nov-11 12:30	22-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Volatile Organic Compounds Prepared by method SW846 5030 Water MS													
98-82-8	Isopropylbenzene	< 1.0		µg/l	1.0	0.6	1	SW846 8260C	02-Dec-11	02-Dec-11	all	1125124	X
99-87-6	4-Isopropyltoluene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-10-1	4-Methyl-2-pentanone (MIBK)	< 10.0		µg/l	10.0	0.9	1	"	"	"	"	"	X
75-09-2	Methylene chloride	< 2.0		µg/l	2.0	0.7	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 1.0		µg/l	1.0	0.3	1	"	"	"	"	"	X
103-65-1	n-Propylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
100-42-5	Styrene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
630-20-6	1,1,1,2-Tetrachloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-34-5	1,1,2,2-Tetrachloroethane	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
127-18-4	Tetrachloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-88-3	Toluene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
87-61-6	1,2,3-Trichlorobenzene	< 1.0		µg/l	1.0	0.4	1	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 1.0		µg/l	1.0	0.4	1	"	"	"	"	"	X
108-70-3	1,3,5-Trichlorobenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	
71-55-6	1,1,1-Trichloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-00-5	1,1,2-Trichloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-01-6	Trichloroethene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
75-69-4	Trichlorofluoromethane (Freon 11)	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
96-18-4	1,2,3-Trichloropropane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-01-4	Vinyl chloride	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 2.0		µg/l	2.0	1.6	1	"	"	"	"	"	X
95-47-6	o-Xylene	< 1.0		µg/l	1.0	0.9	1	"	"	"	"	"	X
109-99-9	Tetrahydrofuran	< 2.0		µg/l	2.0	1.4	1	"	"	"	"	"	
60-29-7	Ethyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	
994-05-8	Tert-amyl methyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
637-92-3	Ethyl tert-butyl ether	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
108-20-3	Di-isopropyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-65-0	Tert-Butanol / butyl alcohol	< 10.0		µg/l	10.0	8.6	1	"	"	"	"	"	X
123-91-1	1,4-Dioxane	< 20.0		µg/l	20.0	14.0	1	"	"	"	"	"	X
110-57-6	trans-1,4-Dichloro-2-buten e	< 5.0		µg/l	5.0	0.8	1	"	"	"	"	"	X
64-17-5	Ethanol	< 400		µg/l	400	35.7	1	"	"	"	"	"	X
Surrogate recoveries:													
460-00-4	*4-Bromofluorobenzene*	*97*			*70-130 %*			"	"	"	"	"	
2037-26-5	*Toluene-d8*	*96*			*70-130 %*			"	"	"	"	"	
17060-07-0	*1,2-Dichloroethane-d4*	*85*			*70-130 %*			"	"	"	"	"	
1868-53-7	*Dibromofluoromethane*	*92*			*70-130 %*			"	"	"	"	"	
Tentatively Identified Compounds by GC/MS Prepared by method SW846 5030 Water MS													

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
Field Blank SB39869-06	60236456	Deionized Water	21-Nov-11 12:30	22-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Tentatively Identified Compounds by GC/MS													
Prepared by method SW846 5030 Water MS													
	Tentatively Identified Compounds	None found		µg/l			1	SW846 8260C TICs	02-Dec-11	02-Dec-11	ali	1125124	
Organic Compounds by Modified SW846 8015													
Glycol Analysis													
Prepared by method SW846 8015 Mod.													
111-46-6	Diethylene glycol	< 20.0		mg/l	20.0	3.93	1	SW846 8015 Mod	28-Nov-11	28-Nov-11	SEW	1124624	
107-21-1	Ethylene glycol	< 10.0		mg/l	10.0	6.13	1	"	"	"	"	"	
111-76-2	Ethylene glycol monobutyl ether	< 10.0		mg/l	10.0	2.10	1	"	"	"	"	"	
57-55-6	Propylene glycol	< 10.0		mg/l	10.0	6.42	1	"	"	"	"	"	
Surrogate recoveries:													
71-41-0	*1-Pentanol*	*88*			*40-140 %*			"	"	"	"	"	
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds													
Prepared by method SW846 3510C													
83-32-9	Acenaphthene	< 5.49		µg/l	5.49	0.890	1	SW846 8270D	28-Nov-11	30-Nov-11	MSL	1124629	X
208-96-8	Acenaphthylene	< 5.49		µg/l	5.49	1.11	1	"	"	"	"	"	X
62-53-3	Aniline	< 5.49		µg/l	5.49	2.34	1	"	"	"	"	"	X
120-12-7	Anthracene	< 5.49		µg/l	5.49	0.813	1	"	"	"	"	"	X
33-3	Azobenzene/Diphenyldiazine	< 5.49		µg/l	5.49	1.18	1	"	"	"	"	"	
92-87-5	Benzidine	< 5.49		µg/l	5.49	3.26	1	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	< 5.49		µg/l	5.49	0.615	1	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	< 5.49		µg/l	5.49	0.923	1	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	< 5.49		µg/l	5.49	1.05	1	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	< 5.49		µg/l	5.49	1.59	1	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	< 5.49		µg/l	5.49	1.67	1	"	"	"	"	"	X
65-85-0	Benzoic acid	< 5.49		µg/l	5.49	1.73	1	"	"	"	"	"	X
100-51-6	Benzyl alcohol	< 5.49		µg/l	5.49	1.68	1	"	"	"	"	"	X
111-91-1	Bis(2-chloroethoxy)methane	< 5.49		µg/l	5.49	1.16	1	"	"	"	"	"	X
111-44-4	Bis(2-chloroethyl)ether	< 5.49		µg/l	5.49	1.23	1	"	"	"	"	"	X
108-60-1	Bis(2-chloroisopropyl)ether	< 5.49		µg/l	5.49	1.35	1	"	"	"	"	"	X
117-81-7	Bis(2-ethylhexyl)phthalate	< 5.49		µg/l	5.49	1.85	1	"	"	"	"	"	X
101-55-3	4-Bromophenyl phenyl ether	< 5.49		µg/l	5.49	1.44	1	"	"	"	"	"	X
85-68-7	Butyl benzyl phthalate	< 5.49		µg/l	5.49	0.824	1	"	"	"	"	"	X
86-74-8	Carbazole	< 5.49		µg/l	5.49	2.22	1	"	"	"	"	"	X
59-50-7	4-Chloro-3-methylphenol	< 5.49		µg/l	5.49	1.59	1	"	"	"	"	"	X
106-47-8	4-Chloroaniline	< 5.49		µg/l	5.49	1.30	1	"	"	"	"	"	X
91-58-7	2-Chloronaphthalene	< 5.49		µg/l	5.49	0.725	1	"	"	"	"	"	X
95-57-8	2-Chlorophenol	< 5.49		µg/l	5.49	0.923	1	"	"	"	"	"	X
7005-72-3	4-Chlorophenyl phenyl ether	< 5.49		µg/l	5.49	1.08	1	"	"	"	"	"	X
01-9	Chrysene	< 5.49		µg/l	5.49	0.725	1	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	< 5.49		µg/l	5.49	1.44	1	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
Field Blank	60236456	Deionized Water	21-Nov-11 12:30	22-Nov-11
SB39869-06				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds													
Prepared by method SW846 3510C													
132-64-9	Dibenzofuran	< 5.49		µg/l	5.49	0.725	1	SW846 8270D	28-Nov-11	30-Nov-11	MSL	1124629	X
95-50-1	1,2-Dichlorobenzene	< 5.49		µg/l	5.49	0.934	1	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 5.49		µg/l	5.49	1.48	1	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 5.49		µg/l	5.49	0.791	1	"	"	"	"	"	X
91-94-1	3,3'-Dichlorobenzidine	< 5.49		µg/l	5.49	2.22	1	"	"	"	"	"	X
120-83-2	2,4-Dichlorophenol	< 5.49		µg/l	5.49	1.46	1	"	"	"	"	"	X
84-66-2	Diethyl phthalate	< 5.49		µg/l	5.49	1.35	1	"	"	"	"	"	X
131-11-3	Dimethyl phthalate	< 5.49		µg/l	5.49	0.934	1	"	"	"	"	"	X
105-67-9	2,4-Dimethylphenol	< 5.49		µg/l	5.49	1.15	1	"	"	"	"	"	X
84-74-2	Di-n-butyl phthalate	< 5.49		µg/l	5.49	1.47	1	"	"	"	"	"	X
534-52-1	4,6-Dinitro-2-methylphenol	< 5.49		µg/l	5.49	2.11	1	"	"	"	"	"	X
51-28-5	2,4-Dinitrophenol	< 5.49		µg/l	5.49	3.53	1	"	"	"	"	"	X
121-14-2	2,4-Dinitrotoluene	< 5.49		µg/l	5.49	1.41	1	"	"	"	"	"	X
606-20-2	2,6-Dinitrotoluene	< 5.49		µg/l	5.49	1.20	1	"	"	"	"	"	X
117-84-0	Di-n-octyl phthalate	< 5.49		µg/l	5.49	1.45	1	"	"	"	"	"	X
206-44-0	Fluoranthene	< 5.49		µg/l	5.49	2.35	1	"	"	"	"	"	X
86-73-7	Fluorene	< 5.49		µg/l	5.49	1.00	1	"	"	"	"	"	X
118-74-1	Hexachlorobenzene	< 5.49		µg/l	5.49	1.33	1	"	"	"	"	"	X
87-68-3	Hexachlorobutadiene	< 5.49		µg/l	5.49	1.45	1	"	"	"	"	"	X
77-47-4	Hexachlorocyclopentadiene	< 5.49		µg/l	5.49	1.48	1	"	"	"	"	"	X
67-72-1	Hexachloroethane	< 5.49		µg/l	5.49	1.23	1	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	< 5.49		µg/l	5.49	1.47	1	"	"	"	"	"	X
78-59-1	Isophorone	< 5.49		µg/l	5.49	1.18	1	"	"	"	"	"	X
91-57-6	2-Methylnaphthalene	< 5.49		µg/l	5.49	1.41	1	"	"	"	"	"	X
95-48-7	2-Methylphenol	< 5.49		µg/l	5.49	0.934	1	"	"	"	"	"	X
108-39-4, 106-44-5	3 & 4-Methylphenol	< 11.0		µg/l	11.0	1.20	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 5.49		µg/l	5.49	0.824	1	"	"	"	"	"	X
88-74-4	2-Nitroaniline	< 5.49		µg/l	5.49	1.16	1	"	"	"	"	"	X
99-09-2	3-Nitroaniline	< 5.49		µg/l	5.49	1.75	1	"	"	"	"	"	X
100-01-6	4-Nitroaniline	< 22.0		µg/l	22.0	5.02	1	"	"	"	"	"	X
98-95-3	Nitrobenzene	< 5.49		µg/l	5.49	1.05	1	"	"	"	"	"	X
88-75-5	2-Nitrophenol	< 5.49		µg/l	5.49	1.44	1	"	"	"	"	"	X
100-02-7	4-Nitrophenol	< 22.0		µg/l	22.0	2.82	1	"	"	"	"	"	X
62-75-9	N-Nitrosodimethylamine	< 5.49		µg/l	5.49	2.30	1	"	"	"	"	"	X
621-64-7	N-Nitrosodi-n-propylamine	< 5.49		µg/l	5.49	1.22	1	"	"	"	"	"	X
86-30-6	N-Nitrosodiphenylamine	< 5.49		µg/l	5.49	1.25	1	"	"	"	"	"	X
87-86-5	Pentachlorophenol	< 22.0		µg/l	22.0	1.96	1	"	"	"	"	"	X
85-01-8	Phenanthrene	< 5.49		µg/l	5.49	0.659	1	"	"	"	"	"	X
108-95-2	Phenol	< 5.49		µg/l	5.49	1.15	1	"	"	"	"	"	X
129-00-0	Pyrene	< 5.49		µg/l	5.49	2.71	1	"	"	"	"	"	X
110-86-1	Pyridine	< 5.49		µg/l	5.49	2.01	1	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 5.49		µg/l	5.49	1.09	1	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	< 5.49		µg/l	5.49	1.21	1	"	"	"	"	"	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
Field Blank CB39869-06	60236456	Deionized Water	21-Nov-11 12:30	22-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds Prepared by method SW846 3510C													
95-95-4	2,4,5-Trichlorophenol	< 5.49		µg/l	5.49	1.62	1	SW846 8270D	28-Nov-11	30-Nov-11	MSL	1124629	X
88-06-2	2,4,6-Trichlorophenol	< 5.49		µg/l	5.49	1.07	1	"	"	"	"	"	X
82-68-8	Pentachloronitrobenzene	< 5.49		µg/l	5.49	1.77	1	"	"	"	"	"	X
95-94-3	1,2,4,5-Tetrachlorobenzene	< 5.49		µg/l	5.49	0.758	1	"	"	"	"	"	X
Surrogate recoveries:													
321-60-8	*2-Fluorobiphenyl*	*57*			*30-130 %*			"	"	"	"	"	
367-12-4	*2-Fluorophenol*	*50*			*15-110 %*			"	"	"	"	"	
4165-60-0	*Nitrobenzene-d5*	*66*			*30-130 %*			"	"	"	"	"	
4165-62-2	*Phenol-d5*	*37*			*15-110 %*			"	"	"	"	"	
1718-51-0	*Terphenyl-dl4*	*80*			*30-130 %*			"	"	"	"	"	
118-79-6	*2,4,6-Tribromophenol*	*68*			*15-110 %*			"	"	"	"	"	
Tentatively Identified Compounds Prepared by method SW846 3510C													
	Tentatively Identified Compounds	None found		µg/l			1	8270D TICS	"	"	MSL	"	
Semivolatile Organic Compounds by GC													
Polychlorinated Biphenyls Prepared by method SW846 3510C													
12674-11-2	Aroclor-1016	< 0.211		µg/l	0.211	0.00905	1	SW846 8082A	28-Nov-11	30-Nov-11	IMR	1124630	X
11104-28-2	Aroclor-1221	< 0.211		µg/l	0.211	0.0151	1	"	"	"	"	"	X
11141-16-5	Aroclor-1232	< 0.211		µg/l	0.211	0.0141	1	"	"	"	"	"	X
53469-21-9	Aroclor-1242	< 0.211		µg/l	0.211	0.00768	1	"	"	"	"	"	X
12672-29-6	Aroclor-1248	< 0.211		µg/l	0.211	0.0119	1	"	"	"	"	"	X
11097-69-1	Aroclor-1254	< 0.211		µg/l	0.211	0.0104	1	"	"	"	"	"	X
11096-82-5	Aroclor-1260	< 0.211		µg/l	0.211	0.00611	1	"	"	"	"	"	X
37324-23-5	Aroclor-1262	< 0.211		µg/l	0.211	0.00916	1	"	"	"	"	"	X
11100-14-4	Aroclor-1268	< 0.211		µg/l	0.211	0.0100	1	"	"	"	"	"	X
Surrogate recoveries:													
10386-84-2	*4,4-DB-Octafluorobiphenyl (Sr)*	*65*			*30-150 %*			"	"	"	"	"	
10386-84-2	*4,4-DB-Octafluorobiphenyl (Sr) [2C]*	*75*			*30-150 %*			"	"	"	"	"	
2051-24-3	*Decachlorobiphenyl (Sr)*	*85*			*30-150 %*			"	"	"	"	"	
2051-24-3	*Decachlorobiphenyl (Sr) [2C]*	*75*			*30-150 %*			"	"	"	"	"	
Extractable Petroleum Hydrocarbons													
Fingerprinting by GC Prepared by method SW846 3510C													
	Total Petroleum Hydrocarbons	< 0.2		mg/l	0.2	0.02	1	SW846 8100Mod.	01-Dec-11	03-Dec-11	SEW	1124983	
Surrogate recoveries:													
3386-33-2	*1-Chlorooctadecane*	*108*			*40-140 %*			"	"	"	"	"	
Total Metals by EPA 200/6000 Series Methods													
	Preservation	Lab Preserved		N/A			1	EPA 200/6000 methods	23-Nov-11	23-Nov-11	JLM	1124513	
Total Metals by EPA 6000/7000 Series Methods													

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
Field Blank SB39869-06	60236456	Deionized Water	21-Nov-11 12:30	22-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Total Metals by EPA 6000/7000 Series Methods													
7440-22-4	Silver	< 0.0050		mg/l	0.0050	0.0020	1	SW846 6010C	30-Nov-11	05-Dec-11	ARF	1124827	X
7440-38-2	Arsenic	< 0.0040		mg/l	0.0040	0.0032	1	"	"	"	"	"	X
7440-39-3	Barium	< 0.0050		mg/l	0.0050	0.0034	1	"	"	"	"	"	X
7440-43-9	Cadmium	< 0.0025		mg/l	0.0025	0.0001	1	"	"	"	"	"	X
7440-47-3	Chromium	< 0.0050		mg/l	0.0050	0.0034	1	"	"	"	"	"	X
7439-92-1	Lead	< 0.0075		mg/l	0.0075	0.0045	1	"	"	"	"	"	X
7782-49-2	Selenium	< 0.0150		mg/l	0.0150	0.0024	1	"	"	"	"	"	X
Total Metals by EPA 200 Series Methods													
7439-97-6	Mercury	< 0.00020		mg/l	0.00020	0.00007	1	EPA 245.1/7470A	30-Nov-11	02-Dec-11	EDT	1124829	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
TB SB39869-07	60236456	Deionized Water	21-Nov-11 00:00	22-Nov-11

AS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Volatile Organic Compounds Prepared by method SW846 5030 Water MS													
76-13-1	1,1,2-Trichlorotrifluoroethane (Freon 113)	< 1.0		µg/l	1.0	0.6	1	SW846 8260C	02-Dec-11	02-Dec-11	ali	1125124	X
67-64-1	Acetone	< 10.0		µg/l	10.0	2.6	1	"	"	"	"	"	X
107-13-1	Acrylonitrile	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
71-43-2	Benzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-86-1	Bromobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	
74-97-5	Bromochloromethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-27-4	Bromodichloromethane	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
75-25-2	Bromoform	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
74-83-9	Bromomethane	< 2.0		µg/l	2.0	1.1	1	"	"	"	"	"	X
78-93-3	2-Butanone (MEK)	< 10.0		µg/l	10.0	1.7	1	"	"	"	"	"	X
104-51-8	n-Butylbenzene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-15-0	Carbon disulfide	< 2.0		µg/l	2.0	0.6	1	"	"	"	"	"	X
56-23-5	Carbon tetrachloride	< 1.0		µg/l	1.0	0.5	1	"	"	"	"	"	X
108-90-7	Chlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-00-3	Chloroethane	< 2.0		µg/l	2.0	1.0	1	"	"	"	"	"	X
67-66-3	Chloroform	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
7-3	Chloromethane	< 2.0		µg/l	2.0	1.5	1	"	"	"	"	"	X
95-49-8	2-Chlorotoluene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
106-43-4	4-Chlorotoluene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
96-12-8	1,2-Dibromo-3-chloropropane	< 2.0		µg/l	2.0	0.9	1	"	"	"	"	"	X
124-48-1	Dibromochloromethane	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
106-93-4	1,2-Dibromoethane (EDB)	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
74-95-3	Dibromomethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
95-50-1	1,2-Dichlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
75-71-8	Dichlorodifluoromethane (Freon12)	< 2.0		µg/l	2.0	0.4	1	"	"	"	"	"	X
75-34-3	1,1-Dichloroethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
107-06-2	1,2-Dichloroethane	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
75-35-4	1,1-Dichloroethene	< 1.0		µg/l	1.0	0.5	1	"	"	"	"	"	X
156-59-2	cis-1,2-Dichloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
156-60-5	trans-1,2-Dichloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
78-87-5	1,2-Dichloropropane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
142-28-9	1,3-Dichloropropane	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
594-20-7	2,2-Dichloropropane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
563-58-6	1,1-Dichloropropene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
10061-01-5	cis-1,3-Dichloropropene	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
10061-02-6	trans-1,3-Dichloropropene	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
41-4	Ethylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
87-68-3	Hexachlorobutadiene	< 0.5		µg/l	0.5	0.4	1	"	"	"	"	"	X
591-78-6	2-Hexanone (MBK)	< 10.0		µg/l	10.0	0.5	1	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
TB SB39869-07	60236456	Deionized Water	21-Nov-11 00:00	22-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Volatile Organic Compounds Prepared by method SW846 5030 Water MS													
98-82-8	Isopropylbenzene	< 1.0		µg/l	1.0	0.6	1	SW846 8260C	02-Dec-11	02-Dec-11	ajl	1125124	X
99-87-6	4-Isopropyltoluene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-10-1	4-Methyl-2-pentanone (MIBK)	< 10.0		µg/l	10.0	0.9	1	"	"	"	"	"	X
75-09-2	Methylene chloride	< 2.0		µg/l	2.0	0.7	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 1.0		µg/l	1.0	0.3	1	"	"	"	"	"	X
103-65-1	n-Propylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
100-42-5	Styrene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
630-20-6	1,1,1,2-Tetrachloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-34-5	1,1,2,2-Tetrachloroethane	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
127-18-4	Tetrachloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-88-3	Toluene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
87-61-6	1,2,3-Trichlorobenzene	< 1.0		µg/l	1.0	0.4	1	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 1.0		µg/l	1.0	0.4	1	"	"	"	"	"	X
108-70-3	1,3,5-Trichlorobenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	
71-55-6	1,1,1-Trichloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-00-5	1,1,2-Trichloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-01-6	Trichloroethene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
75-69-4	Trichlorofluoromethane (Freon 11)	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
96-18-4	1,2,3-Trichloropropane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-01-4	Vinyl chloride	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 2.0		µg/l	2.0	1.6	1	"	"	"	"	"	X
95-47-6	o-Xylene	< 1.0		µg/l	1.0	0.9	1	"	"	"	"	"	X
109-99-9	Tetrahydrofuran	< 2.0		µg/l	2.0	1.4	1	"	"	"	"	"	
60-29-7	Ethyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	
994-05-8	Tert-amyl methyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
637-92-3	Ethyl tert-butyl ether	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
108-20-3	Di-isopropyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-65-0	Tert-Butanol / butyl alcohol	< 10.0		µg/l	10.0	8.6	1	"	"	"	"	"	X
123-91-1	1,4-Dioxane	< 20.0		µg/l	20.0	14.0	1	"	"	"	"	"	X
110-57-6	trans-1,4-Dichloro-2-butene	< 5.0		µg/l	5.0	0.8	1	"	"	"	"	"	X
64-17-5	Ethanol	< 400		µg/l	400	35.7	1	"	"	"	"	"	X
Surrogate recoveries:													
460-00-4	*4-Bromofluorobenzene*	*97*			*70-130 %*			"	"	"	"	"	
2037-26-5	*Toluene-d8*	*97*			*70-130 %*			"	"	"	"	"	
17060-07-0	*1,2-Dichloroethane-d4*	*85*			*70-130 %*			"	"	"	"	"	
1868-53-7	*Dibromofluoromethane*	*92*			*70-130 %*			"	"	"	"	"	
Tentatively Identified Compounds by GC/MS Prepared by method SW846 5030 Water MS													

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
TB SB39869-07	60236456	Deionized Water	21-Nov-11 00:00	22-Nov-11

AS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Tentatively Identified Compounds by GC/MS													
Prepared by method SW846 5030 Water MS													
	Tentatively Identified Compounds	None found		µg/l			1	SW846 8260C TICs	02-Dec-11	02-Dec-11	ali	1125124	

Volatile Organic Compounds - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124639 - SW846 5035A Soil (low level)										
Blank (1124639-BLK1)					Prepared & Analyzed: 28-Nov-11					
Benzene	< 5.0		µg/kg wet	5.0						
n-Butylbenzene	< 5.0		µg/kg wet	5.0						
sec-Butylbenzene	< 5.0		µg/kg wet	5.0						
tert-Butylbenzene	< 5.0		µg/kg wet	5.0						
Ethylbenzene	< 5.0		µg/kg wet	5.0						
Isopropylbenzene	< 5.0		µg/kg wet	5.0						
4-Isopropyltoluene	< 5.0		µg/kg wet	5.0						
Methyl tert-butyl ether	< 5.0		µg/kg wet	5.0						
Naphthalene	< 5.0		µg/kg wet	5.0						
n-Propylbenzene	< 5.0		µg/kg wet	5.0						
Toluene	< 5.0		µg/kg wet	5.0						
1,2,4-Trimethylbenzene	< 5.0		µg/kg wet	5.0						
1,3,5-Trimethylbenzene	< 5.0		µg/kg wet	5.0						
m,p-Xylene	< 10.0		µg/kg wet	10.0						
o-Xylene	< 5.0		µg/kg wet	5.0						
Surrogate: 4-Bromofluorobenzene	*51.5*		µg/kg wet		*50.0*		*103*	*70-130*		
Surrogate: Toluene-d8	*50.8*		µg/kg wet		*50.0*		*102*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*47.6*		µg/kg wet		*50.0*		*95*	*70-130*		
Surrogate: Dibromofluoromethane	*48.6*		µg/kg wet		*50.0*		*97*	*70-130*		
LCS (1124639-BS1)					Prepared & Analyzed: 28-Nov-11					
Benzene	**17.3**		µg/kg wet		20.0		87	70-130		
n-Butylbenzene	**17.6**		µg/kg wet		20.0		88	70-130		
sec-Butylbenzene	**17.3**		µg/kg wet		20.0		86	70-130		
tert-Butylbenzene	**17.4**		µg/kg wet		20.0		87	70-130		
Ethylbenzene	**17.8**		µg/kg wet		20.0		89	70-130		
Isopropylbenzene	**17.4**		µg/kg wet		20.0		87	70-130		
4-Isopropyltoluene	**16.9**		µg/kg wet		20.0		85	70-130		
Methyl tert-butyl ether	**18.3**		µg/kg wet		20.0		91	70-130		
Naphthalene	**19.3**		µg/kg wet		20.0		97	70-130		
n-Propylbenzene	**17.3**		µg/kg wet		20.0		86	70-130		
Toluene	**17.1**		µg/kg wet		20.0		86	70-130		
1,2,4-Trimethylbenzene	**17.5**		µg/kg wet		20.0		87	70-130		
1,3,5-Trimethylbenzene	**17.5**		µg/kg wet		20.0		87	70-130		
m,p-Xylene	**36.7**		µg/kg wet		40.0		92	70-130		
o-Xylene	**18.3**		µg/kg wet		20.0		91	70-130		
Surrogate: 4-Bromofluorobenzene	*49.3*		µg/kg wet		*50.0*		*99*	*70-130*		
Surrogate: Toluene-d8	*49.9*		µg/kg wet		*50.0*		*100*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*41.6*		µg/kg wet		*50.0*		*83*	*70-130*		
Surrogate: Dibromofluoromethane	*48.0*		µg/kg wet		*50.0*		*96*	*70-130*		
LCS Dup (1124639-BSD1)					Prepared & Analyzed: 28-Nov-11					
Benzene	**17.1**		µg/kg wet		20.0		86	70-130	1	25
n-Butylbenzene	**17.5**		µg/kg wet		20.0		88	70-130	0.6	25
sec-Butylbenzene	**17.4**		µg/kg wet		20.0		87	70-130	0.8	25
tert-Butylbenzene	**17.6**		µg/kg wet		20.0		88	70-130	1	25
Ethylbenzene	**17.4**		µg/kg wet		20.0		87	70-130	2	25
Isopropylbenzene	**17.3**		µg/kg wet		20.0		86	70-130	0.6	25
4-Isopropyltoluene	**16.9**		µg/kg wet		20.0		84	70-130	0.4	25
Methyl tert-butyl ether	**17.8**		µg/kg wet		20.0		89	70-130	2	25
Naphthalene	**18.6**		µg/kg wet		20.0		93	70-130	4	25
n-Propylbenzene	**17.3**		µg/kg wet		20.0		87	70-130	0.3	25
Toluene	**17.3**		µg/kg wet		20.0		86	70-130	1	25

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124639 - SW846 5035A Soil (low level)										
LCS Dup (1124639-BSD1)					Prepared & Analyzed: 28-Nov-11					
1,2,4-Trimethylbenzene	**17.6**		µg/kg wet		20.0		88	70-130	0.9	25
1,3,5-Trimethylbenzene	**17.6**		µg/kg wet		20.0		88	70-130	0.7	25
m,p-Xylene	**36.3**		µg/kg wet		40.0		91	70-130	1	25
o-Xylene	**18.0**		µg/kg wet		20.0		90	70-130	2	25
Surrogate: 4-Bromofluorobenzene	*49.9*		µg/kg wet		*50.0*		*100*	*70-130*		
Surrogate: Toluene-d8	*50.9*		µg/kg wet		*50.0*		*102*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*41.8*		µg/kg wet		*50.0*		*84*	*70-130*		
Surrogate: Dibromofluoromethane	*48.2*		µg/kg wet		*50.0*		*96*	*70-130*		
Batch 1124882 - SW846 5035A Soil (low level)										
Blank (1124882-BLK1)					Prepared & Analyzed: 30-Nov-11					
Benzene	< 5.0		µg/kg wet	5.0						
n-Butylbenzene	< 5.0		µg/kg wet	5.0						
sec-Butylbenzene	< 5.0		µg/kg wet	5.0						
tert-Butylbenzene	< 5.0		µg/kg wet	5.0						
Ethylbenzene	< 5.0		µg/kg wet	5.0						
Isopropylbenzene	< 5.0		µg/kg wet	5.0						
4-Isopropyltoluene	< 5.0		µg/kg wet	5.0						
Methyl tert-butyl ether	< 5.0		µg/kg wet	5.0						
Naphthalene	< 5.0		µg/kg wet	5.0						
n-Propylbenzene	< 5.0		µg/kg wet	5.0						
Toluene	< 5.0		µg/kg wet	5.0						
1,2,4-Trimethylbenzene	< 5.0		µg/kg wet	5.0						
1,3,5-Trimethylbenzene	< 5.0		µg/kg wet	5.0						
m,p-Xylene	< 10.0		µg/kg wet	10.0						
o-Xylene	< 5.0		µg/kg wet	5.0						
Surrogate: 4-Bromofluorobenzene	*49.2*		µg/kg wet		*50.0*		*98*	*70-130*		
Surrogate: Toluene-d8	*51.4*		µg/kg wet		*50.0*		*103*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*54.2*		µg/kg wet		*50.0*		*108*	*70-130*		
Surrogate: Dibromofluoromethane	*52.2*		µg/kg wet		*50.0*		*104*	*70-130*		
LCS (1124882-BS1)					Prepared & Analyzed: 30-Nov-11					
Benzene	**18.8**		µg/kg wet		20.0		94	70-130		
n-Butylbenzene	**17.5**		µg/kg wet		20.0		88	70-130		
sec-Butylbenzene	**19.0**		µg/kg wet		20.0		95	70-130		
tert-Butylbenzene	**19.0**		µg/kg wet		20.0		95	70-130		
Ethylbenzene	**18.8**		µg/kg wet		20.0		94	70-130		
Isopropylbenzene	**18.6**		µg/kg wet		20.0		93	70-130		
4-Isopropyltoluene	**17.8**		µg/kg wet		20.0		89	70-130		
Methyl tert-butyl ether	**17.6**		µg/kg wet		20.0		88	70-130		
Naphthalene	**16.9**		µg/kg wet		20.0		84	70-130		
n-Propylbenzene	**18.7**		µg/kg wet		20.0		93	70-130		
Toluene	**18.8**		µg/kg wet		20.0		94	70-130		
1,2,4-Trimethylbenzene	**18.8**		µg/kg wet		20.0		94	70-130		
1,3,5-Trimethylbenzene	**18.8**		µg/kg wet		20.0		94	70-130		
m,p-Xylene	**38.4**		µg/kg wet		40.0		96	70-130		
o-Xylene	**19.0**		µg/kg wet		20.0		95	70-130		
Surrogate: 4-Bromofluorobenzene	*51.0*		µg/kg wet		*50.0*		*102*	*70-130*		
Surrogate: Toluene-d8	*51.3*		µg/kg wet		*50.0*		*103*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*47.1*		µg/kg wet		*50.0*		*94*	*70-130*		
Surrogate: Dibromofluoromethane	*51.4*		µg/kg wet		*50.0*		*103*	*70-130*		
LCS Dup (1124882-BSD1)					Prepared & Analyzed: 30-Nov-11					

Volatile Organic Compounds - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124882 - SW846 5035A Soil (low level)										
LCS Dup (1124882-BSD1)					Prepared & Analyzed: 30-Nov-11					
Benzene	**18.7**		µg/kg wet		20.0		94	70-130	0.6	25
n-Butylbenzene	**17.4**		µg/kg wet		20.0		87	70-130	0.7	25
sec-Butylbenzene	**18.1**		µg/kg wet		20.0		90	70-130	5	25
tert-Butylbenzene	**18.2**		µg/kg wet		20.0		91	70-130	4	25
Ethylbenzene	**18.8**		µg/kg wet		20.0		94	70-130	0.2	25
Isopropylbenzene	**18.6**		µg/kg wet		20.0		93	70-130	0.05	25
4-Isopropyltoluene	**17.6**		µg/kg wet		20.0		88	70-130	0.6	25
Methyl tert-butyl ether	**17.8**		µg/kg wet		20.0		89	70-130	0.8	25
Naphthalene	**16.3**		µg/kg wet		20.0		81	70-130	3	25
n-Propylbenzene	**18.2**		µg/kg wet		20.0		91	70-130	3	25
Toluene	**18.6**		µg/kg wet		20.0		93	70-130	0.9	25
1,2,4-Trimethylbenzene	**17.8**		µg/kg wet		20.0		89	70-130	6	25
1,3,5-Trimethylbenzene	**18.0**		µg/kg wet		20.0		90	70-130	4	25
m,p-Xylene	**37.8**		µg/kg wet		40.0		94	70-130	1	25
o-Xylene	**19.3**		µg/kg wet		20.0		96	70-130	2	25
Surrogate: 4-Bromofluorobenzene	*49.9*		µg/kg wet		*50.0*		*100*	*70-130*		
Surrogate: Toluene-d8	*50.8*		µg/kg wet		*50.0*		*102*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*46.8*		µg/kg wet		*50.0*		*94*	*70-130*		
Surrogate: Dibromofluoromethane	*50.6*		µg/kg wet		*50.0*		*101*	*70-130*		
Batch 1125124 - SW846 5030 Water MS										
Blank (1125124-BLK1)					Prepared & Analyzed: 02-Dec-11					
Tentatively Identified Compounds	**None found**		µg/l							
1,1,2-Trichlorotrifluoroethane (Freon 113)	< 1.0		µg/l	1.0						
Acetone	< 10.0		µg/l	10.0						
Acrylonitrile	< 0.5		µg/l	0.5						
Benzene	< 1.0		µg/l	1.0						
Bromobenzene	< 1.0		µg/l	1.0						
Bromochloromethane	< 1.0		µg/l	1.0						
Bromodichloromethane	< 0.5		µg/l	0.5						
Bromoform	< 1.0		µg/l	1.0						
Bromomethane	< 2.0		µg/l	2.0						
2-Butanone (MEK)	< 10.0		µg/l	10.0						
n-Butylbenzene	< 1.0		µg/l	1.0						
sec-Butylbenzene	< 1.0		µg/l	1.0						
tert-Butylbenzene	< 1.0		µg/l	1.0						
Carbon disulfide	< 2.0		µg/l	2.0						
Carbon tetrachloride	< 1.0		µg/l	1.0						
Chlorobenzene	< 1.0		µg/l	1.0						
Chloroethane	< 2.0		µg/l	2.0						
Chloroform	< 1.0		µg/l	1.0						
Chloromethane	< 2.0		µg/l	2.0						
2-Chlorotoluene	< 1.0		µg/l	1.0						
4-Chlorotoluene	< 1.0		µg/l	1.0						
1,2-Dibromo-3-chloropropane	< 2.0		µg/l	2.0						
Dibromochloromethane	< 0.5		µg/l	0.5						
1,2-Dibromoethane (EDB)	< 0.5		µg/l	0.5						
Dibromomethane	< 1.0		µg/l	1.0						
1,2-Dichlorobenzene	< 1.0		µg/l	1.0						
1,3-Dichlorobenzene	< 1.0		µg/l	1.0						
1,4-Dichlorobenzene	< 1.0		µg/l	1.0						
Dichlorodifluoromethane (Freon12)	< 2.0		µg/l	2.0						

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125124 - SW846 5030 Water MS										
Blank (1125124-BLK1)						Prepared & Analyzed: 02-Dec-11				
1,1-Dichloroethane	< 1.0		µg/l	1.0						
1,2-Dichloroethane	< 1.0		µg/l	1.0						
1,1-Dichloroethene	< 1.0		µg/l	1.0						
cis-1,2-Dichloroethene	< 1.0		µg/l	1.0						
trans-1,2-Dichloroethene	< 1.0		µg/l	1.0						
1,2-Dichloropropane	< 1.0		µg/l	1.0						
1,3-Dichloropropane	< 1.0		µg/l	1.0						
2,2-Dichloropropane	< 1.0		µg/l	1.0						
1,1-Dichloropropene	< 1.0		µg/l	1.0						
cis-1,3-Dichloropropene	< 0.5		µg/l	0.5						
trans-1,3-Dichloropropene	< 0.5		µg/l	0.5						
Ethylbenzene	< 1.0		µg/l	1.0						
Hexachlorobutadiene	< 0.5		µg/l	0.5						
2-Hexanone (MBK)	< 10.0		µg/l	10.0						
Isopropylbenzene	< 1.0		µg/l	1.0						
4-Isopropyltoluene	< 1.0		µg/l	1.0						
Methyl tert-butyl ether	< 1.0		µg/l	1.0						
4-Methyl-2-pentanone (MIBK)	< 10.0		µg/l	10.0						
Methylene chloride	< 2.0		µg/l	2.0						
Naphthalene	< 1.0		µg/l	1.0						
n-Propylbenzene	< 1.0		µg/l	1.0						
Styrene	< 1.0		µg/l	1.0						
1,1,1,2-Tetrachloroethane	< 1.0		µg/l	1.0						
1,1,2,2-Tetrachloroethane	< 0.5		µg/l	0.5						
Tetrachloroethene	< 1.0		µg/l	1.0						
Toluene	< 1.0		µg/l	1.0						
1,2,3-Trichlorobenzene	< 1.0		µg/l	1.0						
1,2,4-Trichlorobenzene	< 1.0		µg/l	1.0						
1,3,5-Trichlorobenzene	< 1.0		µg/l	1.0						
1,1,1-Trichloroethane	< 1.0		µg/l	1.0						
1,1,2-Trichloroethane	< 1.0		µg/l	1.0						
Trichloroethene	< 1.0		µg/l	1.0						
Trichlorofluoromethane (Freon 11)	< 1.0		µg/l	1.0						
1,2,3-Trichloropropane	< 1.0		µg/l	1.0						
1,2,4-Trimethylbenzene	< 1.0		µg/l	1.0						
1,3,5-Trimethylbenzene	< 1.0		µg/l	1.0						
Vinyl chloride	< 1.0		µg/l	1.0						
m,p-Xylene	< 2.0		µg/l	2.0						
o-Xylene	< 1.0		µg/l	1.0						
Tetrahydrofuran	< 2.0		µg/l	2.0						
Ethyl ether	< 1.0		µg/l	1.0						
Tert-amyl methyl ether	< 1.0		µg/l	1.0						
Ethyl tert-butyl ether	< 1.0		µg/l	1.0						
Di-isopropyl ether	< 1.0		µg/l	1.0						
Tert-Butanol / butyl alcohol	< 10.0		µg/l	10.0						
1,4-Dioxane	< 20.0		µg/l	20.0						
trans-1,4-Dichloro-2-butene	< 5.0		µg/l	5.0						
Ethanol	< 400		µg/l	400						
Surrogate: 4-Bromofluorobenzene	*48.5*		µg/l		*50.0*		*97*	*70-130*		
Surrogate: Toluene-d8	*49.3*		µg/l		*50.0*		*99*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*47.8*		µg/l		*50.0*		*96*	*70-130*		

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125124 - SW846 5030 Water MS										
Blank (1125124-BLK1)					Prepared & Analyzed: 02-Dec-11					
Surrogate: Dibromofluoromethane	*47.5*		µg/l		*50.0*		*95*	*70-130*		
LCS (1125124-BS1)					Prepared & Analyzed: 02-Dec-11					
1,1,2-Trichlorotrifluoroethane (Freon 113)	**16.7**		µg/l		20.0		84	70-130		
Acetone	**14.9**		µg/l		20.0		74	70-130		
Acrylonitrile	**16.7**		µg/l		20.0		83	70-130		
Benzene	**18.5**		µg/l		20.0		93	70-130		
Bromobenzene	**19.0**		µg/l		20.0		95	70-130		
Bromochloromethane	**18.1**		µg/l		20.0		90	70-130		
Bromodichloromethane	**17.7**		µg/l		20.0		89	70-130		
Bromoform	**17.1**		µg/l		20.0		86	70-130		
Bromomethane	**16.4**		µg/l		20.0		82	70-130		
2-Butanone (MEK)	**17.5**		µg/l		20.0		88	70-130		
n-Butylbenzene	**20.1**		µg/l		20.0		101	70-130		
sec-Butylbenzene	**19.9**		µg/l		20.0		100	70-130		
tert-Butylbenzene	**19.6**		µg/l		20.0		98	70-130		
Carbon disulfide	**16.9**		µg/l		20.0		85	70-130		
Carbon tetrachloride	**16.8**		µg/l		20.0		84	70-130		
Chlorobenzene	**18.5**		µg/l		20.0		93	70-130		
Chloroethane	**16.3**		µg/l		20.0		81	70-130		
Chloroform	**17.1**		µg/l		20.0		86	70-130		
Chloromethane	**16.3**		µg/l		20.0		82	70-130		
2-Chlorotoluene	**19.2**		µg/l		20.0		96	70-130		
4-Chlorotoluene	**18.9**		µg/l		20.0		95	70-130		
1,2-Dibromo-3-chloropropane	**17.4**		µg/l		20.0		87	70-130		
Dibromochloromethane	**17.5**		µg/l		20.0		88	70-130		
1,2-Dibromoethane (EDB)	**19.3**		µg/l		20.0		97	70-130		
Dibromomethane	**18.4**		µg/l		20.0		92	70-130		
1,2-Dichlorobenzene	**20.0**		µg/l		20.0		100	70-130		
1,3-Dichlorobenzene	**19.0**		µg/l		20.0		95	70-130		
1,4-Dichlorobenzene	**19.1**		µg/l		20.0		96	70-130		
Dichlorodifluoromethane (Freon12)	**16.2**		µg/l		20.0		81	70-130		
1,1-Dichloroethane	**16.4**		µg/l		20.0		82	70-130		
1,2-Dichloroethane	**17.4**		µg/l		20.0		87	70-130		
1,1-Dichloroethene	**16.1**		µg/l		20.0		81	70-130		
cis-1,2-Dichloroethene	**19.1**		µg/l		20.0		96	70-130		
trans-1,2-Dichloroethene	**16.2**		µg/l		20.0		81	70-130		
1,2-Dichloropropane	**18.6**		µg/l		20.0		93	70-130		
1,3-Dichloropropane	**18.7**		µg/l		20.0		93	70-130		
2,2-Dichloropropane	**20.2**		µg/l		20.0		101	70-130		
1,1-Dichloropropene	**18.2**		µg/l		20.0		91	70-130		
cis-1,3-Dichloropropene	**18.6**		µg/l		20.0		93	70-130		
trans-1,3-Dichloropropene	**18.4**		µg/l		20.0		92	70-130		
Ethylbenzene	**19.1**		µg/l		20.0		96	70-130		
Hexachlorobutadiene	**18.4**		µg/l		20.0		92	70-130		
2-Hexanone (MBK)	**17.0**		µg/l		20.0		85	70-130		
Isopropylbenzene	**18.8**		µg/l		20.0		94	70-130		
4-Isopropyltoluene	**19.4**		µg/l		20.0		97	70-130		
Methyl tert-butyl ether	**15.2**		µg/l		20.0		76	70-130		
4-Methyl-2-pentanone (MIBK)	**18.0**		µg/l		20.0		90	70-130		
Methylene chloride	**16.5**		µg/l		20.0		82	70-130		
Naphthalene	**18.4**		µg/l		20.0		92	70-130		

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125124 - SW846 5030 Water MS										
LCS (1125124-BS1)						Prepared & Analyzed: 02-Dec-11				
n-Propylbenzene	**19.4**		µg/l		20.0		97	70-130		
Styrene	**20.2**		µg/l		20.0		101	70-130		
1,1,1,2-Tetrachloroethane	**18.9**		µg/l		20.0		95	70-130		
1,1,2,2-Tetrachloroethane	**17.6**		µg/l		20.0		88	70-130		
Tetrachloroethene	**18.1**		µg/l		20.0		90	70-130		
Toluene	**18.3**		µg/l		20.0		92	70-130		
1,2,3-Trichlorobenzene	**21.0**		µg/l		20.0		105	70-130		
1,2,4-Trichlorobenzene	**20.4**		µg/l		20.0		102	70-130		
1,3,5-Trichlorobenzene	**20.0**		µg/l		20.0		100	70-130		
1,1,1-Trichloroethane	**17.4**		µg/l		20.0		87	70-130		
1,1,2-Trichloroethane	**18.9**		µg/l		20.0		94	70-130		
Trichloroethene	**19.2**		µg/l		20.0		96	70-130		
Trichlorofluoromethane (Freon 11)	**17.5**		µg/l		20.0		88	70-130		
1,2,3-Trichloropropane	**18.8**		µg/l		20.0		94	70-130		
1,2,4-Trimethylbenzene	**17.0**		µg/l		20.0		85	70-130		
1,3,5-Trimethylbenzene	**18.5**		µg/l		20.0		92	70-130		
Vinyl chloride	**17.5**		µg/l		20.0		87	70-130		
m,p-Xylene	**37.8**		µg/l		40.0		94	70-130		
o-Xylene	**19.7**		µg/l		20.0		98	70-130		
Tetrahydrofuran	**18.7**		µg/l		20.0		93	70-130		
Ethyl ether	**16.4**		µg/l		20.0		82	70-130		
Tert-amyl methyl ether	**19.4**		µg/l		20.0		97	70-130		
Ethyl tert-butyl ether	**16.2**		µg/l		20.0		81	70-130		
Di-isopropyl ether	**18.3**		µg/l		20.0		92	70-130		
Tert-Butanol / butyl alcohol	**146**		µg/l		200		73	70-130		
1,4-Dioxane	**171**		µg/l		200		85	70-130		
trans-1,4-Dichloro-2-butene	**18.1**		µg/l		20.0		90	70-130		
Ethanol	**327**		µg/l		400		82	70-130		
Surrogate: 4-Bromofluorobenzene	*49.3*		µg/l		*50.0*		*99*	*70-130*		
Surrogate: Toluene-d8	*49.2*		µg/l		*50.0*		*98*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*47.0*		µg/l		*50.0*		*94*	*70-130*		
Surrogate: Dibromofluoromethane	*48.7*		µg/l		*50.0*		*97*	*70-130*		
LCS Dup (1125124-BSD1)						Prepared & Analyzed: 02-Dec-11				
1,1,2-Trichlorotrifluoroethane (Freon 113)	**16.6**		µg/l		20.0		83	70-130	0.8	25
Acetone	**16.4**		µg/l		20.0		82	70-130	10	50
Acrylonitrile	**16.4**		µg/l		20.0		82	70-130	2	25
Benzene	**18.5**		µg/l		20.0		92	70-130	0.3	25
Bromobenzene	**18.9**		µg/l		20.0		94	70-130	0.8	25
Bromochloromethane	**18.5**		µg/l		20.0		93	70-130	2	25
Bromodichloromethane	**17.7**		µg/l		20.0		88	70-130	0.1	25
Bromoform	**17.2**		µg/l		20.0		86	70-130	0.8	25
Bromomethane	**16.0**		µg/l		20.0		80	70-130	2	50
2-Butanone (MEK)	**17.5**		µg/l		20.0		87	70-130	0.06	50
n-Butylbenzene	**19.9**		µg/l		20.0		100	70-130	1	25
sec-Butylbenzene	**20.0**		µg/l		20.0		100	70-130	0.7	25
tert-Butylbenzene	**19.6**		µg/l		20.0		98	70-130	0.3	25
Carbon disulfide	**16.6**		µg/l		20.0		83	70-130	2	25
Carbon tetrachloride	**16.6**		µg/l		20.0		83	70-130	1	25
Chlorobenzene	**18.2**		µg/l		20.0		91	70-130	2	25
Chloroethane	**15.7**		µg/l		20.0		78	70-130	4	50
Chloroform	**17.2**		µg/l		20.0		86	70-130	0.4	25

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125124 - SW846 5030 Water MS										
LCS Dup (1125124-BSD1)					Prepared & Analyzed: 02-Dec-11					
Chloromethane	**16.0**		µg/l		20.0		80	70-130	2	25
2-Chlorotoluene	**18.9**		µg/l		20.0		95	70-130	2	25
4-Chlorotoluene	**18.7**		µg/l		20.0		94	70-130	1	25
1,2-Dibromo-3-chloropropane	**17.5**		µg/l		20.0		88	70-130	1	25
Dibromochloromethane	**17.6**		µg/l		20.0		88	70-130	0.4	50
1,2-Dibromoethane (EDB)	**19.7**		µg/l		20.0		99	70-130	2	25
Dibromomethane	**18.8**		µg/l		20.0		94	70-130	2	25
1,2-Dichlorobenzene	**20.0**		µg/l		20.0		100	70-130	0.5	25
1,3-Dichlorobenzene	**18.9**		µg/l		20.0		95	70-130	0.4	25
1,4-Dichlorobenzene	**19.3**		µg/l		20.0		96	70-130	0.7	25
Dichlorodifluoromethane (Freon12)	**15.7**		µg/l		20.0		78	70-130	3	50
1,1-Dichloroethane	**16.4**		µg/l		20.0		82	70-130	0.4	25
1,2-Dichloroethane	**17.9**		µg/l		20.0		90	70-130	3	25
1,1-Dichloroethene	**15.9**		µg/l		20.0		79	70-130	2	25
cis-1,2-Dichloroethene	**18.8**		µg/l		20.0		94	70-130	2	25
trans-1,2-Dichloroethene	**15.9**		µg/l		20.0		79	70-130	2	25
1,2-Dichloropropane	**18.7**		µg/l		20.0		94	70-130	0.9	25
1,3-Dichloropropane	**19.0**		µg/l		20.0		95	70-130	2	25
2,2-Dichloropropane	**20.2**		µg/l		20.0		101	70-130	0.1	25
1,1-Dichloropropene	**18.0**		µg/l		20.0		90	70-130	0.7	25
cis-1,3-Dichloropropene	**19.2**		µg/l		20.0		96	70-130	3	25
trans-1,3-Dichloropropene	**18.6**		µg/l		20.0		93	70-130	2	25
Ethylbenzene	**18.6**		µg/l		20.0		93	70-130	3	25
Hexachlorobutadiene	**18.1**		µg/l		20.0		90	70-130	2	50
2-Hexanone (MBK)	**17.2**		µg/l		20.0		86	70-130	0.8	25
Isopropylbenzene	**18.7**		µg/l		20.0		93	70-130	0.9	25
4-Isopropyltoluene	**19.6**		µg/l		20.0		98	70-130	0.6	25
Methyl tert-butyl ether	**15.6**		µg/l		20.0		78	70-130	3	25
4-Methyl-2-pentanone (MIBK)	**18.4**		µg/l		20.0		92	70-130	2	50
Methylene chloride	**16.6**		µg/l		20.0		83	70-130	0.8	25
Naphthalene	**18.3**		µg/l		20.0		91	70-130	0.5	25
n-Propylbenzene	**18.9**		µg/l		20.0		94	70-130	3	25
Styrene	**20.0**		µg/l		20.0		100	70-130	0.9	25
1,1,1,2-Tetrachloroethane	**18.5**		µg/l		20.0		92	70-130	2	25
1,1,2,2-Tetrachloroethane	**18.2**		µg/l		20.0		91	70-130	3	25
Tetrachloroethene	**18.3**		µg/l		20.0		92	70-130	1	25
Toluene	**17.9**		µg/l		20.0		89	70-130	3	25
1,2,3-Trichlorobenzene	**20.9**		µg/l		20.0		104	70-130	0.6	25
1,2,4-Trichlorobenzene	**20.0**		µg/l		20.0		100	70-130	2	25
1,3,5-Trichlorobenzene	**19.7**		µg/l		20.0		99	70-130	1	25
1,1,1-Trichloroethane	**17.2**		µg/l		20.0		86	70-130	0.7	25
1,1,2-Trichloroethane	**19.5**		µg/l		20.0		98	70-130	3	25
Trichloroethene	**18.7**		µg/l		20.0		93	70-130	3	25
Trichlorofluoromethane (Freon 11)	**16.9**		µg/l		20.0		85	70-130	3	50
1,2,3-Trichloropropane	**19.0**		µg/l		20.0		95	70-130	1	25
1,2,4-Trimethylbenzene	**17.0**		µg/l		20.0		85	70-130	0.2	25
1,3,5-Trimethylbenzene	**18.4**		µg/l		20.0		92	70-130	0.2	25
Vinyl chloride	**16.5**		µg/l		20.0		83	70-130	6	25
m,p-Xylene	**37.0**		µg/l		40.0		92	70-130	2	25
o-Xylene	**19.4**		µg/l		20.0		97	70-130	2	25
Tetrahydrofuran	**19.2**		µg/l		20.0		96	70-130	3	25
Ethyl ether	**17.2**		µg/l		20.0		86	70-130	5	50

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125124 - SW846 5030 Water MS										
LCS Dup (1125124-BSD1)					Prepared & Analyzed: 02-Dec-11					
Tert-amyl methyl ether	**19.9**		µg/l		20.0		99	70-130	2	25
Ethyl tert-butyl ether	**16.5**		µg/l		20.0		83	70-130	2	25
Di-isopropyl ether	**18.5**		µg/l		20.0		92	70-130	0.8	25
Tert-Butanol / butyl alcohol	**145**		µg/l		200		72	70-130	0.4	25
1,4-Dioxane	**166**		µg/l		200		83	70-130	3	25
trans-1,4-Dichloro-2-butene	**18.0**		µg/l		20.0		90	70-130	0.4	25
Ethanol	**304**		µg/l		400		76	70-130	7	30
Surrogate: 4-Bromofluorobenzene	*48.8*		µg/l		*50.0*		*98*	*70-130*		
Surrogate: Toluene-d8	*49.2*		µg/l		*50.0*		*98*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*46.6*		µg/l		*50.0*		*93*	*70-130*		
Surrogate: Dibromofluoromethane	*48.2*		µg/l		*50.0*		*96*	*70-130*		
Matrix Spike (1125124-MS1)			Source: SB39869-04		Prepared & Analyzed: 02-Dec-11					
1,1,2-Trichlorotrifluoroethane (Freon 113)	**14.4**		µg/l		20.0	BRL	72	70-130		
Acetone	**18.3**		µg/l		20.0	2.9	77	70-130		
Acrylonitrile	**16.9**		µg/l		20.0	BRL	84	70-130		
Benzene	**15.6**		µg/l		20.0	0.08	78	70-130		
Bromobenzene	**18.4**		µg/l		20.0	BRL	92	70-130		
Bromochloromethane	**15.3**		µg/l		20.0	BRL	76	70-130		
Bromodichloromethane	**16.3**		µg/l		20.0	BRL	82	70-130		
Bromoform	**17.1**		µg/l		20.0	BRL	86	70-130		
Bromomethane	**9.4**	QM7	µg/l		20.0	BRL	47	70-130		
2-Butanone (MEK)	**19.7**		µg/l		20.0	1.0	93	70-130		
n-Butylbenzene	**24.2**		µg/l		20.0	1.6	113	70-130		
sec-Butylbenzene	**22.8**		µg/l		20.0	1.6	106	70-130		
tert-Butylbenzene	**20.5**		µg/l		20.0	0.4	101	70-130		
Carbon disulfide	**4.4**	QM7	µg/l		20.0	BRL	22	70-130		
Carbon tetrachloride	**13.8**	QM7	µg/l		20.0	BRL	69	70-130		
Chlorobenzene	**17.7**		µg/l		20.0	BRL	88	70-130		
Chloroethane	**10.4**	QM7	µg/l		20.0	BRL	52	70-130		
Chloroform	**16.1**		µg/l		20.0	0.3	79	70-130		
Chloromethane	**7.6**	QM7	µg/l		20.0	BRL	38	70-130		
2-Chlorotoluene	**19.1**		µg/l		20.0	BRL	95	70-130		
4-Chlorotoluene	**18.5**		µg/l		20.0	BRL	92	70-130		
1,2-Dibromo-3-chloropropane	**19.0**		µg/l		20.0	BRL	95	70-130		
Dibromochloromethane	**16.9**		µg/l		20.0	BRL	84	70-130		
1,2-Dibromoethane (EDB)	**18.3**		µg/l		20.0	BRL	91	70-130		
Dibromomethane	**16.2**		µg/l		20.0	BRL	81	70-130		
1,2-Dichlorobenzene	**19.5**		µg/l		20.0	BRL	98	70-130		
1,3-Dichlorobenzene	**18.8**		µg/l		20.0	BRL	94	70-130		
1,4-Dichlorobenzene	**18.8**		µg/l		20.0	BRL	94	70-130		
Dichlorodifluoromethane (Freon12)	**9.7**	QM7	µg/l		20.0	BRL	49	70-130		
1,1-Dichloroethane	**14.9**		µg/l		20.0	BRL	74	70-130		
1,2-Dichloroethane	**15.0**		µg/l		20.0	BRL	75	70-130		
1,1-Dichloroethene	**11.2**	QM7	µg/l		20.0	BRL	56	70-130		
cis-1,2-Dichloroethene	**16.6**		µg/l		20.0	BRL	83	70-130		
trans-1,2-Dichloroethene	**11.1**	QM7	µg/l		20.0	BRL	56	70-130		
1,2-Dichloropropane	**18.3**		µg/l		20.0	BRL	91	70-130		
1,3-Dichloropropane	**18.2**		µg/l		20.0	BRL	91	70-130		
2,2-Dichloropropane	**18.4**		µg/l		20.0	BRL	92	70-130		
1,1-Dichloropropene	**13.7**	QM7	µg/l		20.0	BRL	69	70-130		
cis-1,3-Dichloropropene	**17.4**		µg/l		20.0	BRL	87	70-130		

Volatile Organic Compounds - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125124 - SW846 5030 Water MS										
Matrix Spike (1125124-MS1)			Source: SB39869-04		Prepared & Analyzed: 02-Dec-11					
trans-1,3-Dichloropropene	**17.5**		µg/l		20.0	BRL	88	70-130		
Ethylbenzene	**18.1**		µg/l		20.0	0.07	90	70-130		
Hexachlorobutadiene	**18.1**		µg/l		20.0	BRL	91	70-130		
2-Hexanone (MBK)	**19.0**		µg/l		20.0	BRL	95	70-130		
Isopropylbenzene	**21.5**		µg/l		20.0	2.7	94	70-130		
4-Isopropyltoluene	**20.5**		µg/l		20.0	BRL	103	70-130		
Methyl tert-butyl ether	**15.2**		µg/l		20.0	0.2	75	70-130		
4-Methyl-2-pentanone (MIBK)	**19.7**		µg/l		20.0	BRL	99	70-130		
Methylene chloride	**13.0**	QM7	µg/l		20.0	BRL	65	70-130		
Naphthalene	**22.8**		µg/l		20.0	0.9	109	70-130		
n-Propylbenzene	**24.0**		µg/l		20.0	3.9	101	70-130		
Styrene	**18.5**		µg/l		20.0	BRL	92	70-130		
1,1,1,2-Tetrachloroethane	**18.7**		µg/l		20.0	BRL	94	70-130		
1,1,2,2-Tetrachloroethane	**25.4**		µg/l		20.0	BRL	127	70-130		
Tetrachloroethene	**15.0**		µg/l		20.0	BRL	75	70-130		
Toluene	**16.0**		µg/l		20.0	0.2	79	70-130		
1,2,3-Trichlorobenzene	**22.3**		µg/l		20.0	BRL	112	70-130		
1,2,4-Trichlorobenzene	**22.6**		µg/l		20.0	BRL	113	70-130		
1,3,5-Trichlorobenzene	**21.4**		µg/l		20.0	BRL	107	70-130		
1,1,1-Trichloroethane	**15.2**		µg/l		20.0	BRL	76	70-130		
1,1,2-Trichloroethane	**19.4**		µg/l		20.0	BRL	97	70-130		
Trichloroethene	**14.2**		µg/l		20.0	BRL	71	70-130		
Trichlorofluoromethane (Freon 11)	**12.1**	QM7	µg/l		20.0	BRL	60	70-130		
1,2,3-Trichloropropane	**19.9**		µg/l		20.0	BRL	99	70-130		
1,2,4-Trimethylbenzene	**17.1**		µg/l		20.0	0.1	85	70-130		
1,3,5-Trimethylbenzene	**18.4**		µg/l		20.0	BRL	92	70-130		
Vinyl chloride	**8.8**	QM7	µg/l		20.0	BRL	44	70-130		
m,p-Xylene	**35.5**		µg/l		40.0	0.2	88	70-130		
o-Xylene	**19.1**		µg/l		20.0	0.08	95	70-130		
Tetrahydrofuran	**19.5**		µg/l		20.0	0.4	96	70-130		
Ethyl ether	**13.9**	QM7	µg/l		20.0	BRL	69	70-130		
Tert-amyl methyl ether	**18.4**		µg/l		20.0	BRL	92	70-130		
Ethyl tert-butyl ether	**15.8**		µg/l		20.0	BRL	79	70-130		
Di-isopropyl ether	**18.0**		µg/l		20.0	BRL	90	70-130		
Tert-Butanol / butyl alcohol	**174**		µg/l		200	0.4	87	70-130		
1,4-Dioxane	**217**		µg/l		200	BRL	108	70-130		
trans-1,4-Dichloro-2-butene	**17.6**		µg/l		20.0	BRL	88	70-130		
Ethanol	**402**		µg/l		400	7.4	99	70-130		
Surrogate: 4-Bromofluorobenzene	*48.9*		µg/l		*50.0*		*98*	*70-130*		
Surrogate: Toluene-d8	*49.2*		µg/l		*50.0*		*98*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*44.1*		µg/l		*50.0*		*88*	*70-130*		
Surrogate: Dibromofluoromethane	*47.8*		µg/l		*50.0*		*96*	*70-130*		
Matrix Spike Dup (1125124-MSD1)			Source: SB39869-04		Prepared & Analyzed: 02-Dec-11					
1,1,2-Trichlorotrifluoroethane (Freon 113)	**14.1**		µg/l		20.0	BRL	71	70-130	2	30
Acetone	**18.7**		µg/l		20.0	2.9	79	70-130	3	30
Acrylonitrile	**17.0**		µg/l		20.0	BRL	85	70-130	0.7	30
Benzene	**15.4**		µg/l		20.0	0.08	77	70-130	1	30
Bromobenzene	**18.8**		µg/l		20.0	BRL	94	70-130	2	30
Bromochloromethane	**15.8**		µg/l		20.0	BRL	79	70-130	3	30
Bromodichloromethane	**16.1**		µg/l		20.0	BRL	81	70-130	1	30
Bromoform	**17.6**		µg/l		20.0	BRL	88	70-130	3	30

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125124 - SW846 5030 Water MS										
Matrix Spike Dup (1125124-MSD1)			Source: SB39869-04		Prepared & Analyzed: 02-Dec-11					
Bromomethane	9.0	QM7	µg/l		20.0	BRL	45	70-130	4	30
2-Butanone (MEK)	18.6		µg/l		20.0	1.0	88	70-130	6	30
n-Butylbenzene	23.9		µg/l		20.0	1.6	111	70-130	2	30
sec-Butylbenzene	22.3		µg/l		20.0	1.6	104	70-130	2	30
tert-Butylbenzene	20.8		µg/l		20.0	0.4	102	70-130	1	30
Carbon disulfide	4.3	QM7	µg/l		20.0	BRL	22	70-130	1	30
Carbon tetrachloride	13.3	QM7	µg/l		20.0	BRL	67	70-130	3	30
Chlorobenzene	17.8		µg/l		20.0	BRL	89	70-130	0.5	30
Chloroethane	10.9	QM7	µg/l		20.0	BRL	55	70-130	5	30
Chloroform	15.7		µg/l		20.0	0.3	77	70-130	3	30
Chloromethane	7.8	QM7	µg/l		20.0	BRL	39	70-130	3	30
2-Chlorotoluene	18.6		µg/l		20.0	BRL	93	70-130	2	30
4-Chlorotoluene	19.0		µg/l		20.0	BRL	95	70-130	3	30
1,2-Dibromo-3-chloropropane	18.8		µg/l		20.0	BRL	94	70-130	0.8	30
Dibromochloromethane	16.9		µg/l		20.0	BRL	85	70-130	0.2	30
1,2-Dibromoethane (EDB)	17.8		µg/l		20.0	BRL	89	70-130	3	30
Dibromomethane	16.3		µg/l		20.0	BRL	81	70-130	0.6	30
1,2-Dichlorobenzene	20.5		µg/l		20.0	BRL	102	70-130	5	30
1,3-Dichlorobenzene	19.6		µg/l		20.0	BRL	98	70-130	4	30
1,4-Dichlorobenzene	19.6		µg/l		20.0	BRL	98	70-130	4	30
Dichlorodifluoromethane (Freon12)	9.6	QM7	µg/l		20.0	BRL	48	70-130	1	30
1,1-Dichloroethane	14.7		µg/l		20.0	BRL	73	70-130	1	30
1,2-Dichloroethane	15.0		µg/l		20.0	BRL	75	70-130	0.1	30
1,1-Dichloroethene	10.8	QM7	µg/l		20.0	BRL	54	70-130	3	30
cis-1,2-Dichloroethene	16.4		µg/l		20.0	BRL	82	70-130	1	30
trans-1,2-Dichloroethene	11.2	QM7	µg/l		20.0	BRL	56	70-130	0.3	30
1,2-Dichloropropane	17.8		µg/l		20.0	BRL	89	70-130	3	30
1,3-Dichloropropane	18.0		µg/l		20.0	BRL	90	70-130	0.9	30
2,2-Dichloropropane	17.2		µg/l		20.0	BRL	86	70-130	7	30
1,1-Dichloropropene	14.1		µg/l		20.0	BRL	70	70-130	2	30
cis-1,3-Dichloropropene	17.3		µg/l		20.0	BRL	86	70-130	0.7	30
trans-1,3-Dichloropropene	17.4		µg/l		20.0	BRL	87	70-130	0.9	30
Ethylbenzene	18.4		µg/l		20.0	0.07	92	70-130	2	30
Hexachlorobutadiene	19.0		µg/l		20.0	BRL	95	70-130	5	30
2-Hexanone (MBK)	18.6		µg/l		20.0	BRL	93	70-130	2	30
Isopropylbenzene	21.4		µg/l		20.0	2.7	94	70-130	0.5	30
4-Isopropyltoluene	20.7		µg/l		20.0	BRL	103	70-130	0.7	30
Methyl tert-butyl ether	15.3		µg/l		20.0	0.2	75	70-130	0.4	30
4-Methyl-2-pentanone (MIBK)	19.5		µg/l		20.0	BRL	98	70-130	1	30
Methylene chloride	13.6	QM7	µg/l		20.0	BRL	68	70-130	5	30
Naphthalene	23.6		µg/l		20.0	0.9	113	70-130	3	30
n-Propylbenzene	23.6		µg/l		20.0	3.9	99	70-130	2	30
Styrene	18.6		µg/l		20.0	BRL	93	70-130	0.7	30
1,1,1,2-Tetrachloroethane	18.6		µg/l		20.0	BRL	93	70-130	0.5	30
1,1,2,2-Tetrachloroethane	24.2		µg/l		20.0	BRL	121	70-130	5	30
Tetrachloroethene	14.8		µg/l		20.0	BRL	74	70-130	1	30
Toluene	16.0		µg/l		20.0	0.2	79	70-130	0.4	30
1,2,3-Trichlorobenzene	23.4		µg/l		20.0	BRL	117	70-130	5	30
1,2,4-Trichlorobenzene	24.0		µg/l		20.0	BRL	120	70-130	6	30
1,3,5-Trichlorobenzene	21.9		µg/l		20.0	BRL	110	70-130	3	30
1,1,1-Trichloroethane	14.6		µg/l		20.0	BRL	73	70-130	4	30
1,1,2-Trichloroethane	19.2		µg/l		20.0	BRL	96	70-130	0.6	30

Volatile Organic Compounds - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125124 - SW846 5030 Water MS										
Matrix Spike Dup (1125124-MSD1)			Source: SB39869-04		Prepared & Analyzed: 02-Dec-11					
Trichloroethene	**14.5**		µg/l		20.0	BRL	73	70-130	2	30
Trichlorofluoromethane (Freon 11)	**11.6**	QM7	µg/l		20.0	BRL	58	70-130	4	30
1,2,3-Trichloropropane	**20.1**		µg/l		20.0	BRL	100	70-130	1	30
1,2,4-Trimethylbenzene	**17.2**		µg/l		20.0	0.1	85	70-130	0.5	30
1,3,5-Trimethylbenzene	**18.2**		µg/l		20.0	BRL	91	70-130	1	30
Vinyl chloride	**9.0**	QM7	µg/l		20.0	BRL	45	70-130	2	30
m,p-Xylene	**35.5**		µg/l		40.0	0.2	88	70-130	0	30
o-Xylene	**18.6**		µg/l		20.0	0.08	93	70-130	3	30
Tetrahydrofuran	**19.4**		µg/l		20.0	0.4	95	70-130	0.2	30
Ethyl ether	**14.1**		µg/l		20.0	BRL	70	70-130	2	30
Tert-amyl methyl ether	**18.6**		µg/l		20.0	BRL	93	70-130	1	30
Ethyl tert-butyl ether	**16.2**		µg/l		20.0	BRL	81	70-130	3	30
Di-isopropyl ether	**18.0**		µg/l		20.0	BRL	90	70-130	0.2	30
Tert-Butanol / butyl alcohol	**161**		µg/l		200	0.4	81	70-130	7	30
1,4-Dioxane	**174**		µg/l		200	BRL	87	70-130	22	30
trans-1,4-Dichloro-2-butene	**18.9**		µg/l		20.0	BRL	95	70-130	7	30
Ethanol	**355**		µg/l		400	7.4	87	70-130	13	30
Surrogate: 4-Bromofluorobenzene	*49.3*		µg/l		*50.0*		*99*	*70-130*		
Surrogate: Toluene-d8	*49.3*		µg/l		*50.0*		*99*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*43.0*		µg/l		*50.0*		*86*	*70-130*		
Surrogate: Dibromofluoromethane	*46.9*		µg/l		*50.0*		*94*	*70-130*		

Organic Compounds by Modified SW846 8015 - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124624 - SW846 8015 Mod.										
Blank (1124624-BLK1)					Prepared & Analyzed: 28-Nov-11					
Diethylene glycol	< 20.0		mg/l	20.0						
Ethylene glycol	< 10.0		mg/l	10.0						
Ethylene glycol monobutyl ether	< 10.0		mg/l	10.0						
Propylene glycol	< 10.0		mg/l	10.0						
Surrogate: 1-Pentanol	*43.2*		mg/l		*50.0*		*86*	*40-140*		
LCS (1124624-BS1)					Prepared & Analyzed: 28-Nov-11					
Diethylene glycol	**95.3**		mg/l	20.0	100		95	40-140		
Ethylene glycol	**89.2**		mg/l	10.0	100		89	40-140		
Ethylene glycol monobutyl ether	**88.0**		mg/l	10.0	100		88	40-140		
Propylene glycol	**84.0**		mg/l	10.0	100		84	40-140		
Duplicate (1124624-DUP1)			**Source: SB39869-04**		Prepared & Analyzed: 28-Nov-11					
Diethylene glycol	< 20.0		mg/l	20.0		BRL				200
Ethylene glycol	< 10.0		mg/l	10.0		BRL				200
Ethylene glycol monobutyl ether	< 10.0		mg/l	10.0		BRL				200
Propylene glycol	< 10.0		mg/l	10.0		BRL				200
Surrogate: 1-Pentanol	*46.9*		mg/l		*50.0*		*94*	*40-140*		

Semivolatile Organic Compounds by GCMS - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124629 - SW846 3510C										
Blank (1124629-BLK1)					Prepared: 26-Nov-11 Analyzed: 29-Nov-11					
Tentatively Identified Compounds	0.00		µg/l							
Acenaphthene	< 5.00		µg/l	5.00						
Acenaphthylene	< 5.00		µg/l	5.00						
Aniline	< 5.00		µg/l	5.00						
Anthracene	< 5.00		µg/l	5.00						
Azobenzene/Diphenyldiazine	< 5.00		µg/l	5.00						
Benzidine	< 5.00		µg/l	5.00						
Benzo (a) anthracene	< 5.00		µg/l	5.00						
Benzo (a) pyrene	< 5.00		µg/l	5.00						
Benzo (b) fluoranthene	< 5.00		µg/l	5.00						
Benzo (g,h,i) perylene	< 5.00		µg/l	5.00						
Benzo (k) fluoranthene	< 5.00		µg/l	5.00						
Benzoic acid	< 5.00		µg/l	5.00						
Benzyl alcohol	< 5.00		µg/l	5.00						
Bis(2-chloroethoxy)methane	< 5.00		µg/l	5.00						
Bis(2-chloroethyl)ether	< 5.00		µg/l	5.00						
Bis(2-chloroisopropyl)ether	< 5.00		µg/l	5.00						
Bis(2-ethylhexyl)phthalate	< 5.00		µg/l	5.00						
4-Bromophenyl phenyl ether	< 5.00		µg/l	5.00						
Butyl benzyl phthalate	< 5.00		µg/l	5.00						
Carbazole	< 5.00		µg/l	5.00						
4-Chloro-3-methylphenol	< 5.00		µg/l	5.00						
4-Chloroaniline	< 5.00		µg/l	5.00						
2-Chloronaphthalene	< 5.00		µg/l	5.00						
2-Chlorophenol	< 5.00		µg/l	5.00						
4-Chlorophenyl phenyl ether	< 5.00		µg/l	5.00						
Chrysene	< 5.00		µg/l	5.00						
Dibenzo (a,h) anthracene	< 5.00		µg/l	5.00						
Dibenzofuran	< 5.00		µg/l	5.00						
1,2-Dichlorobenzene	< 5.00		µg/l	5.00						
1,3-Dichlorobenzene	< 5.00		µg/l	5.00						
1,4-Dichlorobenzene	< 5.00		µg/l	5.00						
3,3'-Dichlorobenzidine	< 5.00		µg/l	5.00						
2,4-Dichlorophenol	< 5.00		µg/l	5.00						
Diethyl phthalate	< 5.00		µg/l	5.00						
Dimethyl phthalate	< 5.00		µg/l	5.00						
2,4-Dimethylphenol	< 5.00		µg/l	5.00						
Di-n-butyl phthalate	< 5.00		µg/l	5.00						
4,6-Dinitro-2-methylphenol	< 5.00		µg/l	5.00						
2,4-Dinitrophenol	< 5.00		µg/l	5.00						
2,4-Dinitrotoluene	< 5.00		µg/l	5.00						
2,6-Dinitrotoluene	< 5.00		µg/l	5.00						
Di-n-octyl phthalate	< 5.00		µg/l	5.00						
Fluoranthene	< 5.00		µg/l	5.00						
Fluorene	< 5.00		µg/l	5.00						
Hexachlorobenzene	< 5.00		µg/l	5.00						
Hexachlorobutadiene	< 5.00		µg/l	5.00						
Hexachlorocyclopentadiene	< 5.00		µg/l	5.00						
Hexachloroethane	< 5.00		µg/l	5.00						
Indeno (1,2,3-cd) pyrene	< 5.00		µg/l	5.00						
Isophorone	< 5.00		µg/l	5.00						
2-Methylnaphthalene	< 5.00		µg/l	5.00						

Semivolatile Organic Compounds by GCMS - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124629 - SW846 3510C										
Blank (1124629-BLK1)					Prepared: 28-Nov-11 Analyzed: 29-Nov-11					
2-Methylphenol	< 5.00		µg/l	5.00						
3 & 4-Methylphenol	< 10.0		µg/l	10.0						
Naphthalene	< 5.00		µg/l	5.00						
2-Nitroaniline	< 5.00		µg/l	5.00						
3-Nitroaniline	< 5.00		µg/l	5.00						
4-Nitroaniline	< 20.0		µg/l	20.0						
Nitrobenzene	< 5.00		µg/l	5.00						
2-Nitrophenol	< 5.00		µg/l	5.00						
4-Nitrophenol	< 20.0		µg/l	20.0						
N-Nitrosodimethylamine	< 5.00		µg/l	5.00						
N-Nitrosodi-n-propylamine	< 5.00		µg/l	5.00						
N-Nitrosodiphenylamine	< 5.00		µg/l	5.00						
Pentachlorophenol	< 20.0		µg/l	20.0						
Phenanthrene	< 5.00		µg/l	5.00						
Phenol	< 5.00		µg/l	5.00						
Pyrene	< 5.00		µg/l	5.00						
Pyridine	< 5.00		µg/l	5.00						
1,2,4-Trichlorobenzene	< 5.00		µg/l	5.00						
1-Methylnaphthalene	< 5.00		µg/l	5.00						
2,4,5-Trichlorophenol	< 5.00		µg/l	5.00						
2,4,6-Trichlorophenol	< 5.00		µg/l	5.00						
Pentachloronitrobenzene	< 5.00		µg/l	5.00						
1,2,4,5-Tetrachlorobenzene	< 5.00		µg/l	5.00						
Surrogate: 2-Fluorobiphenyl	*35.3*		µg/l		*50.0*		*71*	*30-130*		
Surrogate: 2-Fluorophenol	*28.4*		µg/l		*50.0*		*57*	*15-110*		
Surrogate: Nitrobenzene-d5	*36.4*		µg/l		*50.0*		*73*	*30-130*		
Surrogate: Phenol-d5	*21.6*		µg/l		*50.0*		*43*	*15-110*		
Surrogate: Terphenyl-d14	*42.1*		µg/l		*50.0*		*84*	*30-130*		
Surrogate: 2,4,6-Tribromophenol	*35.0*		µg/l		*50.0*		*70*	*15-110*		
LCS (1124629-BS1)					Prepared: 28-Nov-11 Analyzed: 29-Nov-11					
Acenaphthene	**30.9**		µg/l	5.00	50.0		62	40-130		
Acenaphthylene	**31.4**		µg/l	5.00	50.0		63	40-130		
Aniline	**26.8**		µg/l	5.00	50.0		54	40-130		
Anthracene	**33.2**		µg/l	5.00	50.0		66	40-130		
Azobenzene/Diphenyldiazine	**32.3**		µg/l	5.00	50.0		65	40-130		
Benzidine	< 5.00	QC2	µg/l	5.00	50.0			40-140		
Benzo (a) anthracene	**32.4**		µg/l	5.00	50.0		65	40-130		
Benzo (a) pyrene	**33.3**		µg/l	5.00	50.0		67	40-130		
Benzo (b) fluoranthene	**29.2**		µg/l	5.00	50.0		58	40-130		
Benzo (g,h,i) perylene	**31.3**		µg/l	5.00	50.0		63	40-130		
Benzo (k) fluoranthene	**36.0**		µg/l	5.00	50.0		72	40-130		
Benzoic acid	**17.0**	QC2	µg/l	5.00	50.0		34	40-130		
Benzyl alcohol	**28.0**		µg/l	5.00	50.0		56	40-130		
Bis(2-chloroethoxy)methane	**26.7**		µg/l	5.00	50.0		53	40-130		
Bis(2-chloroethyl)ether	**28.6**		µg/l	5.00	50.0		57	40-130		
Bis(2-chloroisopropyl)ether	**31.8**		µg/l	5.00	50.0		64	40-130		
Bis(2-ethylhexyl)phthalate	**33.3**		µg/l	5.00	50.0		67	40-130		
4-Bromophenyl phenyl ether	**29.1**		µg/l	5.00	50.0		58	40-130		
Butyl benzyl phthalate	**32.0**		µg/l	5.00	50.0		64	40-130		
Carbazole	**36.8**		µg/l	5.00	50.0		74	40-130		
4-Chloro-3-methylphenol	**30.3**		µg/l	5.00	50.0		61	40-130		

Semivolatile Organic Compounds by GCMS - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124629 - SW846 3510C										
LCS (1124629-BS1)					Prepared: 28-Nov-11 Analyzed: 29-Nov-11					
4-Chloroaniline	**30.6**		µg/l	5.00	50.0		61	40-130		
2-Chloronaphthalene	**28.4**		µg/l	5.00	50.0		57	40-130		
2-Chlorophenol	**27.6**		µg/l	5.00	50.0		55	40-130		
4-Chlorophenyl phenyl ether	**30.5**		µg/l	5.00	50.0		61	40-130		
Chrysene	**31.9**		µg/l	5.00	50.0		64	40-130		
Dibenzo (a,h) anthracene	**31.8**		µg/l	5.00	50.0		64	40-130		
Dibenzofuran	**29.4**		µg/l	5.00	50.0		59	40-130		
1,2-Dichlorobenzene	**28.7**		µg/l	5.00	50.0		57	40-130		
1,3-Dichlorobenzene	**27.3**		µg/l	5.00	50.0		55	40-130		
1,4-Dichlorobenzene	**27.9**		µg/l	5.00	50.0		56	40-130		
3,3'-Dichlorobenzidine	**37.5**		µg/l	5.00	50.0		75	40-130		
2,4-Dichlorophenol	**28.6**		µg/l	5.00	50.0		57	40-130		
Diethyl phthalate	**32.5**		µg/l	5.00	50.0		65	40-130		
Dimethyl phthalate	**30.2**		µg/l	5.00	50.0		60	40-130		
2,4-Dimethylphenol	**27.7**		µg/l	5.00	50.0		55	40-130		
Di-n-butyl phthalate	**32.0**		µg/l	5.00	50.0		64	40-130		
4,6-Dinitro-2-methylphenol	**29.0**		µg/l	5.00	50.0		58	40-130		
2,4-Dinitrophenol	**26.8**		µg/l	5.00	50.0		54	40-130		
2,4-Dinitrotoluene	**30.4**		µg/l	5.00	50.0		61	40-130		
2,6-Dinitrotoluene	**29.3**		µg/l	5.00	50.0		59	40-130		
Di-n-octyl phthalate	**33.2**		µg/l	5.00	50.0		66	40-130		
Fluoranthene	**31.3**		µg/l	5.00	50.0		63	40-130		
Fluorene	**31.3**		µg/l	5.00	50.0		63	40-130		
Hexachlorobenzene	**29.4**		µg/l	5.00	50.0		59	40-130		
Hexachlorobutadiene	**25.0**		µg/l	5.00	50.0		50	40-130		
Hexachlorocyclopentadiene	**26.7**		µg/l	5.00	50.0		53	40-130		
Hexachloroethane	**29.6**		µg/l	5.00	50.0		59	40-130		
Indeno (1,2,3-cd) pyrene	**29.9**		µg/l	5.00	50.0		60	40-130		
Isophorone	**27.4**		µg/l	5.00	50.0		55	40-130		
2-Methylnaphthalene	**30.7**		µg/l	5.00	50.0		61	40-130		
2-Methylphenol	**29.3**		µg/l	5.00	50.0		59	40-130		
3 & 4-Methylphenol	**27.0**		µg/l	10.0	50.0		54	40-130		
Naphthalene	**29.5**		µg/l	5.00	50.0		59	40-130		
2-Nitroaniline	**30.3**		µg/l	5.00	50.0		61	40-130		
3-Nitroaniline	**34.5**		µg/l	5.00	50.0		69	40-130		
4-Nitroaniline	**35.7**		µg/l	20.0	50.0		71	40-130		
Nitrobenzene	**29.7**		µg/l	5.00	50.0		59	40-130		
2-Nitrophenol	**27.8**		µg/l	5.00	50.0		56	40-130		
4-Nitrophenol	**20.1**		µg/l	20.0	50.0		40	40-130		
N-Nitrosodimethylamine	**21.8**		µg/l	5.00	50.0		44	40-130		
N-Nitrosodi-n-propylamine	**31.4**		µg/l	5.00	50.0		63	40-130		
N-Nitrosodiphenylamine	**34.6**		µg/l	5.00	50.0		69	40-130		
Pentachlorophenol	**29.9**		µg/l	20.0	50.0		60	40-130		
Phenanthrene	**30.4**		µg/l	5.00	50.0		61	40-130		
Phenol	**15.5**	QC2	µg/l	5.00	50.0		31	40-130		
Pyrene	**32.5**		µg/l	5.00	50.0		65	40-130		
Pyridine	**10.7**	QC2	µg/l	5.00	50.0		21	40-140		
1,2,4-Trichlorobenzene	**27.1**		µg/l	5.00	50.0		54	40-130		
1-Methylnaphthalene	**30.2**		µg/l	5.00	50.0		60	40-140		
2,4,5-Trichlorophenol	**30.8**		µg/l	5.00	50.0		62	40-130		
2,4,6-Trichlorophenol	**27.6**		µg/l	5.00	50.0		55	40-130		
Pentachloronitrobenzene	**33.8**		µg/l	5.00	50.0		68	40-140		

Semivolatile Organic Compounds by GCMS - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124629 - SW846 3510C										
LCS (1124629-BS1)					Prepared: 28-Nov-11 Analyzed: 29-Nov-11					
1,2,4,5-Tetrachlorobenzene	**32.6**		µg/l	5.00	50.0		65	40-140		
Surrogate: 2-Fluorobiphenyl	*30.2*		µg/l		*50.0*		*60*	*30-130*		
Surrogate: 2-Fluorophenol	*22.5*		µg/l		*50.0*		*45*	*15-110*		
Surrogate: Nitrobenzene-d5	*33.1*		µg/l		*50.0*		*66*	*30-130*		
Surrogate: Phenol-d5	*16.4*		µg/l		*50.0*		*33*	*15-110*		
Surrogate: Terphenyl-d14	*36.0*		µg/l		*50.0*		*72*	*30-130*		
Surrogate: 2,4,6-Tribromophenol	*33.0*		µg/l		*50.0*		*66*	*15-110*		
Matrix Spike (1124629-MS1)			Source: SB39869-04		Prepared: 28-Nov-11 Analyzed: 13-Dec-11					
Acenaphthene	**154**		µg/l	15.6	156	365	-135	40-140		
Acenaphthylene	**108**		µg/l	15.6	156	BRL	69	40-140		
Aniline	< 15.6		µg/l	15.6	156	BRL		40-140		
Anthracene	**146**		µg/l	15.6	156	442	-190	40-140		
Azobenzene/Diphenyldiazine	**89.3**		µg/l	15.6	156	BRL	57	40-140		
Benzidine	< 15.6		µg/l	15.6	156	BRL		40-140		
Benzo (a) anthracene	**135**		µg/l	15.6	156	381	-157	40-140		
Benzo (a) pyrene	**116**		µg/l	15.6	156	BRL	74	40-140		
Benzo (b) fluoranthene	**111**		µg/l	15.6	156	BRL	71	40-140		
Benzo (g,h,i) perylene	**80.1**		µg/l	15.6	156	BRL	51	40-140		
Benzo (k) fluoranthene	**126**		µg/l	15.6	156	BRL	81	40-140		
Benzoic acid	**249**	QC2	µg/l	15.6	156	BRL	159	30-130		
Benzyl alcohol	**74.8**		µg/l	15.6	156	BRL	48	40-140		
Bis(2-chloroethoxy)methane	**74.3**		µg/l	15.6	156	BRL	48	40-140		
Bis(2-chloroethyl)ether	**68.5**		µg/l	15.6	156	BRL	44	40-140		
Bis(2-chloroisopropyl)ether	**68.1**		µg/l	15.6	156	BRL	44	40-140		
Bis(2-ethylhexyl)phthalate	**108**		µg/l	15.6	156	BRL	69	40-140		
4-Bromophenyl phenyl ether	**70.5**		µg/l	15.6	156	BRL	45	40-140		
Butyl benzyl phthalate	**78.8**		µg/l	15.6	156	BRL	50	40-140		
Carbazole	**235**	QC2	µg/l	15.6	156	BRL	150	40-140		
4-Chloro-3-methylphenol	**103**		µg/l	15.6	156	BRL	66	30-130		
4-Chloroaniline	**106**		µg/l	15.6	156	BRL	68	40-140		
2-Chloronaphthalene	**86.0**		µg/l	15.6	156	BRL	55	40-140		
2-Chlorophenol	**70.6**		µg/l	15.6	156	BRL	45	30-130		
4-Chlorophenyl phenyl ether	**77.0**		µg/l	15.6	156	BRL	49	40-140		
Chrysene	**123**		µg/l	15.6	156	277	-99	40-140		
Dibenzo (a,h) anthracene	**80.8**		µg/l	15.6	156	BRL	52	40-140		
Dibenzofuran	**115**		µg/l	15.6	156	255	-89	40-140		
1,2-Dichlorobenzene	**84.9**		µg/l	15.6	156	BRL	54	40-140		
1,3-Dichlorobenzene	**44.8**		µg/l	15.6	156	BRL	29	40-140		
1,4-Dichlorobenzene	**104**		µg/l	15.6	156	BRL	67	40-140		
3,3'-Dichlorobenzidine	**41.9**		µg/l	15.6	156	BRL	27	40-140		
2,4-Dichlorophenol	**176**		µg/l	15.6	156	BRL	112	30-130		
Diethyl phthalate	**80.2**		µg/l	15.6	156	BRL	51	40-140		
Dimethyl phthalate	**91.2**		µg/l	15.6	156	BRL	58	40-140		
2,4-Dimethylphenol	**74.9**		µg/l	15.6	156	BRL	48	30-130		
Di-n-butyl phthalate	**85.1**		µg/l	15.6	156	BRL	54	40-140		
4,6-Dinitro-2-methylphenol	**18.2**		µg/l	15.6	156	BRL	12	30-130		
2,4-Dinitrophenol	**35.4**		µg/l	15.6	156	BRL	23	30-130		
2,4-Dinitrotoluene	**103**		µg/l	15.6	156	BRL	66	40-140		
2,6-Dinitrotoluene	**92.8**		µg/l	15.6	156	BRL	59	40-140		
Di-n-octyl phthalate	**92.7**		µg/l	15.6	156	BRL	59	40-140		
Fluoranthene	**248**		µg/l	15.6	156	1190	-603	40-140		

Semivolatile Organic Compounds by GCMS - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124629 - SW846 3510C										
Matrix Spike (1124629-MS1)			Source: SB39869-04		Prepared: 28-Nov-11 Analyzed: 13-Dec-11					
Fluorene	**130**		µg/l	15.6	156	403	-175	40-140		
Hexachlorobenzene	**75.9**		µg/l	15.6	156	BRL	49	40-140		
Hexachlorobutadiene	**78.9**		µg/l	15.6	156	BRL	50	40-140		
Hexachlorocyclopentadiene	< 15.6		µg/l	15.6	156	BRL		40-140		
Hexachloroethane	**70.2**		µg/l	15.6	156	BRL	45	40-140		
Indeno (1,2,3-cd) pyrene	**81.5**		µg/l	15.6	156	BRL	52	40-140		
Isophorone	**261**		µg/l	15.6	156	BRL	167	30-130		
2-Methylnaphthalene	**746**		µg/l	15.6	156	4650	-2500	40-140		
2-Methylphenol	**77.9**		µg/l	15.6	156	BRL	50	30-130		
3 & 4-Methylphenol	**89.8**		µg/l	31.2	156	BRL	57	30-130		
Naphthalene	**132**		µg/l	15.6	156	BRL	85	40-140		
2-Nitroaniline	**92.6**		µg/l	15.6	156	BRL	59	40-140		
3-Nitroaniline	**155**		µg/l	15.6	156	BRL	99	40-140		
4-Nitroaniline	**26.8**		µg/l	62.5	156	BRL	17	40-140		
Nitrobenzene	**122**		µg/l	15.6	156	BRL	78	40-140		
2-Nitrophenol	**57.2**		µg/l	15.6	156	BRL	37	30-130		
4-Nitrophenol	**44.6**		µg/l	62.5	156	BRL	29	30-130		
N-Nitrosodimethylamine	**55.0**		µg/l	15.6	156	BRL	35	40-140		
N-Nitrosodi-n-propylamine	**66.7**		µg/l	15.6	156	BRL	43	40-140		
N-Nitrosodiphenylamine	**115**		µg/l	15.6	156	BRL	74	40-140		
Pentachlorophenol	**72.8**		µg/l	62.5	156	BRL	47	30-130		
Phenanthrene	**317**		µg/l	15.6	156	1380	-683	40-140		
Phenol	**59.6**		µg/l	15.6	156	BRL	38	30-130		
Pyrene	**220**		µg/l	15.6	156	987	-491	40-140		
Pyridine	**29.1**		µg/l	15.6	156	BRL	19	40-140		
1,2,4-Trichlorobenzene	**90.1**		µg/l	15.6	156	BRL	58	40-140		
1-Methylnaphthalene	**649**		µg/l	15.6	156	4340	-2360	40-140		
2,4,5-Trichlorophenol	**128**		µg/l	15.6	156	BRL	82	30-130		
2,4,6-Trichlorophenol	**171**		µg/l	15.6	156	BRL	109	30-130		
Pentachloronitrobenzene	**107**		µg/l	15.6	156	BRL	69	40-140		
1,2,4,5-Tetrachlorobenzene	**108**		µg/l	15.6	156	BRL	69	40-140		
Surrogate: 2-Fluorobiphenyl	*119*		µg/l		*156*		*76*	*30-130*		
Surrogate: 2-Fluorophenol	*61.9*		µg/l		*156*		*40*	*15-110*		
Surrogate: Nitrobenzene-d5	*139*		µg/l		*156*		*89*	*30-130*		
Surrogate: Phenol-d5	*59.5*		µg/l		*156*		*38*	*15-110*		
Surrogate: Terphenyl-d14	*93.4*		µg/l		*156*		*60*	*30-130*		
Surrogate: 2,4,6-Tribromophenol	*119*		µg/l		*156*		*76*	*15-110*		
Matrix Spike Dup (1124629-MSD1)			Source: SB39869-04		Prepared: 28-Nov-11 Analyzed: 13-Dec-11					
Acenaphthene	**139**		µg/l	16.1	161	365	-140	40-140	NR	20
Acenaphthylene	**91.5**		µg/l	16.1	161	BRL	57	40-140	20	20
Aniline	**26.5**		µg/l	16.1	161	BRL	16	40-140		20
Anthracene	**133**		µg/l	16.1	161	442	-192	40-140	NR	20
Azobenzene/Diphenyldiazine	**103**		µg/l	16.1	161	BRL	64	40-140	11	20
Benzidine	< 16.1		µg/l	16.1	161	BRL		40-140		20
Benzo (a) anthracene	**120**		µg/l	16.1	161	381	-161	40-140	NR	20
Benzo (a) pyrene	**111**		µg/l	16.1	161	BRL	69	40-140	7	20
Benzo (b) fluoranthene	**107**		µg/l	16.1	161	BRL	66	40-140	7	20
Benzo (g,h,i) perylene	**66.3**		µg/l	16.1	161	BRL	41	40-140	22	20
Benzo (k) fluoranthene	**141**		µg/l	16.1	161	BRL	87	40-140	8	20
Benzoic acid	**89.7**		µg/l	16.1	161	BRL	56	30-130	96	20
Benzyl alcohol	**83.4**		µg/l	16.1	161	BRL	52	40-140	8	20

Semivolatile Organic Compounds by GCMS - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124629 - SW846 3510C										
Matrix Spike Dup (1124629-MSD1)			Source: SB39869-04		Prepared: 28-Nov-11 Analyzed: 13-Dec-11					
Bis(2-chloroethoxy)methane	**73.1**		µg/l	16.1	161	BRL	45	40-140	5	20
Bis(2-chloroethyl)ether	**70.3**		µg/l	16.1	161	BRL	44	40-140	0.6	20
Bis(2-chloroisopropyl)ether	**76.3**		µg/l	16.1	161	BRL	47	40-140	8	20
Bis(2-ethylhexyl)phthalate	**110**		µg/l	16.1	161	BRL	68	40-140	1	20
4-Bromophenyl phenyl ether	**83.6**		µg/l	16.1	161	BRL	52	40-140	14	20
Butyl benzyl phthalate	**92.8**		µg/l	16.1	161	BRL	58	40-140	13	20
Carbazole	**270**		µg/l	16.1	161	BRL	168	40-140	11	20
4-Chloro-3-methylphenol	**111**		µg/l	16.1	161	BRL	69	30-130	5	20
4-Chloroaniline	**72.0**		µg/l	16.1	161	BRL	45	40-140	41	20
2-Chloronaphthalene	**91.9**		µg/l	16.1	161	BRL	57	40-140	3	20
2-Chlorophenol	**80.3**		µg/l	16.1	161	BRL	50	30-130	10	20
4-Chlorophenyl phenyl ether	**85.7**		µg/l	16.1	161	BRL	53	40-140	7	20
Chrysene	**114**		µg/l	16.1	161	277	-102	40-140	NR	20
Dibenzo (a,h) anthracene	**73.5**		µg/l	16.1	161	BRL	46	40-140	13	20
Dibenzofuran	**112**		µg/l	16.1	161	255	-89	40-140	NR	20
1,2-Dichlorobenzene	**85.2**		µg/l	16.1	161	BRL	53	40-140	3	20
1,3-Dichlorobenzene	**61.5**		µg/l	16.1	161	BRL	38	40-140	28	20
1,4-Dichlorobenzene	**97.2**		µg/l	16.1	161	BRL	60	40-140	10	20
3,3'-Dichlorobenzidine	**96.0**		µg/l	16.1	161	BRL	60	40-140	76	20
2,4-Dichlorophenol	**112**		µg/l	16.1	161	BRL	69	30-130	47	20
Diethyl phthalate	**96.0**		µg/l	16.1	161	BRL	60	40-140	15	20
Dimethyl phthalate	**101**		µg/l	16.1	161	BRL	63	40-140	7	20
2,4-Dimethylphenol	**71.6**		µg/l	16.1	161	BRL	44	30-130	8	20
Di-n-butyl phthalate	**103**		µg/l	16.1	161	BRL	64	40-140	16	20
4,6-Dinitro-2-methylphenol	**11.0**		µg/l	16.1	161	BRL	7	30-130	52	20
2,4-Dinitrophenol	**24.2**		µg/l	16.1	161	BRL	15	30-130	41	20
2,4-Dinitrotoluene	**80.3**		µg/l	16.1	161	BRL	50	40-140	28	20
2,6-Dinitrotoluene	**89.6**		µg/l	16.1	161	BRL	56	40-140	7	20
Di-n-octyl phthalate	**104**		µg/l	16.1	161	BRL	64	40-140	8	20
Fluoranthene	**185**		µg/l	16.1	161	1190	-623	40-140	NR	20
Fluorene	**125**		µg/l	16.1	161	403	-172	40-140	NR	20
Hexachlorobenzene	**90.8**		µg/l	16.1	161	BRL	56	40-140	15	20
Hexachlorobutadiene	**79.7**		µg/l	16.1	161	BRL	49	40-140	2	20
Hexachlorocyclopentadiene	< 16.1		µg/l	16.1	161	BRL		40-140		20
Hexachloroethane	**68.5**		µg/l	16.1	161	BRL	42	40-140	6	20
Indeno (1,2,3-cd) pyrene	**68.4**		µg/l	16.1	161	BRL	42	40-140	21	20
Isophorone	**72.1**		µg/l	16.1	161	BRL	45	30-130	116	20
2-Methylnaphthalene	**502**		µg/l	16.1	161	4650	-2570	40-140	NR	20
2-Methylphenol	**80.6**		µg/l	16.1	161	BRL	50	30-130	0.3	20
3 & 4-Methylphenol	**87.4**		µg/l	32.3	161	BRL	54	30-130	6	20
Naphthalene	**105**		µg/l	16.1	161	BRL	65	40-140	26	20
2-Nitroaniline	**98.9**		µg/l	16.1	161	BRL	61	40-140	3	20
3-Nitroaniline	**181**		µg/l	16.1	161	BRL	112	40-140	12	20
4-Nitroaniline	**138**		µg/l	64.5	161	BRL	86	40-140	133	20
Nitrobenzene	**79.2**		µg/l	16.1	161	BRL	49	40-140	46	20
2-Nitrophenol	**45.7**		µg/l	16.1	161	BRL	28	30-130	25	20
4-Nitrophenol	**22.5**		µg/l	64.5	161	BRL	14	30-130	68	20
N-Nitrosodimethylamine	**70.0**		µg/l	16.1	161	BRL	43	40-140	21	20
N-Nitrosodi-n-propylamine	**145**		µg/l	16.1	161	BRL	90	40-140	71	20
N-Nitrosodiphenylamine	**120**		µg/l	16.1	161	BRL	75	40-140	1	20
Pentachlorophenol	**63.8**		µg/l	64.5	161	BRL	40	30-130	16	20
Phenanthrene	**219**		µg/l	16.1	161	1380	-722	40-140	NR	20

Semivolatile Organic Compounds by GCMS - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124629 - SW846 3510C										
Matrix Spike Dup (1124629-MSD1)			**Source: SB39869-04**		Prepared: 28-Nov-11 Analyzed: 13-Dec-11					
Phenol	**60.9**		µg/l	16.1	161	BRL	38	30-130	1	20
Pyrene	**172**		µg/l	16.1	161	987	-506	40-140	NR	20
Pyridine	**65.5**		µg/l	16.1	161	BRL	41	40-140	74	20
1,2,4-Trichlorobenzene	**78.4**		µg/l	16.1	161	BRL	49	40-140	17	20
1-Methylnaphthalene	**455**		µg/l	16.1	161	4340	-2410	40-140	NR	20
2,4,5-Trichlorophenol	**106**		µg/l	16.1	161	BRL	66	30-130	22	20
2,4,6-Trichlorophenol	**124**		µg/l	16.1	161	BRL	77	30-130	35	20
Pentachloronitrobenzene	**126**		µg/l	16.1	161	BRL	78	40-140	13	20
1,2,4,5-Tetrachlorobenzene	**111**		µg/l	16.1	161	BRL	69	40-140	0.06	20
Surrogate: 2-Fluorobiphenyl	*129*		µg/l		*161*		*80*	*30-130*		
Surrogate: 2-Fluorophenol	*69.0*		µg/l		*161*		*43*	*15-110*		
Surrogate: Nitrobenzene-d5	*94.5*		µg/l		*161*		*59*	*30-130*		
Surrogate: Phenol-d5	*66.8*		µg/l		*161*		*41*	*15-110*		
Surrogate: Terphenyl-dl4	*107*		µg/l		*161*		*66*	*30-130*		
Surrogate: 2,4,6-Tribromophenol	*116*		µg/l		*161*		*72*	*15-110*		
Batch 1124977 - SW846 3545A										
Blank (1124977-BLK1)					Prepared: 01-Dec-11 Analyzed: 02-Dec-11					
Acenaphthene	< 165		µg/kg wet	165						
Acenaphthylene	< 165		µg/kg wet	165						
Anthracene	< 165		µg/kg wet	165						
Benzo (a) anthracene	< 165		µg/kg wet	165						
Benzo (a) pyrene	< 165		µg/kg wet	165						
Benzo (b) fluoranthene	< 165		µg/kg wet	165						
Benzo (g,h,i) perylene	< 165		µg/kg wet	165						
Benzo (k) fluoranthene	< 165		µg/kg wet	165						
Chrysene	< 165		µg/kg wet	165						
Dibenzo (a,h) anthracene	< 165		µg/kg wet	165						
Fluoranthene	< 165		µg/kg wet	165						
Fluorene	< 165		µg/kg wet	165						
Indeno (1,2,3-cd) pyrene	< 165		µg/kg wet	165						
1-Methylnaphthalene	< 165		µg/kg wet	165						
2-Methylnaphthalene	< 165		µg/kg wet	165						
Naphthalene	< 165		µg/kg wet	165						
Phenanthrene	< 165		µg/kg wet	165						
Pyrene	< 165		µg/kg wet	165						
Surrogate: 2-Fluorobiphenyl	*1450*		µg/kg wet		*1670*		*87*	*30-130*		
Surrogate: Terphenyl-dl4	*1380*		µg/kg wet		*1670*		*83*	*30-130*		
LCS (1124977-BS1)					Prepared: 01-Dec-11 Analyzed: 02-Dec-11					
Acenaphthene	**1270**		µg/kg wet	165	1670		76	40-140		
Acenaphthylene	**1250**		µg/kg wet	165	1670		75	40-140		
Anthracene	**1370**		µg/kg wet	165	1670		82	40-140		
Benzo (a) anthracene	**1170**		µg/kg wet	165	1670		70	40-140		
Benzo (a) pyrene	**1180**		µg/kg wet	165	1670		71	40-140		
Benzo (b) fluoranthene	**1250**		µg/kg wet	165	1670		75	40-140		
Benzo (g,h,i) perylene	**1130**		µg/kg wet	165	1670		68	40-140		
Benzo (k) fluoranthene	**971**		µg/kg wet	165	1670		58	40-140		
Chrysene	**1080**		µg/kg wet	165	1670		65	40-140		
Dibenzo (a,h) anthracene	**1130**		µg/kg wet	165	1670		68	40-140		
Fluoranthene	**1170**		µg/kg wet	165	1670		70	40-140		
Fluorene	**1220**		µg/kg wet	165	1670		73	40-140		
Indeno (1,2,3-cd) pyrene	**983**		µg/kg wet	165	1670		59	40-140		

Semivolatile Organic Compounds by GCMS - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124977 - SW846 3545A										
LCS (1124977-BS1)					Prepared: 01-Dec-11 Analyzed: 02-Dec-11					
1-Methylnaphthalene	**1170**		µg/kg wet	165	1670		70	40-140		
2-Methylnaphthalene	**1240**		µg/kg wet	165	1670		74	40-140		
Naphthalene	**1110**		µg/kg wet	165	1670		67	40-140		
Phenanthrene	**1040**		µg/kg wet	165	1670		63	40-140		
Pyrene	**1200**		µg/kg wet	165	1670		72	40-140		
Surrogate: 2-Fluorobiphenyl	*1330*		µg/kg wet		*1670*		*80*	*30-130*		
Surrogate: Terphenyl-d14	*1270*		µg/kg wet		*1670*		*76*	*30-130*		

Semivolatile Organic Compounds by GC - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124630 - SW846 3510C										
Blank (1124630-BLK1)					Prepared: 28-Nov-11 Analyzed: 29-Nov-11					
Aroclor-1016	< 0.200		µg/l	0.200						
Aroclor-1016 [2C]	< 0.200		µg/l	0.200						
Aroclor-1221	< 0.200		µg/l	0.200						
Aroclor-1221 [2C]	< 0.200		µg/l	0.200						
Aroclor-1232	< 0.200		µg/l	0.200						
Aroclor-1232 [2C]	< 0.200		µg/l	0.200						
Aroclor-1242	< 0.200		µg/l	0.200						
Aroclor-1242 [2C]	< 0.200		µg/l	0.200						
Aroclor-1248	< 0.200		µg/l	0.200						
Aroclor-1248 [2C]	< 0.200		µg/l	0.200						
Aroclor-1254	< 0.200		µg/l	0.200						
Aroclor-1254 [2C]	< 0.200		µg/l	0.200						
Aroclor-1260	< 0.200		µg/l	0.200						
Aroclor-1260 [2C]	< 0.200		µg/l	0.200						
Aroclor-1262	< 0.200		µg/l	0.200						
Aroclor-1262 [2C]	< 0.200		µg/l	0.200						
Aroclor-1268	< 0.200		µg/l	0.200						
Aroclor-1268 [2C]	< 0.200		µg/l	0.200						
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr)	*0.179*		µg/l		*0.200*		*90*	*30-150*		
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr) [2C]	*0.167*		µg/l		*0.200*		*84*	*30-150*		
Surrogate: Decachlorobiphenyl (Sr)	*0.161*		µg/l		*0.200*		*80*	*30-150*		
Surrogate: Decachlorobiphenyl (Sr) [2C]	*0.173*		µg/l		*0.200*		*86*	*30-150*		
LCS (1124630-BS1)					Prepared: 28-Nov-11 Analyzed: 29-Nov-11					
Aroclor-1016	**2.21**		µg/l	0.200	2.50		88	50-140		
Aroclor-1016 [2C]	**2.29**		µg/l	0.200	2.50		92	50-140		
Aroclor-1260	**2.11**		µg/l	0.200	2.50		84	50-140		
Aroclor-1260 [2C]	**2.35**		µg/l	0.200	2.50		94	50-140		
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr)	*0.161*		µg/l		*0.200*		*80*	*30-150*		
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr) [2C]	*0.161*		µg/l		*0.200*		*80*	*30-150*		
Surrogate: Decachlorobiphenyl (Sr)	*0.147*		µg/l		*0.200*		*74*	*30-150*		
Surrogate: Decachlorobiphenyl (Sr) [2C]	*0.160*		µg/l		*0.200*		*80*	*30-150*		
LCS Dup (1124630-BSD1)					Prepared: 28-Nov-11 Analyzed: 29-Nov-11					
Aroclor-1016	**2.14**		µg/l	0.200	2.50		86	50-140	3	30
Aroclor-1016 [2C]	**2.29**		µg/l	0.200	2.50		91	50-140	0.1	30
Aroclor-1260	**2.03**		µg/l	0.200	2.50		81	50-140	4	30
Aroclor-1260 [2C]	**2.34**		µg/l	0.200	2.50		94	50-140	0.5	30
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr)	*0.159*		µg/l		*0.200*		*80*	*30-150*		
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr) [2C]	*0.161*		µg/l		*0.200*		*80*	*30-150*		
Surrogate: Decachlorobiphenyl (Sr)	*0.139*		µg/l		*0.200*		*70*	*30-150*		
Surrogate: Decachlorobiphenyl (Sr) [2C]	*0.163*		µg/l		*0.200*		*82*	*30-150*		
Duplicate (1124630-DUP1)			**Source: SB39869-06**		Prepared: 28-Nov-11 Analyzed: 30-Nov-11					
Aroclor-1016	< 0.308		µg/l	0.308		BRL				40
Aroclor-1016 [2C]	< 0.308		µg/l	0.308		BRL				40
Aroclor-1221	< 0.308		µg/l	0.308		BRL				40
Aroclor-1221 [2C]	< 0.308		µg/l	0.308		BRL				40
Aroclor-1232	< 0.308		µg/l	0.308		BRL				40
Aroclor-1232 [2C]	< 0.308		µg/l	0.308		BRL				40
Aroclor-1242	< 0.308		µg/l	0.308		BRL				40
Aroclor-1242 [2C]	< 0.308		µg/l	0.308		BRL				40
Aroclor-1248	< 0.308		µg/l	0.308		BRL				40

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124630 - SW846 3510C										
Duplicate (1124630-DUP1)			Source: SB39869-06			Prepared: 28-Nov-11 Analyzed: 30-Nov-11				
Aroclor-1248 [2C]	< 0.308		µg/l	0.308		BRL				40
Aroclor-1254	< 0.308		µg/l	0.308		BRL				40
Aroclor-1254 [2C]	< 0.308		µg/l	0.308		BRL				40
Aroclor-1260	< 0.308		µg/l	0.308		BRL				40
Aroclor-1260 [2C]	< 0.308		µg/l	0.308		BRL				40
Aroclor-1262	< 0.308		µg/l	0.308		BRL				40
Aroclor-1262 [2C]	< 0.308		µg/l	0.308		BRL				40
Aroclor-1268	< 0.308		µg/l	0.308		BRL				40
Aroclor-1268 [2C]	< 0.308		µg/l	0.308		BRL				40
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr)	*0.215*		µg/l		*0.308*		*70*	*30-150*		
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr) [2C]	*0.231*		µg/l		*0.308*		*75*	*30-150*		
Surrogate: Decachlorobiphenyl (Sr)	*0.246*		µg/l		*0.308*		*80*	*30-150*		
Surrogate: Decachlorobiphenyl (Sr) [2C]	*0.215*		µg/l		*0.308*		*70*	*30-150*		
Batch 1124728 - SW846 3545A										
Blank (1124728-BLK1)						Prepared & Analyzed: 29-Nov-11				
Aroclor-1016	< 20.0		µg/kg wet	20.0						
Aroclor-1016 [2C]	< 20.0		µg/kg wet	20.0						
Aroclor-1221	< 20.0		µg/kg wet	20.0						
Aroclor-1221 [2C]	< 20.0		µg/kg wet	20.0						
Aroclor-1232	< 20.0		µg/kg wet	20.0						
Aroclor-1232 [2C]	< 20.0		µg/kg wet	20.0						
Aroclor-1242	< 20.0		µg/kg wet	20.0						
Aroclor-1242 [2C]	< 20.0		µg/kg wet	20.0						
Aroclor-1248	< 20.0		µg/kg wet	20.0						
Aroclor-1248 [2C]	< 20.0		µg/kg wet	20.0						
Aroclor-1254	< 20.0		µg/kg wet	20.0						
Aroclor-1254 [2C]	< 20.0		µg/kg wet	20.0						
Aroclor-1260	< 20.0		µg/kg wet	20.0						
Aroclor-1260 [2C]	< 20.0		µg/kg wet	20.0						
Aroclor-1262	< 20.0		µg/kg wet	20.0						
Aroclor-1262 [2C]	< 20.0		µg/kg wet	20.0						
Aroclor-1268	< 20.0		µg/kg wet	20.0						
Aroclor-1268 [2C]	< 20.0		µg/kg wet	20.0						
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr)	*15.0*		µg/kg wet		*20.0*		*75*	*30-150*		
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr) [2C]	*18.0*		µg/kg wet		*20.0*		*90*	*30-150*		
Surrogate: Decachlorobiphenyl (Sr)	*23.0*		µg/kg wet		*20.0*		*115*	*30-150*		
Surrogate: Decachlorobiphenyl (Sr) [2C]	*18.0*		µg/kg wet		*20.0*		*90*	*30-150*		
LCS (1124728-BS1)						Prepared & Analyzed: 29-Nov-11				
Aroclor-1016	**246**		µg/kg wet	20.0	250		98	50-140		
Aroclor-1016 [2C]	**232**		µg/kg wet	20.0	250		93	50-140		
Aroclor-1260	**226**		µg/kg wet	20.0	250		90	50-140		
Aroclor-1260 [2C]	**215**		µg/kg wet	20.0	250		86	50-140		
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr)	*16.0*		µg/kg wet		*20.0*		*80*	*30-150*		
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr) [2C]	*16.0*		µg/kg wet		*20.0*		*80*	*30-150*		
Surrogate: Decachlorobiphenyl (Sr)	*21.0*		µg/kg wet		*20.0*		*105*	*30-150*		
Surrogate: Decachlorobiphenyl (Sr) [2C]	*19.0*		µg/kg wet		*20.0*		*95*	*30-150*		
LCS Dup (1124728-BSO1)						Prepared & Analyzed: 29-Nov-11				
Aroclor-1016	**238**		µg/kg wet	20.0	250		95	50-140	3	30
Aroclor-1016 [2C]	**238**		µg/kg wet	20.0	250		95	50-140	3	30
Aroclor-1260	**222**		µg/kg wet	20.0	250		89	50-140	2	30

Semivolatile Organic Compounds by GC - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124728 - SW846 3545A										
LCS Dup (1124728-BSD1)					Prepared & Analyzed: 29-Nov-11					
Aroclor-1260 [2C]	**214**		µg/kg wet	20.0	250		86	50-140	0.5	30
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr)	*15.0*		µg/kg wet		*20.0*		*75*	*30-150*		
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr) [2C]	*16.0*		µg/kg wet		*20.0*		*80*	*30-150*		
Surrogate: Decachlorobiphenyl (Sr)	*21.0*		µg/kg wet		*20.0*		*105*	*30-150*		
Surrogate: Decachlorobiphenyl (Sr) [2C]	*19.0*		µg/kg wet		*20.0*		*95*	*30-150*		

Extractable Petroleum Hydrocarbons - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124975 - SW846 3545A										
Blank (1124975-BLK1)					Prepared & Analyzed: 01-Dec-11					
Gasoline	< 13.3		mg/kg wet	13.3						
Fuel Oil #2	< 13.3		mg/kg wet	13.3						
Fuel Oil #4	< 13.3		mg/kg wet	13.3						
Fuel Oil #6	< 13.3		mg/kg wet	13.3						
Motor Oil	< 13.3		mg/kg wet	13.3						
Ligroin	< 13.3		mg/kg wet	13.3						
Aviation Fuel	< 13.3		mg/kg wet	13.3						
Hydraulic Oil	< 13.3		mg/kg wet	13.3						
Dielectric Fluid	< 13.3		mg/kg wet	13.3						
Unidentified	< 13.3		mg/kg wet	13.3						
Other Oil	< 13.3		mg/kg wet	13.3						
Total Petroleum Hydrocarbons	< 13.3		mg/kg wet	13.3						
Surrogate: 1-Chlorooctadecane	*2.85*		mg/kg wet		*3.33*		*85*	*40-140*		
LCS (1124975-BS1)					Prepared & Analyzed: 01-Dec-11					
Fuel Oil #2	**811**		mg/kg wet	13.3	667		122	40-140		
Surrogate: 1-Chlorooctadecane	*4.22*		mg/kg wet		*3.33*		*126*	*40-140*		
Batch 1124983 - SW846 3510C										
Blank (1124983-BLK1)					Prepared: 01-Dec-11 Analyzed: 03-Dec-11					
Gasoline	< 0.1		mg/l	0.1						
Fuel Oil #2	< 0.1		mg/l	0.1						
Fuel Oil #4	< 0.1		mg/l	0.1						
Fuel Oil #6	< 0.1		mg/l	0.1						
Motor Oil	< 0.1		mg/l	0.1						
Ligroin	< 0.1		mg/l	0.1						
Aviation Fuel	< 0.1		mg/l	0.1						
Hydraulic Oil	< 0.1		mg/l	0.1						
Dielectric Fluid	< 0.1		mg/l	0.1						
Unidentified	< 0.1		mg/l	0.1						
Other Oil	< 0.1		mg/l	0.1						
Total Petroleum Hydrocarbons	< 0.1		mg/l	0.1						
Surrogate: 1-Chlorooctadecane	*0.0394*		mg/l		*0.0500*		*79*	*40-140*		
LCS (1124983-BS1)					Prepared: 01-Dec-11 Analyzed: 03-Dec-11					
Fuel Oil #2	**10.0**		mg/l	0.1	10.0		100	40-140		
Surrogate: 1-Chlorooctadecane	*0.0534*		mg/l		*0.0500*		*107*	*40-140*		
Duplicate (1124983-DUP1)			**Source: SB39869-05**		Prepared: 01-Dec-11 Analyzed: 03-Dec-11					
Total Petroleum Hydrocarbons	**0.7**		mg/l	0.2		0.7			2	50
Surrogate: 1-Chlorooctadecane	*0.0672*		mg/l		*0.0625*		*108*	*40-140*		
Duplicate (1124983-DUP2)		R01	**Source: SB39869-04**		Prepared: 01-Dec-11 Analyzed: 05-Dec-11					
Total Petroleum Hydrocarbons	**633**	QR5	mg/l	6.7		25.2			185	50
Surrogate: 1-Chlorooctadecane	*0.784*	S02	mg/l		*0.0667*		*1180*	*40-140*		

Total Metals by EPA 6000/7000 Series Methods - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124814 - SW846 3050B										
Blank (1124814-BLK1)					Prepared: 29-Nov-11 Analyzed: 01-Dec-11					
Lead	< 1.47		mg/kg wet	1.47						
Selenium	< 1.47		mg/kg wet	1.47						
Silver	< 1.47		mg/kg wet	1.47						
Arsenic	< 1.47		mg/kg wet	1.47						
Cadmium	< 0.491		mg/kg wet	0.491						
Chromium	< 0.981		mg/kg wet	0.981						
Barium	< 0.981		mg/kg wet	0.981						
Duplicate (1124814-DUP1)			Source: SB39869-03		Prepared: 29-Nov-11 Analyzed: 01-Dec-11					
Lead	**4.51**		mg/kg dry	1.72		4.47			1	20
Selenium	< 1.72		mg/kg dry	1.72		BRL				20
Silver	< 1.72		mg/kg dry	1.72		BRL				20
Arsenic	**1.66**	J	mg/kg dry	1.72		1.58			5	20
Chromium	**6.08**	QR6	mg/kg dry	1.15		4.62			27	20
Cadmium	**0.293**	J,QR8	mg/kg dry	0.575		0.370			23	20
Barium	**11.1**	QR6	mg/kg dry	1.15		8.97			22	20
Matrix Spike (1124814-MS1)			Source: SB39869-03		Prepared: 29-Nov-11 Analyzed: 01-Dec-11					
Lead	**136**		mg/kg dry	1.56	130	4.47	101	75-125		
Selenium	**129**		mg/kg dry	1.56	130	BRL	99	75-125		
Silver	**132**		mg/kg dry	1.56	130	BRL	102	75-125		
Arsenic	**136**		mg/kg dry	1.56	130	1.58	103	75-125		
Cadmium	**135**		mg/kg dry	0.521	130	0.370	103	75-125		
Chromium	**143**		mg/kg dry	1.04	130	4.62	107	75-125		
Barium	**153**		mg/kg dry	1.04	130	8.97	111	75-125		
Matrix Spike Dup (1124814-MSD1)			Source: SB39869-03		Prepared: 29-Nov-11 Analyzed: 01-Dec-11					
Lead	**150**		mg/kg dry	1.73	144	4.47	101	75-125	10	20
Selenium	**144**		mg/kg dry	1.73	144	BRL	100	75-125	11	20
Arsenic	**149**		mg/kg dry	1.73	144	1.58	103	75-125	10	20
Chromium	**152**		mg/kg dry	1.15	144	4.62	102	75-125	6	20
Cadmium	**149**		mg/kg dry	0.576	144	0.370	103	75-125	10	20
Silver	**138**		mg/kg dry	1.73	144	BRL	96	75-125	4	20
Barium	**166**		mg/kg dry	1.15	144	8.97	109	75-125	8	20
Post Spike (1124814-PS1)			Source: SB39869-03		Prepared: 29-Nov-11 Analyzed: 02-Dec-11					
Selenium	**144**		mg/kg dry	1.73	144	BRL	100	80-120		
Lead	**147**		mg/kg dry	1.73	144	4.47	99	80-120		
Silver	**139**		mg/kg dry	1.73	144	BRL	96	80-120		
Chromium	**153**		mg/kg dry	1.16	144	4.62	103	80-120		
Cadmium	**141**		mg/kg dry	0.578	144	0.370	98	80-120		
Arsenic	**145**		mg/kg dry	1.73	144	1.58	100	80-120		
Barium	**156**		mg/kg dry	1.16	144	8.97	101	80-120		
Reference (1124814-SRM1)					Prepared: 29-Nov-11 Analyzed: 01-Dec-11					
Lead	**66.4**		mg/kg wet	1.50	69.8		95	77.4-122.6		
Selenium	**99.8**		mg/kg wet	1.50	103		97	76.7-122.8		
Arsenic	**60.6**		mg/kg wet	1.50	63.2		96	78-121.8		
Cadmium	**56.7**		mg/kg wet	0.500	59.1		96	80.7-118.9		
Chromium	**46.2**		mg/kg wet	1.00	48.9		95	76.7-123		
Silver	**24.4**		mg/kg wet	1.50	27.3		89	66.4-133.8		
Barium	**157**		mg/kg wet	1.00	161		98	79.7-120.2		
Reference (1124814-SRM2)					Prepared: 29-Nov-11 Analyzed: 02-Dec-11					
Selenium	**97.8**		mg/kg wet	1.50	103		95	76.7-122.8		
Lead	**65.2**		mg/kg wet	1.50	69.9		93	77.4-122.6		
Chromium	**45.0**		mg/kg wet	1.00	48.9		92	76.7-123		

Total Metals by EPA 6000/7000 Series Methods - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124814 - SW846 3050B										
Reference (1124814-SRM2)						Prepared: 29-Nov-11 Analyzed: 01-Dec-11				
Silver	**23.8**		mg/kg wet	1.50	27.3		87	66.4-133.8		
Arsenic	**60.1**		mg/kg wet	1.50	63.2		95	78-121.8		
Cadmium	**57.8**		mg/kg wet	0.500	59.1		98	80.7-118.9		
Barium	**152**		mg/kg wet	1.00	161		94	79.7-120.2		
Batch 1124815 - EPA200/SW7000 Series										
Blank (1124815-BLK1)						Prepared: 29-Nov-11 Analyzed: 02-Dec-11				
Mercury	< 0.0285		mg/kg wet	0.0285						
Duplicate (1124815-DUP1)			Source: SB39869-03			Prepared: 29-Nov-11 Analyzed: 02-Dec-11				
Mercury	**0.0128**	J,QR8	mg/kg dry	0.0349		0.0176			32	20
Matrix Spike (1124815-MS1)			Source: SB39869-03			Prepared: 29-Nov-11 Analyzed: 02-Dec-11				
Mercury	**0.751**	QC2	mg/kg dry	0.170	0.473	0.0176	155	75-125		
Matrix Spike Dup (1124815-MSD1)			Source: SB39869-03			Prepared: 29-Nov-11 Analyzed: 02-Dec-11				
Mercury	**0.800**	QC2	mg/kg dry	0.178	0.495	0.0176	158	75-125	6	20
Post Spike (1124815-PS1)			Source: SB39869-03			Prepared: 29-Nov-11 Analyzed: 02-Dec-11				
Mercury	**0.666**	QC2	mg/kg dry	0.159	0.441	0.0176	147	80-120		
Reference (1124815-SRM1)						Prepared: 29-Nov-11 Analyzed: 02-Dec-11				
Mercury	**5.29**	QC2	mg/kg wet	0.300	4.00		132	71.7-128.3		
Batch 1124827 - SW846 3005A										
Blank (1124827-BLK1)						Prepared: 30-Nov-11 Analyzed: 05-Dec-11				
Selenium	< 0.0150		mg/l	0.0150						
Lead	< 0.0075		mg/l	0.0075						
Arsenic	< 0.0040		mg/l	0.0040						
Barium	< 0.0050		mg/l	0.0050						
Cadmium	< 0.0025		mg/l	0.0025						
Chromium	< 0.0050		mg/l	0.0050						
Silver	< 0.0050		mg/l	0.0050						
LCS (1124827-BS1)						Prepared: 30-Nov-11 Analyzed: 05-Dec-11				
Lead	**1.33**		mg/l	0.0075	1.25		106	85-115		
Selenium	**1.30**		mg/l	0.0150	1.25		104	85-115		
Arsenic	**1.32**		mg/l	0.0040	1.25		105	85-115		
Barium	**1.33**		mg/l	0.0050	1.25		106	85-115		
Silver	**1.27**		mg/l	0.0050	1.25		101	85-115		
Cadmium	**1.40**		mg/l	0.0025	1.25		112	85-115		
Chromium	**1.33**		mg/l	0.0050	1.25		107	85-115		
LCS Dup (1124827-BSD1)						Prepared: 30-Nov-11 Analyzed: 05-Dec-11				
Lead	**1.33**		mg/l	0.0075	1.25		107	85-115	0.2	20
Selenium	**1.28**		mg/l	0.0150	1.25		103	85-115	1	20
Silver	**1.29**		mg/l	0.0050	1.25		103	85-115	2	20
Arsenic	**1.31**		mg/l	0.0040	1.25		105	85-115	0.6	20
Barium	**1.38**		mg/l	0.0050	1.25		111	85-115	4	20
Chromium	**1.38**		mg/l	0.0050	1.25		110	85-115	3	20
Cadmium	**1.40**		mg/l	0.0025	1.25		112	85-115	0.6	20

Total Metals by EPA 200 Series Methods - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1124829 - EPA200/SW7000 Series										
Blank (1124829-BLK1)						Prepared: 30-Nov-11 Analyzed: 02-Dec-11				
Mercury	< 0.00020		mg/l	0.00020						
LCS (1124829-BS1)						Prepared: 30-Nov-11 Analyzed: 02-Dec-11				
Mercury	**0.00541**		mg/l	0.00020	0.00500		108	85-115		

Notes and Definitions

GS1	Sample dilution required for high concentration of target analytes to be within the instrument calibration range.
PH	Insufficient preservative to reduce the sample pH to less than 2.
QC2	Analyte out of acceptance range in QC spike but no reportable concentration present in sample.
QM7	The spike recovery was outside acceptance limits for the MS and/or MSD. The batch was accepted based on acceptable LCS recovery.
QR5	RPD out of acceptance range.
QR6	The RPD exceeded the QC control limits; however precision is demonstrated with acceptable RPD values for MS/MSD.
QR8	Analyses are not controlled on RPD values from sample concentrations that are less than 5 times the reporting level. The batch is accepted based upon the difference between the sample and duplicate is less than or equal to the reporting limit.
R01	The Reporting Limit has been raised to account for matrix interference.
S02	The surrogate recovery for this sample cannot be accurately quantified due to interference from coeluting organic compounds present in the sample extract.
S06	The recovery of this surrogate is outside control limits due to sample dilution required from high analyte concentration and/or matrix interference's.
TIC	(Tentatively Identified Compounds) reported values are estimated concentrations of non-target analytes identified at greater than 10% of the nearest internal standard.
dry	Sample results reported on a dry weight basis
NR	Not Reported
RPD	Relative Percent Difference
J	Detected but below the Reporting Limit; therefore, result is an estimated concentration (CLP J-Flag).

Interpretation of Total Petroleum Hydrocarbon Report

Petroleum identification is determined by comparing the GC fingerprint obtained from the sample with a library of GC fingerprints obtained from analyses of various petroleum products. Possible match categories are as follows:

Gasoline - includes regular, unleaded, premium, etc.
Fuel Oil #2 - includes home heating oil, #2 fuel oil, and diesel
Fuel Oil #4 - includes #4 fuel oil
Fuel Oil #6 - includes #6 fuel oil and bunker "C" oil
Motor Oil - includes virgin and waste automobile oil
Ligroin - includes mineral spirits, petroleum naphtha, vm&p naphtha
Aviation Fuel - includes kerosene, Jet A and JP-4
Other Oil - includes lubricating and cutting oil, and silicon oil

At times, the unidentified petroleum product is quantified using a calibration that most closely approximates the distribution of compounds in the sample. When this occurs, the result is qualified as Calculated as.

Laboratory Control Sample (LCS): A known matrix spiked with compound(s) representative of the target analytes, which is used to document laboratory performance.

Matrix Duplicate: An intra-laboratory split sample which is used to document the precision of a method in a given sample matrix.

Matrix Spike: An aliquot of a sample spiked with a known concentration of target analyte(s). The spiking occurs prior to sample preparation and analysis. A matrix spike is used to document the bias of a method in a given sample matrix.

Method Blank: An analyte-free matrix to which all reagents are added in the same volumes or proportions as used in sample processing. The method blank should be carried through the complete sample preparation and analytical procedure. The method blank is used to document contamination resulting from the analytical process.

Method Detection Limit (MDL): The minimum concentration of a substance that can be measured and reported with 99% confidence that the analyte concentration is greater than zero and is determined from analysis of a sample in a given matrix type containing the analyte.

Reportable Detection Limit (RDL): The lowest concentration that can be reliably achieved within specified limits of precision and accuracy during routine laboratory operating conditions. For many analytes the RDL analyte concentration is selected as the lowest non-zero standard in the calibration curve. While the RDL is approximately 5 to 10 times the MDL, the RDL for each sample takes into account the sample volume/weight, extract/digestate volume, cleanup procedures and, if applicable, dry weight correction. Sample RDLs are highly matrix-dependent.

Surrogate: An organic compound which is similar to the target analyte(s) in chemical composition and behavior in the analytical process, but which is not normally found in environmental samples. These compounds are spiked into all blanks, standards, and samples prior to analysis. Percent recoveries are calculated for each surrogate.

Continuing Calibration Verification: The calibration relationship established during the initial calibration must be verified at periodic intervals. Concentrations, intervals, and criteria are method specific.

Validated by:
Kimberly Wisk
Nicole Leja

SPECTRUM ANALYTICAL, INC.
Featuring
HANIBAL TECHNOLOGY

CHAIN OF CUSTODY RECORD

Page 1 of 2

Special Handling:
- [X] Standard TAT - 7 to 10 business days
- [ ] Rush TAT - Date Needed: _____

All TATs subject to laboratory approval.
Min. 24 hour notification needed for rushes.
Samples disposed of after 60 days unless otherwise instructed.

Report To: SHARON MCKECHNIE
AECOM
240 APOLLO DR.
CHELMSFORD, MA
Telephone #: 978-905-2317
Project Mgr.: RAIMUNDO MATOS

Invoice To: RAIMUNDO MATOS
AECOM
240 APOLLO DR.
CHELMSFORD, MA
P.O. No.: _____ RQN: _____

Project No.: 60236456
Site Name: JETBLUE TERM 6
Location: JAMAICA State: NY
Sampler(s): S. WRIGHT

1=$Na_2S_2O_3$ 2=HCl 3=H_2SO_4 4=HNO_3 5=NaOH 6=Ascorbic Acid 7=CH_3OH
8=$NaHSO_3$ 9=Deionized Water 10= 11=

DW=Drinking Water GW=Groundwater WW=Wastewater
O=Oil SW=Surface Water SO=Soil SL=Sludge A=Air
X1= X2= X3=

G=Grab C=Composite

List preservative code below:

QA/QC Reporting Notes:
* additional charges may apply

MA DEP MCP CAM Report: Yes ☐ No ☐
CT DPH RCP Report: Yes ☐ No ☐

QA/QC Reporting Level
☐ Standard ☐ No QC ☐ DQA*
☐ NY ASP A* ☐ NY ASP B*
☐ NJ Reduced* ☐ NJ Full*
☐ TIER II* ☐ TIER V*
☐ Other _____
State-specific reporting standards.

Lab Id:	Sample Id:	Date	Time	Type	Matrix	Containers: # of VOA Vials	# of Amber Glass	# of Clear Glass	# of Plastic	Analyses:					
	JB-PT09-SA (5-7)	11-21-11	0930	G	SO	3	1			X	X	X	X	X	
	JB-PT10-MW(7-9)	11-21-11	0815	G	SO	3	2			X	X	X			
	DUPE-2	11-21-11		G	SO		1						X	X	

Relinquished by: _____ Received by: _____ Date: 11-22-11 Time: 1235

Temp°C

☒ EDD Format EQUIS 4-FILE

☒ E-mail to SHARON.MCKECHNIE@AECOM.COM

☐ Ambient ☐ Iced ☐ Refrigerated ☐ Dry ice temp ___°C ☐ Freezer temp °C

SPECTRUM ANALYTICAL, INC.
Centering
HANIBAL TECHNOLOGY

CHAIN OF CUSTODY RECORD

Page 2 of 2

Special Handling:
- ☒ Standard TAT - 7 to 10 business days
- ☐ Rush TAT - Date Needed: _____
- All TATs subject to laboratory approval.
- Min. 24-hour notification needed for rushes.
- Samples disposed of after 60 days unless otherwise instructed.

Report To: SHARON McKECHNIE
AECOM
250 APOLLO DR.
CHELMSFORD, MA
Telephone #: 978-905-2317
Project Mgr. RAIMUNDO MATOS

Invoice To: RAIMUNDO MATOS
AECOM
250 APOLLO DR.
CHELMSFORD, MA
P.O. No.: _____ RQN: _____

Project No.: 60236456
Site Name: JET BLUE TERM 6
Location: JAMAICA State: NY
Sampler(s): S. WRIGHT

1 $Na_2S_2O_3$ 2=HCl 3=H_2SO_4 4 HNO_3 5=NaOH 6=Ascorbic Acid 7=CH_3OH
8= $NaHSO_4$ 9= Deionized Water 10= _____ 11= _____

DW=Drinking Water GW=Groundwater WW=Wastewater
O=Oil SW=Surface Water SO Soil SL Sludge A Air
X1= DI H_2O X2= _____ X3= _____

G=Grab C Composite

List preservative code below:

QA/QC Reporting Notes:
* additional charges may apply

MA DEP MCP CAM Report: Yes ☐ No ☐
CT DPH RCP Report: Yes ☐ No ☐

QA/QC Reporting Level
☐ Standard ☐ No QC ☐ DQA*
☐ NY ASP A* ☐ NY ASP B*
☐ NJ Reduced* ☐ NJ Full*
☐ TIER II* ☐ TIER V*
☐ Other _____

State specific reporting standards:

Lab Id:	Sample Id:	Date:	Time	Type	Matrix	# of VOA Vials	# of Amber Glass	# of Clear Glass	# of Plastic	VOC/MTBE TCL+15	SVOC TCL ENA+20	TPH 8100	GLYCOL	RCRA 8 METALS	PCBs	
[illegible] 01	JB-PT04-SA	11-21-11	1100	G	GW	5	4			X	X	X	X			
15	JB-PT09-SA	11-21-11	1000	G	GW	5	4			X	X	X	X			
04	MS/MSD	11-21-11	1100	G	GW	10	8			X	X	X	X			PARENT → JB PT04-SA
06	FIELD BLANK	11-21-11	1230	G	X1	5	7			X	X	X	X	X	X	PRESERVE RCRA 8 w/HNO_3
07	TB	11-3-11		G	X1	1				X						

Relinquished by	Received by	Date	Time	Temp°C
[signature]	[signature]	11-22-11	1235	
		[illegible]/11	[illegible] 2000/11	

☒ EDD Format EQUIS 4-FILE
☒ E-mail to SHARON MCKECHNIE@AECOM.COM

☐ Ambient ☒ Iced ☐ Refrigerated ☐ Fridge temp ___°C ☐ Freezer temp ___°C

SPECTRUM ANALYTICAL, INC.
Featuring
HANNIBAL TECHNOLOGY

CHAIN OF CUSTODY RECORD

Page 1 of 2

Special Handling:
- ☒ Standard TAT - 7 to 10 business days
- ☐ Rush TAT - Date Needed: _____
- All TATs subject to laboratory approval.
- Min. 24-hour notification needed for rushes.
- Samples disposed of after 60 days unless otherwise instructed.

Report To: SHARON MCKECHNIE
AECOM
250 APOLLO DR.
CHELMSFORD, MA
Telephone #: 978-905-2317
Project Mgr. RAIMUNDO MATOS

Invoice To: RAIMUNDO MATOS
AECOM
250 APOLLO DR.
CHELMSFORD, MA
P.O. No.: _____ RQN: _____

Project No.: 60236456
Site Name: JET BLUE TERM 6
Location: JAMAICA State: NY
Sampler(s): S. WRIGHT

1=$Na_2S_2O_3$ 2=HCl 3=H_2SO_4 4=HNO_3 5=NaOH 6=Ascorbic Acid 7=CH_3OH
8=$NaHSO_4$ 9=Deionized Water 10=_____ 11=

DW=Drinking Water GW=Groundwater WW=Wastewater
O=Oil SW=Surface Water SO=Soil SL=Sludge A=Air
X1=_____ X2=_____ X3=_____

G=Grab C=Composite

Lab Id:	Sample Id:	Date:	Time:	Type	Matrix	Containers: # of VOA Vials	# of Amber Glass	# of Clear Glass	# of Plastic	List preservative code below:	Analyses: MADEP SVOCs (w/ low MW)	MADEP SVOCs SIM	TPH 8100	RCRA 8 METALS	PCBs
										7	10	10	10	10	
SB-1 Dup	JB-PT09-SA (6-7)	11-21-11	0935	G	SO	3	1			X	X	X	X	X	
	JB-PT10-MW(7-9)	11-21-11	0815	G	SO	3	2			X	X	X			
	DUP-2	11-21-11		G	SO		1						X	X	

QA/QC Reporting Notes:
* additional charges may apply

MA DEP MCP CAM Report: Yes ☐ No ☐
CT DPH RCP Report: Yes ☐ No ☐

QA/QC Reporting Level
☐ Standard ☐ No QC ☐ DQA*
☐ NY ASP A* ☐ NY ASP B*
☐ NJ Reduced* ☐ NJ Full*
☐ TIER II* ☐ TIER V*
☐ Other _____

State-specific reporting standards:
PCBs Cancelled from #1 per client request

Relinquished by:	Received by:	Date:	Time:	Temp°C
		11-22-11	1235	
		11/22/11	7:45 AM	

☒ EDD Format EQUIS 4-FILE
☒ E-mail to SHARON.MCKECHNIE@AECOM.COM

☐ Ambient ☒ Iced ☐ Refrigerated ☐ Fridge temp ___ °C ☐ Freezer temp ___ °C

SPECTRUM ANALYTICAL, INC.
Featuring
HANIBAL TECHNOLOGY

CHAIN OF CUSTODY RECORD

Page 2 of 2

Special Handling:
- ☒ Standard TAT - 7 to 10 business days
- ☐ Rush TAT Date Needed: ____
- All TATs subject to laboratory approval.
- Min. 24-hour notification needed for rushes
- Samples disposed of after 60 days unless otherwise instructed.

Report To: SHARON McKECHNIE
AECOM
250 APOLLO DR.
CHELMSFORD, MA
Telephone #: 978-905-2317
Project Mgr. RAIMUNDO MATOS

Invoice To: RAIMUNDO MATOS
AECOM
250 APOLLO DR.
CHELMSFORD, MA
P.O. No.: ____ RQN: ____

Project No.: 60236456
Site Name: JET BLUE TERM 6
Location: JAMAICA State: NY
Sampler(s): S. WRIGHT

1=$Na_2S_2O_3$ 2=HCl 3=H_2SO_4 4=HNO_3 5=NaOH 6=Ascorbic Acid 7=CH_3OH
8=$NaHSO_4$ 9=Deionized Water 10= ____ 11= ____

DW=Drinking Water GW=Groundwater WW=Wastewater
O=Oil SW=Surface Water SO=Soil SL=Sludge A=Air
X1= DI H_2O X2= ____ X3= ____

G=Grab C=Composite

List preservative code below:

QA/QC Reporting Notes:
* additional charges may apply

MA DEP MCP CAM Report: Yes ☐ No ☐
CT DPH RCP Report: Yes ☐ No ☐

QA/QC Reporting Level
☐ Standard ☐ No QC ☐ DQA*
☐ NY ASP A* ☐ NY ASP B*
☐ NJ Reduced* ☐ NJ Full*
☐ TIER II* ☐ TIER V*
☐ Other ____

State-specific reporting standards:

Lab Id:	Sample Id:	Date	Time	Type	Matrix	# of VOA Vials	# of Amber Glass	# of Clear Glass	# of Plastic	VOCs/MTBE TCL+10	SVOCs TCL BNA+20	TPH 8100	GLYCOL	RCRA 8 METALS	PCBs	
5524880 01	JB-PT04-SA	11-21-11	1100	G	GW	5	4			X	X	X	X			
05	JB-PT09-SA	11-21-11	1000	G	GW	5	4			X	X	X	X			
04	MS/MSD	11-21-11	1100	G	GW	10	8			X	X	X	X			PARENT → JB-PT04-SA
06	FIELD BLANK	11-21-11	1230	G	X1	5	7			X	X	X	X	X	X	PRESERVE RCRA 8 w/ HNO_3
07	TB	~~11-3-11~~ 11/21/11 EM		G	X1	1				X						TB Collection date changed per client request

Relinquished by:	Received by:	Date:	Time:	Temp°C
[signature]	[signature]	11-22-11	1235	
[signature]	[signature]	11/22/11	~~7:40~~ 2000	

☒ EDD Format EQUIS 4-FILE
☒ E-mail to SHARON MCKECHNIE@AECOM.COM

☐ Ambient ☒ Iced ☐ Refrigerated ☐ Fridge temp ____ °C ☐ Freezer temp ____ °C

Report Date:
21-Dec-11 12:29

☐ Final Report
☐ Re-Issued Report
☑ Revised Report

SPECTRUM ANALYTICAL, INC.
Featuring
HANIBAL TECHNOLOGY

Laboratory Report

AECOM Environment
250 Apollo Drive
Chelmsford, MA 01824
Attn: Raimundo Matos

Project: Jet Blue, JFK Airport
Project #: 60236456

Laboratory ID	Client Sample ID	Matrix	Date Sampled	Date Received
SB40151-01	JB-PT08-MW	Ground Water	29-Nov-11 14:20	30-Nov-11 22:00
SB40151-02	JB-PT11-MW	Ground Water	29-Nov-11 14:45	30-Nov-11 22:00
SB40151-03	MW-7 (ENSR)	Ground Water	30-Nov-11 11:45	30-Nov-11 22:00
SB40151-04	MW-11 (ENSR)	Ground Water	30-Nov-11 09:25	30-Nov-11 22:00
SB40151-05	MW-16 (ENSR)	Ground Water	30-Nov-11 10:15	30-Nov-11 22:00
SB40151-06	MW-11 (PANYNJ)	Ground Water	30-Nov-11 11:55	30-Nov-11 22:00
SB40151-07	MW-15 (PANYNJ)	Ground Water	30-Nov-11 10:40	30-Nov-11 22:00
SB40151-08	Trip Blank-113011	Aqueous	30-Nov-11 00:00	30-Nov-11 22:00
SB40151-09	MW-8 (ENSR)	Ground Water	30-Nov-11 15:10	30-Nov-11 22:00

I attest that the information contained within the report has been reviewed for accuracy and checked against the quality control requirements for each method. These results relate only to the sample(s) as received.
All applicable NELAC requirements have been met.

Massachusetts # M-MA138/MA1110
Connecticut # PH-0777
Florida # E87600/E87936
Maine # MA138
New Hampshire # 2538
New Jersey # MA011/MA012
New York # 11393/11840
Pennsylvania # 68-04426/68-02924
Rhode Island # 98
USDA # S-51435

Authorized by:

Nicole Leja
Laboratory Director

Spectrum Analytical holds certification in the State of New York for the analytes as indicated with an X in the "Cert." column within this report. Please note that the State of New York does not offer certification for all analytes.
Please note that this report contains 83 pages of analytical data plus Chain of Custody document(s). When the Laboratory Report is indicated as revised, this report supersedes any previously dated reports for the laboratory ID(s) referenced above. Where this report identifies subcontracted analyses, copies of the subcontractor's test report are available upon request. This report may not be reproduced, except in full, without written approval from Spectrum Analytical, Inc.

Spectrum Analytical, Inc. is a NELAC accredited laboratory organization and meets NELAC testing standards. Use of the NELAC logo however does not insure that Spectrum is currently accredited for the specific method or analyte indicated. Please refer to our "Quality" web page at www.spectrum-analytical.com for a full listing of our current certifications and fields of accreditation. States in which Spectrum Analytical, Inc. holds NELAC certification are New York, New Hampshire, New Jersey and Florida. All analytical work for Volatile Organic and Air analysis are transferred to and conducted at our 830 Silver Street location (NY-11840, FL-E87936 and NJ-MA012).

CASE NARRATIVE:

The sample temperature upon receipt by Spectrum Analytical courier was recorded as 5.4 degrees Celsius. The condition of these samples was further noted as received on ice. The samples were transported on ice to the laboratory facility and the temperature was recorded at 4.1 degrees Celsius upon receipt at the laboratory. Please refer to the Chain of Custody for details specific to sample receipt times.

An infrared thermometer with a tolerance of +/- 2.0 degrees Celsius was used immediately upon receipt of the samples.

If a Matrix Spike (MS), Matrix Spike Duplicate (MSD) or Duplicate (DUP) was not requested on the Chain of Custody, method criteria may have been fulfilled with a source sample not of this Sample Delivery Group.

See below for any non-conformances and issues relating to quality control samples and/or sample analysis/matrix.

SW846 8260C

Calibration:

1110025

Analyte quantified by quadratic equation type calibration.

Naphthalene

This affected the following samples:

1125519-BLK1
1125519-BS1
1125519-BSD1
MW-11 (ENSR)
S109403-ICV1
S111515-CCV1
Trip Blank-113011

1111027

Analyte quantified by quadratic equation type calibration.

1,1,1,2-Tetrachloroethane
1,1,2,2-Tetrachloroethane
1,2-Dibromo-3-chloropropane
1,4-Dioxane
2,2-Dichloropropane
2-Hexanone (MBK)
4-Methyl-2-pentanone (MIBK)
Bromodichloromethane
Bromoform
Carbon tetrachloride
cis-1,3-Dichloropropene
Dibromochloromethane
trans-1,3-Dichloropropene
trans-1,4-Dichloro-2-butene

SW846 8260C

Calibration:

1111027

This affected the following samples:

1125501-BLK1
1125501-BS1
1125501-BSD1
1125592-BLK1
1125592-BS1
1125592-BSD1
JB-PT08-MW
JB-PT11-MW
MW-11 (PANYNJ)
MW-15 (PANYNJ)
MW-16 (ENSR)
MW-7 (ENSR)
MW-8 (ENSR)
S110747-ICV1
S111513-CCV1
S111555-CCV1

S109403-ICV1

Analyte percent recovery is outside individual acceptance criteria (70-130).

1,2-Dibromo-3-chloropropane (56%)

This affected the following samples:

1125519-BLK1
1125519-BS1
1125519-BSD1
MW-11 (ENSR)
S111515-CCV1
Trip Blank-113011

Laboratory Control Samples:

1125519 BS/BSD

1,1,2-Trichlorotrifluoroethane (Freon 113) percent recoveries (131/126) are outside individual acceptance criteria (70-130), but within overall method allowances. All reported results of the following samples are considered to have a potentially high bia

MW-11 (ENSR)
Trip Blank-113011

2,2-Dichloropropane percent recoveries (69/78) are outside individual acceptance criteria (70-130), but within overall method allowances. All reported results of the following samples are considered to have a potentially low bias:

MW-11 (ENSR)
Trip Blank-113011

2-Butanone (MEK) percent recoveries (100/142) are outside individual acceptance criteria (70-130), but within overall method allowances. All reported results of the following samples are considered to have a potentially high bias:

MW-11 (ENSR)
Trip Blank-113011

Acetone percent recoveries (132/145) are outside individual acceptance criteria (70-130), but within overall method allowances. All reported results of the following samples are considered to have a potentially high bias:

MW-11 (ENSR)
Trip Blank-113011

SW846 8260C

Laboratory Control Samples:

1125519 BS/BSD

Ethanol percent recoveries (117/136) are outside individual acceptance criteria (70-130), but within overall method allowances. All reported results of the following samples are considered to have a potentially high bias:

MW-11 (ENSR)
Trip Blank-113011

Tert-Butanol / butyl alcohol percent recoveries (110/133) are outside individual acceptance criteria (70-130), but within overall method allowances. All reported results of the following samples are considered to have a potentially high bias:

MW-11 (ENSR)
Trip Blank-113011

Vinyl chloride percent recoveries (131/120) are outside individual acceptance criteria (70-130), but within overall method allowances. All reported results of the following samples are considered to have a potentially high bias:

MW-11 (ENSR)
Trip Blank-113011

1125592 BS/BSD

Acetone percent recoveries (129/135) are outside individual acceptance criteria (70-130), but within overall method allowances. All reported results of the following samples are considered to have a potentially high bias:

JB-PT11-MW
MW-11 (PANYNJ)
MW-15 (PANYNJ)
MW-16 (ENSR)
MW-7 (ENSR)
MW-8 (ENSR)

Ethyl ether percent recoveries (129/131) are outside individual acceptance criteria (70-130), but within overall method allowances. All reported results of the following samples are considered to have a potentially high bias:

JB-PT11-MW
MW-11 (PANYNJ)
MW-15 (PANYNJ)
MW-16 (ENSR)
MW-7 (ENSR)
MW-8 (ENSR)

Vinyl chloride percent recoveries (135/140) are outside individual acceptance criteria (70-130), but within overall method allowances. All reported results of the following samples are considered to have a potentially high bias:

JB-PT11-MW
MW-11 (PANYNJ)
MW-15 (PANYNJ)
MW-16 (ENSR)
MW-7 (ENSR)
MW-8 (ENSR)

Samples:

S111513-CCV1

SW846 8260C

Samples:

S111513-CCV1

Analyte percent difference is outside individual acceptance criteria (20), but within overall method allowances.

1,1-Dichloroethane (20.1%)
2-Butanone (MEK) (23.3%)
Acetone (24.8%)
Dichlorodifluoromethane (Freon12) (23.6%)
Ethyl ether (22.0%)
Tetrahydrofuran (22.2%)
Trichlorofluoromethane (Freon 11) (22.1%)
Vinyl chloride (27.7%)

This affected the following samples:

1125501-BLK1
1125501-BS1
1125501-BSD1
JB-PT08-MW

S111515-CCV1

Analyte percent difference is outside individual acceptance criteria (20), but within overall method allowances.

1,1,2-Trichlorotrifluoroethane (Freon 113) (30.3%)
1,2,4-Trimethylbenzene (25.0%)
1,3,5-Trimethylbenzene (23.2%)
m,p-Xylene (26.4%)
n-Propylbenzene (21.8%)
sec-Butylbenzene (29.6%)
Styrene (28.2%)
tert-Butylbenzene (30.9%)
Trichlorofluoromethane (Freon 11) (31.6%)

Analyte percent drift is outside individual acceptance criteria (20), but within overall method allowances.

Vinyl chloride (28.8%)

This affected the following samples:

1125519-BLK1
1125519-BS1
1125519-BSD1
MW-11 (ENSR)
Trip Blank-113011

S111555-CCV1

Analyte percent difference is outside individual acceptance criteria (20), but within overall method allowances.

1,1-Dichloroethane (23.7%)
1,1-Dichloroethene (23.8%)
Acetone (29.1%)
Acrylonitrile (23.6%)
Bromomethane (20.1%)
Chloroethane (21.3%)
Chloromethane (21.1%)
Ethyl ether (29.0%)
trans-1,2-Dichloroethene (23.3%)
Trichlorofluoromethane (Freon 11) (22.1%)
Vinyl chloride (35.1%)

SW846 8260C

Samples:

S111555-CCV1

Analyte percent drift is outside individual acceptance criteria (20), but within overall method allowances.

trans-1,4-Dichloro-2-butene (-22.8%)

This affected the following samples:

1125592-BLK1
1125592-BS1
1125592-BSD1
JB-PT11-MW
MW-11 (PANYNJ)
MW-15 (PANYNJ)
MW-16 (ENSR)
MW-7 (ENSR)
MW-8 (ENSR)

SB40151-01 *JB-PT08-MW*

Sample dilution required for high concentration of target analytes to be within the instrument calibration range.

SB40151-02 *JB-PT11-MW*

Sample dilution required for high concentration of target analytes to be within the instrument calibration range.

SB40151-04 *MW-11 (ENSR)*

Sample dilution required for high concentration of target analytes to be within the instrument calibration range.

SW846 8270D

Calibration:

1110020

Analyte quantified by quadratic equation type calibration.

3-Nitroaniline
4,6-Dinitro-2-methylphenol
Benzidine
Carbazole

This affected the following samples:

1125136-DUP1
JB-PT08-MW
S109206-ICV1
S111682-CCV1

1111040

Analyte quantified by quadratic equation type calibration.

Benzidine

SW846 8270D

Calibration:

1111040

This affected the following samples:

JB-PT11-MW
MW-11 (ENSR)
MW-11 (PANYNJ)
MW-15 (PANYNJ)
MW-16 (ENSR)
MW-7 (ENSR)
MW-8 (ENSR)
S111009-ICV1
S111632-CCV1
S111646-CCV1

S109206-ICV1

Analyte percent recovery is outside individual acceptance criteria (70-130).

3-Nitroaniline (140%)
Aniline (132%)
Benzidine (168%)
Bis(2-chloroethoxy)methane (67%)
Carbazole (205%)
Hexachlorobutadiene (69%)

This affected the following samples:

1125136-DUP1
JB-PT08-MW
S111682-CCV1

S111009-ICV1

Analyte percent recovery is outside individual acceptance criteria (70-130).

3-Nitroaniline (61%)

This affected the following samples:

JB-PT11-MW
MW-11 (ENSR)
MW-11 (PANYNJ)
MW-15 (PANYNJ)
MW-16 (ENSR)
MW-7 (ENSR)
MW-8 (ENSR)
S111632-CCV1
S111646-CCV1

Laboratory Control Samples:

1125136 BS/BSD

SW846 8270D

Laboratory Control Samples:

1125136 BS/BSD

Benzidine percent recoveries (7/15) are outside individual acceptance criteria (40-140), but within overall method allowances. All reported results of the following samples are considered to have a potentially low bias:

JB-PT08-MW
JB-PT11-MW
MW-11 (ENSR)
MW-11 (PANYNJ)
MW-15 (PANYNJ)
MW-16 (ENSR)
MW-7 (ENSR)
MW-8 (ENSR)

Benzoic acid percent recoveries (32/32) are outside individual acceptance criteria (40-130), but within overall method allowances. All reported results of the following samples are considered to have a potentially low bias:

JB-PT08-MW
JB-PT11-MW
MW-11 (ENSR)
MW-11 (PANYNJ)
MW-15 (PANYNJ)
MW-16 (ENSR)
MW-7 (ENSR)
MW-8 (ENSR)

Bis(2-chloroisopropyl)ether percent recoveries (23/23) are outside individual acceptance criteria (40-130), but within overall method allowances. All reported results of the following samples are considered to have a potentially low bias:

JB-PT08-MW
JB-PT11-MW
MW-11 (ENSR)
MW-11 (PANYNJ)
MW-15 (PANYNJ)
MW-16 (ENSR)
MW-7 (ENSR)
MW-8 (ENSR)

Hexachloroethane percent recoveries (39/42) are outside individual acceptance criteria (40-130), but within overall method allowances. All reported results of the following samples are considered to have a potentially low bias:

JB-PT08-MW
JB-PT11-MW
MW-11 (ENSR)
MW-11 (PANYNJ)
MW-15 (PANYNJ)
MW-16 (ENSR)
MW-7 (ENSR)
MW-8 (ENSR)

Isophorone percent recoveries (38/37) are outside individual acceptance criteria (40-130), but within overall method allowances. All reported results of the following samples are considered to have a potentially low bias:

JB-PT08-MW
JB-PT11-MW
MW-11 (ENSR)
MW-11 (PANYNJ)
MW-15 (PANYNJ)
MW-16 (ENSR)
MW-7 (ENSR)
MW-8 (ENSR)

SW846 8270D

Laboratory Control Samples:

1125136 BS/BSD

Nitrobenzene percent recoveries (38/39) are outside individual acceptance criteria (40-130), but within overall method allowances. All reported results of the following samples are considered to have a potentially low bias:

JB-PT08-MW
JB-PT11-MW
MW-11 (ENSR)
MW-11 (PANYNJ)
MW-15 (PANYNJ)
MW-16 (ENSR)
MW-7 (ENSR)
MW-8 (ENSR)

N-Nitrosodimethylamine percent recoveries (30/29) are outside individual acceptance criteria (40-130), but within overall method allowances. All reported results of the following samples are considered to have a potentially low bias:

JB-PT08-MW
JB-PT11-MW
MW-11 (ENSR)
MW-11 (PANYNJ)
MW-15 (PANYNJ)
MW-16 (ENSR)
MW-7 (ENSR)
MW-8 (ENSR)

Phenol percent recoveries (28/28) are outside individual acceptance criteria (40-130), but within overall method allowances. All reported results of the following samples are considered to have a potentially low bias:

JB-PT08-MW
JB-PT11-MW
MW-11 (ENSR)
MW-11 (PANYNJ)
MW-15 (PANYNJ)
MW-16 (ENSR)
MW-7 (ENSR)
MW-8 (ENSR)

Pyridine percent recoveries (15/22) are outside individual acceptance criteria (40-140), but within overall method allowances. All reported results of the following samples are considered to have a potentially low bias:

JB-PT08-MW
JB-PT11-MW
MW-11 (ENSR)
MW-11 (PANYNJ)
MW-15 (PANYNJ)
MW-16 (ENSR)
MW-7 (ENSR)
MW-8 (ENSR)

1125136 BSD

Benzidine RPD 69% (20%) is outside individual acceptance criteria, but within overall method allowances.

Pyridine RPD 38% (20%) is outside individual acceptance criteria, but within overall method allowances.

Duplicates:

1125136-DUP1 *Source: SB40151-01*

Sample dilution required for high concentration of target analytes to be within the instrument calibration range.

SW846 8270D

Samples:

S111460-CCV1

Analyte percent difference is outside individual acceptance criteria (20), but within overall method allowances.

2-Nitroaniline (27.6%)
4,6-Dinitro-2-methylphenol (34.2%)
4-Nitrophenol (77.2%)
Benzo (k) fluoranthene (-33.7%)
Benzyl alcohol (39.7%)
Hexachloroethane (-24.5%)
Pentachlorophenol (45.4%)
Pyridine (-39.8%)

Analyte percent drift is outside individual acceptance criteria (20), but within overall method allowances.

Bis(2-chloroisopropyl)ether (-54.2%)

This affected the following samples:

1125136-BLK1
1125136-BS1
1125136-BSD1

S111632-CCV1

Analyte percent difference is outside individual acceptance criteria (20), but within overall method allowances.

3,3'-Dichlorobenzidine (23.6%)
3-Nitroaniline (21.6%)
4-Nitrophenol (29.9%)
Azobenzene/Diphenyldiazine (24.8%)
Bis(2-chloroisopropyl)ether (20.9%)
Carbazole (21.5%)
Pyridine (23.3%)

This affected the following samples:

MW-11 (PANYNJ)
MW-15 (PANYNJ)
MW-16 (ENSR)
MW-7 (ENSR)
MW-8 (ENSR)

S111646-CCV1

Analyte percent difference is outside individual acceptance criteria (20), but within overall method allowances.

3,3'-Dichlorobenzidine (26.6%)
Azobenzene/Diphenyldiazine (21.5%)
Bis(2-chloroisopropyl)ether (22.6%)
Di-n-octyl phthalate (24.7%)
Pentachlorophenol (-24.4%)

Analyte percent drift is outside individual acceptance criteria (20), but within overall method allowances.

Benzidine (-34.9%)

This affected the following samples:

JB-PT11-MW
MW-11 (ENSR)

S111682-CCV1

SW846 8270D

Samples:

S111682-CCV1

Analyte percent difference is outside individual acceptance criteria (20), but within overall method allowances.

4-Nitrophenol (-37.0%)
Benzyl alcohol (-25.1%)
Diethyl phthalate (39.8%)
Dimethyl phthalate (29.8%)
Di-n-butyl phthalate (27.1%)
Di-n-octyl phthalate (42.0%)
Fluorene (36.5%)
Hexachlorobutadiene (29.4%)
Hexachloroethane (26.2%)
N-Nitrosodimethylamine (-33.7%)
N-Nitrosodiphenylamine (31.2%)
Pentachloronitrobenzene (76.8%)
Pentachlorophenol (-46.0%)
Pyridine (-25.9%)

Analyte percent drift is outside individual acceptance criteria (20), but within overall method allowances.

4,6-Dinitro-2-methylphenol (48.7%)

This affected the following samples:

1125136-DUP1
JB-PT08-MW

SB40151-01 *JB-PT08-MW*

Sample dilution required for high concentration of target analytes to be within the instrument calibration range.

SB40151-02 *JB-PT11-MW*

Sample dilution required for high concentration of target analytes to be within the instrument calibration range.

SB40151-04 *MW-11 (ENSR)*

The Reporting Limit has been raised to account for matrix interference.

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT08-MW SB40151-01	60236456	Ground Water	29-Nov-11 14:20	30-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cer.
Volatile Organic Compounds													
Volatile Organic Compounds			GS1										
Prepared by method SW846 5030 Water MS													
76-13-1	1,1,2-Trichlorotrifluoroethane (Freon 113)	< 5.0		µg/l	5.0	3.2	5	SW846 8260C	07-Dec-11	08-Dec-11	NAA	1125501	X
67-64-1	Acetone	83.6		µg/l	50.0	12.8	5	"	"	"	"	"	X
107-13-1	Acrylonitrile	< 2.5		µg/l	2.5	2.3	5	"	"	"	"	"	X
71-43-2	Benzene	< 5.0		µg/l	5.0	3.3	5	"	"	"	"	"	X
108-86-1	Bromobenzene	< 5.0		µg/l	5.0	3.6	5	"	"	"	"	"	
74-97-5	Bromochloromethane	< 5.0		µg/l	5.0	3.6	5	"	"	"	"	"	X
75-27-4	Bromodichloromethane	< 2.5		µg/l	2.5	2.4	5	"	"	"	"	"	X
75-25-2	Bromoform	< 5.0		µg/l	5.0	3.0	5	"	"	"	"	"	X
74-83-9	Bromomethane	< 10.0		µg/l	10.0	5.7	5	"	"	"	"	"	X
78-93-3	2-Butanone (MEK)	< 50.0		µg/l	50.0	8.7	5	"	"	"	"	"	X
104-51-8	n-Butylbenzene	< 5.0		µg/l	5.0	2.8	5	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	< 5.0		µg/l	5.0	4.1	5	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	< 5.0		µg/l	5.0	3.7	5	"	"	"	"	"	X
75-15-0	Carbon disulfide	< 10.0		µg/l	10.0	3.1	5	"	"	"	"	"	X
56-23-5	Carbon tetrachloride	< 5.0		µg/l	5.0	2.7	5	"	"	"	"	"	X
108-90-7	Chlorobenzene	< 5.0		µg/l	5.0	3.3	5	"	"	"	"	"	X
75-00-3	Chloroethane	< 10.0		µg/l	10.0	5.2	5	"	"	"	"	"	X
67-66-3	Chloroform	< 5.0		µg/l	5.0	3.4	5	"	"	"	"	"	X
74-87-3	Chloromethane	< 10.0		µg/l	10.0	7.4	5	"	"	"	"	"	X
95-49-8	2-Chlorotoluene	< 5.0		µg/l	5.0	4.0	5	"	"	"	"	"	X
106-43-4	4-Chlorotoluene	< 5.0		µg/l	5.0	3.7	5	"	"	"	"	"	X
96-12-8	1,2-Dibromo-3-chloropropane	< 10.0		µg/l	10.0	4.6	5	"	"	"	"	"	X
124-48-1	Dibromochloromethane	< 2.5		µg/l	2.5	1.4	5	"	"	"	"	"	X
106-93-4	1,2-Dibromoethane (EDB)	< 2.5		µg/l	2.5	1.6	5	"	"	"	"	"	X
74-95-3	Dibromomethane	< 5.0		µg/l	5.0	3.3	5	"	"	"	"	"	X
95-50-1	1,2-Dichlorobenzene	< 5.0		µg/l	5.0	3.3	5	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 5.0		µg/l	5.0	3.6	5	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 5.0		µg/l	5.0	3.1	5	"	"	"	"	"	X
75-71-8	Dichlorodifluoromethane (Freon12)	< 10.0		µg/l	10.0	2.2	5	"	"	"	"	"	X
75-34-3	1,1-Dichloroethane	< 5.0		µg/l	5.0	3.4	5	"	"	"	"	"	X
107-06-2	1,2-Dichloroethane	< 5.0		µg/l	5.0	3.9	5	"	"	"	"	"	X
75-35-4	1,1-Dichloroethene	< 5.0		µg/l	5.0	2.4	5	"	"	"	"	"	X
156-59-2	cis-1,2-Dichloroethene	< 5.0		µg/l	5.0	3.6	5	"	"	"	"	"	X
156-60-5	trans-1,2-Dichloroethene	< 5.0		µg/l	5.0	3.4	5	"	"	"	"	"	X
78-87-5	1,2-Dichloropropane	< 5.0		µg/l	5.0	3.6	5	"	"	"	"	"	X
142-28-9	1,3-Dichloropropane	< 5.0		µg/l	5.0	4.0	5	"	"	"	"	"	X
594-20-7	2,2-Dichloropropane	< 5.0		µg/l	5.0	3.0	5	"	"	"	"	"	X
563-58-6	1,1-Dichloropropene	< 5.0		µg/l	5.0	3.2	5	"	"	"	"	"	X
10061-01-5	cis-1,3-Dichloropropene	< 2.5		µg/l	2.5	1.3	5	"	"	"	"	"	X
10061-02-6	trans-1,3-Dichloropropene	< 2.5		µg/l	2.5	2.5	5	"	"	"	"	"	X
100-41-4	Ethylbenzene	< 5.0		µg/l	5.0	3.7	5	"	"	"	"	"	X
87-68-3	Hexachlorobutadiene	< 2.5		µg/l	2.5	2.2	5	"	"	"	"	"	X
591-78-6	2-Hexanone (MBK)	< 50.0		µg/l	50.0	2.7	5	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT08-MW SB40151-01	60236456	Ground Water	29-Nov-11 14:20	30-Nov-11

S No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Volatile Organic Compounds			GS1										
Prepared by method SW846 5030 Water MS													
98-82-8	Isopropylbenzene	< 5.0		µg/l	5.0	3.1	5	SW846 8260C	07-Dec-11	08-Dec-11	NAA	1125501	X
99-87-6	4-Isopropyltoluene	< 5.0		µg/l	5.0	3.0	5	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 5.0		µg/l	5.0	3.3	5	"	"	"	"	"	X
108-10-1	4-Methyl-2-pentanone (MIBK)	< 50.0		µg/l	50.0	4.7	5	"	"	"	"	"	X
75-09-2	Methylene chloride	< 10.0		µg/l	10.0	3.4	5	"	"	"	"	"	X
91-20-3	Naphthalene	< 5.0		µg/l	5.0	1.7	5	"	"	"	"	"	X
103-65-1	n-Propylbenzene	< 5.0		µg/l	5.0	3.8	5	"	"	"	"	"	X
100-42-5	Styrene	< 5.0		µg/l	5.0	3.1	5	"	"	"	"	"	X
630-20-6	1,1,1,2-Tetrachloroethane	< 5.0		µg/l	5.0	3.1	5	"	"	"	"	"	X
79-34-5	1,1,2,2-Tetrachloroethane	< 2.5		µg/l	2.5	1.7	5	"	"	"	"	"	X
127-18-4	Tetrachloroethene	< 5.0		µg/l	5.0	3.7	5	"	"	"	"	"	X
108-88-3	Toluene	< 5.0		µg/l	5.0	4.1	5	"	"	"	"	"	X
87-61-6	1,2,3-Trichlorobenzene	< 5.0		µg/l	5.0	1.9	5	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 5.0		µg/l	5.0	1.8	5	"	"	"	"	"	X
108-70-3	1,3,5-Trichlorobenzene	< 5.0		µg/l	5.0	3.9	5	"	"	"	"	"	
71-55-6	1,1,1-Trichloroethane	< 5.0		µg/l	5.0	2.9	5	"	"	"	"	"	X
79-00-5	1,1,2-Trichloroethane	< 5.0		µg/l	5.0	3.2	5	"	"	"	"	"	X
79-01-6	Trichloroethene	< 5.0		µg/l	5.0	3.8	5	"	"	"	"	"	X
l-4	Trichlorofluoromethane (Freon 11)	< 5.0		µg/l	5.0	3.1	5	"	"	"	"	"	X
96-18-4	1,2,3-Trichloropropane	< 5.0		µg/l	5.0	3.7	5	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	< 5.0		µg/l	5.0	3.8	5	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 5.0		µg/l	5.0	3.7	5	"	"	"	"	"	X
75-01-4	Vinyl chloride	< 5.0		µg/l	5.0	4.0	5	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 10.0		µg/l	10.0	8.2	5	"	"	"	"	"	X
95-47-6	o-Xylene	< 5.0		µg/l	5.0	4.4	5	"	"	"	"	"	X
109-99-9	Tetrahydrofuran	< 10.0		µg/l	10.0	7.2	5	"	"	"	"	"	
60-29-7	Ethyl ether	< 5.0		µg/l	5.0	3.5	5	"	"	"	"	"	
994-05-8	Tert-amyl methyl ether	< 5.0		µg/l	5.0	3.6	5	"	"	"	"	"	X
637-92-3	Ethyl tert-butyl ether	< 5.0		µg/l	5.0	3.9	5	"	"	"	"	"	X
108-20-3	Di-isopropyl ether	< 5.0		µg/l	5.0	3.6	5	"	"	"	"	"	X
75-65-0	Tert-Butanol / butyl alcohol	< 50.0		µg/l	50.0	43.2	5	"	"	"	"	"	X
123-91-1	1,4-Dioxane	< 100		µg/l	100	70.1	5	"	"	"	"	"	X
110-57-6	trans-1,4-Dichloro-2-buten e	< 25.0		µg/l	25.0	3.8	5	"	"	"	"	"	X
64-17-5	Ethanol	< 2000		µg/l	2000	178	5	"	"	"	"	"	X
Surrogate recoveries:													
460-00-4	*4-Bromofluorobenzene*	*97*			*70-130 %*			"	"	"	"	"	
2037-26-5	*Toluene-d8*	*99*			*70-130 %*			"	"	"	"	"	
17060-07-0	*1,2-Dichloroethane-d4*	*111*			*70-130 %*			"	"	"	"	"	
1868-53-7	*Dibromofluoromethane*	*100*			*70-130 %*			"	"	"	"	"	
tatively Identified Compounds by GC/MS													
epared by method SW846 5030 Water MS													

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT08-MW	60236456	Ground Water	29-Nov-11 14:20	30-Nov-11
SB40151-01				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cer.
Volatile Organic Compounds													
Tentatively Identified Compounds by GC/MS													
Prepared by method SW846 5030 Water MS													
	Tentatively Identified Compounds	None found		µg/l			5	SW846 8260C TICs	07-Dec-11	08-Dec-11	NAA	1125501	
Organic Compounds by Modified SW846 8015													
Glycol Analysis													
Prepared by method SW846 8015 Mod.													
111-46-6	Diethylene glycol	< 20.0		mg/l	20.0	3.93	1	SW846 8015 Mod	03-Dec-11	08-Dec-11	SEW	1125087	
107-21-1	Ethylene glycol	< 10.0		mg/l	10.0	6.13	1	"	"	"	"	"	
111-76-2	Ethylene glycol monobutyl ether	< 10.0		mg/l	10.0	2.10	1	"	"	"	"	"	
57-55-6	Propylene glycol	< 10.0		mg/l	10.0	6.42	1	"	"	"	"	"	
Surrogate recoveries:													
71-41-0	*1-Pentanol*	*108*			*40-140 %*			"	"	"	"	"	
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds			GS1										
Prepared by method SW846 3510C													
83-32-9	Acenaphthene	< 134		µg/l	134	21.8	25	SW846 8270D	02-Dec-11	12-Dec-11	ML	1125136	X
208-96-8	Acenaphthylene	< 134		µg/l	134	27.2	25	"	"	"	"	"	X
62-53-3	Aniline	< 134		µg/l	134	57.3	25	"	"	"	"	"	X
120-12-7	Anthracene	< 134		µg/l	134	19.9	25	"	"	"	"	"	X
103-33-3	Azobenzene/Diphenyldiazine	< 134		µg/l	134	28.8	25	"	"	"	"	"	
92-87-5	Benzidine	< 134		µg/l	134	79.8	25	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	< 134		µg/l	134	15.1	25	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	< 134		µg/l	134	22.6	25	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	< 134		µg/l	134	25.8	25	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	< 134		µg/l	134	39.0	25	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	< 134		µg/l	134	40.9	25	"	"	"	"	"	X
65-85-0	Benzoic acid	927		µg/l	134	42.2	25	"	"	"	"	"	X
100-51-6	Benzyl alcohol	< 134		µg/l	134	41.1	25	"	"	"	"	"	X
111-91-1	Bis(2-chloroethoxy)methane	< 134		µg/l	134	28.5	25	"	"	"	"	"	X
111-44-4	Bis(2-chloroethyl)ether	< 134		µg/l	134	30.1	25	"	"	"	"	"	X
108-60-1	Bis(2-chloroisopropyl)ether	< 134		µg/l	134	33.1	25	"	"	"	"	"	X
117-81-7	Bis(2-ethylhexyl)phthalate	< 134		µg/l	134	45.2	25	"	"	"	"	"	X
101-55-3	4-Bromophenyl phenyl ether	< 134		µg/l	134	35.2	25	"	"	"	"	"	X
85-68-7	Butyl benzyl phthalate	< 134		µg/l	134	20.2	25	"	"	"	"	"	X
86-74-8	Carbazole	< 134		µg/l	134	54.3	25	"	"	"	"	"	X
59-50-7	4-Chloro-3-methylphenol	< 134		µg/l	134	39.0	25	"	"	"	"	"	X
106-47-8	4-Chloroaniline	< 134		µg/l	134	31.7	25	"	"	"	"	"	X
91-58-7	2-Chloronaphthalene	< 134		µg/l	134	17.7	25	"	"	"	"	"	X
95-57-8	2-Chlorophenol	< 134		µg/l	134	22.6	25	"	"	"	"	"	X
7005-72-3	4-Chlorophenyl phenyl ether	< 134		µg/l	134	26.3	25	"	"	"	"	"	X
218-01-9	Chrysene	< 134		µg/l	134	17.7	25	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	< 134		µg/l	134	35.2	25	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT08-MW SB40151-01	60236456	Ground Water	29-Nov-11 14:20	30-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds Prepared by method SW846 3510C			GS1										
132-64-9	Dibenzofuran	< 134		µg/l	134	17.7	25	SW846 8270D	02-Dec-11	12-Dec-11	ML	1125136	X
95-50-1	1,2-Dichlorobenzene	< 134		µg/l	134	22.8	25	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 134		µg/l	134	36.3	25	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 134		µg/l	134	19.4	25	"	"	"	"	"	X
91-94-1	3,3'-Dichlorobenzidine	< 134		µg/l	134	54.3	25	"	"	"	"	"	X
120-83-2	2,4-Dichlorophenol	< 134		µg/l	134	35.8	25	"	"	"	"	"	X
84-66-2	Diethyl phthalate	< 134		µg/l	134	33.1	25	"	"	"	"	"	X
131-11-3	Dimethyl phthalate	< 134		µg/l	134	22.8	25	"	"	"	"	"	X
105-67-9	2,4-Dimethylphenol	< 134		µg/l	134	28.2	25	"	"	"	"	"	X
84-74-2	Di-n-butyl phthalate	< 134		µg/l	134	36.0	25	"	"	"	"	"	X
534-52-1	4,6-Dinitro-2-methylphenol	< 134		µg/l	134	51.6	25	"	"	"	"	"	X
51-28-5	2,4-Dinitrophenol	< 134		µg/l	134	86.3	25	"	"	"	"	"	X
121-14-2	2,4-Dinitrotoluene	< 134		µg/l	134	34.4	25	"	"	"	"	"	X
606-20-2	2,6-Dinitrotoluene	< 134		µg/l	134	29.3	25	"	"	"	"	"	X
117-84-0	Di-n-octyl phthalate	< 134		µg/l	134	35.5	25	"	"	"	"	"	X
206-44-0	Fluoranthene	< 134		µg/l	134	57.5	25	"	"	"	"	"	X
86-73-7	Fluorene	< 134		µg/l	134	24.5	25	"	"	"	"	"	X
118-74-1	Hexachlorobenzene	< 134		µg/l	134	32.5	25	"	"	"	"	"	X
87-68-3	Hexachlorobutadiene	< 134		µg/l	134	35.5	25	"	"	"	"	"	X
77-47-4	Hexachlorocyclopentadiene	< 134		µg/l	134	36.3	25	"	"	"	"	"	X
67-72-1	Hexachloroethane	< 134		µg/l	134	30.1	25	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	< 134		µg/l	134	36.0	25	"	"	"	"	"	X
78-59-1	Isophorone	< 134		µg/l	134	28.8	25	"	"	"	"	"	X
91-57-6	2-Methylnaphthalene	< 134		µg/l	134	34.4	25	"	"	"	"	"	X
95-48-7	2-Methylphenol	< 134		µg/l	134	22.8	25	"	"	"	"	"	X
108-39-4, 106-44-5	3 & 4-Methylphenol	< 269		µg/l	269	29.3	25	"	"	"	"	"	X
91-20-3	Naphthalene	< 134		µg/l	134	20.2	25	"	"	"	"	"	X
88-74-4	2-Nitroaniline	< 134		µg/l	134	28.5	25	"	"	"	"	"	X
99-09-2	3-Nitroaniline	< 134		µg/l	134	42.7	25	"	"	"	"	"	X
100-01-6	4-Nitroaniline	< 538		µg/l	538	123	25	"	"	"	"	"	X
98-95-3	Nitrobenzene	< 134		µg/l	134	25.8	25	"	"	"	"	"	X
88-75-5	2-Nitrophenol	< 134		µg/l	134	35.2	25	"	"	"	"	"	X
100-02-7	4-Nitrophenol	< 538		µg/l	538	69.1	25	"	"	"	"	"	X
62-75-9	N-Nitrosodimethylamine	< 134		µg/l	134	56.2	25	"	"	"	"	"	X
621-64-7	N-Nitrosodi-n-propylamine	< 134		µg/l	134	29.8	25	"	"	"	"	"	X
86-30-6	N-Nitrosodiphenylamine	< 134		µg/l	134	30.6	25	"	"	"	"	"	X
87-86-5	Pentachlorophenol	< 538		µg/l	538	47.8	25	"	"	"	"	"	X
85-01-8	Phenanthrene	< 134		µg/l	134	16.1	25	"	"	"	"	"	X
108-95-2	Phenol	< 134		µg/l	134	28.2	25	"	"	"	"	"	X
129-00-0	Pyrene	< 134		µg/l	134	66.4	25	"	"	"	"	"	X
110-86-1	Pyridine	< 134		µg/l	134	49.2	25	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 134		µg/l	134	26.6	25	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	< 134		µg/l	134	29.6	25	"	"	"	"	"	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT08-MW SB40151-01	60236456	Ground Water	29-Nov-11 14:20	30-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Ce.
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds			GS1										
Prepared by method SW846 3510C													
95-95-4	2,4,5-Trichlorophenol	< 134		µg/l	134	39.5	25	SW846 8270D	02-Dec-11	12-Dec-11	ML	1125136	X
88-06-2	2,4,6-Trichlorophenol	< 134		µg/l	134	26.1	25	"	"	"	"	"	X
82-68-8	Pentachloronitrobenzene	< 134		µg/l	134	43.3	25	"	"	"	"	"	X
95-94-3	1,2,4,5-Tetrachlorobenzene	< 134		µg/l	134	18.5	25	"	"	"	"	"	X
Surrogate recoveries:													
321-60-8	*2-Fluorobiphenyl*	*51*			*30-130 %*			"	"	"	"	"	
367-12-4	*2-Fluorophenol*	*40*			*15-110 %*			"	"	"	"	"	
4165-60-0	*Nitrobenzene-d5*	*62*			*30-130 %*			"	"	"	"	"	
4165-62-2	*Phenol-d5*	*28*			*15-110 %*			"	"	"	"	"	
1718-51-0	*Terphenyl-dl4*	*57*			*30-130 %*			"	"	"	"	"	
118-79-6	*2,4,6-Tribromophenol*	*46*			*15-110 %*			"	"	"	"	"	
Tentatively Identified Compounds													
Prepared by method SW846 3510C													
056554-54-2	Butanoic acid, 2-ethyl-, 1,...	443	TIC	µg/l			25	8270D TICS	"	"	ML	"	
111-14-8	Heptanoic acid	847	TIC	µg/l			25	"	"	"	"	"	
000109-52-4	Pentanoic acid	344	TIC	µg/l			25	"	"	"	"	"	
Extractable Petroleum Hydrocarbons													
Fingerprinting by GC													
Prepared by method SW846 3510C													
	Total Petroleum Hydrocarbons	25.0		mg/l	0.2	0.02	1	SW846 8100Mod.	02-Dec-11	05-Dec-11	SEW	1125096	
Surrogate recoveries:													
3386-33-2	*1-Chlorooctadecane*	*101*			*40-140 %*			"	"	"	"	"	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT11-MW SB40151-02	60236456	Ground Water	29-Nov-11 14:45	30-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Volatile Organic Compounds			GS1										
Prepared by method SW846 5030 Water MS													
76-13-1	1,1,2-Trichlorotrifluoroethane (Freon 113)	< 5.0		µg/l	5.0	3.2	5	SW846 8260C	08-Dec-11	09-Dec-11	NAA	1125592	X
67-64-1	Acetone	< 50.0		µg/l	50.0	12.8	5	"	"	"	"	"	X
107-13-1	Acrylonitrile	< 2.5		µg/l	2.5	2.3	5	"	"	"	"	"	X
71-43-2	Benzene	< 5.0		µg/l	5.0	3.3	5	"	"	"	"	"	X
108-86-1	Bromobenzene	< 5.0		µg/l	5.0	3.6	5	"	"	"	"	"	
74-97-5	Bromochloromethane	< 5.0		µg/l	5.0	3.6	5	"	"	"	"	"	X
75-27-4	Bromodichloromethane	< 2.5		µg/l	2.5	2.4	5	"	"	"	"	"	X
75-25-2	Bromoform	< 5.0		µg/l	5.0	3.0	5	"	"	"	"	"	X
74-83-9	Bromomethane	< 10.0		µg/l	10.0	5.7	5	"	"	"	"	"	X
78-93-3	2-Butanone (MEK)	< 50.0		µg/l	50.0	8.7	5	"	"	"	"	"	X
104-51-8	n-Butylbenzene	9.8		µg/l	5.0	2.8	5	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	11.2		µg/l	5.0	4.1	5	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	< 5.0		µg/l	5.0	3.7	5	"	"	"	"	"	X
75-15-0	Carbon disulfide	< 10.0		µg/l	10.0	3.1	5	"	"	"	"	"	X
56-23-5	Carbon tetrachloride	< 5.0		µg/l	5.0	2.7	5	"	"	"	"	"	X
108-90-7	Chlorobenzene	< 5.0		µg/l	5.0	3.3	5	"	"	"	"	"	X
75-00-3	Chloroethane	< 10.0		µg/l	10.0	5.2	5	"	"	"	"	"	X
67-66-3	Chloroform	< 5.0		µg/l	5.0	3.4	5	"	"	"	"	"	X
7-3	Chloromethane	< 10.0		µg/l	10.0	7.4	5	"	"	"	"	"	X
95-49-8	2-Chlorotoluene	< 5.0		µg/l	5.0	4.0	5	"	"	"	"	"	X
106-43-4	4-Chlorotoluene	< 5.0		µg/l	5.0	3.7	5	"	"	"	"	"	X
96-12-8	1,2-Dibromo-3-chloropropane	< 10.0		µg/l	10.0	4.6	5	"	"	"	"	"	X
124-48-1	Dibromochloromethane	< 2.5		µg/l	2.5	1.4	5	"	"	"	"	"	X
106-93-4	1,2-Dibromoethane (EDB)	< 2.5		µg/l	2.5	1.6	5	"	"	"	"	"	X
74-95-3	Dibromomethane	< 5.0		µg/l	5.0	3.3	5	"	"	"	"	"	X
95-50-1	1,2-Dichlorobenzene	< 5.0		µg/l	5.0	3.3	5	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 5.0		µg/l	5.0	3.6	5	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 5.0		µg/l	5.0	3.1	5	"	"	"	"	"	X
75-71-8	Dichlorodifluoromethane (Freon12)	< 10.0		µg/l	10.0	2.2	5	"	"	"	"	"	X
75-34-3	1,1-Dichloroethane	< 5.0		µg/l	5.0	3.4	5	"	"	"	"	"	X
107-06-2	1,2-Dichloroethane	< 5.0		µg/l	5.0	3.9	5	"	"	"	"	"	X
75-35-4	1,1-Dichloroethene	< 5.0		µg/l	5.0	2.4	5	"	"	"	"	"	X
156-59-2	cis-1,2-Dichloroethene	< 5.0		µg/l	5.0	3.6	5	"	"	"	"	"	X
156-60-5	trans-1,2-Dichloroethene	< 5.0		µg/l	5.0	3.4	5	"	"	"	"	"	X
78-87-5	1,2-Dichloropropane	< 5.0		µg/l	5.0	3.6	5	"	"	"	"	"	X
142-28-9	1,3-Dichloropropane	< 5.0		µg/l	5.0	4.0	5	"	"	"	"	"	X
594-20-7	2,2-Dichloropropane	< 5.0		µg/l	5.0	3.0	5	"	"	"	"	"	X
563-58-6	1,1-Dichloropropene	< 5.0		µg/l	5.0	3.2	5	"	"	"	"	"	X
10061-01-5	cis-1,3-Dichloropropene	< 2.5		µg/l	2.5	1.3	5	"	"	"	"	"	X
10061-02-6	trans-1,3-Dichloropropene	< 2.5		µg/l	2.5	2.5	5	"	"	"	"	"	X
41-4	Ethylbenzene	< 5.0		µg/l	5.0	3.7	5	"	"	"	"	"	X
-68-3	Hexachlorobutadiene	< 2.5		µg/l	2.5	2.2	5	"	"	"	"	"	X
591-78-6	2-Hexanone (MBK)	< 50.0		µg/l	50.0	2.7	5	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT11-MW SB40151-02	60236456	Ground Water	29-Nov-11 14:45	30-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cer.
Volatile Organic Compounds													
Volatile Organic Compounds			GS1										
Prepared by method SW846 5030 Water MS													
98-82-8	Isopropylbenzene	32.4		µg/l	5.0	3.1	5	SW846 8260C	08-Dec-11	09-Dec-11	NAA	1125592	X
99-87-6	4-Isopropyltoluene	< 5.0		µg/l	5.0	3.0	5	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 5.0		µg/l	5.0	3.3	5	"	"	"	"	"	X
108-10-1	4-Methyl-2-pentanone (MIBK)	< 50.0		µg/l	50.0	4.7	5	"	"	"	"	"	X
75-09-2	Methylene chloride	< 10.0		µg/l	10.0	3.4	5	"	"	"	"	"	X
91-20-3	Naphthalene	351		µg/l	5.0	1.7	5	"	"	"	"	"	X
103-65-1	n-Propylbenzene	46.8		µg/l	5.0	3.8	5	"	"	"	"	"	X
100-42-5	Styrene	< 5.0		µg/l	5.0	3.1	5	"	"	"	"	"	X
630-20-6	1,1,1,2-Tetrachloroethane	< 5.0		µg/l	5.0	3.1	5	"	"	"	"	"	X
79-34-5	1,1,2,2-Tetrachloroethane	< 2.5		µg/l	2.5	1.7	5	"	"	"	"	"	X
127-18-4	Tetrachloroethene	< 5.0		µg/l	5.0	3.7	5	"	"	"	"	"	X
108-88-3	Toluene	< 5.0		µg/l	5.0	4.1	5	"	"	"	"	"	X
87-61-6	1,2,3-Trichlorobenzene	< 5.0		µg/l	5.0	1.9	5	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 5.0		µg/l	5.0	1.8	5	"	"	"	"	"	X
108-70-3	1,3,5-Trichlorobenzene	< 5.0		µg/l	5.0	3.9	5	"	"	"	"	"	
71-55-6	1,1,1-Trichloroethane	< 5.0		µg/l	5.0	2.9	5	"	"	"	"	"	X
79-00-5	1,1,2-Trichloroethane	< 5.0		µg/l	5.0	3.2	5	"	"	"	"	"	X
79-01-6	Trichloroethene	< 5.0		µg/l	5.0	3.8	5	"	"	"	"	"	X
75-69-4	Trichlorofluoromethane (Freon 11)	< 5.0		µg/l	5.0	3.1	5	"	"	"	"	"	X
96-18-4	1,2,3-Trichloropropane	< 5.0		µg/l	5.0	3.7	5	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	11.4		µg/l	5.0	3.8	5	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 5.0		µg/l	5.0	3.7	5	"	"	"	"	"	X
75-01-4	Vinyl chloride	< 5.0		µg/l	5.0	4.0	5	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 10.0		µg/l	10.0	8.2	5	"	"	"	"	"	X
95-47-6	o-Xylene	< 5.0		µg/l	5.0	4.4	5	"	"	"	"	"	X
109-99-9	Tetrahydrofuran	< 10.0		µg/l	10.0	7.2	5	"	"	"	"	"	
60-29-7	Ethyl ether	< 5.0		µg/l	5.0	3.5	5	"	"	"	"	"	
994-05-8	Tert-amyl methyl ether	< 5.0		µg/l	5.0	3.6	5	"	"	"	"	"	X
637-92-3	Ethyl tert-butyl ether	< 5.0		µg/l	5.0	3.9	5	"	"	"	"	"	X
108-20-3	Di-isopropyl ether	< 5.0		µg/l	5.0	3.6	5	"	"	"	"	"	X
75-65-0	Tert-Butanol / butyl alcohol	< 50.0		µg/l	50.0	43.2	5	"	"	"	"	"	X
123-91-1	1,4-Dioxane	< 100		µg/l	100	70.1	5	"	"	"	"	"	X
110-57-6	trans-1,4-Dichloro-2-buten e	< 25.0		µg/l	25.0	3.8	5	"	"	"	"	"	X
64-17-5	Ethanol	< 2000		µg/l	2000	178	5	"	"	"	"	"	X
Surrogate recoveries:													
460-00-4	*4-Bromofluorobenzene*	*101*			*70-130 %*			"	"	"	"	"	
2037-26-5	*Toluene-d8*	*101*			*70-130 %*			"	"	"	"	"	
17060-07-0	*1,2-Dichloroethane-d4*	*114*			*70-130 %*			"	"	"	"	"	
1868-53-7	*Dibromofluoromethane*	*106*			*70-130 %*			"	"	"	"	"	
Tentatively Identified Compounds by GC/MS			TIC										
Prepared by method SW846 5030 Water MS													

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT11-MW	60236456	Ground Water	29-Nov-11 14:45	30-Nov-11
SB40151-02				

AS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Tentatively Identified Compounds by GC/MS			TIC										
Prepared by method SW846 5030 Water MS													
488-23-3	Benzene, 1,2,3,4-tetramethyl-	78.0		µg/l			5	SW846 8260C TICs	08-Dec-11	09-Dec-11	NAA	1125592	
527-53-7	Benzene, 1,2,3,5-tetramethyl-	33.5		µg/l			5	"	"	"	"	"	
000620-14-4	Benzene, 1-ethyl-3-methyl-	29.6		µg/l			5	"	"	"	"	"	
000535-77-3	Benzene, 1-methyl-3-(1-meth...	52.2		µg/l			5	"	"	"	"	"	
	Indan, 1-methyl-	45.9		µg/l			5	"	"	"	"	"	
496-11-7	Indane	53.4		µg/l			5	"	"	"	"	"	
000119-64-2	Naphthalene, 1,2,3,4-tetrah...	62.7		µg/l			5	"	"	"	"	"	
000091-57-6	Naphthalene, 2-methyl- (01)	92.2		µg/l			5	"	"	"	"	"	
Organic Compounds by Modified SW846 8015													
Glycol Analysis													
Prepared by method SW846 8015 Mod.													
111-46-6	Diethylene glycol	< 20.0		mg/l	20.0	3.93	1	SW846 8015 Mod	03-Dec-11	06-Dec-11	SEW	1125087	
107-21-1	Ethylene glycol	< 10.0		mg/l	10.0	6.13	1	"	"	"	"	"	
111-76-2	Ethylene glycol monobutyl ether	< 10.0		mg/l	10.0	2.10	1	"	"	"	"	"	
`-55-6	Propylene glycol	< 10.0		mg/l	10.0	6.42	1	"	"	"	"	"	
Surrogate recoveries:													
71-41-0	*1-Pentanol*	*98*			*40-140 %*			"	"	"	"	"	
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds			GS1										
Prepared by method SW846 3510C													
83-32-9	Acenaphthene	< 29.4		µg/l	29.4	4.76	5	SW846 8270D	02-Dec-11	12-Dec-11	MSL	1125136	X
208-96-8	Acenaphthylene	< 29.4		µg/l	29.4	5.94	5	"	"	"	"	"	X
62-53-3	Aniline	< 29.4		µg/l	29.4	12.5	5	"	"	"	"	"	X
120-12-7	Anthracene	< 29.4		µg/l	29.4	4.35	5	"	"	"	"	"	X
103-33-3	Azobenzene/Diphenyldiazine	< 29.4		µg/l	29.4	6.29	5	"	"	"	"	"	
92-87-5	Benzidine	< 29.4		µg/l	29.4	17.5	5	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	< 29.4		µg/l	29.4	3.29	5	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	< 29.4		µg/l	29.4	4.94	5	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	< 29.4		µg/l	29.4	5.65	5	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	< 29.4		µg/l	29.4	8.53	5	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	< 29.4		µg/l	29.4	8.94	5	"	"	"	"	"	X
65-85-0	Benzoic acid	< 29.4		µg/l	29.4	9.24	5	"	"	"	"	"	X
100-51-6	Benzyl alcohol	< 29.4		µg/l	29.4	9.00	5	"	"	"	"	"	X
111-91-1	Bis(2-chloroethoxy)methane	< 29.4		µg/l	29.4	6.24	5	"	"	"	"	"	X
111-44-4	Bis(2-chloroethyl)ether	< 29.4		µg/l	29.4	6.59	5	"	"	"	"	"	X
108-60-1	Bis(2-chloroisopropyl)ether	< 29.4		µg/l	29.4	7.24	5	"	"	"	"	"	X
-81-7	Bis(2-ethylhexyl)phthalate	< 29.4		µg/l	29.4	9.88	5	"	"	"	"	"	X
101-55-3	4-Bromophenyl phenyl ether	< 29.4		µg/l	29.4	7.71	5	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT11-MW	60236456	Ground Water	29-Nov-11 14:45	30-Nov-11
SB40151-02				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds			GS1										
Prepared by method SW846 3510C													
85-68-7	Butyl benzyl phthalate	< 29.4		µg/l	29.4	4.41	5	SW846 8270D	02-Dec-11	12-Dec-11	MSL	1125136	X
86-74-8	Carbazole	< 29.4		µg/l	29.4	11.9	5	"	"	"	"	"	X
59-50-7	4-Chloro-3-methylphenol	< 29.4		µg/l	29.4	8.53	5	"	"	"	"	"	X
106-47-8	4-Chloroaniline	< 29.4		µg/l	29.4	6.94	5	"	"	"	"	"	X
91-58-7	2-Chloronaphthalene	< 29.4		µg/l	29.4	3.88	5	"	"	"	"	"	X
95-57-8	2-Chlorophenol	< 29.4		µg/l	29.4	4.94	5	"	"	"	"	"	X
7005-72-3	4-Chlorophenyl phenyl ether	< 29.4		µg/l	29.4	5.76	5	"	"	"	"	"	X
218-01-9	Chrysene	< 29.4		µg/l	29.4	3.88	5	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	< 29.4		µg/l	29.4	7.71	5	"	"	"	"	"	X
132-64-9	Dibenzofuran	< 29.4		µg/l	29.4	3.88	5	"	"	"	"	"	X
95-50-1	1,2-Dichlorobenzene	< 29.4		µg/l	29.4	5.00	5	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 29.4		µg/l	29.4	7.94	5	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 29.4		µg/l	29.4	4.24	5	"	"	"	"	"	X
91-94-1	3,3'-Dichlorobenzidine	< 29.4		µg/l	29.4	11.9	5	"	"	"	"	"	X
120-83-2	2,4-Dichlorophenol	< 29.4		µg/l	29.4	7.82	5	"	"	"	"	"	X
84-66-2	Diethyl phthalate	< 29.4		µg/l	29.4	7.24	5	"	"	"	"	"	X
131-11-3	Dimethyl phthalate	< 29.4		µg/l	29.4	5.00	5	"	"	"	"	"	X
105-67-9	2,4-Dimethylphenol	< 29.4		µg/l	29.4	6.18	5	"	"	"	"	"	X
84-74-2	Di-n-butyl phthalate	< 29.4		µg/l	29.4	7.88	5	"	"	"	"	"	X
534-52-1	4,6-Dinitro-2-methylphenol	< 29.4		µg/l	29.4	11.3	5	"	"	"	"	"	X
51-28-5	2,4-Dinitrophenol	< 29.4		µg/l	29.4	18.9	5	"	"	"	"	"	X
121-14-2	2,4-Dinitrotoluene	< 29.4		µg/l	29.4	7.53	5	"	"	"	"	"	X
606-20-2	2,6-Dinitrotoluene	< 29.4		µg/l	29.4	6.41	5	"	"	"	"	"	X
117-84-0	Di-n-octyl phthalate	< 29.4		µg/l	29.4	7.76	5	"	"	"	"	"	X
206-44-0	Fluoranthene	< 29.4		µg/l	29.4	12.6	5	"	"	"	"	"	X
86-73-7	Fluorene	< 29.4		µg/l	29.4	5.35	5	"	"	"	"	"	X
118-74-1	Hexachlorobenzene	< 29.4		µg/l	29.4	7.12	5	"	"	"	"	"	X
87-68-3	Hexachlorobutadiene	< 29.4		µg/l	29.4	7.76	5	"	"	"	"	"	X
77-47-4	Hexachlorocyclopentadiene	< 29.4		µg/l	29.4	7.94	5	"	"	"	"	"	X
67-72-1	Hexachloroethane	< 29.4		µg/l	29.4	6.59	5	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	< 29.4		µg/l	29.4	7.88	5	"	"	"	"	"	X
78-59-1	Isophorone	< 29.4		µg/l	29.4	6.29	5	"	"	"	"	"	X
91-57-6	2-Methylnaphthalene	83.2		µg/l	29.4	7.53	5	"	"	"	"	"	X
95-48-7	2-Methylphenol	< 29.4		µg/l	29.4	5.00	5	"	"	"	"	"	X
108-39-4, 106-44-5	3 & 4-Methylphenol	< 58.8		µg/l	58.8	6.41	5	"	"	"	"	"	X
91-20-3	Naphthalene	182		µg/l	29.4	4.41	5	"	"	"	"	"	X
88-74-4	2-Nitroaniline	< 29.4		µg/l	29.4	6.24	5	"	"	"	"	"	X
99-09-2	3-Nitroaniline	< 29.4		µg/l	29.4	9.35	5	"	"	"	"	"	X
100-01-6	4-Nitroaniline	< 118		µg/l	118	26.9	5	"	"	"	"	"	X
98-95-3	Nitrobenzene	< 29.4		µg/l	29.4	5.65	5	"	"	"	"	"	X
88-75-5	2-Nitrophenol	< 29.4		µg/l	29.4	7.71	5	"	"	"	"	"	X
100-02-7	4-Nitrophenol	< 118		µg/l	118	15.1	5	"	"	"	"	"	X
62-75-9	N-Nitrosodimethylamine	< 29.4		µg/l	29.4	12.3	5	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT11-MW SB40151-02	60236456	Ground Water	29-Nov-11 14:45	30-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds			GS1										
Prepared by method SW846 3510C													
621-64-7	N-Nitrosodi-n-propylamine	< 29.4		µg/l	29.4	6.53	5	SW846 8270D	02-Dec-11	12-Dec-11	MSL	1125136	X
86-30-6	N-Nitrosodiphenylamine	< 29.4		µg/l	29.4	6.71	5	"	"	"	"	"	X
87-86-5	Pentachlorophenol	< 118		µg/l	118	10.5	5	"	"	"	"	"	X
85-01-8	Phenanthrene	< 29.4		µg/l	29.4	3.53	5	"	"	"	"	"	X
108-95-2	Phenol	< 29.4		µg/l	29.4	6.18	5	"	"	"	"	"	X
129-00-0	Pyrene	< 29.4		µg/l	29.4	14.5	5	"	"	"	"	"	X
110-86-1	Pyridine	< 29.4		µg/l	29.4	10.8	5	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 29.4		µg/l	29.4	5.82	5	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	70.7		µg/l	29.4	6.47	5	"	"	"	"	"	
95-95-4	2,4,5-Trichlorophenol	< 29.4		µg/l	29.4	8.65	5	"	"	"	"	"	X
88-06-2	2,4,6-Trichlorophenol	< 29.4		µg/l	29.4	5.71	5	"	"	"	"	"	X
82-68-8	Pentachloronitrobenzene	< 29.4		µg/l	29.4	9.47	5	"	"	"	"	"	X
95-94-3	1,2,4,5-Tetrachlorobenzene	< 29.4		µg/l	29.4	4.06	5	"	"	"	"	"	X
Surrogate recoveries:													
321-60-8	*2-Fluorobiphenyl*	*81*			*30-130 %*			"	"	"	"	"	
367-12-4	*2-Fluorophenol*	*65*			*15-110 %*			"	"	"	"	"	
4165-60-0	*Nitrobenzene-d5*	*89*			*30-130 %*			"	"	"	"	"	
4165-62-2	*Phenol-d5*	*48*			*15-110 %*			"	"	"	"	"	
1718-51-0	*Terphenyl-d14*	*98*			*30-130 %*			"	"	"	"	"	
118-79-6	*2,4,6-Tribromophenol*	*79*			*15-110 %*			"	"	"	"	"	
Tentatively Identified Compounds													
Prepared by method SW846 3510C													
874-41-9	Benzene, 1-ethyl-2,4-dimethyl-	81.1	TIC	µg/l			5	8270D TICS	"	"	MSL	"	
Extractable Petroleum Hydrocarbons													
Fingerprinting by GC													
Prepared by method SW846 3510C													
	Total Petroleum Hydrocarbons	4.0		mg/l	0.2	0.02	1	SW846 8100Mod.	02-Dec-11	05-Dec-11	SEW	1125096	
Surrogate recoveries:													
3386-33-2	*1-Chlorooctadecane*	*90*			*40-140 %*			"	"	"	"	"	

This laboratory report is not valid without an authorized signature on the cover page.

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-7 (ENSR) SB40151-03	60236456	Ground Water	30-Nov-11 11:45	30-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cer.
Volatile Organic Compounds													
Volatile Organic Compounds Prepared by method SW846 5030 Water MS													
76-13-1	1,1,2-Trichlorotrifluoroethane (Freon 113)	< 1.0		µg/l	1.0	0.6	1	SW846 8260C	08-Dec-11	09-Dec-11	NAA	1125592	X
67-64-1	Acetone	< 10.0		µg/l	10.0	2.6	1	"	"	"	"	"	X
107-13-1	Acrylonitrile	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
71-43-2	Benzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-86-1	Bromobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	
74-97-5	Bromochloromethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-27-4	Bromodichloromethane	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
75-25-2	Bromoform	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
74-83-9	Bromomethane	< 2.0		µg/l	2.0	1.1	1	"	"	"	"	"	X
78-93-3	2-Butanone (MEK)	< 10.0		µg/l	10.0	1.7	1	"	"	"	"	"	X
104-51-8	n-Butylbenzene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-15-0	Carbon disulfide	< 2.0		µg/l	2.0	0.6	1	"	"	"	"	"	X
56-23-5	Carbon tetrachloride	< 1.0		µg/l	1.0	0.5	1	"	"	"	"	"	X
108-90-7	Chlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-00-3	Chloroethane	< 2.0		µg/l	2.0	1.0	1	"	"	"	"	"	X
67-66-3	Chloroform	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
74-87-3	Chloromethane	< 2.0		µg/l	2.0	1.5	1	"	"	"	"	"	)
95-49-8	2-Chlorotoluene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
106-43-4	4-Chlorotoluene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
96-12-8	1,2-Dibromo-3-chloropropane	< 2.0		µg/l	2.0	0.9	1	"	"	"	"	"	X
124-48-1	Dibromochloromethane	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
106-93-4	1,2-Dibromoethane (EDB)	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
74-95-3	Dibromomethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
95-50-1	1,2-Dichlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
75-71-8	Dichlorodifluoromethane (Freon12)	< 2.0		µg/l	2.0	0.4	1	"	"	"	"	"	X
75-34-3	1,1-Dichloroethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
107-06-2	1,2-Dichloroethane	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
75-35-4	1,1-Dichloroethene	< 1.0		µg/l	1.0	0.5	1	"	"	"	"	"	X
156-59-2	cis-1,2-Dichloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
156-60-5	trans-1,2-Dichloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
78-87-5	1,2-Dichloropropane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
142-28-9	1,3-Dichloropropane	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
594-20-7	2,2-Dichloropropane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
563-58-6	1,1-Dichloropropene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
10061-01-5	cis-1,3-Dichloropropene	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
10061-02-6	trans-1,3-Dichloropropene	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
100-41-4	Ethylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	)
87-68-3	Hexachlorobutadiene	< 0.5		µg/l	0.5	0.4	1	"	"	"	"	"	X
591-78-6	2-Hexanone (MBK)	< 10.0		µg/l	10.0	0.5	1	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-7 (ENSR)	60236456	Ground Water	30-Nov-11 11:45	30-Nov-11
SB40151-03				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Volatile Organic Compounds													
Prepared by method SW846 5030 Water MS													
98-82-8	Isopropylbenzene	1.0		µg/l	1.0	0.6	1	SW846 8260C	08-Dec-11	09-Dec-11	NAA	1125592	X
99-87-6	4-Isopropyltoluene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	4.2		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-10-1	4-Methyl-2-pentanone (MIBK)	< 10.0		µg/l	10.0	0.9	1	"	"	"	"	"	X
75-09-2	Methylene chloride	< 2.0		µg/l	2.0	0.7	1	"	"	"	"	"	X
91-20-3	Naphthalene	2.9		µg/l	1.0	0.3	1	"	"	"	"	"	X
103-65-1	n-Propylbenzene	1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
100-42-5	Styrene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
630-20-6	1,1,1,2-Tetrachloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-34-5	1,1,2,2-Tetrachloroethane	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
127-18-4	Tetrachloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-88-3	Toluene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
87-61-6	1,2,3-Trichlorobenzene	< 1.0		µg/l	1.0	0.4	1	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 1.0		µg/l	1.0	0.4	1	"	"	"	"	"	X
108-70-3	1,3,5-Trichlorobenzene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	
71-55-6	1,1,1-Trichloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-00-5	1,1,2-Trichloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-01-6	Trichloroethene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
)-4	Trichlorofluoromethane (Freon 11)	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
96-18-4	1,2,3-Trichloropropane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-01-4	Vinyl chloride	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 2.0		µg/l	2.0	1.6	1	"	"	"	"	"	X
95-47-6	o-Xylene	< 1.0		µg/l	1.0	0.9	1	"	"	"	"	"	X
109-99-9	Tetrahydrofuran	< 2.0		µg/l	2.0	1.4	1	"	"	"	"	"	
60-29-7	Ethyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	
994-05-8	Tert-amyl methyl ether	1.3		µg/l	1.0	0.7	1	"	"	"	"	"	X
637-92-3	Ethyl tert-butyl ether	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
108-20-3	Di-isopropyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-65-0	Tert-Butanol / butyl alcohol	< 10.0		µg/l	10.0	8.6	1	"	"	"	"	"	X
123-91-1	1,4-Dioxane	< 20.0		µg/l	20.0	14.0	1	"	"	"	"	"	X
110-57-6	trans-1,4-Dichloro-2-buten e	< 5.0		µg/l	5.0	0.8	1	"	"	"	"	"	X
64-17-5	Ethanol	< 400		µg/l	400	35.7	1	"	"	"	"	"	X
Surrogate recoveries:													
460-00-4	*4-Bromofluorobenzene*	*97*			*70-130 %*			"	"	"	"	"	
2037-26-5	*Toluene-d8*	*102*			*70-130 %*			"	"	"	"	"	
17060-07-0	*1,2-Dichloroethane-d4*	*112*			*70-130 %*			"	"	"	"	"	
1868-53-7	*Dibromofluoromethane*	*108*			*70-130 %*			"	"	"	"	"	
tatively Identified Compounds by GC/MS			TIC										
epared by method SW846 5030 Water MS													

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-7 (ENSR) SB40151-03	60236456	Ground Water	30-Nov-11 11:45	30-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cer.
Volatile Organic Compounds													
Tentatively Identified Compounds by GC/MS			TIC										
Prepared by method SW846 5030 Water MS													
95-93-2	Benzene, 1,2,4,5-tetramethyl-	5.4		µg/l			1	SW846 8260C TICs	08-Dec-11	09-Dec-11	NAA	1125592	
496-11-7	Indane	6.7		µg/l			1	"	"	"	"	"	
000091-57-6	Naphthalene, 2-methyl-(01)	5.5		µg/l			1	"	"	"	"	"	
Organic Compounds by Modified SW846 8015													
Glycol Analysis													
Prepared by method SW846 8015 Mod.													
111-46-6	Diethylene glycol	< 20.0		mg/l	20.0	3.93	1	SW846 8015 Mod	03-Dec-11	08-Dec-11	SEW	1125087	
107-21-1	Ethylene glycol	< 10.0		mg/l	10.0	6.13	1	"	"	"	"	"	
111-76-2	Ethylene glycol monobutyl ether	< 10.0		mg/l	10.0	2.10	1	"	"	"	"	"	
57-55-6	Propylene glycol	< 10.0		mg/l	10.0	6.42	1	"	"	"	"	"	
Surrogate recoveries:													
71-41-0	*1-Pentanol*	*84*			*40-140 %*			"	"	"	"	"	
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds													
Prepared by method SW846 3510C													
83-32-9	Acenaphthene	< 5.62		µg/l	5.62	0.910	1	SW846 8270D	02-Dec-11	09-Dec-11	MSL	1125136	X
208-96-8	Acenaphthylene	< 5.62		µg/l	5.62	1.13	1	"	"	"	"	"	X
62-53-3	Aniline	< 5.62		µg/l	5.62	2.39	1	"	"	"	"	"	
120-12-7	Anthracene	< 5.62		µg/l	5.62	0.831	1	"	"	"	"	"	X
103-33-3	Azobenzene/Diphenyldiazine	< 5.62		µg/l	5.62	1.20	1	"	"	"	"	"	
92-87-5	Benzidine	< 5.62		µg/l	5.62	3.34	1	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	< 5.62		µg/l	5.62	0.629	1	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	< 5.62		µg/l	5.62	0.944	1	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	< 5.62		µg/l	5.62	1.08	1	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	< 5.62		µg/l	5.62	1.63	1	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	< 5.62		µg/l	5.62	1.71	1	"	"	"	"	"	X
65-85-0	Benzoic acid	< 5.62		µg/l	5.62	1.76	1	"	"	"	"	"	X
100-51-6	Benzyl alcohol	< 5.62		µg/l	5.62	1.72	1	"	"	"	"	"	X
111-91-1	Bis(2-chloroethoxy)methane	< 5.62		µg/l	5.62	1.19	1	"	"	"	"	"	X
111-44-4	Bis(2-chloroethyl)ether	< 5.62		µg/l	5.62	1.26	1	"	"	"	"	"	X
108-60-1	Bis(2-chloroisopropyl)ether	< 5.62		µg/l	5.62	1.38	1	"	"	"	"	"	X
117-81-7	Bis(2-ethylhexyl)phthalate	< 5.62		µg/l	5.62	1.89	1	"	"	"	"	"	X
101-55-3	4-Bromophenyl phenyl ether	< 5.62		µg/l	5.62	1.47	1	"	"	"	"	"	X
85-68-7	Butyl benzyl phthalate	< 5.62		µg/l	5.62	0.843	1	"	"	"	"	"	X
86-74-8	Carbazole	< 5.62		µg/l	5.62	2.27	1	"	"	"	"	"	X
59-50-7	4-Chloro-3-methylphenol	< 5.62		µg/l	5.62	1.63	1	"	"	"	"	"	X
106-47-8	4-Chloroaniline	< 5.62		µg/l	5.62	1.33	1	"	"	"	"	"	X
91-58-7	2-Chloronaphthalene	< 5.62		µg/l	5.62	0.742	1	"	"	"	"	"	X
95-57-8	2-Chlorophenol	< 5.62		µg/l	5.62	0.944	1	"	"	"	"	"	X
7005-72-3	4-Chlorophenyl phenyl ether	< 5.62		µg/l	5.62	1.10	1	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-7 (ENSR)	60236456	Ground Water	30-Nov-11 11:45	30-Nov-11
SB40151-03				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds													
Prepared by method SW846 3510C													
218-01-9	Chrysene	< 5.62		µg/l	5.62	0.742	1	SW846 8270D	02-Dec-11	09-Dec-11	MSL	1125136	X
53-70-3	Dibenzo (a,h) anthracene	< 5.62		µg/l	5.62	1.47	1	"	"	"	"	"	X
132-64-9	Dibenzofuran	< 5.62		µg/l	5.62	0.742	1	"	"	"	"	"	X
95-50-1	1,2-Dichlorobenzene	< 5.62		µg/l	5.62	0.955	1	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 5.62		µg/l	5.62	1.52	1	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 5.62		µg/l	5.62	0.809	1	"	"	"	"	"	X
91-94-1	3,3'-Dichlorobenzidine	< 5.62		µg/l	5.62	2.27	1	"	"	"	"	"	X
120-83-2	2,4-Dichlorophenol	< 5.62		µg/l	5.62	1.49	1	"	"	"	"	"	X
84-66-2	Diethyl phthalate	< 5.62		µg/l	5.62	1.38	1	"	"	"	"	"	X
131-11-3	Dimethyl phthalate	< 5.62		µg/l	5.62	0.955	1	"	"	"	"	"	X
105-67-9	2,4-Dimethylphenol	< 5.62		µg/l	5.62	1.18	1	"	"	"	"	"	X
84-74-2	Di-n-butyl phthalate	< 5.62		µg/l	5.62	1.51	1	"	"	"	"	"	X
534-52-1	4,6-Dinitro-2-methylphenol	< 5.62		µg/l	5.62	2.16	1	"	"	"	"	"	X
51-28-5	2,4-Dinitrophenol	< 5.62		µg/l	5.62	3.61	1	"	"	"	"	"	X
121-14-2	2,4-Dinitrotoluene	< 5.62		µg/l	5.62	1.44	1	"	"	"	"	"	X
606-20-2	2,6-Dinitrotoluene	< 5.62		µg/l	5.62	1.22	1	"	"	"	"	"	X
117-84-0	Di-n-octyl phthalate	< 5.62		µg/l	5.62	1.48	1	"	"	"	"	"	X
206-44-0	Fluoranthene	< 5.62		µg/l	5.62	2.40	1	"	"	"	"	"	X
[illegible]-73-7	Fluorene	< 5.62		µg/l	5.62	1.02	1	"	"	"	"	"	X
74-1	Hexachlorobenzene	< 5.62		µg/l	5.62	1.36	1	"	"	"	"	"	X
87-68-3	Hexachlorobutadiene	< 5.62		µg/l	5.62	1.48	1	"	"	"	"	"	X
77-47-4	Hexachlorocyclopentadiene	< 5.62		µg/l	5.62	1.52	1	"	"	"	"	"	X
67-72-1	Hexachloroethane	< 5.62		µg/l	5.62	1.26	1	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	< 5.62		µg/l	5.62	1.51	1	"	"	"	"	"	X
78-59-1	Isophorone	< 5.62		µg/l	5.62	1.20	1	"	"	"	"	"	X
91-57-6	2-Methylnaphthalene	< 5.62		µg/l	5.62	1.44	1	"	"	"	"	"	X
95-48-7	2-Methylphenol	< 5.62		µg/l	5.62	0.955	1	"	"	"	"	"	X
108-39-4, 106-44-5	3 & 4-Methylphenol	< 11.2		µg/l	11.2	1.22	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 5.62		µg/l	5.62	0.843	1	"	"	"	"	"	X
88-74-4	2-Nitroaniline	< 5.62		µg/l	5.62	1.19	1	"	"	"	"	"	X
99-09-2	3-Nitroaniline	< 5.62		µg/l	5.62	1.79	1	"	"	"	"	"	X
100-01-6	4-Nitroaniline	< 22.5		µg/l	22.5	5.13	1	"	"	"	"	"	X
98-95-3	Nitrobenzene	< 5.62		µg/l	5.62	1.08	1	"	"	"	"	"	X
88-75-5	2-Nitrophenol	< 5.62		µg/l	5.62	1.47	1	"	"	"	"	"	X
100-02-7	4-Nitrophenol	< 22.5		µg/l	22.5	2.89	1	"	"	"	"	"	X
62-75-9	N-Nitrosodimethylamine	< 5.62		µg/l	5.62	2.35	1	"	"	"	"	"	X
621-64-7	N-Nitrosodi-n-propylamine	< 5.62		µg/l	5.62	1.25	1	"	"	"	"	"	X
86-30-6	N-Nitrosodiphenylamine	< 5.62		µg/l	5.62	1.28	1	"	"	"	"	"	X
87-86-5	Pentachlorophenol	< 22.5		µg/l	22.5	2.00	1	"	"	"	"	"	X
85-01-8	Phenanthrene	< 5.62		µg/l	5.62	0.674	1	"	"	"	"	"	X
108-95-2	Phenol	< 5.62		µg/l	5.62	1.18	1	"	"	"	"	"	X
00-0	Pyrene	< 5.62		µg/l	5.62	2.78	1	"	"	"	"	"	X
110-86-1	Pyridine	< 5.62		µg/l	5.62	2.06	1	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-7 (ENSR) SB40151-03	60236456	Ground Water	30-Nov-11 11:45	30-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cer.
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds Prepared by method SW846 3510C													
120-82-1	1,2,4-Trichlorobenzene	< 5.62		µg/l	5.62	1.11	1	SW846 8270D	02-Dec-11	09-Dec-11	MSL	1125136	X
90-12-0	1-Methylnaphthalene	< 5.62		µg/l	5.62	1.24	1	"	"	"	"	"	
95-95-4	2,4,5-Trichlorophenol	< 5.62		µg/l	5.62	1.65	1	"	"	"	"	"	X
88-06-2	2,4,6-Trichlorophenol	< 5.62		µg/l	5.62	1.09	1	"	"	"	"	"	X
82-68-8	Pentachloronitrobenzene	< 5.62		µg/l	5.62	1.81	1	"	"	"	"	"	X
95-94-3	1,2,4,5-Tetrachlorobenzene	< 5.62		µg/l	5.62	0.775	1	"	"	"	"	"	X
Surrogate recoveries:													
321-60-8	*2-Fluorobiphenyl*	*62*			*30-130 %*			"	"	"	"	"	
367-12-4	*2-Fluorophenol*	*50*			*15-110 %*			"	"	"	"	"	
4165-60-0	*Nitrobenzene-d5*	*70*			*30-130 %*			"	"	"	"	"	
4165-62-2	*Phenol-d5*	*36*			*15-110 %*			"	"	"	"	"	
1718-51-0	*Terphenyl-d14*	*74*			*30-130 %*			"	"	"	"	"	
118-79-6	*2,4,6-Tribromophenol*	*65*			*15-110 %*			"	"	"	"	"	
Tentatively Identified Compounds Prepared by method SW846 3510C													
010544-50-0	Cyclic octaatomic sulfur	51.0	TIC	µg/l			1	8270D TICS	"	"	MSL	"	
062238-32-8	Cyclohexane, 1-ethyl-1,4-di...	38.0	TIC	µg/l			1	"	"	"	"	"	
000126-73-8	Tributyl phosphate	123	TIC	µg/l			1	"	"	"	"	"	
Extractable Petroleum Hydrocarbons													
Fingerprinting by GC Prepared by method SW846 3510C													
	Total Petroleum Hydrocarbons	6.0		mg/l	0.2	0.02	1	SW846 8100Mod.	02-Dec-11	05-Dec-11	SEW	1125096	
Surrogate recoveries:													
3386-33-2	*1-Chlorooctadecane*	*102*			*40-140 %*			"	"	"	"	"	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-11 (ENSR)	60236456	Ground Water	30-Nov-11 09:25	30-Nov-11
SB40151-04				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Volatile Organic Compounds			GS1										
Prepared by method SW846 5030 Water MS													
76-13-1	1,1,2-Trichlorotrifluoroethane (Freon 113)	< 50.0		µg/l	50.0	32.4	50	SW846 8260C	07-Dec-11	08-Dec-11	eq	1125519	X
67-64-1	Acetone	3,260		µg/l	500	128	50	"	"	"	"	"	X
107-13-1	Acrylonitrile	< 25.0		µg/l	25.0	23.0	50	"	"	"	"	"	X
71-43-2	Benzene	< 50.0		µg/l	50.0	33.4	50	"	"	"	"	"	X
108-86-1	Bromobenzene	< 50.0		µg/l	50.0	36.0	50	"	"	"	"	"	
74-97-5	Bromochloromethane	< 50.0		µg/l	50.0	35.5	50	"	"	"	"	"	X
75-27-4	Bromodichloromethane	< 25.0		µg/l	25.0	24.0	50	"	"	"	"	"	X
75-25-2	Bromoform	< 50.0		µg/l	50.0	30.2	50	"	"	"	"	"	X
74-83-9	Bromomethane	< 100		µg/l	100	57.0	50	"	"	"	"	"	X
78-93-3	2-Butanone (MEK)	< 500		µg/l	500	86.7	50	"	"	"	"	"	X
104-51-8	n-Butylbenzene	< 50.0		µg/l	50.0	28.1	50	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	< 50.0		µg/l	50.0	41.0	50	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	< 50.0		µg/l	50.0	37.2	50	"	"	"	"	"	X
75-15-0	Carbon disulfide	< 100		µg/l	100	31.4	50	"	"	"	"	"	X
56-23-5	Carbon tetrachloride	< 50.0		µg/l	50.0	27.4	50	"	"	"	"	"	X
108-90-7	Chlorobenzene	< 50.0		µg/l	50.0	32.7	50	"	"	"	"	"	X
75-00-3	Chloroethane	< 100		µg/l	100	51.6	50	"	"	"	"	"	X
67-66-3	Chloroform	< 50.0		µg/l	50.0	34.4	50	"	"	"	"	"	X
-3	Chloromethane	< 100		µg/l	100	73.6	50	"	"	"	"	"	X
95-49-8	2-Chlorotoluene	< 50.0		µg/l	50.0	39.6	50	"	"	"	"	"	X
106-43-4	4-Chlorotoluene	< 50.0		µg/l	50.0	36.6	50	"	"	"	"	"	X
96-12-8	1,2-Dibromo-3-chloropropane	< 100		µg/l	100	46.4	50	"	"	"	"	"	X
124-48-1	Dibromochloromethane	< 25.0		µg/l	25.0	14.4	50	"	"	"	"	"	X
106-93-4	1,2-Dibromoethane (EDB)	< 25.0		µg/l	25.0	16.4	50	"	"	"	"	"	X
74-95-3	Dibromomethane	< 50.0		µg/l	50.0	33.3	50	"	"	"	"	"	X
95-50-1	1,2-Dichlorobenzene	< 50.0		µg/l	50.0	33.4	50	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 50.0		µg/l	50.0	35.6	50	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 50.0		µg/l	50.0	31.2	50	"	"	"	"	"	X
75-71-8	Dichlorodifluoromethane (Freon12)	< 100		µg/l	100	22.4	50	"	"	"	"	"	X
75-34-3	1,1-Dichloroethane	< 50.0		µg/l	50.0	34.0	50	"	"	"	"	"	X
107-06-2	1,2-Dichloroethane	< 50.0		µg/l	50.0	39.0	50	"	"	"	"	"	X
75-35-4	1,1-Dichloroethene	< 50.0		µg/l	50.0	24.4	50	"	"	"	"	"	X
156-59-2	cis-1,2-Dichloroethene	< 50.0		µg/l	50.0	35.8	50	"	"	"	"	"	X
156-60-5	trans-1,2-Dichloroethene	< 50.0		µg/l	50.0	34.0	50	"	"	"	"	"	X
78-87-5	1,2-Dichloropropane	< 50.0		µg/l	50.0	35.6	50	"	"	"	"	"	X
142-28-9	1,3-Dichloropropane	< 50.0		µg/l	50.0	40.4	50	"	"	"	"	"	X
594-20-7	2,2-Dichloropropane	< 50.0		µg/l	50.0	30.2	50	"	"	"	"	"	X
563-58-6	1,1-Dichloropropene	< 50.0		µg/l	50.0	31.8	50	"	"	"	"	"	X
10061-01-5	cis-1,3-Dichloropropene	< 25.0		µg/l	25.0	12.6	50	"	"	"	"	"	X
10061-02-6	trans-1,3-Dichloropropene	< 25.0		µg/l	25.0	25.0	50	"	"	"	"	"	X
1-4	Ethylbenzene	< 50.0		µg/l	50.0	36.6	50	"	"	"	"	"	X
-68-3	Hexachlorobutadiene	< 25.0		µg/l	25.0	22.5	50	"	"	"	"	"	X
591-78-6	2-Hexanone (MBK)	< 500		µg/l	500	27.2	50	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-11 (ENSR) SB40151-04	60236456	Ground Water	30-Nov-11 09:25	30-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cer.
Volatile Organic Compounds													
Volatile Organic Compounds			GS1										
Prepared by method SW846 5030 Water MS													
98-82-8	Isopropylbenzene	< 50.0		µg/l	50.0	31.0	50	SW846 8260C	07-Dec-11	08-Dec-11	eq	1125519	X
99-87-6	4-Isopropyltoluene	< 50.0		µg/l	50.0	30.4	50	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 50.0		µg/l	50.0	32.6	50	"	"	"	"	"	X
108-10-1	4-Methyl-2-pentanone (MIBK)	< 500		µg/l	500	46.6	50	"	"	"	"	"	X
75-09-2	Methylene chloride	< 100		µg/l	100	34.5	50	"	"	"	"	"	X
91-20-3	Naphthalene	< 50.0		µg/l	50.0	16.6	50	"	"	"	"	"	X
103-65-1	n-Propylbenzene	< 50.0		µg/l	50.0	37.9	50	"	"	"	"	"	X
100-42-5	Styrene	< 50.0		µg/l	50.0	30.8	50	"	"	"	"	"	X
630-20-6	1,1,1,2-Tetrachloroethane	< 50.0		µg/l	50.0	31.3	50	"	"	"	"	"	X
79-34-5	1,1,2,2-Tetrachloroethane	< 25.0		µg/l	25.0	17.4	50	"	"	"	"	"	X
127-18-4	Tetrachloroethene	< 50.0		µg/l	50.0	37.2	50	"	"	"	"	"	X
108-88-3	Toluene	< 50.0		µg/l	50.0	40.6	50	"	"	"	"	"	X
87-61-6	1,2,3-Trichlorobenzene	< 50.0		µg/l	50.0	18.8	50	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 50.0		µg/l	50.0	18.0	50	"	"	"	"	"	X
108-70-3	1,3,5-Trichlorobenzene	< 50.0		µg/l	50.0	39.2	50	"	"	"	"	"	
71-55-6	1,1,1-Trichloroethane	< 50.0		µg/l	50.0	29.1	50	"	"	"	"	"	X
79-00-5	1,1,2-Trichloroethane	< 50.0		µg/l	50.0	32.1	50	"	"	"	"	"	X
79-01-6	Trichloroethene	< 50.0		µg/l	50.0	37.8	50	"	"	"	"	"	X
75-69-4	Trichlorofluoromethane (Freon 11)	< 50.0		µg/l	50.0	31.4	50	"	"	"	"	"	
96-18-4	1,2,3-Trichloropropane	< 50.0		µg/l	50.0	36.8	50	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	< 50.0		µg/l	50.0	37.8	50	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 50.0		µg/l	50.0	37.2	50	"	"	"	"	"	X
75-01-4	Vinyl chloride	< 50.0		µg/l	50.0	40.4	50	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 100		µg/l	100	82.0	50	"	"	"	"	"	X
95-47-6	o-Xylene	< 50.0		µg/l	50.0	44.1	50	"	"	"	"	"	X
109-99-9	Tetrahydrofuran	< 100		µg/l	100	72.1	50	"	"	"	"	"	
60-29-7	Ethyl ether	< 50.0		µg/l	50.0	34.6	50	"	"	"	"	"	
994-05-8	Tert-amyl methyl ether	< 50.0		µg/l	50.0	36.0	50	"	"	"	"	"	X
637-92-3	Ethyl tert-butyl ether	< 50.0		µg/l	50.0	39.1	50	"	"	"	"	"	X
108-20-3	Di-isopropyl ether	< 50.0		µg/l	50.0	36.4	50	"	"	"	"	"	X
75-65-0	Tert-Butanol / butyl alcohol	< 500		µg/l	500	432	50	"	"	"	"	"	X
123-91-1	1,4-Dioxane	< 1000		µg/l	1000	701	50	"	"	"	"	"	X
110-57-6	trans-1,4-Dichloro-2-buten e	< 250		µg/l	250	38.4	50	"	"	"	"	"	X
64-17-5	Ethanol	< 20000		µg/l	20000	1760	50	"	"	"	"	"	X
Surrogate recoveries:													
460-00-4	*4-Bromofluorobenzene*	*95*			*70-130 %*			"	"	"	"	"	
2037-26-5	*Toluene-d8*	*96*			*70-130 %*			"	"	"	"	"	
17060-07-0	*1,2-Dichloroethane-d4*	*98*			*70-130 %*			"	"	"	"	"	
1868-53-7	*Dibromofluoromethane*	*99*			*70-130 %*			"	"	"	"	"	
Tentatively Identified Compounds by GC/MS													
Prepared by method SW846 5030 Water MS													

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-11 (ENSR) SB40151-04	60236456	Ground Water	30-Nov-11 09:25	30-Nov-11

S No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Tentatively Identified Compounds by GC/MS													
Prepared by method SW846 5030 Water MS													
	Tentatively Identified Compounds	None found		µg/l			50	SW846 8260C TICs	07-Dec-11	08-Dec-11	eq	1125519	
Organic Compounds by Modified SW846 8015													
Glycol Analysis													
Prepared by method SW846 8015 Mod.													
111-46-6	Diethylene glycol	< 20.0		mg/l	20.0	3.93	1	SW846 8015 Mod	03-Dec-11	08-Dec-11	SEW	1125087	
107-21-1	Ethylene glycol	< 10.0		mg/l	10.0	6.13	1	"	"	"	"	"	
111-76-2	Ethylene glycol monobutyl ether	< 10.0		mg/l	10.0	2.10	1	"	"	"	"	"	
57-55-6	Propylene glycol	< 10.0		mg/l	10.0	6.42	1	"	"	"	"	"	
Surrogate recoveries:													
71-41-0	*1-Pentanol*	*115*			*40-140 %*			"	"	"	"	"	
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds			R01										
Prepared by method SW846 3510C													
83-32-9	Acenaphthene	< 27.2		µg/l	27.2	4.40	5	SW846 8270D	02-Dec-11	12-Dec-11	MSL	1125136	X
208-96-8	Acenaphthylene	< 27.2		µg/l	27.2	5.49	5	"	"	"	"	"	X
62-53-3	Aniline	< 27.2		µg/l	27.2	11.6	5	"	"	"	"	"	X
120-12-7	Anthracene	< 27.2		µg/l	27.2	4.02	5	"	"	"	"	"	X
33-3	Azobenzene/Diphenyldiazine	< 27.2		µg/l	27.2	5.82	5	"	"	"	"	"	
92-87-5	Benzidine	< 27.2		µg/l	27.2	16.1	5	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	< 27.2		µg/l	27.2	3.04	5	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	< 27.2		µg/l	27.2	4.57	5	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	< 27.2		µg/l	27.2	5.22	5	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	< 27.2		µg/l	27.2	7.88	5	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	< 27.2		µg/l	27.2	8.26	5	"	"	"	"	"	X
65-85-0	Benzoic acid	< 27.2		µg/l	27.2	8.53	5	"	"	"	"	"	X
100-51-6	Benzyl alcohol	< 27.2		µg/l	27.2	8.32	5	"	"	"	"	"	X
111-91-1	Bis(2-chloroethoxy)methane	< 27.2		µg/l	27.2	5.76	5	"	"	"	"	"	X
111-44-4	Bis(2-chloroethyl)ether	< 27.2		µg/l	27.2	6.09	5	"	"	"	"	"	X
108-60-1	Bis(2-chloroisopropyl)ether	< 27.2		µg/l	27.2	6.68	5	"	"	"	"	"	X
117-81-7	Bis(2-ethylhexyl)phthalate	< 27.2		µg/l	27.2	9.13	5	"	"	"	"	"	X
101-55-3	4-Bromophenyl phenyl ether	< 27.2		µg/l	27.2	7.12	5	"	"	"	"	"	X
85-68-7	Butyl benzyl phthalate	< 27.2		µg/l	27.2	4.08	5	"	"	"	"	"	X
86-74-8	Carbazole	< 27.2		µg/l	27.2	11.0	5	"	"	"	"	"	X
59-50-7	4-Chloro-3-methylphenol	< 27.2		µg/l	27.2	7.88	5	"	"	"	"	"	X
106-47-8	4-Chloroaniline	< 27.2		µg/l	27.2	6.41	5	"	"	"	"	"	X
91-58-7	2-Chloronaphthalene	< 27.2		µg/l	27.2	3.59	5	"	"	"	"	"	X
95-57-8	2-Chlorophenol	< 27.2		µg/l	27.2	4.57	5	"	"	"	"	"	X
7005-72-3	4-Chlorophenyl phenyl ether	< 27.2		µg/l	27.2	5.33	5	"	"	"	"	"	X
1-9	Chrysene	< 27.2		µg/l	27.2	3.59	5	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	< 27.2		µg/l	27.2	7.12	5	"	"	"	"	"	X

This laboratory report is not valid without an authorized signature on the cover page.

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-11 (ENSR) SB40151-04	60236456	Ground Water	30-Nov-11 09:25	30-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cer.
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds Prepared by method SW846 3510C			R01										
132-64-9	Dibenzofuran	< 27.2		µg/l	27.2	3.59	5	SW846 8270D	02-Dec-11	12-Dec-11	MSL	1125136	X
95-50-1	1,2-Dichlorobenzene	< 27.2		µg/l	27.2	4.62	5	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 27.2		µg/l	27.2	7.34	5	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 27.2		µg/l	27.2	3.91	5	"	"	"	"	"	X
91-94-1	3,3'-Dichlorobenzidine	< 27.2		µg/l	27.2	11.0	5	"	"	"	"	"	X
120-83-2	2,4-Dichlorophenol	< 27.2		µg/l	27.2	7.23	5	"	"	"	"	"	X
84-66-2	Diethyl phthalate	< 27.2		µg/l	27.2	6.68	5	"	"	"	"	"	X
131-11-3	Dimethyl phthalate	< 27.2		µg/l	27.2	4.62	5	"	"	"	"	"	X
105-67-9	2,4-Dimethylphenol	< 27.2		µg/l	27.2	5.71	5	"	"	"	"	"	X
84-74-2	Di-n-butyl phthalate	< 27.2		µg/l	27.2	7.28	5	"	"	"	"	"	X
534-52-1	4,6-Dinitro-2-methylphenol	< 27.2		µg/l	27.2	10.4	5	"	"	"	"	"	X
51-28-5	2,4-Dinitrophenol	< 27.2		µg/l	27.2	17.4	5	"	"	"	"	"	X
121-14-2	2,4-Dinitrotoluene	< 27.2		µg/l	27.2	6.96	5	"	"	"	"	"	X
606-20-2	2,6-Dinitrotoluene	< 27.2		µg/l	27.2	5.92	5	"	"	"	"	"	X
117-84-0	Di-n-octyl phthalate	< 27.2		µg/l	27.2	7.17	5	"	"	"	"	"	X
206-44-0	Fluoranthene	< 27.2		µg/l	27.2	11.6	5	"	"	"	"	"	X
86-73-7	Fluorene	< 27.2		µg/l	27.2	4.95	5	"	"	"	"	"	X
118-74-1	Hexachlorobenzene	< 27.2		µg/l	27.2	6.58	5	"	"	"	"	"	X
87-68-3	Hexachlorobutadiene	< 27.2		µg/l	27.2	7.17	5	"	"	"	"	"	X
77-47-4	Hexachlorocyclopentadiene	< 27.2		µg/l	27.2	7.34	5	"	"	"	"	"	X
67-72-1	Hexachloroethane	< 27.2		µg/l	27.2	6.09	5	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	< 27.2		µg/l	27.2	7.28	5	"	"	"	"	"	X
78-59-1	Isophorone	< 27.2		µg/l	27.2	5.82	5	"	"	"	"	"	X
91-57-6	2-Methylnaphthalene	< 27.2		µg/l	27.2	6.96	5	"	"	"	"	"	X
95-48-7	2-Methylphenol	< 27.2		µg/l	27.2	4.62	5	"	"	"	"	"	X
108-39-4, 106-44-5	3 & 4-Methylphenol	< 54.3		µg/l	54.3	5.92	5	"	"	"	"	"	X
91-20-3	Naphthalene	< 27.2		µg/l	27.2	4.08	5	"	"	"	"	"	X
88-74-4	2-Nitroaniline	< 27.2		µg/l	27.2	5.76	5	"	"	"	"	"	X
99-09-2	3-Nitroaniline	< 27.2		µg/l	27.2	8.64	5	"	"	"	"	"	X
100-01-6	4-Nitroaniline	< 109		µg/l	109	24.8	5	"	"	"	"	"	X
98-95-3	Nitrobenzene	< 27.2		µg/l	27.2	5.22	5	"	"	"	"	"	X
88-75-5	2-Nitrophenol	< 27.2		µg/l	27.2	7.12	5	"	"	"	"	"	X
100-02-7	4-Nitrophenol	< 109		µg/l	109	14.0	5	"	"	"	"	"	X
62-75-9	N-Nitrosodimethylamine	< 27.2		µg/l	27.2	11.4	5	"	"	"	"	"	X
621-64-7	N-Nitrosodi-n-propylamine	< 27.2		µg/l	27.2	6.03	5	"	"	"	"	"	X
86-30-6	N-Nitrosodiphenylamine	< 27.2		µg/l	27.2	6.20	5	"	"	"	"	"	X
87-86-5	Pentachlorophenol	< 109		µg/l	109	9.67	5	"	"	"	"	"	X
85-01-8	Phenanthrene	< 27.2		µg/l	27.2	3.26	5	"	"	"	"	"	X
108-95-2	Phenol	< 27.2		µg/l	27.2	5.71	5	"	"	"	"	"	X
129-00-0	Pyrene	< 27.2		µg/l	27.2	13.4	5	"	"	"	"	"	X
110-86-1	Pyridine	< 27.2		µg/l	27.2	9.95	5	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 27.2		µg/l	27.2	5.36	5	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	< 27.2		µg/l	27.2	5.98	5	"	"	"	"	"	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-11 (ENSR) SB40151-04	60236456	Ground Water	30-Nov-11 09:25	30-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds			R01										
Prepared by method SW846 3510C													
95-95-4	2,4,5-Trichlorophenol	< 27.2		µg/l	27.2	7.99	5	SW846 8270D	02-Dec-11	12-Dec-11	MSL	1125136	X
88-06-2	2,4,6-Trichlorophenol	< 27.2		µg/l	27.2	5.27	5	"	"	"	"	"	X
82-68-8	Pentachloronitrobenzene	< 27.2		µg/l	27.2	8.75	5	"	"	"	"	"	X
95-94-3	1,2,4,5-Tetrachlorobenzene	< 27.2		µg/l	27.2	3.75	5	"	"	"	"	"	X
Surrogate recoveries:													
321-60-8	*2-Fluorobiphenyl*	*80*			*30-130 %*			"	"	"	"	"	
367-12-4	*2-Fluorophenol*	*64*			*15-110 %*			"	"	"	"	"	
4165-60-0	*Nitrobenzene-d5*	*90*			*30-130 %*			"	"	"	"	"	
4165-62-2	*Phenol-d5*	*51*			*15-110 %*			"	"	"	"	"	
1718-51-0	*Terphenyl-dl4*	*96*			*30-130 %*			"	"	"	"	"	
118-79-6	*2,4,6-Tribromophenol*	*73*			*15-110 %*			"	"	"	"	"	
Tentatively Identified Compounds													
Prepared by method SW846 3510C													
111-14-8	Heptanoic acid	105	TIC	µg/l			5	8270D TICS	"	"	MSL	"	
000142-62-1	Hexanoic acid	77.7	TIC	µg/l			5	"	"	"	"	"	
000097-61-0	Pentanoic acid, 2-methyl-	129	TIC	µg/l			5	"	"	"	"	"	
Extractable Petroleum Hydrocarbons													
Fingerprinting by GC													
Prepared by method SW846 3510C													
	Total Petroleum Hydrocarbons	1.3		mg/l	0.2	0.02	1	SW846 8100Mod.	02-Dec-11	05-Dec-11	SEW	1125096	
Surrogate recoveries:													
3386-33-2	*1-Chlorooctadecane*	*99*			*40-140 %*			"	"	"	"	"	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-16 (ENSR)	60236456	Ground Water	30-Nov-11 10:15	30-Nov-11
SB40151-05				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Volatile Organic Compounds													
Prepared by method SW846 5030 Water MS													
76-13-1	1,1,2-Trichlorotrifluoroethane (Freon 113)	< 1.0		µg/l	1.0	0.6	1	SW846 8260C	08-Dec-11	09-Dec-11	NAA	1125592	X
67-64-1	Acetone	< 10.0		µg/l	10.0	2.6	1	"	"	"	"	"	X
107-13-1	Acrylonitrile	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
71-43-2	Benzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-86-1	Bromobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	
74-97-5	Bromochloromethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-27-4	Bromodichloromethane	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
75-25-2	Bromoform	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
74-83-9	Bromomethane	< 2.0		µg/l	2.0	1.1	1	"	"	"	"	"	X
78-93-3	2-Butanone (MEK)	< 10.0		µg/l	10.0	1.7	1	"	"	"	"	"	X
104-51-8	n-Butylbenzene	8.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	6.8		µg/l	1.0	0.8	1	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-15-0	Carbon disulfide	< 2.0		µg/l	2.0	0.6	1	"	"	"	"	"	X
56-23-5	Carbon tetrachloride	< 1.0		µg/l	1.0	0.5	1	"	"	"	"	"	X
108-90-7	Chlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-00-3	Chloroethane	< 2.0		µg/l	2.0	1.0	1	"	"	"	"	"	X
67-66-3	Chloroform	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
74-87-3	Chloromethane	< 2.0		µg/l	2.0	1.5	1	"	"	"	"	"	X
95-49-8	2-Chlorotoluene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
106-43-4	4-Chlorotoluene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
96-12-8	1,2-Dibromo-3-chloropropane	< 2.0		µg/l	2.0	0.9	1	"	"	"	"	"	X
124-48-1	Dibromochloromethane	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
106-93-4	1,2-Dibromoethane (EDB)	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
74-95-3	Dibromomethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
95-50-1	1,2-Dichlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
75-71-8	Dichlorodifluoromethane (Freon12)	< 2.0		µg/l	2.0	0.4	1	"	"	"	"	"	X
75-34-3	1,1-Dichloroethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
107-06-2	1,2-Dichloroethane	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
75-35-4	1,1-Dichloroethene	< 1.0		µg/l	1.0	0.5	1	"	"	"	"	"	X
156-59-2	cis-1,2-Dichloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
156-60-5	trans-1,2-Dichloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
78-87-5	1,2-Dichloropropane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
142-28-9	1,3-Dichloropropane	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
594-20-7	2,2-Dichloropropane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
563-58-6	1,1-Dichloropropene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
10061-01-5	cis-1,3-Dichloropropene	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
10061-02-6	trans-1,3-Dichloropropene	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
100-41-4	Ethylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
87-68-3	Hexachlorobutadiene	< 0.5		µg/l	0.5	0.4	1	"	"	"	"	"	X
591-78-6	2-Hexanone (MBK)	< 10.0		µg/l	10.0	0.5	1	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-16 (ENSR)	60236456	Ground Water	30-Nov-11 10:15	30-Nov-11
SB40151-05				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Volatile Organic Compounds													
Prepared by method SW846 5030 Water MS													
98-82-8	Isopropylbenzene	9.4		µg/l	1.0	0.6	1	SW846 8260C	08-Dec-11	09-Dec-11	NAA	1125592	X
99-87-6	4-Isopropyltoluene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-10-1	4-Methyl-2-pentanone (MIBK)	< 10.0		µg/l	10.0	0.9	1	"	"	"	"	"	X
75-09-2	Methylene chloride	< 2.0		µg/l	2.0	0.7	1	"	"	"	"	"	X
91-20-3	Naphthalene	18.0		µg/l	1.0	0.3	1	"	"	"	"	"	X
103-65-1	n-Propylbenzene	18.3		µg/l	1.0	0.8	1	"	"	"	"	"	X
100-42-5	Styrene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
630-20-6	1,1,1,2-Tetrachloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-34-5	1,1,2,2-Tetrachloroethane	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
127-18-4	Tetrachloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-88-3	Toluene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
87-61-6	1,2,3-Trichlorobenzene	< 1.0		µg/l	1.0	0.4	1	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 1.0		µg/l	1.0	0.4	1	"	"	"	"	"	X
108-70-3	1,3,5-Trichlorobenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	
71-55-6	1,1,1-Trichloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-00-5	1,1,2-Trichloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-01-6	Trichloroethene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
9-4	Trichlorofluoromethane (Freon 11)	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
96-18-4	1,2,3-Trichloropropane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-01-4	Vinyl chloride	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 2.0		µg/l	2.0	1.6	1	"	"	"	"	"	X
95-47-6	o-Xylene	< 1.0		µg/l	1.0	0.9	1	"	"	"	"	"	X
109-99-9	Tetrahydrofuran	< 2.0		µg/l	2.0	1.4	1	"	"	"	"	"	
60-29-7	Ethyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	
994-05-8	Tert-amyl methyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
637-92-3	Ethyl tert-butyl ether	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
108-20-3	Di-isopropyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-65-0	Tert-Butanol / butyl alcohol	< 10.0		µg/l	10.0	8.6	1	"	"	"	"	"	X
123-91-1	1,4-Dioxane	< 20.0		µg/l	20.0	14.0	1	"	"	"	"	"	X
110-57-6	trans-1,4-Dichloro-2-buten e	< 5.0		µg/l	5.0	0.8	1	"	"	"	"	"	X
64-17-5	Ethanol	< 400		µg/l	400	35.7	1	"	"	"	"	"	X
Surrogate recoveries:													
460-00-4	*4-Bromofluorobenzene*	*98*			*70-130 %*			"	"	"	"	"	
2037-26-5	*Toluene-d8*	*100*			*70-130 %*			"	"	"	"	"	
17060-07-0	*1,2-Dichloroethane-d4*	*110*			*70-130 %*			"	"	"	"	"	
1868-53-7	*Dibromofluoromethane*	*105*			*70-130 %*			"	"	"	"	"	
tatively Identified Compounds by GC/MS			TIC										
epared by method SW846 5030 Water MS													
	3-Phenylbut-1-ene	30.4		µg/l			1	SW846 8260C TICs	"	"	NAA	"	

This laboratory report is not valid without an authorized signature on the cover page.

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-16 (ENSR) SB40151-05	60236456	Ground Water	30-Nov-11 10:15	30-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cer.
Volatile Organic Compounds													
Tentatively Identified Compounds by GC/MS			TIC										
Prepared by method SW846 5030 Water MS													
000095-93-2	Benzene, 1,2,4,5-tetramethyl- (02)	54.5		µg/l			1	SW846 8260C TICs	08-Dec-11	09-Dec-11	NAA	1125592	
874-41-9	Benzene, 1-ethyl-2,4-dimethyl-	25.0		µg/l			1	"	"	"	"	"	
003877-19-8	Naphthalene, 1,2,3,4-tetrah... (01)	18.4		µg/l			1	"	"	"	"	"	
	Naphthalene, 2-methyl-	70.4		µg/l			1	"	"	"	"	"	
Organic Compounds by Modified SW846 8015													
Glycol Analysis													
Prepared by method SW846 8015 Mod.													
111-46-6	Diethylene glycol	< 20.0		mg/l	20.0	3.93	1	SW846 8015 Mod	03-Dec-11	08-Dec-11	SEW	1125087	
107-21-1	Ethylene glycol	< 10.0		mg/l	10.0	6.13	1	"	"	"	"	"	
111-76-2	Ethylene glycol monobutyl ether	< 10.0		mg/l	10.0	2.10	1	"	"	"	"	"	
57-55-6	Propylene glycol	< 10.0		mg/l	10.0	6.42	1	"	"	"	"	"	
Surrogate recoveries:													
71-41-0	*1-Pentanol*	*91*			*40-140 %*			"	"	"	"	"	
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds													
Prepared by method SW846 3510C													
83-32-9	Acenaphthene	< 5.81		µg/l	5.81	0.942	1	SW846 8270D	02-Dec-11	09-Dec-11	MSL	1125136	)
208-96-8	Acenaphthylene	< 5.81		µg/l	5.81	1.17	1	"	"	"	"	"	X
62-53-3	Aniline	< 5.81		µg/l	5.81	2.48	1	"	"	"	"	"	X
120-12-7	Anthracene	< 5.81		µg/l	5.81	0.860	1	"	"	"	"	"	X
103-33-3	Azobenzene/Diphenyldiazine	< 5.81		µg/l	5.81	1.24	1	"	"	"	"	"	
92-87-5	Benzidine	< 5.81		µg/l	5.81	3.45	1	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	< 5.81		µg/l	5.81	0.651	1	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	< 5.81		µg/l	5.81	0.977	1	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	< 5.81		µg/l	5.81	1.12	1	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	< 5.81		µg/l	5.81	1.69	1	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	< 5.81		µg/l	5.81	1.77	1	"	"	"	"	"	X
65-85-0	Benzoic acid	< 5.81		µg/l	5.81	1.83	1	"	"	"	"	"	X
100-51-6	Benzyl alcohol	< 5.81		µg/l	5.81	1.76	1	"	"	"	"	"	X
111-91-1	Bis(2-chloroethoxy)methane	< 5.81		µg/l	5.81	1.23	1	"	"	"	"	"	X
111-44-4	Bis(2-chloroethyl)ether	< 5.81		µg/l	5.81	1.30	1	"	"	"	"	"	X
108-60-1	Bis(2-chloroisopropyl)ether	< 5.81		µg/l	5.81	1.43	1	"	"	"	"	"	X
117-81-7	Bis(2-ethylhexyl)phthalate	< 5.81		µg/l	5.81	1.95	1	"	"	"	"	"	X
101-55-3	4-Bromophenyl phenyl ether	< 5.81		µg/l	5.81	1.52	1	"	"	"	"	"	X
85-68-7	Butyl benzyl phthalate	< 5.81		µg/l	5.81	0.872	1	"	"	"	"	"	X
86-74-8	Carbazole	7.10		µg/l	5.81	2.35	1	"	"	"	"	"	X
59-50-7	4-Chloro-3-methylphenol	< 5.81		µg/l	5.81	1.69	1	"	"	"	"	"	X
106-47-8	4-Chloroaniline	< 5.81		µg/l	5.81	1.37	1	"	"	"	"	"	X
91-58-7	2-Chloronaphthalene	< 5.81		µg/l	5.81	0.767	1	"	"	"	"	"	X
95-57-8	2-Chlorophenol	< 5.81		µg/l	5.81	0.977	1	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-16 (ENSR) SB40151-05	60236456	Ground Water	30-Nov-11 10:15	30-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds Prepared by method SW846 3510C													
7005-72-3	4-Chlorophenyl phenyl ether	< 5.81		µg/l	5.81	1.14	1	SW846 8270D	02-Dec-11	09-Dec-11	MSL	1125136	X
218-01-9	Chrysene	< 5.81		µg/l	5.81	0.767	1	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	< 5.81		µg/l	5.81	1.52	1	"	"	"	"	"	X
132-64-9	Dibenzofuran	< 5.81		µg/l	5.81	0.767	1	"	"	"	"	"	X
95-50-1	1,2-Dichlorobenzene	< 5.81		µg/l	5.81	0.988	1	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 5.81		µg/l	5.81	1.57	1	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 5.81		µg/l	5.81	0.837	1	"	"	"	"	"	X
91-94-1	3,3'-Dichlorobenzidine	< 5.81		µg/l	5.81	2.35	1	"	"	"	"	"	X
120-83-2	2,4-Dichlorophenol	< 5.81		µg/l	5.81	1.55	1	"	"	"	"	"	X
84-66-2	Diethyl phthalate	< 5.81		µg/l	5.81	1.43	1	"	"	"	"	"	X
131-11-3	Dimethyl phthalate	< 5.81		µg/l	5.81	0.988	1	"	"	"	"	"	X
105-67-9	2,4-Dimethylphenol	< 5.81		µg/l	5.81	1.22	1	"	"	"	"	"	X
84-74-2	Di-n-butyl phthalate	< 5.81		µg/l	5.81	1.56	1	"	"	"	"	"	X
534-52-1	4,6-Dinitro-2-methylphenol	< 5.81		µg/l	5.81	2.23	1	"	"	"	"	"	X
51-28-5	2,4-Dinitrophenol	< 5.81		µg/l	5.81	3.73	1	"	"	"	"	"	X
121-14-2	2,4-Dinitrotoluene	< 5.81		µg/l	5.81	1.49	1	"	"	"	"	"	X
606-20-2	2,6-Dinitrotoluene	< 5.81		µg/l	5.81	1.27	1	"	"	"	"	"	X
117-84-0	Di-n-octyl phthalate	< 5.81		µg/l	5.81	1.53	1	"	"	"	"	"	X
4-0	Fluoranthene	< 5.81		µg/l	5.81	2.49	1	"	"	"	"	"	X
86-73-7	Fluorene	< 5.81		µg/l	5.81	1.06	1	"	"	"	"	"	X
118-74-1	Hexachlorobenzene	< 5.81		µg/l	5.81	1.41	1	"	"	"	"	"	X
87-68-3	Hexachlorobutadiene	< 5.81		µg/l	5.81	1.53	1	"	"	"	"	"	X
77-47-4	Hexachlorocyclopentadiene	< 5.81		µg/l	5.81	1.57	1	"	"	"	"	"	X
67-72-1	Hexachloroethane	< 5.81		µg/l	5.81	1.30	1	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	< 5.81		µg/l	5.81	1.56	1	"	"	"	"	"	X
78-59-1	Isophorone	< 5.81		µg/l	5.81	1.24	1	"	"	"	"	"	X
91-57-6	2-Methylnaphthalene	< 5.81		µg/l	5.81	1.49	1	"	"	"	"	"	X
95-48-7	2-Methylphenol	< 5.81		µg/l	5.81	0.988	1	"	"	"	"	"	X
108-39-4, 106-44-5	3 & 4-Methylphenol	< 11.6		µg/l	11.6	1.27	1	"	"	"	"	"	X
91-20-3	Naphthalene	7.10		µg/l	5.81	0.672	1	"	"	"	"	"	X
88-74-4	2-Nitroaniline	< 5.81		µg/l	5.81	1.23	1	"	"	"	"	"	X
99-09-2	3-Nitroaniline	< 5.81		µg/l	5.81	1.85	1	"	"	"	"	"	X
100-01-6	4-Nitroaniline	< 23.3		µg/l	23.3	5.31	1	"	"	"	"	"	X
98-95-3	Nitrobenzene	< 5.81		µg/l	5.81	1.12	1	"	"	"	"	"	X
88-75-5	2-Nitrophenol	< 5.81		µg/l	5.81	1.52	1	"	"	"	"	"	X
100-02-7	4-Nitrophenol	< 23.3		µg/l	23.3	2.99	1	"	"	"	"	"	X
62-75-9	N-Nitrosodimethylamine	< 5.81		µg/l	5.81	2.43	1	"	"	"	"	"	X
621-64-7	N-Nitrosodi-n-propylamine	< 5.81		µg/l	5.81	1.29	1	"	"	"	"	"	X
86-30-6	N-Nitrosodiphenylamine	< 5.81		µg/l	5.81	1.33	1	"	"	"	"	"	X
87-86-5	Pentachlorophenol	< 23.3		µg/l	23.3	2.07	1	"	"	"	"	"	X
1-8	Phenanthrene	< 5.81		µg/l	5.81	0.698	1	"	"	"	"	"	X
108-95-2	Phenol	< 5.81		µg/l	5.81	1.22	1	"	"	"	"	"	X
129-00-0	Pyrene	< 5.81		µg/l	5.81	2.87	1	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-16 (ENSR)	60236456	Ground Water	30-Nov-11 10:15	30-Nov-11
SB40151-05				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds													
Prepared by method SW846 3510C													
110-86-1	Pyridine	< 5.81		µg/l	5.81	2.13	1	SW846 8270D	02-Dec-11	09-Dec-11	MSL	1125136	X
120-82-1	1,2,4-Trichlorobenzene	< 5.81		µg/l	5.81	1.15	1	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	47.3		µg/l	5.81	1.28	1	"	"	"	"	"	
95-95-4	2,4,5-Trichlorophenol	< 5.81		µg/l	5.81	1.71	1	"	"	"	"	"	X
88-06-2	2,4,6-Trichlorophenol	< 5.81		µg/l	5.81	1.13	1	"	"	"	"	"	X
82-68-8	Pentachloronitrobenzene	< 5.81		µg/l	5.81	1.87	1	"	"	"	"	"	X
95-94-3	1,2,4,5-Tetrachlorobenzene	< 5.81		µg/l	5.81	0.802	1	"	"	"	"	"	X
Surrogate recoveries:													
321-60-8	*2-Fluorobiphenyl*	*51*			*30-130 %*			"	"	"	"	"	
367-12-4	*2-Fluorophenol*	*46*			*15-110 %*			"	"	"	"	"	
4165-60-0	*Nitrobenzene-d5*	*58*			*30-130 %*			"	"	"	"	"	
4165-62-2	*Phenol-d5*	*35*			*15-110 %*			"	"	"	"	"	
1718-51-0	*Terphenyl-dl4*	*66*			*30-130 %*			"	"	"	"	"	
118-79-6	*2,4,6-Tribromophenol*	*57*			*15-110 %*			"	"	"	"	"	
Tentatively Identified Compounds													
Prepared by method SW846 3510C													
029878-31-7	1H-Benzotriazole, 4-methyl-	20.6	TIC	µg/l			1	8270D TICS	"	"	MSL	"	
000136-85-6	1H-Benzotriazole, 5-methyl-	28.3	TIC	µg/l			1	"	"	"	"	"	
000301-02-0	9-Octadecenamide, (Z)-	16.8	TIC	µg/l			1	"	"	"	"	"	
000527-84-4	Benzene, 1-methyl-2-(1-meth...	39.8	TIC	µg/l			1	"	"	"	"	"	
010544-50-0	Cyclic octaatomic sulfur	13.5	TIC	µg/l			1	"	"	"	"	"	
496-11-7	Indane	11.8	TIC	µg/l			1	"	"	"	"	"	
000581-40-8	Naphthalene, 2,3-dimethyl-	11.8	TIC	µg/l			1	"	"	"	"	"	
	Naphthalene, 2,6-dimethyl-	7.77	TIC	µg/l			1	"	"	"	"	"	
Extractable Petroleum Hydrocarbons													
Fingerprinting by GC													
Prepared by method SW846 3510C													
	Total Petroleum Hydrocarbons	4.6		mg/l	0.2	0.02	1	SW846 8100Mod.	02-Dec-11	05-Dec-11	SEW	1125096	
Surrogate recoveries:													
3386-33-2	*1-Chlorooctadecane*	*100*			*40-140 %*			"	"	"	"	"	
Total Metals by EPA 200/6000 Series Methods													
	Preservation	Field Preserved		N/A			1	EPA 200/6000 methods	01-Dec-11	01-Dec-11	JLM	1124998	
Total Metals by EPA 6000/7000 Series Methods													
7440-22-4	Silver	< 0.0050		mg/l	0.0050	0.0020	1	SW846 6010C	07-Dec-11	09-Dec-11	EDT	1125433	X
7440-38-2	Arsenic	< 0.0040		mg/l	0.0040	0.0032	1	"	"	"	"	"	X
7440-39-3	Barium	0.0316		mg/l	0.0050	0.0034	1	"	"	"	"	"	X
7440-43-9	Cadmium	< 0.0025		mg/l	0.0025	0.0001	1	"	"	"	"	"	X
7440-47-3	Chromium	< 0.0050		mg/l	0.0050	0.0034	1	"	"	"	"	"	X
7439-92-1	Lead	< 0.0075		mg/l	0.0075	0.0045	1	"	"	12-Dec-11	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-16 (ENSR) SB40151-05	60236456	Ground Water	30-Nov-11 10:15	30-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Total Metals by EPA 6000/7000 Series Methods													
7782-49-2	Selenium	< 0.0150		mg/l	0.0150	0.0024	1	SW846 6010C	07-Dec-11	09-Dec-11	EDT	1125433	X
Total Metals by EPA 200 Series Methods													
7439-97-6	Mercury	< 0.00020		mg/l	0.00020	0.00007	1	EPA 245.1/7470A	07-Dec-11	09-Dec-11	RH	1125434	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-11 (PANYNJ) SB40151-06	60236456	Ground Water	30-Nov-11 11:55	30-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Volatile Organic Compounds Prepared by method SW846 5030 Water MS													
76-13-1	1,1,2-Trichlorotrifluoroethane (Freon 113)	< 1.0		µg/l	1.0	0.6	1	SW846 8260C	08-Dec-11	09-Dec-11	NAA	1125592	X
67-64-1	Acetone	< 10.0		µg/l	10.0	2.6	1	"	"	"	"	"	X
107-13-1	Acrylonitrile	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
71-43-2	Benzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-86-1	Bromobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	
74-97-5	Bromochloromethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-27-4	Bromodichloromethane	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
75-25-2	Bromoform	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
74-83-9	Bromomethane	< 2.0		µg/l	2.0	1.1	1	"	"	"	"	"	X
78-93-3	2-Butanone (MEK)	< 10.0		µg/l	10.0	1.7	1	"	"	"	"	"	X
104-51-8	n-Butylbenzene	3.3		µg/l	1.0	0.6	1	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	3.7		µg/l	1.0	0.8	1	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-15-0	Carbon disulfide	< 2.0		µg/l	2.0	0.6	1	"	"	"	"	"	X
56-23-5	Carbon tetrachloride	< 1.0		µg/l	1.0	0.5	1	"	"	"	"	"	X
108-90-7	Chlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-00-3	Chloroethane	< 2.0		µg/l	2.0	1.0	1	"	"	"	"	"	X
67-66-3	Chloroform	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
74-87-3	Chloromethane	< 2.0		µg/l	2.0	1.5	1	"	"	"	"	"	X
95-49-8	2-Chlorotoluene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
106-43-4	4-Chlorotoluene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
96-12-8	1,2-Dibromo-3-chloropropane	< 2.0		µg/l	2.0	0.9	1	"	"	"	"	"	X
124-48-1	Dibromochloromethane	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
106-93-4	1,2-Dibromoethane (EDB)	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
74-95-3	Dibromomethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
95-50-1	1,2-Dichlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
75-71-8	Dichlorodifluoromethane (Freon12)	< 2.0		µg/l	2.0	0.4	1	"	"	"	"	"	X
75-34-3	1,1-Dichloroethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
107-06-2	1,2-Dichloroethane	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
75-35-4	1,1-Dichloroethene	< 1.0		µg/l	1.0	0.5	1	"	"	"	"	"	X
156-59-2	cis-1,2-Dichloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
156-60-5	trans-1,2-Dichloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
78-87-5	1,2-Dichloropropane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
142-28-9	1,3-Dichloropropane	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
594-20-7	2,2-Dichloropropane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
563-58-6	1,1-Dichloropropene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
10061-01-5	cis-1,3-Dichloropropene	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
10061-02-6	trans-1,3-Dichloropropene	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
100-41-4	Ethylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
87-68-3	Hexachlorobutadiene	< 0.5		µg/l	0.5	0.4	1	"	"	"	"	"	X
591-78-6	2-Hexanone (MBK)	< 10.0		µg/l	10.0	0.5	1	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-11 (PANYNJ)	60236456	Ground Water	30-Nov-11 11:55	30-Nov-11
CB40151-06				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Volatile Organic Compounds													
Prepared by method SW846 5030 Water MS													
98-82-8	Isopropylbenzene	9.0		µg/l	1.0	0.6	1	SW846 8260C	08-Dec-11	09-Dec-11	NAA	1125592	X
99-87-6	4-Isopropyltoluene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-10-1	4-Methyl-2-pentanone (MIBK)	< 10.0		µg/l	10.0	0.9	1	"	"	"	"	"	X
75-09-2	Methylene chloride	< 2.0		µg/l	2.0	0.7	1	"	"	"	"	"	X
91-20-3	Naphthalene	1.9		µg/l	1.0	0.3	1	"	"	"	"	"	X
103-65-1	n-Propylbenzene	13.4		µg/l	1.0	0.8	1	"	"	"	"	"	X
100-42-5	Styrene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
630-20-6	1,1,1,2-Tetrachloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-34-5	1,1,2,2-Tetrachloroethane	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
127-18-4	Tetrachloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-88-3	Toluene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
87-61-6	1,2,3-Trichlorobenzene	< 1.0		µg/l	1.0	0.4	1	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 1.0		µg/l	1.0	0.4	1	"	"	"	"	"	X
108-70-3	1,3,5-Trichlorobenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	
71-55-6	1,1,1-Trichloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-00-5	1,1,2-Trichloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-01-6	Trichloroethene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
9-4	Trichlorofluoromethane (Freon 11)	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
96-18-4	1,2,3-Trichloropropane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-01-4	Vinyl chloride	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 2.0		µg/l	2.0	1.6	1	"	"	"	"	"	X
95-47-6	o-Xylene	< 1.0		µg/l	1.0	0.9	1	"	"	"	"	"	X
109-99-9	Tetrahydrofuran	< 2.0		µg/l	2.0	1.4	1	"	"	"	"	"	
60-29-7	Ethyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	
994-05-8	Tert-amyl methyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
637-92-3	Ethyl tert-butyl ether	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
108-20-3	Di-isopropyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-65-0	Tert-Butanol / butyl alcohol	< 10.0		µg/l	10.0	8.6	1	"	"	"	"	"	X
123-91-1	1,4-Dioxane	< 20.0		µg/l	20.0	14.0	1	"	"	"	"	"	X
110-57-6	trans-1,4-Dichloro-2-buten e	< 5.0		µg/l	5.0	0.8	1	"	"	"	"	"	X
64-17-5	Ethanol	< 400		µg/l	400	35.7	1	"	"	"	"	"	X
Surrogate recoveries:													
460-00-4	*4-Bromofluorobenzene*	*100*			*70-130 %*			"	"	"	"	"	
2037-26-5	*Toluene-d8*	*100*			*70-130 %*			"	"	"	"	"	
17060-07-0	*1,2-Dichloroethane-d4*	*112*			*70-130 %*			"	"	"	"	"	
1868-53-7	*Dibromofluoromethane*	*106*			*70-130 %*			"	"	"	"	"	
ıtatively Identified Compounds by GC/MS			TIC										
repared by method SW846 5030 Water MS													

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-11 (PANYNJ)	60236456	Ground Water	30-Nov-11 11:55	30-Nov-11
SB40151-06				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Tentatively Identified Compounds by GC/MS			TIC										
Prepared by method SW846 5030 Water MS													
488-23-3	Benzene, 1,2,3,4-tetramethyl-	10.3		µg/l			1	SW846 8260C TICs	08-Dec-11	09-Dec-11	NAA	1125592	
95-93-2	Benzene, 1,2,4,5-tetramethyl-	17.3		µg/l			1	"	"	"	"	"	
933-98-2	Benzene, 1-ethyl-2,3-dimethyl-	13.2		µg/l			1	"	"	"	"	"	
000264-09-5	Benzocycloheptatriene	29.3		µg/l			1	"	"	"	"	"	
000767-58-6	Indan, 1-methyl- (02)	9.3		µg/l			1	"	"	"	"	"	
496-11-7	Indane	10.5		µg/l			1	"	"	"	"	"	
	Naphthalene, 1-methyl-	21.9		µg/l			1	"	"	"	"	"	
Organic Compounds by Modified SW846 8015													
Glycol Analysis													
Prepared by method SW846 8015 Mod.													
111-46-6	Diethylene glycol	< 20.0		mg/l	20.0	3.93	1	SW846 8015 Mod	03-Dec-11	08-Dec-11	SEW	1125087	
107-21-1	Ethylene glycol	< 10.0		mg/l	10.0	6.13	1	"	"	"	"	"	
111-76-2	Ethylene glycol monobutyl ether	< 10.0		mg/l	10.0	2.10	1	"	"	"	"	"	
57-55-6	Propylene glycol	< 10.0		mg/l	10.0	6.42	1	"	"	"	"	"	
Surrogate recoveries:													
71-41-0	*1-Pentanol*	*76*			*40-140 %*			"	"	"	"	"	
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds													
Prepared by method SW846 3510C													
83-32-9	Acenaphthene	< 5.68		µg/l	5.68	0.920	1	SW846 8270D	02-Dec-11	09-Dec-11	MSL	1125136	X
208-96-8	Acenaphthylene	< 5.68		µg/l	5.68	1.15	1	"	"	"	"	"	X
62-53-3	Aniline	< 5.68		µg/l	5.68	2.42	1	"	"	"	"	"	X
120-12-7	Anthracene	< 5.68		µg/l	5.68	0.841	1	"	"	"	"	"	X
103-33-3	Azobenzene/Diphenyldiazine	< 5.68		µg/l	5.68	1.22	1	"	"	"	"	"	
92-87-5	Benzidine	< 5.68		µg/l	5.68	3.38	1	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	< 5.68		µg/l	5.68	0.636	1	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	< 5.68		µg/l	5.68	0.955	1	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	< 5.68		µg/l	5.68	1.09	1	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	< 5.68		µg/l	5.68	1.65	1	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	< 5.68		µg/l	5.68	1.73	1	"	"	"	"	"	X
65-85-0	Benzoic acid	< 5.68		µg/l	5.68	1.78	1	"	"	"	"	"	X
100-51-6	Benzyl alcohol	< 5.68		µg/l	5.68	1.74	1	"	"	"	"	"	X
111-91-1	Bis(2-chloroethoxy)methane	< 5.68		µg/l	5.68	1.20	1	"	"	"	"	"	X
111-44-4	Bis(2-chloroethyl)ether	< 5.68		µg/l	5.68	1.27	1	"	"	"	"	"	X
108-60-1	Bis(2-chloroisopropyl)ether	< 5.68		µg/l	5.68	1.40	1	"	"	"	"	"	X
117-81-7	Bis(2-ethylhexyl)phthalate	< 5.68		µg/l	5.68	1.91	1	"	"	"	"	"	X
101-55-3	4-Bromophenyl phenyl ether	< 5.68		µg/l	5.68	1.49	1	"	"	"	"	"	X
85-68-7	Butyl benzyl phthalate	< 5.68		µg/l	5.68	0.852	1	"	"	"	"	"	X
86-74-8	Carbazole	< 5.68		µg/l	5.68	2.30	1	"	"	"	"	"	X
59-50-7	4-Chloro-3-methylphenol	< 5.68		µg/l	5.68	1.65	1	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-11 (PANYNJ)	60236456	Ground Water	30-Nov-11 11:55	30-Nov-11
SB40151-06				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds													
Prepared by method SW846 3510C													
106-47-8	4-Chloroaniline	< 5.68		µg/l	5.68	1.34	1	SW846 8270D	02-Dec-11	09-Dec-11	MSL	1125136	X
91-58-7	2-Chloronaphthalene	< 5.68		µg/l	5.68	0.750	1	"	"	"	"	"	X
95-57-8	2-Chlorophenol	< 5.68		µg/l	5.68	0.955	1	"	"	"	"	"	X
7005-72-3	4-Chlorophenyl phenyl ether	< 5.68		µg/l	5.68	1.11	1	"	"	"	"	"	X
218-01-9	Chrysene	< 5.68		µg/l	5.68	0.750	1	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	< 5.68		µg/l	5.68	1.49	1	"	"	"	"	"	X
132-64-9	Dibenzofuran	< 5.68		µg/l	5.68	0.750	1	"	"	"	"	"	X
95-50-1	1,2-Dichlorobenzene	< 5.68		µg/l	5.68	0.966	1	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 5.68		µg/l	5.68	1.53	1	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 5.68		µg/l	5.68	0.818	1	"	"	"	"	"	X
91-94-1	3,3'-Dichlorobenzidine	< 5.68		µg/l	5.68	2.30	1	"	"	"	"	"	X
120-83-2	2,4-Dichlorophenol	< 5.68		µg/l	5.68	1.51	1	"	"	"	"	"	X
84-66-2	Diethyl phthalate	< 5.68		µg/l	5.68	1.40	1	"	"	"	"	"	X
131-11-3	Dimethyl phthalate	< 5.68		µg/l	5.68	0.966	1	"	"	"	"	"	X
105-67-9	2,4-Dimethylphenol	< 5.68		µg/l	5.68	1.19	1	"	"	"	"	"	X
84-74-2	Di-n-butyl phthalate	< 5.68		µg/l	5.68	1.52	1	"	"	"	"	"	X
534-52-1	4,6-Dinitro-2-methylphenol	< 5.68		µg/l	5.68	2.18	1	"	"	"	"	"	X
51-28-5	2,4-Dinitrophenol	< 5.68		µg/l	5.68	3.65	1	"	"	"	"	"	X
14-2	2,4-Dinitrotoluene	< 5.68		µg/l	5.68	1.45	1	"	"	"	"	"	X
606-20-2	2,6-Dinitrotoluene	< 5.68		µg/l	5.68	1.24	1	"	"	"	"	"	X
117-84-0	Di-n-octyl phthalate	< 5.68		µg/l	5.68	1.50	1	"	"	"	"	"	X
206-44-0	Fluoranthene	< 5.68		µg/l	5.68	2.43	1	"	"	"	"	"	X
86-73-7	Fluorene	< 5.68		µg/l	5.68	1.03	1	"	"	"	"	"	X
118-74-1	Hexachlorobenzene	< 5.68		µg/l	5.68	1.38	1	"	"	"	"	"	X
87-68-3	Hexachlorobutadiene	< 5.68		µg/l	5.68	1.50	1	"	"	"	"	"	X
77-47-4	Hexachlorocyclopentadiene	< 5.68		µg/l	5.68	1.53	1	"	"	"	"	"	X
67-72-1	Hexachloroethane	< 5.68		µg/l	5.68	1.27	1	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	< 5.68		µg/l	5.68	1.52	1	"	"	"	"	"	X
78-59-1	Isophorone	< 5.68		µg/l	5.68	1.22	1	"	"	"	"	"	X
91-57-6	2-Methylnaphthalene	19.3		µg/l	5.68	1.45	1	"	"	"	"	"	X
95-48-7	2-Methylphenol	< 5.68		µg/l	5.68	0.966	1	"	"	"	"	"	X
108-39-4, 106-44-5	3 & 4-Methylphenol	< 11.4		µg/l	11.4	1.24	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 5.68		µg/l	5.68	0.852	1	"	"	"	"	"	X
88-74-4	2-Nitroaniline	< 5.68		µg/l	5.68	1.20	1	"	"	"	"	"	X
99-09-2	3-Nitroaniline	< 5.68		µg/l	5.68	1.81	1	"	"	"	"	"	X
100-01-6	4-Nitroaniline	< 22.7		µg/l	22.7	5.19	1	"	"	"	"	"	X
98-95-3	Nitrobenzene	< 5.68		µg/l	5.68	1.09	1	"	"	"	"	"	X
88-75-5	2-Nitrophenol	< 5.68		µg/l	5.68	1.49	1	"	"	"	"	"	X
100-02-7	4-Nitrophenol	< 22.7		µg/l	22.7	2.92	1	"	"	"	"	"	X
62-75-9	N-Nitrosodimethylamine	< 5.68		µg/l	5.68	2.38	1	"	"	"	"	"	X
64-7	N-Nitrosodi-n-propylamine	< 5.68		µg/l	5.68	1.26	1	"	"	"	"	"	X
86-30-6	N-Nitrosodiphenylamine	< 5.68		µg/l	5.68	1.30	1	"	"	"	"	"	X
87-86-5	Pentachlorophenol	< 22.7		µg/l	22.7	2.02	1	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-11 (PANYNJ) SB40151-06	60236456	Ground Water	30-Nov-11 11:55	30-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds													
Prepared by method SW846 3510C													
85-01-8	Phenanthrene	< 5.68		µg/l	5.68	0.682	1	SW846 8270D	02-Dec-11	09-Dec-11	MSL	1125136	X
108-95-2	Phenol	< 5.68		µg/l	5.68	1.19	1	"	"	"	"	"	X
129-00-0	Pyrene	< 5.68		µg/l	5.68	2.81	1	"	"	"	"	"	X
110-86-1	Pyridine	< 5.68		µg/l	5.68	2.08	1	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 5.68		µg/l	5.68	1.12	1	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	15.0		µg/l	5.68	1.25	1	"	"	"	"	"	
95-95-4	2,4,5-Trichlorophenol	< 5.68		µg/l	5.68	1.67	1	"	"	"	"	"	X
88-06-2	2,4,6-Trichlorophenol	< 5.68		µg/l	5.68	1.10	1	"	"	"	"	"	X
82-68-8	Pentachloronitrobenzene	< 5.68		µg/l	5.68	1.83	1	"	"	"	"	"	X
95-94-3	1,2,4,5-Tetrachlorobenzene	< 5.68		µg/l	5.68	0.784	1	"	"	"	"	"	X
Surrogate recoveries:													
321-60-8	*2-Fluorobiphenyl*	*64*			*30-130 %*			"	"	"	"	"	
367-12-4	*2-Fluorophenol*	*48*			*15-110 %*			"	"	"	"	"	
4165-60-0	*Nitrobenzene-d5*	*70*			*30-130 %*			"	"	"	"	"	
4165-62-2	*Phenol-d5*	*34*			*15-110 %*			"	"	"	"	"	
1718-51-0	*Terphenyl-dl4*	*78*			*30-130 %*			"	"	"	"	"	
118-79-6	*2,4,6-Tribromophenol*	*67*			*15-110 %*			"	"	"	"	"	
Tentatively Identified Compounds													
Prepared by method SW846 3510C													
000112-84-5	13-Docosenamide, (Z)-	14.5	TIC	µg/l			1	8270D TICS	"	"	MSL	"	
029878-31-7	1H-Benzotriazole, 4-methyl-	33.3	TIC	µg/l			1	"	"	"	"	"	
934-74-7	Benzene, 1-ethyl-3,5-dimethyl-	19.4	TIC	µg/l			1	"	"	"	"	"	
Extractable Petroleum Hydrocarbons													
Fingerprinting by GC													
Prepared by method SW846 3510C													
	Total Petroleum Hydrocarbons	2.3		mg/l	0.2	0.02	1	SW846 8100Mod.	02-Dec-11	05-Dec-11	SEW	1125096	
Surrogate recoveries:													
3386-33-2	*1-Chlorooctadecane*	*92*			*40-140 %*			"	"	"	"	"	

This laboratory report is not valid without an authorized signature on the cover page.

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-15 (PANYNJ) CB40151-07	60236456	Ground Water	30-Nov-11 10:40	30-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Volatile Organic Compounds Prepared by method SW846 5030 Water MS													
76-13-1	1,1,2-Trichlorotrifluoroethane (Freon 113)	< 1.0		µg/l	1.0	0.6	1	SW846 8260C	08-Dec-11	09-Dec-11	NAA	1125592	X
67-64-1	Acetone	< 10.0		µg/l	10.0	2.6	1	"	"	"	"	"	X
107-13-1	Acrylonitrile	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
71-43-2	Benzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-86-1	Bromobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	
74-97-5	Bromochloromethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-27-4	Bromodichloromethane	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
75-25-2	Bromoform	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
74-83-9	Bromomethane	< 2.0		µg/l	2.0	1.1	1	"	"	"	"	"	X
78-93-3	2-Butanone (MEK)	< 10.0		µg/l	10.0	1.7	1	"	"	"	"	"	X
104-51-8	n-Butylbenzene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-15-0	Carbon disulfide	< 2.0		µg/l	2.0	0.6	1	"	"	"	"	"	X
56-23-5	Carbon tetrachloride	< 1.0		µg/l	1.0	0.5	1	"	"	"	"	"	X
108-90-7	Chlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-00-3	Chloroethane	< 2.0		µg/l	2.0	1.0	1	"	"	"	"	"	X
67-66-3	Chloroform	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
74-87-3	Chloromethane	< 2.0		µg/l	2.0	1.5	1	"	"	"	"	"	X
95-49-8	2-Chlorotoluene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
106-43-4	4-Chlorotoluene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
96-12-8	1,2-Dibromo-3-chloropropane	< 2.0		µg/l	2.0	0.9	1	"	"	"	"	"	X
124-48-1	Dibromochloromethane	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
106-93-4	1,2-Dibromoethane (EDB)	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
74-95-3	Dibromomethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
95-50-1	1,2-Dichlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
75-71-8	Dichlorodifluoromethane (Freon12)	< 2.0		µg/l	2.0	0.4	1	"	"	"	"	"	X
75-34-3	1,1-Dichloroethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
107-06-2	1,2-Dichloroethane	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
75-35-4	1,1-Dichloroethene	< 1.0		µg/l	1.0	0.5	1	"	"	"	"	"	X
156-59-2	cis-1,2-Dichloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
156-60-5	trans-1,2-Dichloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
78-87-5	1,2-Dichloropropane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
142-28-9	1,3-Dichloropropane	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
594-20-7	2,2-Dichloropropane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
563-58-6	1,1-Dichloropropene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
10061-01-5	cis-1,3-Dichloropropene	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
10061-02-6	trans-1,3-Dichloropropene	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
100-41-4	Ethylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
87-68-3	Hexachlorobutadiene	< 0.5		µg/l	0.5	0.4	1	"	"	"	"	"	X
591-78-6	2-Hexanone (MBK)	< 10.0		µg/l	10.0	0.5	1	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-15 (PANYNJ) SB40151-07	60236456	Ground Water	30-Nov-11 10:40	30-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Volatile Organic Compounds Prepared by method SW846 5030 Water MS													
98-82-8	Isopropylbenzene	< 1.0		µg/l	1.0	0.6	1	SW846 8260C	08-Dec-11	09-Dec-11	NAA	1125592	X
99-87-6	4-Isopropyltoluene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-10-1	4-Methyl-2-pentanone (MIBK)	< 10.0		µg/l	10.0	0.9	1	"	"	"	"	"	X
75-09-2	Methylene chloride	< 2.0		µg/l	2.0	0.7	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 1.0		µg/l	1.0	0.3	1	"	"	"	"	"	X
103-65-1	n-Propylbenzene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
100-42-5	Styrene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
630-20-6	1,1,1,2-Tetrachloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-34-5	1,1,2,2-Tetrachloroethane	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
127-18-4	Tetrachloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-88-3	Toluene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
87-61-6	1,2,3-Trichlorobenzene	< 1.0		µg/l	1.0	0.4	1	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 1.0		µg/l	1.0	0.4	1	"	"	"	"	"	X
108-70-3	1,3,5-Trichlorobenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	
71-55-6	1,1,1-Trichloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-00-5	1,1,2-Trichloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-01-6	Trichloroethene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
75-69-4	Trichlorofluoromethane (Freon 11)	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	
96-18-4	1,2,3-Trichloropropane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-01-4	Vinyl chloride	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 2.0		µg/l	2.0	1.6	1	"	"	"	"	"	X
95-47-6	o-Xylene	< 1.0		µg/l	1.0	0.9	1	"	"	"	"	"	X
109-99-9	Tetrahydrofuran	< 2.0		µg/l	2.0	1.4	1	"	"	"	"	"	
60-29-7	Ethyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	
994-05-8	Tert-amyl methyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
637-92-3	Ethyl tert-butyl ether	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
108-20-3	Di-isopropyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-65-0	Tert-Butanol / butyl alcohol	< 10.0		µg/l	10.0	8.6	1	"	"	"	"	"	X
123-91-1	1,4-Dioxane	< 20.0		µg/l	20.0	14.0	1	"	"	"	"	"	X
110-57-6	trans-1,4-Dichloro-2-buten e	< 5.0		µg/l	5.0	0.8	1	"	"	"	"	"	X
64-17-5	Ethanol	< 400		µg/l	400	35.7	1	"	"	"	"	"	X
Surrogate recoveries:													
460-00-4	*4-Bromofluorobenzene*	*98*			*70-130 %*			"	"	"	"	"	
2037-26-5	*Toluene-d8*	*99*			*70-130 %*			"	"	"	"	"	
17060-07-0	*1,2-Dichloroethane-d4*	*110*			*70-130 %*			"	"	"	"	"	
1868-53-7	*Dibromofluoromethane*	*105*			*70-130 %*			"	"	"	"	"	
Tentatively Identified Compounds by GC/MS Prepared by method SW846 5030 Water MS													

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-15 (PANYNJ)	60236456	Ground Water	30-Nov-11 10:40	30-Nov-11
SB40151-07				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Tentatively Identified Compounds by GC/MS													
Prepared by method SW846 5030 Water MS													
	Tentatively Identified Compounds	None found		µg/l			1	SW846 8260C TICs	08-Dec-11	09-Dec-11	NAA	1125592	
Organic Compounds by Modified SW846 8015													
Glycol Analysis													
Prepared by method SW846 8015 Mod.													
111-46-6	Diethylene glycol	< 20.0		mg/l	20.0	3.93	1	SW846 8015 Mod	03-Dec-11	12-Dec-11	SEW	1125087	
107-21-1	Ethylene glycol	< 10.0		mg/l	10.0	6.13	1	"	"	"	"	"	
111-76-2	Ethylene glycol monobutyl ether	< 10.0		mg/l	10.0	2.10	1	"	"	"	"	"	
57-55-6	Propylene glycol	< 10.0		mg/l	10.0	6.42	1	"	"	"	"	"	
Surrogate recoveries:													
71-41-0	*1-Pentanol*	*91*			*40-140 %*			"	"	"	"	"	
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds													
Prepared by method SW846 3510C													
83-32-9	Acenaphthene	< 5.75		µg/l	5.75	0.931	1	SW846 8270D	02-Dec-11	09-Dec-11	MSL	1125136	X
208-96-8	Acenaphthylene	< 5.75		µg/l	5.75	1.16	1	"	"	"	"	"	X
62-53-3	Aniline	< 5.75		µg/l	5.75	2.45	1	"	"	"	"	"	X
120-12-7	Anthracene	< 5.75		µg/l	5.75	0.851	1	"	"	"	"	"	X
[illegible]-33-3	Azobenzene/Diphenyldiazine	< 5.75		µg/l	5.75	1.23	1	"	"	"	"	"	
92-87-5	Benzidine	< 5.75		µg/l	5.75	3.41	1	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	< 5.75		µg/l	5.75	0.644	1	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	< 5.75		µg/l	5.75	0.966	1	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	< 5.75		µg/l	5.75	1.10	1	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	< 5.75		µg/l	5.75	1.67	1	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	< 5.75		µg/l	5.75	1.75	1	"	"	"	"	"	X
65-85-0	Benzoic acid	< 5.75		µg/l	5.75	1.80	1	"	"	"	"	"	X
100-51-6	Benzyl alcohol	< 5.75		µg/l	5.75	1.76	1	"	"	"	"	"	X
111-91-1	Bis(2-chloroethoxy)methane	< 5.75		µg/l	5.75	1.22	1	"	"	"	"	"	X
111-44-4	Bis(2-chloroethyl)ether	< 5.75		µg/l	5.75	1.29	1	"	"	"	"	"	X
108-60-1	Bis(2-chloroisopropyl)ether	< 5.75		µg/l	5.75	1.41	1	"	"	"	"	"	X
117-81-7	Bis(2-ethylhexyl)phthalate	< 5.75		µg/l	5.75	1.93	1	"	"	"	"	"	X
101-55-3	4-Bromophenyl phenyl ether	< 5.75		µg/l	5.75	1.51	1	"	"	"	"	"	X
85-68-7	Butyl benzyl phthalate	< 5.75		µg/l	5.75	0.862	1	"	"	"	"	"	X
86-74-8	Carbazole	< 5.75		µg/l	5.75	2.32	1	"	"	"	"	"	X
59-50-7	4-Chloro-3-methylphenol	< 5.75		µg/l	5.75	1.67	1	"	"	"	"	"	X
106-47-8	4-Chloroaniline	< 5.75		µg/l	5.75	1.36	1	"	"	"	"	"	X
91-58-7	2-Chloronaphthalene	< 5.75		µg/l	5.75	0.759	1	"	"	"	"	"	X
95-57-8	2-Chlorophenol	< 5.75		µg/l	5.75	0.966	1	"	"	"	"	"	X
7005-72-3	4-Chlorophenyl phenyl ether	< 5.75		µg/l	5.75	1.13	1	"	"	"	"	"	X
[illegible]-01-9	Chrysene	< 5.75		µg/l	5.75	0.759	1	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	< 5.75		µg/l	5.75	1.51	1	"	"	"	"	"	X

This laboratory report is not valid without an authorized signature on the cover page.

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-15 (PANYNJ) SB40151-07	60236456	Ground Water	30-Nov-11 10:40	30-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds Prepared by method SW846 3510C													
132-64-9	Dibenzofuran	< 5.75		µg/l	5.75	0.759	1	SW846 8270D	02-Dec-11	09-Dec-11	MSL	1125136	X
95-50-1	1,2-Dichlorobenzene	< 5.75		µg/l	5.75	0.977	1	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 5.75		µg/l	5.75	1.55	1	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 5.75		µg/l	5.75	0.828	1	"	"	"	"	"	X
91-94-1	3,3'-Dichlorobenzidine	< 5.75		µg/l	5.75	2.32	1	"	"	"	"	"	X
120-83-2	2,4-Dichlorophenol	< 5.75		µg/l	5.75	1.53	1	"	"	"	"	"	X
84-66-2	Diethyl phthalate	< 5.75		µg/l	5.75	1.41	1	"	"	"	"	"	X
131-11-3	Dimethyl phthalate	< 5.75		µg/l	5.75	0.977	1	"	"	"	"	"	X
105-67-9	2,4-Dimethylphenol	< 5.75		µg/l	5.75	1.21	1	"	"	"	"	"	X
84-74-2	Di-n-butyl phthalate	< 5.75		µg/l	5.75	1.54	1	"	"	"	"	"	X
534-52-1	4,6-Dinitro-2-methylphenol	< 5.75		µg/l	5.75	2.21	1	"	"	"	"	"	X
51-28-5	2,4-Dinitrophenol	< 5.75		µg/l	5.75	3.69	1	"	"	"	"	"	X
121-14-2	2,4-Dinitrotoluene	< 5.75		µg/l	5.75	1.47	1	"	"	"	"	"	X
606-20-2	2,6-Dinitrotoluene	< 5.75		µg/l	5.75	1.25	1	"	"	"	"	"	X
117-84-0	Di-n-octyl phthalate	< 5.75		µg/l	5.75	1.52	1	"	"	"	"	"	X
206-44-0	Fluoranthene	< 5.75		µg/l	5.75	2.46	1	"	"	"	"	"	X
86-73-7	Fluorene	< 5.75		µg/l	5.75	1.05	1	"	"	"	"	"	X
118-74-1	Hexachlorobenzene	< 5.75		µg/l	5.75	1.39	1	"	"	"	"	"	X
87-68-3	Hexachlorobutadiene	< 5.75		µg/l	5.75	1.52	1	"	"	"	"	"	X
77-47-4	Hexachlorocyclopentadiene	< 5.75		µg/l	5.75	1.55	1	"	"	"	"	"	X
67-72-1	Hexachloroethane	< 5.75		µg/l	5.75	1.29	1	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	< 5.75		µg/l	5.75	1.54	1	"	"	"	"	"	X
78-59-1	Isophorone	< 5.75		µg/l	5.75	1.23	1	"	"	"	"	"	X
91-57-6	2-Methylnaphthalene	< 5.75		µg/l	5.75	1.47	1	"	"	"	"	"	X
95-48-7	2-Methylphenol	< 5.75		µg/l	5.75	0.977	1	"	"	"	"	"	X
108-39-4, 106-44-5	3 & 4-Methylphenol	< 11.5		µg/l	11.5	1.25	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 5.75		µg/l	5.75	0.862	1	"	"	"	"	"	X
88-74-4	2-Nitroaniline	< 5.75		µg/l	5.75	1.22	1	"	"	"	"	"	X
99-09-2	3-Nitroaniline	< 5.75		µg/l	5.75	1.83	1	"	"	"	"	"	X
100-01-6	4-Nitroaniline	< 23.0		µg/l	23.0	5.25	1	"	"	"	"	"	X
98-95-3	Nitrobenzene	< 5.75		µg/l	5.75	1.10	1	"	"	"	"	"	X
88-75-5	2-Nitrophenol	< 5.75		µg/l	5.75	1.51	1	"	"	"	"	"	X
100-02-7	4-Nitrophenol	< 23.0		µg/l	23.0	2.95	1	"	"	"	"	"	X
62-75-9	N-Nitrosodimethylamine	< 5.75		µg/l	5.75	2.40	1	"	"	"	"	"	X
621-64-7	N-Nitrosodi-n-propylamine	< 5.75		µg/l	5.75	1.28	1	"	"	"	"	"	X
86-30-6	N-Nitrosodiphenylamine	< 5.75		µg/l	5.75	1.31	1	"	"	"	"	"	X
87-86-5	Pentachlorophenol	< 23.0		µg/l	23.0	2.05	1	"	"	"	"	"	X
85-01-8	Phenanthrene	< 5.75		µg/l	5.75	0.690	1	"	"	"	"	"	X
108-95-2	Phenol	< 5.75		µg/l	5.75	1.21	1	"	"	"	"	"	X
129-00-0	Pyrene	< 5.75		µg/l	5.75	2.84	1	"	"	"	"	"	X
110-86-1	Pyridine	< 5.75		µg/l	5.75	2.10	1	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 5.75		µg/l	5.75	1.14	1	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	< 5.75		µg/l	5.75	1.26	1	"	"	"	"	"	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-15 (PANYNJ) SB40151-07	60236456	Ground Water	30-Nov-11 10:40	30-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds Prepared by method SW846 3510C													
95-95-4	2,4,5-Trichlorophenol	< 5.75		µg/l	5.75	1.69	1	SW846 8270D	02-Dec-11	09-Dec-11	MSL	1125136	X
88-06-2	2,4,6-Trichlorophenol	< 5.75		µg/l	5.75	1.11	1	"	"	"	"	"	X
82-68-8	Pentachloronitrobenzene	< 5.75		µg/l	5.75	1.85	1	"	"	"	"	"	X
95-94-3	1,2,4,5-Tetrachlorobenzene	< 5.75		µg/l	5.75	0.793	1	"	"	"	"	"	X
Surrogate recoveries:													
321-60-8	*2-Fluorobiphenyl*	*63*			*30-130 %*			"	"	"	"	"	
367-12-4	*2-Fluorophenol*	*48*			*15-110 %*			"	"	"	"	"	
4165-60-0	*Nitrobenzene-d5*	*70*			*30-130 %*			"	"	"	"	"	
4165-62-2	*Phenol-d5*	*34*			*15-110 %*			"	"	"	"	"	
1718-51-0	*Terphenyl-d14*	*77*			*30-130 %*			"	"	"	"	"	
118-79-6	*2,4,6-Tribromophenol*	*61*			*15-110 %*			"	"	"	"	"	
Tentatively Identified Compounds Prepared by method SW846 3510C													
003302-10-1	Hexanoic acid, 3,5,5-trimet...	16.3	TIC	µg/l			1	8270D TICS	"	"	MSL	"	
Extractable Petroleum Hydrocarbons													
Fingerprinting by GC Prepared by method SW846 3510C													
	Total Petroleum Hydrocarbons	1.7		mg/l	0.2	0.02	1	SW846 8100Mod.	02-Dec-11	05-Dec-11	SEW	1125096	
Surrogate recoveries:													
3386-33-2	*1-Chlorooctadecane*	*96*			*40-140 %*			"	"	"	"	"	
Total Metals by EPA 200/6000 Series Methods													
	Preservation	Field Preserved		N/A			1	EPA 200/6000 methods	01-Dec-11	01-Dec-11	JLM	1124998	
Total Metals by EPA 6000/7000 Series Methods													
7440-22-4	Silver	< 0.0050		mg/l	0.0050	0.0020	1	SW846 6010C	07-Dec-11	09-Dec-11	EDT	1125433	X
7440-38-2	Arsenic	< 0.0040		mg/l	0.0040	0.0032	1	"	"	"	"	"	X
7440-39-3	Barium	0.0383		mg/l	0.0050	0.0034	1	"	"	"	"	"	X
7440-43-9	Cadmium	< 0.0025		mg/l	0.0025	0.0001	1	"	"	"	"	"	X
7440-47-3	Chromium	< 0.0050		mg/l	0.0050	0.0034	1	"	"	"	"	"	X
7439-92-1	Lead	< 0.0075		mg/l	0.0075	0.0045	1	"	"	12-Dec-11	"	"	X
7782-49-2	Selenium	< 0.0150		mg/l	0.0150	0.0024	1	"	"	09-Dec-11	"	"	X
Total Metals by EPA 200 Series Methods													
7439-97-6	Mercury	< 0.00020		mg/l	0.00020	0.00007	1	EPA 245.1/7470A	07-Dec-11	09-Dec-11	RH	1125434	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
Trip Blank-113011	60236456	Aqueous	30-Nov-11 00:00	30-Nov-11
SB40151-08				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cer.
Volatile Organic Compounds													
Volatile Organic Compounds Prepared by method SW846 5030 Water MS													
76-13-1	1,1,2-Trichlorotrifluoroethane (Freon 113)	< 1.0		µg/l	1.0	0.6	1	SW846 8260C	07-Dec-11	08-Dec-11	eq	1125519	X
67-64-1	Acetone	< 10.0		µg/l	10.0	2.6	1	"	"	"	"	"	X
107-13-1	Acrylonitrile	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
71-43-2	Benzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-86-1	Bromobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	
74-97-5	Bromochloromethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-27-4	Bromodichloromethane	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
75-25-2	Bromoform	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
74-83-9	Bromomethane	< 2.0		µg/l	2.0	1.1	1	"	"	"	"	"	X
78-93-3	2-Butanone (MEK)	< 10.0		µg/l	10.0	1.7	1	"	"	"	"	"	X
104-51-8	n-Butylbenzene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-15-0	Carbon disulfide	< 2.0		µg/l	2.0	0.6	1	"	"	"	"	"	X
56-23-5	Carbon tetrachloride	< 1.0		µg/l	1.0	0.5	1	"	"	"	"	"	X
108-90-7	Chlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-00-3	Chloroethane	< 2.0		µg/l	2.0	1.0	1	"	"	"	"	"	X
67-66-3	Chloroform	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
74-87-3	Chloromethane	< 2.0		µg/l	2.0	1.5	1	"	"	"	"	"	)
95-49-8	2-Chlorotoluene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
106-43-4	4-Chlorotoluene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
96-12-8	1,2-Dibromo-3-chloropropane	< 2.0		µg/l	2.0	0.9	1	"	"	"	"	"	X
124-48-1	Dibromochloromethane	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
106-93-4	1,2-Dibromoethane (EDB)	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
74-95-3	Dibromomethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
95-50-1	1,2-Dichlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
75-71-8	Dichlorodifluoromethane (Freon12)	< 2.0		µg/l	2.0	0.4	1	"	"	"	"	"	X
75-34-3	1,1-Dichloroethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
107-06-2	1,2-Dichloroethane	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
75-35-4	1,1-Dichloroethene	< 1.0		µg/l	1.0	0.5	1	"	"	"	"	"	X
156-59-2	cis-1,2-Dichloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
156-60-5	trans-1,2-Dichloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
78-87-5	1,2-Dichloropropane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
142-28-9	1,3-Dichloropropane	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
594-20-7	2,2-Dichloropropane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
563-58-6	1,1-Dichloropropene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
10061-01-5	cis-1,3-Dichloropropene	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
10061-02-6	trans-1,3-Dichloropropene	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
100-41-4	Ethylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	)
87-68-3	Hexachlorobutadiene	< 0.5		µg/l	0.5	0.4	1	"	"	"	"	"	X
591-78-6	2-Hexanone (MBK)	< 10.0		µg/l	10.0	0.5	1	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
Trip Blank-113011	60236456	Aqueous	30-Nov-11 00:00	30-Nov-11
CB40151-08				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Volatile Organic Compounds													
Prepared by method SW846 5030 Water MS													
98-82-8	Isopropylbenzene	< 1.0		µg/l	1.0	0.6	1	SW846 8260C	07-Dec-11	08-Dec-11	eq	1125519	X
99-87-6	4-Isopropyltoluene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-10-1	4-Methyl-2-pentanone (MIBK)	< 10.0		µg/l	10.0	0.9	1	"	"	"	"	"	X
75-09-2	Methylene chloride	< 2.0		µg/l	2.0	0.7	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 1.0		µg/l	1.0	0.3	1	"	"	"	"	"	X
103-65-1	n-Propylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
100-42-5	Styrene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
630-20-6	1,1,1,2-Tetrachloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-34-5	1,1,2,2-Tetrachloroethane	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
127-18-4	Tetrachloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-88-3	Toluene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
87-61-6	1,2,3-Trichlorobenzene	< 1.0		µg/l	1.0	0.4	1	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 1.0		µg/l	1.0	0.4	1	"	"	"	"	"	X
108-70-3	1,3,5-Trichlorobenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	
71-55-6	1,1,1-Trichloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-00-5	1,1,2-Trichloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-01-6	Trichloroethene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
3-4	Trichlorofluoromethane (Freon 11)	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
96-18-4	1,2,3-Trichloropropane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-01-4	Vinyl chloride	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 2.0		µg/l	2.0	1.6	1	"	"	"	"	"	X
95-47-6	o-Xylene	< 1.0		µg/l	1.0	0.9	1	"	"	"	"	"	X
109-99-9	Tetrahydrofuran	< 2.0		µg/l	2.0	1.4	1	"	"	"	"	"	
60-29-7	Ethyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	
994-05-8	Tert-amyl methyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
637-92-3	Ethyl tert-butyl ether	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
108-20-3	Di-isopropyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-65-0	Tert-Butanol / butyl alcohol	< 10.0		µg/l	10.0	8.6	1	"	"	"	"	"	X
123-91-1	1,4-Dioxane	< 20.0		µg/l	20.0	14.0	1	"	"	"	"	"	X
110-57-6	trans-1,4-Dichloro-2-buten e	< 5.0		µg/l	5.0	0.8	1	"	"	"	"	"	X
64-17-5	Ethanol	< 400		µg/l	400	35.7	1	"	"	"	"	"	X
Surrogate recoveries:													
460-00-4	*4-Bromofluorobenzene*	*94*			*70-130 %*			"	"	"	"	"	
2037-26-5	*Toluene-d8*	*96*			*70-130 %*			"	"	"	"	"	
17060-07-0	*1,2-Dichloroethane-d4*	*99*			*70-130 %*			"	"	"	"	"	
1868-53-7	*Dibromofluoromethane*	*99*			*70-130 %*			"	"	"	"	"	
tatively Identified Compounds by GC/MS													
repared by method SW846 5030 Water MS													

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
Trip Blank-113011 SB40151-08	60236456	Aqueous	30-Nov-11 00:00	30-Nov-11

CAS No.	*Analyte(s)*	*Result*	*Flag*	*Units*	**RDL*	*MDL*	*Dilution*	*Method Ref.*	*Prepared*	*Analyzed*	*Analyst*	*Batch*	*Cert.*
Volatile Organic Compounds													
Tentatively Identified Compounds by GC/MS Prepared by method SW846 5030 Water MS													
	Tentatively Identified Compounds	None found		µg/l			1	SW846 8260C TICs	07-Dec-11	08-Dec-11	eq	1125519	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-8 (ENSR) CR40151-09	60236456	Ground Water	30-Nov-11 15:10	30-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Volatile Organic Compounds Prepared by method SW846 5030 Water MS													
76-13-1	1,1,2-Trichlorotrifluoroethane (Freon 113)	< 1.0		µg/l	1.0	0.6	1	SW846 8260C	08-Dec-11	09-Dec-11	NAA	1125592	X
67-64-1	Acetone	< 10.0		µg/l	10.0	2.6	1	"	"	"	"	"	X
107-13-1	Acrylonitrile	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
71-43-2	Benzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-86-1	Bromobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	
74-97-5	Bromochloromethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-27-4	Bromodichloromethane	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
75-25-2	Bromoform	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
74-83-9	Bromomethane	< 2.0		µg/l	2.0	1.1	1	"	"	"	"	"	X
78-93-3	2-Butanone (MEK)	< 10.0		µg/l	10.0	1.7	1	"	"	"	"	"	X
104-51-8	n-Butylbenzene	3.1		µg/l	1.0	0.6	1	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	3.1		µg/l	1.0	0.8	1	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-15-0	Carbon disulfide	< 2.0		µg/l	2.0	0.6	1	"	"	"	"	"	X
56-23-5	Carbon tetrachloride	< 1.0		µg/l	1.0	0.5	1	"	"	"	"	"	X
108-90-7	Chlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-00-3	Chloroethane	< 2.0		µg/l	2.0	1.0	1	"	"	"	"	"	X
[illegible]-66-3	Chloroform	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
-3	Chloromethane	< 2.0		µg/l	2.0	1.5	1	"	"	"	"	"	X
95-49-8	2-Chlorotoluene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
106-43-4	4-Chlorotoluene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
96-12-8	1,2-Dibromo-3-chloropropane	< 2.0		µg/l	2.0	0.9	1	"	"	"	"	"	X
124-48-1	Dibromochloromethane	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
106-93-4	1,2-Dibromoethane (EDB)	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
74-95-3	Dibromomethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
95-50-1	1,2-Dichlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
75-71-8	Dichlorodifluoromethane (Freon12)	< 2.0		µg/l	2.0	0.4	1	"	"	"	"	"	X
75-34-3	1,1-Dichloroethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
107-06-2	1,2-Dichloroethane	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
75-35-4	1,1-Dichloroethene	< 1.0		µg/l	1.0	0.5	1	"	"	"	"	"	X
156-59-2	cis-1,2-Dichloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
156-60-5	trans-1,2-Dichloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
78-87-5	1,2-Dichloropropane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
142-28-9	1,3-Dichloropropane	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
594-20-7	2,2-Dichloropropane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
563-58-6	1,1-Dichloropropene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
10061-01-5	cis-1,3-Dichloropropene	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
10061-02-6	trans-1,3-Dichloropropene	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
11-4	Ethylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
87-68-3	Hexachlorobutadiene	< 0.5		µg/l	0.5	0.4	1	"	"	"	"	"	X
591-78-6	2-Hexanone (MBK)	< 10.0		µg/l	10.0	0.5	1	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-8 (ENSR)	60236456	Ground Water	30-Nov-11 15:10	30-Nov-11
SB40151-09				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Volatile Organic Compounds													
Prepared by method SW846 5030 Water MS													
98-82-8	Isopropylbenzene	4.1		µg/l	1.0	0.6	1	SW846 8260C	08-Dec-11	09-Dec-11	NAA	1125592	X
99-87-6	4-Isopropyltoluene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-10-1	4-Methyl-2-pentanone (MIBK)	< 10.0		µg/l	10.0	0.9	1	"	"	"	"	"	X
75-09-2	Methylene chloride	< 2.0		µg/l	2.0	0.7	1	"	"	"	"	"	X
91-20-3	Naphthalene	2.4		µg/l	1.0	0.3	1	"	"	"	"	"	X
103-65-1	n-Propylbenzene	6.4		µg/l	1.0	0.8	1	"	"	"	"	"	X
100-42-5	Styrene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
630-20-6	1,1,1,2-Tetrachloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-34-5	1,1,2,2-Tetrachloroethane	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
127-18-4	Tetrachloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-88-3	Toluene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
87-61-6	1,2,3-Trichlorobenzene	< 1.0		µg/l	1.0	0.4	1	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 1.0		µg/l	1.0	0.4	1	"	"	"	"	"	X
108-70-3	1,3,5-Trichlorobenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	
71-55-6	1,1,1-Trichloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-00-5	1,1,2-Trichloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-01-6	Trichloroethene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
75-69-4	Trichlorofluoromethane (Freon 11)	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
96-18-4	1,2,3-Trichloropropane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-01-4	Vinyl chloride	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 2.0		µg/l	2.0	1.6	1	"	"	"	"	"	X
95-47-6	o-Xylene	< 1.0		µg/l	1.0	0.9	1	"	"	"	"	"	X
109-99-9	Tetrahydrofuran	< 2.0		µg/l	2.0	1.4	1	"	"	"	"	"	
60-29-7	Ethyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	
994-05-8	Tert-amyl methyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
637-92-3	Ethyl tert-butyl ether	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
108-20-3	Di-isopropyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-65-0	Tert-Butanol / butyl alcohol	< 10.0		µg/l	10.0	8.6	1	"	"	"	"	"	X
123-91-1	1,4-Dioxane	< 20.0		µg/l	20.0	14.0	1	"	"	"	"	"	X
110-57-6	trans-1,4-Dichloro-2-buten e	< 5.0		µg/l	5.0	0.8	1	"	"	"	"	"	X
64-17-5	Ethanol	< 400		µg/l	400	35.7	1	"	"	"	"	"	X
Surrogate recoveries:													
460-00-4	*4-Bromofluorobenzene*	*97*			*70-130 %*			"	"	"	"	"	
2037-26-5	*Toluene-d8*	*99*			*70-130 %*			"	"	"	"	"	
17060-07-0	*1,2-Dichloroethane-d4*	*113*			*70-130 %*			"	"	"	"	"	
1868-53-7	*Dibromofluoromethane*	*105*			*70-130 %*			"	"	"	"	"	
Tentatively Identified Compounds by GC/MS			TIC										
Prepared by method SW846 5030 Water MS													

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-8 (ENSR) SB40151-09	60236456	Ground Water	30-Nov-11 15:10	30-Nov-11

AS No.	*Analyte(s)*	*Result*	*Flag*	*Units*	**RDL*	*MDL*	*Dilution*	*Method Ref.*	*Prepared*	*Analyzed*	*Analyst*	*Batch*	*Cert.*
Volatile Organic Compounds													
Tentatively Identified Compounds by GC/MS			TIC										
Prepared by method SW846 5030 Water MS													
	1H-Indene, 2,3-dihydro-4,7-...	8.8		µg/l			1	SW846 8260C TICs	08-Dec-11	09-Dec-11	NAA	1125592	
000768-00-3	Benzene, (1-methyl-1-propen...	13.2		µg/l			1	"	"	"	"	"	
488-23-3	Benzene, 1,2,3,4-tetramethyl-	12.8		µg/l			1	"	"	"	"	"	
95-93-2	Benzene, 1,2,4,5-tetramethyl-	28.3		µg/l			1	"	"	"	"	"	
002870-04-4	Benzene, 2-ethyl-1,3-dimethyl-	13.2		µg/l			1	"	"	"	"	"	
	Naphthalene, 1-methyl-	37.1		µg/l			1	"	"	"	"	"	
	Naphthalene, 2-methyl-	30.1		µg/l			1	"	"	"	"	"	
Organic Compounds by Modified SW846 8015													
Glycol Analysis													
Prepared by method SW846 8015 Mod.													
111-46-6	Diethylene glycol	< 20.0		mg/l	20.0	3.93	1	SW846 8015 Mod	03-Dec-11	08-Dec-11	SEW	1125087	
107-21-1	Ethylene glycol	< 10.0		mg/l	10.0	6.13	1	"	"	"	"	"	
111-76-2	Ethylene glycol monobutyl ether	< 10.0		mg/l	10.0	2.10	1	"	"	"	"	"	
57-55-6	Propylene glycol	< 10.0		mg/l	10.0	6.42	1	"	"	"	"	"	
Surrogate recoveries:													
71-0	*1-Pentanol*	*93*			*40-140 %*			"	"	"	"	"	
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds													
Prepared by method SW846 3510C													
83-32-9	Acenaphthene	< 5.68		µg/l	5.68	0.920	1	SW846 8270D	02-Dec-11	09-Dec-11	MSL	1125136	X
208-96-8	Acenaphthylene	< 5.68		µg/l	5.68	1.15	1	"	"	"	"	"	X
62-53-3	Aniline	< 5.68		µg/l	5.68	2.42	1	"	"	"	"	"	X
120-12-7	Anthracene	< 5.68		µg/l	5.68	0.841	1	"	"	"	"	"	X
103-33-3	Azobenzene/Diphenyldiazine	< 5.68		µg/l	5.68	1.22	1	"	"	"	"	"	
92-87-5	Benzidine	< 5.68		µg/l	5.68	3.38	1	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	< 5.68		µg/l	5.68	0.636	1	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	< 5.68		µg/l	5.68	0.955	1	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	< 5.68		µg/l	5.68	1.09	1	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	< 5.68		µg/l	5.68	1.65	1	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	< 5.68		µg/l	5.68	1.73	1	"	"	"	"	"	X
65-85-0	Benzoic acid	< 5.68		µg/l	5.68	1.78	1	"	"	"	"	"	X
100-51-6	Benzyl alcohol	< 5.68		µg/l	5.68	1.74	1	"	"	"	"	"	X
111-91-1	Bis(2-chloroethoxy)methane	< 5.68		µg/l	5.68	1.20	1	"	"	"	"	"	X
111-44-4	Bis(2-chloroethyl)ether	< 5.68		µg/l	5.68	1.27	1	"	"	"	"	"	X
108-60-1	Bis(2-chloroisopropyl)ether	< 5.68		µg/l	5.68	1.40	1	"	"	"	"	"	X
117-81-7	Bis(2-ethylhexyl)phthalate	< 5.68		µg/l	5.68	1.91	1	"	"	"	"	"	X
101-55-3	4-Bromophenyl phenyl ether	< 5.68		µg/l	5.68	1.49	1	"	"	"	"	"	X
85-68-7	Butyl benzyl phthalate	< 5.68		µg/l	5.68	0.852	1	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-8 (ENSR) SB40151-09	60236456	Ground Water	30-Nov-11 15:10	30-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cer.
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds Prepared by method SW846 3510C													
86-74-8	Carbazole	< 5.68		µg/l	5.68	2.30	1	SW846 8270D	02-Dec-11	09-Dec-11	MSL	1125136	X
59-50-7	4-Chloro-3-methylphenol	< 5.68		µg/l	5.68	1.65	1	"	"	"	"	"	X
106-47-8	4-Chloroaniline	< 5.68		µg/l	5.68	1.34	1	"	"	"	"	"	X
91-58-7	2-Chloronaphthalene	< 5.68		µg/l	5.68	0.750	1	"	"	"	"	"	X
95-57-8	2-Chlorophenol	< 5.68		µg/l	5.68	0.955	1	"	"	"	"	"	X
7005-72-3	4-Chlorophenyl phenyl ether	< 5.68		µg/l	5.68	1.11	1	"	"	"	"	"	X
218-01-9	Chrysene	< 5.68		µg/l	5.68	0.750	1	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	< 5.68		µg/l	5.68	1.49	1	"	"	"	"	"	X
132-64-9	Dibenzofuran	< 5.68		µg/l	5.68	0.750	1	"	"	"	"	"	X
95-50-1	1,2-Dichlorobenzene	< 5.68		µg/l	5.68	0.966	1	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 5.68		µg/l	5.68	1.53	1	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 5.68		µg/l	5.68	0.818	1	"	"	"	"	"	X
91-94-1	3,3'-Dichlorobenzidine	< 5.68		µg/l	5.68	2.30	1	"	"	"	"	"	X
120-83-2	2,4-Dichlorophenol	< 5.68		µg/l	5.68	1.51	1	"	"	"	"	"	X
84-66-2	Diethyl phthalate	< 5.68		µg/l	5.68	1.40	1	"	"	"	"	"	X
131-11-3	Dimethyl phthalate	< 5.68		µg/l	5.68	0.966	1	"	"	"	"	"	X
105-67-9	2,4-Dimethylphenol	< 5.68		µg/l	5.68	1.19	1	"	"	"	"	"	X
84-74-2	Di-n-butyl phthalate	< 5.68		µg/l	5.68	1.52	1	"	"	"	"	"	X
534-52-1	4,6-Dinitro-2-methylphenol	< 5.68		µg/l	5.68	2.18	1	"	"	"	"	"	X
51-28-5	2,4-Dinitrophenol	< 5.68		µg/l	5.68	3.65	1	"	"	"	"	"	X
121-14-2	2,4-Dinitrotoluene	< 5.68		µg/l	5.68	1.45	1	"	"	"	"	"	X
606-20-2	2,6-Dinitrotoluene	< 5.68		µg/l	5.68	1.24	1	"	"	"	"	"	X
117-84-0	Di-n-octyl phthalate	< 5.68		µg/l	5.68	1.50	1	"	"	"	"	"	X
206-44-0	Fluoranthene	< 5.68		µg/l	5.68	2.43	1	"	"	"	"	"	X
86-73-7	Fluorene	< 5.68		µg/l	5.68	1.03	1	"	"	"	"	"	X
118-74-1	Hexachlorobenzene	< 5.68		µg/l	5.68	1.38	1	"	"	"	"	"	X
87-68-3	Hexachlorobutadiene	< 5.68		µg/l	5.68	1.50	1	"	"	"	"	"	X
77-47-4	Hexachlorocyclopentadiene	< 5.68		µg/l	5.68	1.53	1	"	"	"	"	"	X
67-72-1	Hexachloroethane	< 5.68		µg/l	5.68	1.27	1	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	< 5.68		µg/l	5.68	1.52	1	"	"	"	"	"	X
78-59-1	Isophorone	< 5.68		µg/l	5.68	1.22	1	"	"	"	"	"	X
91-57-6	2-Methylnaphthalene	21.4		µg/l	5.68	1.45	1	"	"	"	"	"	X
95-48-7	2-Methylphenol	< 5.68		µg/l	5.68	0.966	1	"	"	"	"	"	X
108-39-4, 106-44-5	3 & 4-Methylphenol	< 11.4		µg/l	11.4	1.24	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 5.68		µg/l	5.68	0.852	1	"	"	"	"	"	X
88-74-4	2-Nitroaniline	< 5.68		µg/l	5.68	1.20	1	"	"	"	"	"	X
99-09-2	3-Nitroaniline	< 5.68		µg/l	5.68	1.81	1	"	"	"	"	"	X
100-01-6	4-Nitroaniline	< 22.7		µg/l	22.7	5.19	1	"	"	"	"	"	X
98-95-3	Nitrobenzene	< 5.68		µg/l	5.68	1.09	1	"	"	"	"	"	X
88-75-5	2-Nitrophenol	< 5.68		µg/l	5.68	1.49	1	"	"	"	"	"	X
100-02-7	4-Nitrophenol	< 22.7		µg/l	22.7	2.92	1	"	"	"	"	"	X
62-75-9	N-Nitrosodimethylamine	< 5.68		µg/l	5.68	2.38	1	"	"	"	"	"	X
621-64-7	N-Nitrosodi-n-propylamine	< 5.68		µg/l	5.68	1.26	1	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-8 (ENSR) SB40151-09	60236456	Ground Water	30-Nov-11 15:10	30-Nov-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds Prepared by method SW846 3510C													
86-30-6	N-Nitrosodiphenylamine	< 5.68		µg/l	5.68	1.30	1	SW846 8270D	02-Dec-11	09-Dec-11	MSL	1125136	X
87-86-5	Pentachlorophenol	< 22.7		µg/l	22.7	2.02	1	"	"	"	"	"	X
85-01-8	Phenanthrene	< 5.68		µg/l	5.68	0.682	1	"	"	"	"	"	X
108-95-2	Phenol	< 5.68		µg/l	5.68	1.19	1	"	"	"	"	"	X
129-00-0	Pyrene	< 5.68		µg/l	5.68	2.81	1	"	"	"	"	"	X
110-86-1	Pyridine	< 5.68		µg/l	5.68	2.08	1	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 5.68		µg/l	5.68	1.12	1	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	18.9		µg/l	5.68	1.25	1	"	"	"	"	"	
95-95-4	2,4,5-Trichlorophenol	< 5.68		µg/l	5.68	1.67	1	"	"	"	"	"	X
88-06-2	2,4,6-Trichlorophenol	< 5.68		µg/l	5.68	1.10	1	"	"	"	"	"	X
82-68-8	Pentachloronitrobenzene	< 5.68		µg/l	5.68	1.83	1	"	"	"	"	"	X
95-94-3	1,2,4,5-Tetrachlorobenzene	< 5.68		µg/l	5.68	0.784	1	"	"	"	"	"	X
Surrogate recoveries:													
321-60-8	*2-Fluorobiphenyl*	*55*			*30-130 %*			"	"	"	"	"	
367-12-4	*2-Fluorophenol*	*40*			*15-110 %*			"	"	"	"	"	
4165-60-0	*Nitrobenzene-d5*	*59*			*30-130 %*			"	"	"	"	"	
4165-62-2	*Phenol-d5*	*29*			*15-110 %*			"	"	"	"	"	
"18-51-0	*Terphenyl-dl4*	*66*			*30-130 %*			"	"	"	"	"	
79-6	*2,4,6-Tribromophenol*	*42*			*15-110 %*			"	"	"	"	"	
Tentatively Identified Compounds Prepared by method SW846 3510C													
029878-31-7	1H-Benzotriazole, 4-methyl-	55.4	TIC	µg/l			1	8270D TICS	"	"	MSL	"	
000136-85-6	1H-Benzotriazole, 5-methyl-	85.2	TIC	µg/l			1	"	"	"	"	"	
488-23-3	Benzene, 1,2,3,4-tetramethyl-	25.0	TIC	µg/l			1	"	"	"	"	"	
Extractable Petroleum Hydrocarbons													
Fingerprinting by GC Prepared by method SW846 3510C													
	Total Petroleum Hydrocarbons	5.2		mg/l	0.2	0.02	1	SW846 8100Mod.	05-Dec-11	08-Dec-11	SEW	1125293	
Surrogate recoveries:													
3386-33-2	*1-Chlorooctadecane*	*92*			*40-140 %*			"	"	"	"	"	

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125501 - SW846 5030 Water MS										
Blank (1125501-BLK1)						Prepared & Analyzed: 07-Dec-11				
Tentatively Identified Compounds	**None found**		µg/l							
1,1,2-Trichlorotrifluoroethane (Freon 113)	< 1.0		µg/l	1.0						
Acetone	< 10.0		µg/l	10.0						
Acrylonitrile	< 0.5		µg/l	0.5						
Benzene	< 1.0		µg/l	1.0						
Bromobenzene	< 1.0		µg/l	1.0						
Bromochloromethane	< 1.0		µg/l	1.0						
Bromodichloromethane	< 0.5		µg/l	0.5						
Bromoform	< 1.0		µg/l	1.0						
Bromomethane	< 2.0		µg/l	2.0						
2-Butanone (MEK)	< 10.0		µg/l	10.0						
n-Butylbenzene	< 1.0		µg/l	1.0						
sec-Butylbenzene	< 1.0		µg/l	1.0						
tert-Butylbenzene	< 1.0		µg/l	1.0						
Carbon disulfide	< 2.0		µg/l	2.0						
Carbon tetrachloride	< 1.0		µg/l	1.0						
Chlorobenzene	< 1.0		µg/l	1.0						
Chloroethane	< 2.0		µg/l	2.0						
Chloroform	< 1.0		µg/l	1.0						
Chloromethane	< 2.0		µg/l	2.0						
2-Chlorotoluene	< 1.0		µg/l	1.0						
4-Chlorotoluene	< 1.0		µg/l	1.0						
1,2-Dibromo-3-chloropropane	< 2.0		µg/l	2.0						
Dibromochloromethane	< 0.5		µg/l	0.5						
1,2-Dibromoethane (EDB)	< 0.5		µg/l	0.5						
Dibromomethane	< 1.0		µg/l	1.0						
1,2-Dichlorobenzene	< 1.0		µg/l	1.0						
1,3-Dichlorobenzene	< 1.0		µg/l	1.0						
1,4-Dichlorobenzene	< 1.0		µg/l	1.0						
Dichlorodifluoromethane (Freon12)	< 2.0		µg/l	2.0						
1,1-Dichloroethane	< 1.0		µg/l	1.0						
1,2-Dichloroethane	< 1.0		µg/l	1.0						
1,1-Dichloroethene	< 1.0		µg/l	1.0						
cis-1,2-Dichloroethene	< 1.0		µg/l	1.0						
trans-1,2-Dichloroethene	< 1.0		µg/l	1.0						
1,2-Dichloropropane	< 1.0		µg/l	1.0						
1,3-Dichloropropane	< 1.0		µg/l	1.0						
2,2-Dichloropropane	< 1.0		µg/l	1.0						
1,1-Dichloropropene	< 1.0		µg/l	1.0						
cis-1,3-Dichloropropene	< 0.5		µg/l	0.5						
trans-1,3-Dichloropropene	< 0.5		µg/l	0.5						
Ethylbenzene	< 1.0		µg/l	1.0						
Hexachlorobutadiene	< 0.5		µg/l	0.5						
2-Hexanone (MBK)	< 10.0		µg/l	10.0						
Isopropylbenzene	< 1.0		µg/l	1.0						
4-Isopropyltoluene	< 1.0		µg/l	1.0						
Methyl tert-butyl ether	< 1.0		µg/l	1.0						
4-Methyl-2-pentanone (MIBK)	< 10.0		µg/l	10.0						
Methylene chloride	< 2.0		µg/l	2.0						
Naphthalene	< 1.0		µg/l	1.0						
n-Propylbenzene	< 1.0		µg/l	1.0						
Styrene	< 1.0		µg/l	1.0						

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125501 - SW846 5030 Water MS										
Blank (1125501-BLK1)						Prepared & Analyzed: 07-Dec-11				
1,1,1,2-Tetrachloroethane	< 1.0		µg/l	1.0						
1,1,2,2-Tetrachloroethane	< 0.5		µg/l	0.5						
Tetrachloroethene	< 1.0		µg/l	1.0						
Toluene	< 1.0		µg/l	1.0						
1,2,3-Trichlorobenzene	< 1.0		µg/l	1.0						
1,2,4-Trichlorobenzene	< 1.0		µg/l	1.0						
1,3,5-Trichlorobenzene	< 1.0		µg/l	1.0						
1,1,1-Trichloroethane	< 1.0		µg/l	1.0						
1,1,2-Trichloroethane	< 1.0		µg/l	1.0						
Trichloroethene	< 1.0		µg/l	1.0						
Trichlorofluoromethane (Freon 11)	< 1.0		µg/l	1.0						
1,2,3-Trichloropropane	< 1.0		µg/l	1.0						
1,2,4-Trimethylbenzene	< 1.0		µg/l	1.0						
1,3,5-Trimethylbenzene	< 1.0		µg/l	1.0						
Vinyl chloride	< 1.0		µg/l	1.0						
m,p-Xylene	< 2.0		µg/l	2.0						
o-Xylene	< 1.0		µg/l	1.0						
Tetrahydrofuran	< 2.0		µg/l	2.0						
Ethyl ether	< 1.0		µg/l	1.0						
Tert-amyl methyl ether	< 1.0		µg/l	1.0						
Ethyl tert-butyl ether	< 1.0		µg/l	1.0						
Di-isopropyl ether	< 1.0		µg/l	1.0						
Tert-Butanol / butyl alcohol	< 10.0		µg/l	10.0						
1,4-Dioxane	< 20.0		µg/l	20.0						
trans-1,4-Dichloro-2-butene	< 5.0		µg/l	5.0						
Ethanol	< 400		µg/l	400						
Surrogate: 4-Bromofluorobenzene	*49.0*		µg/l		*50.0*		*98*	*70-130*		
Surrogate: Toluene-d8	*49.2*		µg/l		*50.0*		*98*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*56.2*		µg/l		*50.0*		*112*	*70-130*		
Surrogate: Dibromofluoromethane	*51.5*		µg/l		*50.0*		*103*	*70-130*		
LCS (1125501-BS1)						Prepared & Analyzed: 07-Dec-11				
1,1,2-Trichlorotrifluoroethane (Freon 113)	**23.5**		µg/l		20.0		117	70-130		
Acetone	**25.0**		µg/l		20.0		125	70-130		
Acrylonitrile	**23.4**		µg/l		20.0		117	70-130		
Benzene	**22.2**		µg/l		20.0		111	70-130		
Bromobenzene	**20.4**		µg/l		20.0		102	70-130		
Bromochloromethane	**20.6**		µg/l		20.0		103	70-130		
Bromodichloromethane	**21.5**		µg/l		20.0		107	70-130		
Bromoform	**18.8**		µg/l		20.0		94	70-130		
Bromomethane	**22.7**		µg/l		20.0		113	70-130		
2-Butanone (MEK)	**24.7**		µg/l		20.0		123	70-130		
n-Butylbenzene	**21.0**		µg/l		20.0		105	70-130		
sec-Butylbenzene	**21.0**		µg/l		20.0		105	70-130		
tert-Butylbenzene	**21.1**		µg/l		20.0		105	70-130		
Carbon disulfide	**22.4**		µg/l		20.0		112	70-130		
Carbon tetrachloride	**21.2**		µg/l		20.0		106	70-130		
Chlorobenzene	**20.5**		µg/l		20.0		102	70-130		
Chloroethane	**23.3**		µg/l		20.0		117	70-130		
Chloroform	**20.6**		µg/l		20.0		103	70-130		
Chloromethane	**22.8**		µg/l		20.0		114	70-130		
2-Chlorotoluene	**21.3**		µg/l		20.0		106	70-130		

Volatile Organic Compounds - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125501 - SW846 5030 Water MS										
LCS (1125501-BS1)						Prepared & Analyzed: 07-Dec-11				
4-Chlorotoluene	**21.7**		µg/l		20.0		108	70-130		
1,2-Dibromo-3-chloropropane	**20.1**		µg/l		20.0		101	70-130		
Dibromochloromethane	**20.8**		µg/l		20.0		104	70-130		
1,2-Dibromoethane (EDB)	**22.7**		µg/l		20.0		114	70-130		
Dibromomethane	**22.1**		µg/l		20.0		111	70-130		
1,2-Dichlorobenzene	**21.0**		µg/l		20.0		105	70-130		
1,3-Dichlorobenzene	**19.8**		µg/l		20.0		99	70-130		
1,4-Dichlorobenzene	**20.1**		µg/l		20.0		100	70-130		
Dichlorodifluoromethane (Freon12)	**24.7**		µg/l		20.0		124	70-130		
1,1-Dichloroethane	**24.0**		µg/l		20.0		120	70-130		
1,2-Dichloroethane	**23.3**		µg/l		20.0		117	70-130		
1,1-Dichloroethene	**23.7**		µg/l		20.0		118	70-130		
cis-1,2-Dichloroethene	**21.7**		µg/l		20.0		108	70-130		
trans-1,2-Dichloroethene	**23.1**		µg/l		20.0		116	70-130		
1,2-Dichloropropane	**21.4**		µg/l		20.0		107	70-130		
1,3-Dichloropropane	**22.3**		µg/l		20.0		111	70-130		
2,2-Dichloropropane	**18.8**		µg/l		20.0		94	70-130		
1,1-Dichloropropene	**23.0**		µg/l		20.0		115	70-130		
cis-1,3-Dichloropropene	**20.9**		µg/l		20.0		104	70-130		
trans-1,3-Dichloropropene	**21.1**		µg/l		20.0		106	70-130		
Ethylbenzene	**22.2**		µg/l		20.0		111	70-130		
Hexachlorobutadiene	**18.9**		µg/l		20.0		95	70-130		
2-Hexanone (MBK)	**22.2**		µg/l		20.0		111	70-130		
Isopropylbenzene	**20.9**		µg/l		20.0		104	70-130		
4-Isopropyltoluene	**21.0**		µg/l		20.0		105	70-130		
Methyl tert-butyl ether	**21.9**		µg/l		20.0		109	70-130		
4-Methyl-2-pentanone (MIBK)	**22.9**		µg/l		20.0		115	70-130		
Methylene chloride	**23.2**		µg/l		20.0		116	70-130		
Naphthalene	**18.7**		µg/l		20.0		93	70-130		
n-Propylbenzene	**21.3**		µg/l		20.0		107	70-130		
Styrene	**21.2**		µg/l		20.0		106	70-130		
1,1,1,2-Tetrachloroethane	**19.6**		µg/l		20.0		98	70-130		
1,1,2,2-Tetrachloroethane	**21.2**		µg/l		20.0		106	70-130		
Tetrachloroethene	**21.4**		µg/l		20.0		107	70-130		
Toluene	**21.0**		µg/l		20.0		105	70-130		
1,2,3-Trichlorobenzene	**20.7**		µg/l		20.0		104	70-130		
1,2,4-Trichlorobenzene	**20.0**		µg/l		20.0		100	70-130		
1,3,5-Trichlorobenzene	**19.2**		µg/l		20.0		96	70-130		
1,1,1-Trichloroethane	**22.5**		µg/l		20.0		113	70-130		
1,1,2-Trichloroethane	**21.6**		µg/l		20.0		108	70-130		
Trichloroethene	**21.3**		µg/l		20.0		106	70-130		
Trichlorofluoromethane (Freon 11)	**24.4**		µg/l		20.0		122	70-130		
1,2,3-Trichloropropane	**21.9**		µg/l		20.0		109	70-130		
1,2,4-Trimethylbenzene	**21.9**		µg/l		20.0		110	70-130		
1,3,5-Trimethylbenzene	**21.5**		µg/l		20.0		107	70-130		
Vinyl chloride	**25.5**		µg/l		20.0		128	70-130		
m,p-Xylene	**43.5**		µg/l		40.0		109	70-130		
o-Xylene	**21.4**		µg/l		20.0		107	70-130		
Tetrahydrofuran	**24.4**		µg/l		20.0		122	70-130		
Ethyl ether	**24.4**		µg/l		20.0		122	70-130		
Tert-amyl methyl ether	**23.3**		µg/l		20.0		117	70-130		
Ethyl tert-butyl ether	**20.3**		µg/l		20.0		102	70-130		

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125501 - SW846 5030 Water MS										
LCS (1125501-BS1)					Prepared & Analyzed: 07-Dec-11					
Di-isopropyl ether	**22.8**		µg/l		20.0		114	70-130		
Tert-Butanol / butyl alcohol	**226**		µg/l		200		113	70-130		
1,4-Dioxane	**209**		µg/l		200		105	70-130		
trans-1,4-Dichloro-2-butene	**17.9**		µg/l		20.0		90	70-130		
Ethanol	**443**		µg/l		400		111	70-130		
Surrogate: 4-Bromofluorobenzene	*49.9*		µg/l		*50.0*		*100*	*70-130*		
Surrogate: Toluene-d8	*49.8*		µg/l		*50.0*		*100*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*55.2*		µg/l		*50.0*		*110*	*70-130*		
Surrogate: Dibromofluoromethane	*52.2*		µg/l		*50.0*		*104*	*70-130*		
LCS Dup (1125501-BSD1)					Prepared & Analyzed: 07-Dec-11					
1,1,2-Trichlorotrifluoroethane (Freon 113)	**23.4**		µg/l		20.0		117	70-130	0.5	25
Acetone	**24.8**		µg/l		20.0		124	70-130	0.5	50
Acrylonitrile	**22.6**		µg/l		20.0		113	70-130	3	25
Benzene	**21.6**		µg/l		20.0		108	70-130	3	25
Bromobenzene	**20.2**		µg/l		20.0		101	70-130	1	25
Bromochloromethane	**19.9**		µg/l		20.0		99	70-130	4	25
Bromodichloromethane	**21.1**		µg/l		20.0		105	70-130	2	25
Bromoform	**18.8**		µg/l		20.0		94	70-130	0.4	25
Bromomethane	**22.4**		µg/l		20.0		112	70-130	1	50
2-Butanone (MEK)	**23.7**		µg/l		20.0		119	70-130	4	50
n-Butylbenzene	**20.6**		µg/l		20.0		103	70-130	2	25
sec-Butylbenzene	**20.6**		µg/l		20.0		103	70-130	2	25
tert-Butylbenzene	**20.8**		µg/l		20.0		104	70-130	1	25
Carbon disulfide	**22.3**		µg/l		20.0		111	70-130	0.4	25
Carbon tetrachloride	**20.6**		µg/l		20.0		103	70-130	3	25
Chlorobenzene	**19.8**		µg/l		20.0		99	70-130	4	25
Chloroethane	**22.6**		µg/l		20.0		113	70-130	3	50
Chloroform	**20.2**		µg/l		20.0		101	70-130	2	25
Chloromethane	**22.6**		µg/l		20.0		113	70-130	1	25
2-Chlorotoluene	**20.8**		µg/l		20.0		104	70-130	2	25
4-Chlorotoluene	**21.2**		µg/l		20.0		106	70-130	2	25
1,2-Dibromo-3-chloropropane	**21.7**		µg/l		20.0		108	70-130	7	25
Dibromochloromethane	**20.0**		µg/l		20.0		100	70-130	4	50
1,2-Dibromoethane (EDB)	**22.1**		µg/l		20.0		110	70-130	3	25
Dibromomethane	**21.6**		µg/l		20.0		108	70-130	2	25
1,2-Dichlorobenzene	**21.1**		µg/l		20.0		106	70-130	0.4	25
1,3-Dichlorobenzene	**19.4**		µg/l		20.0		97	70-130	2	25
1,4-Dichlorobenzene	**20.0**		µg/l		20.0		100	70-130	0.5	25
Dichlorodifluoromethane (Freon12)	**23.5**		µg/l		20.0		118	70-130	5	50
1,1-Dichloroethane	**23.3**		µg/l		20.0		116	70-130	3	25
1,2-Dichloroethane	**22.6**		µg/l		20.0		113	70-130	3	25
1,1-Dichloroethene	**23.5**		µg/l		20.0		118	70-130	0.6	25
cis-1,2-Dichloroethene	**21.1**		µg/l		20.0		106	70-130	3	25
trans-1,2-Dichloroethene	**22.4**		µg/l		20.0		112	70-130	3	25
1,2-Dichloropropane	**21.2**		µg/l		20.0		106	70-130	0.8	25
1,3-Dichloropropane	**22.0**		µg/l		20.0		110	70-130	1	25
2,2-Dichloropropane	**18.3**		µg/l		20.0		92	70-130	3	25
1,1-Dichloropropene	**22.8**		µg/l		20.0		114	70-130	1	25
cis-1,3-Dichloropropene	**20.0**		µg/l		20.0		100	70-130	4	25
trans-1,3-Dichloropropene	**20.8**		µg/l		20.0		104	70-130	1	25
Ethylbenzene	**21.7**		µg/l		20.0		109	70-130	2	25

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125501 - SW846 5030 Water MS										
LCS Dup (1125501-BSD1)					Prepared & Analyzed: 07-Dec-11					
Hexachlorobutadiene	**18.9**		µg/l		20.0		94	70-130	0.3	50
2-Hexanone (MBK)	**22.0**		µg/l		20.0		110	70-130	0.7	25
Isopropylbenzene	**20.6**		µg/l		20.0		103	70-130	2	25
4-Isopropyltoluene	**21.3**		µg/l		20.0		106	70-130	2	25
Methyl tert-butyl ether	**21.2**		µg/l		20.0		106	70-130	3	25
4-Methyl-2-pentanone (MIBK)	**22.8**		µg/l		20.0		114	70-130	0.5	50
Methylene chloride	**22.7**		µg/l		20.0		113	70-130	2	25
Naphthalene	**19.3**		µg/l		20.0		96	70-130	3	25
n-Propylbenzene	**20.9**		µg/l		20.0		104	70-130	2	25
Styrene	**21.5**		µg/l		20.0		108	70-130	1	25
1,1,1,2-Tetrachloroethane	**19.2**		µg/l		20.0		96	70-130	2	25
1,1,2,2-Tetrachloroethane	**21.9**		µg/l		20.0		110	70-130	3	25
Tetrachloroethene	**20.7**		µg/l		20.0		104	70-130	3	25
Toluene	**20.8**		µg/l		20.0		104	70-130	0.9	25
1,2,3-Trichlorobenzene	**21.1**		µg/l		20.0		106	70-130	2	25
1,2,4-Trichlorobenzene	**20.5**		µg/l		20.0		102	70-130	2	25
1,3,5-Trichlorobenzene	**19.5**		µg/l		20.0		98	70-130	1	25
1,1,1-Trichloroethane	**22.2**		µg/l		20.0		111	70-130	2	25
1,1,2-Trichloroethane	**20.9**		µg/l		20.0		104	70-130	3	25
Trichloroethene	**20.8**		µg/l		20.0		104	70-130	2	25
Trichlorofluoromethane (Freon 11)	**24.3**		µg/l		20.0		122	70-130	0.5	50
1,2,3-Trichloropropane	**21.4**		µg/l		20.0		107	70-130	2	25
1,2,4-Trimethylbenzene	**21.5**		µg/l		20.0		108	70-130	2	25
1,3,5-Trimethylbenzene	**21.4**		µg/l		20.0		107	70-130	0.4	25
Vinyl chloride	**24.6**		µg/l		20.0		123	70-130	4	25
m,p-Xylene	**42.9**		µg/l		40.0		107	70-130	1	25
o-Xylene	**21.3**		µg/l		20.0		107	70-130	0.3	25
Tetrahydrofuran	**23.7**		µg/l		20.0		118	70-130	3	25
Ethyl ether	**22.8**		µg/l		20.0		114	70-130	7	50
Tert-amyl methyl ether	**22.6**		µg/l		20.0		113	70-130	3	25
Ethyl tert-butyl ether	**19.7**		µg/l		20.0		99	70-130	3	25
Di-isopropyl ether	**22.0**		µg/l		20.0		110	70-130	3	25
Tert-Butanol / butyl alcohol	**210**		µg/l		200		105	70-130	7	25
1,4-Dioxane	**205**		µg/l		200		103	70-130	2	25
trans-1,4-Dichloro-2-butene	**17.8**		µg/l		20.0		89	70-130	0.6	25
Ethanol	**435**		µg/l		400		109	70-130	2	30
Surrogate: 4-Bromofluorobenzene	*50.2*		µg/l		*50.0*		*100*	*70-130*		
Surrogate: Toluene-d8	*49.6*		µg/l		*50.0*		*99*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*55.4*		µg/l		*50.0*		*111*	*70-130*		
Surrogate: Dibromofluoromethane	*52.3*		µg/l		*50.0*		*105*	*70-130*		
Batch 1125519 - SW846 5030 Water MS										
Blank (1125519-BLK1)					Prepared & Analyzed: 07-Dec-11					
Tentatively Identified Compounds	**None found**		µg/l							
1,1,2-Trichlorotrifluoroethane (Freon 113)	< 1.0		µg/l	1.0						
Acetone	< 10.0		µg/l	10.0						
Acrylonitrile	< 0.5		µg/l	0.5						
Benzene	< 1.0		µg/l	1.0						
Bromobenzene	< 1.0		µg/l	1.0						
Bromochloromethane	< 1.0		µg/l	1.0						
Bromodichloromethane	< 0.5		µg/l	0.5						
Bromoform	< 1.0		µg/l	1.0						

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125519 - SW846 5030 Water MS										
Blank (1125519-BLK1)						Prepared & Analyzed: 07-Dec-11				
Bromomethane	< 2.0		µg/l	2.0						
2-Butanone (MEK)	< 10.0		µg/l	10.0						
n-Butylbenzene	< 1.0		µg/l	1.0						
sec-Butylbenzene	< 1.0		µg/l	1.0						
tert-Butylbenzene	< 1.0		µg/l	1.0						
Carbon disulfide	< 2.0		µg/l	2.0						
Carbon tetrachloride	< 1.0		µg/l	1.0						
Chlorobenzene	< 1.0		µg/l	1.0						
Chloroethane	< 2.0		µg/l	2.0						
Chloroform	< 1.0		µg/l	1.0						
Chloromethane	< 2.0		µg/l	2.0						
2-Chlorotoluene	< 1.0		µg/l	1.0						
4-Chlorotoluene	< 1.0		µg/l	1.0						
1,2-Dibromo-3-chloropropane	< 2.0		µg/l	2.0						
Dibromochloromethane	< 0.5		µg/l	0.5						
1,2-Dibromoethane (EDB)	< 0.5		µg/l	0.5						
Dibromomethane	< 1.0		µg/l	1.0						
1,2-Dichlorobenzene	< 1.0		µg/l	1.0						
1,3-Dichlorobenzene	< 1.0		µg/l	1.0						
1,4-Dichlorobenzene	< 1.0		µg/l	1.0						
Dichlorodifluoromethane (Freon12)	< 2.0		µg/l	2.0						
1,1-Dichloroethane	< 1.0		µg/l	1.0						
1,2-Dichloroethane	< 1.0		µg/l	1.0						
1,1-Dichloroethene	< 1.0		µg/l	1.0						
cis-1,2-Dichloroethene	< 1.0		µg/l	1.0						
trans-1,2-Dichloroethene	< 1.0		µg/l	1.0						
1,2-Dichloropropane	< 1.0		µg/l	1.0						
1,3-Dichloropropane	< 1.0		µg/l	1.0						
2,2-Dichloropropane	< 1.0		µg/l	1.0						
1,1-Dichloropropene	< 1.0		µg/l	1.0						
cis-1,3-Dichloropropene	< 0.5		µg/l	0.5						
trans-1,3-Dichloropropene	< 0.5		µg/l	0.5						
Ethylbenzene	< 1.0		µg/l	1.0						
Hexachlorobutadiene	< 0.5		µg/l	0.5						
2-Hexanone (MBK)	< 10.0		µg/l	10.0						
Isopropylbenzene	< 1.0		µg/l	1.0						
4-Isopropyltoluene	< 1.0		µg/l	1.0						
Methyl tert-butyl ether	< 1.0		µg/l	1.0						
4-Methyl-2-pentanone (MIBK)	< 10.0		µg/l	10.0						
Methylene chloride	< 2.0		µg/l	2.0						
Naphthalene	< 1.0		µg/l	1.0						
n-Propylbenzene	< 1.0		µg/l	1.0						
Styrene	< 1.0		µg/l	1.0						
1,1,1,2-Tetrachloroethane	< 1.0		µg/l	1.0						
1,1,2,2-Tetrachloroethane	< 0.5		µg/l	0.5						
Tetrachloroethene	< 1.0		µg/l	1.0						
Toluene	< 1.0		µg/l	1.0						
1,2,3-Trichlorobenzene	< 1.0		µg/l	1.0						
1,2,4-Trichlorobenzene	< 1.0		µg/l	1.0						
1,3,5-Trichlorobenzene	< 1.0		µg/l	1.0						
1,1,1-Trichloroethane	< 1.0		µg/l	1.0						
1,1,2-Trichloroethane	< 1.0		µg/l	1.0						

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125519 - SW846 5030 Water MS										
Blank (1125519-BLK1)					Prepared & Analyzed: 07-Dec-11					
Trichloroethene	< 1.0		µg/l	1.0						
Trichlorofluoromethane (Freon 11)	< 1.0		µg/l	1.0						
1,2,3-Trichloropropane	< 1.0		µg/l	1.0						
1,2,4-Trimethylbenzene	< 1.0		µg/l	1.0						
1,3,5-Trimethylbenzene	< 1.0		µg/l	1.0						
Vinyl chloride	< 1.0		µg/l	1.0						
m,p-Xylene	< 2.0		µg/l	2.0						
o-Xylene	< 1.0		µg/l	1.0						
Tetrahydrofuran	< 2.0		µg/l	2.0						
Ethyl ether	< 1.0		µg/l	1.0						
Tert-amyl methyl ether	< 1.0		µg/l	1.0						
Ethyl tert-butyl ether	< 1.0		µg/l	1.0						
Di-isopropyl ether	< 1.0		µg/l	1.0						
Tert-Butanol / butyl alcohol	< 10.0		µg/l	10.0						
1,4-Dioxane	< 20.0		µg/l	20.0						
trans-1,4-Dichloro-2-butene	< 5.0		µg/l	5.0						
Ethanol	< 400		µg/l	400						
Surrogate: 4-Bromofluorobenzene	*28.6*		µg/l		*30.0*		*95*	*70-130*		
Surrogate: Toluene-d8	*29.3*		µg/l		*30.0*		*98*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*29.8*		µg/l		*30.0*		*99*	*70-130*		
Surrogate: Dibromofluoromethane	*31.3*		µg/l		*30.0*		*104*	*70-130*		
LCS (1125519-BS1)					Prepared & Analyzed: 07-Dec-11					
1,1,2-Trichlorotrifluoroethane (Freon 113)	**26.1**	QM9	µg/l		20.0		131	70-130		
Acetone	**26.4**		µg/l		20.0		132	70-130		
Acrylonitrile	**20.4**		µg/l		20.0		102	70-130		
Benzene	**19.0**		µg/l		20.0		95	70-130		
Bromobenzene	**22.0**		µg/l		20.0		110	70-130		
Bromochloromethane	**19.6**		µg/l		20.0		98	70-130		
Bromodichloromethane	**17.8**		µg/l		20.0		89	70-130		
Bromoform	**17.7**		µg/l		20.0		88	70-130		
Bromomethane	**18.3**		µg/l		20.0		91	70-130		
2-Butanone (MEK)	**20.0**		µg/l		20.0		100	70-130		
n-Butylbenzene	**18.9**		µg/l		20.0		94	70-130		
sec-Butylbenzene	**23.3**		µg/l		20.0		116	70-130		
tert-Butylbenzene	**23.9**		µg/l		20.0		120	70-130		
Carbon disulfide	**21.1**		µg/l		20.0		105	70-130		
Carbon tetrachloride	**20.1**		µg/l		20.0		101	70-130		
Chlorobenzene	**20.9**		µg/l		20.0		104	70-130		
Chloroethane	**20.0**		µg/l		20.0		100	70-130		
Chloroform	**17.6**		µg/l		20.0		88	70-130		
Chloromethane	**22.8**		µg/l		20.0		114	70-130		
2-Chlorotoluene	**21.4**		µg/l		20.0		107	70-130		
4-Chlorotoluene	**21.1**		µg/l		20.0		106	70-130		
1,2-Dibromo-3-chloropropane	**14.9**		µg/l		20.0		75	70-130		
Dibromochloromethane	**19.3**		µg/l		20.0		97	70-130		
1,2-Dibromoethane (EDB)	**19.5**		µg/l		20.0		98	70-130		
Dibromomethane	**18.1**		µg/l		20.0		91	70-130		
1,2-Dichlorobenzene	**19.2**		µg/l		20.0		96	70-130		
1,3-Dichlorobenzene	**22.2**		µg/l		20.0		111	70-130		
1,4-Dichlorobenzene	**19.0**		µg/l		20.0		95	70-130		
Dichlorodifluoromethane (Freon12)	**25.8**		µg/l		20.0		129	70-130		

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125519 - SW846 5030 Water MS										
LCS (1125519-BS1)					Prepared & Analyzed: 07-Dec-11					
1,1-Dichloroethane	**19.6**		µg/l		20.0		98	70-130		
1,2-Dichloroethane	**17.0**		µg/l		20.0		85	70-130		
1,1-Dichloroethene	**22.0**		µg/l		20.0		110	70-130		
cis-1,2-Dichloroethene	**19.2**		µg/l		20.0		96	70-130		
trans-1,2-Dichloroethene	**19.4**		µg/l		20.0		97	70-130		
1,2-Dichloropropane	**17.1**		µg/l		20.0		86	70-130		
1,3-Dichloropropane	**18.5**		µg/l		20.0		92	70-130		
2,2-Dichloropropane	**13.8**	QM9	µg/l		20.0		69	70-130		
1,1-Dichloropropene	**17.9**		µg/l		20.0		90	70-130		
cis-1,3-Dichloropropene	**17.6**		µg/l		20.0		88	70-130		
trans-1,3-Dichloropropene	**17.0**		µg/l		20.0		85	70-130		
Ethylbenzene	**21.2**		µg/l		20.0		106	70-130		
Hexachlorobutadiene	**19.5**		µg/l		20.0		98	70-130		
2-Hexanone (MBK)	**19.2**		µg/l		20.0		96	70-130		
Isopropylbenzene	**21.2**		µg/l		20.0		106	70-130		
4-Isopropyltoluene	**19.3**		µg/l		20.0		97	70-130		
Methyl tert-butyl ether	**20.3**		µg/l		20.0		101	70-130		
4-Methyl-2-pentanone (MIBK)	**20.0**		µg/l		20.0		100	70-130		
Methylene chloride	**20.1**		µg/l		20.0		100	70-130		
Naphthalene	**20.9**		µg/l		20.0		104	70-130		
n-Propylbenzene	**20.7**		µg/l		20.0		103	70-130		
Styrene	**21.0**		µg/l		20.0		105	70-130		
1,1,1,2-Tetrachloroethane	**20.7**		µg/l		20.0		104	70-130		
1,1,2,2-Tetrachloroethane	**20.5**		µg/l		20.0		103	70-130		
Tetrachloroethene	**19.3**		µg/l		20.0		96	70-130		
Toluene	**18.1**		µg/l		20.0		90	70-130		
1,2,3-Trichlorobenzene	**19.6**		µg/l		20.0		98	70-130		
1,2,4-Trichlorobenzene	**18.2**		µg/l		20.0		91	70-130		
1,3,5-Trichlorobenzene	**20.1**		µg/l		20.0		101	70-130		
1,1,1-Trichloroethane	**18.7**		µg/l		20.0		94	70-130		
1,1,2-Trichloroethane	**19.2**		µg/l		20.0		96	70-130		
Trichloroethene	**17.5**		µg/l		20.0		87	70-130		
Trichlorofluoromethane (Freon 11)	**25.2**		µg/l		20.0		126	70-130		
1,2,3-Trichloropropane	**19.3**		µg/l		20.0		97	70-130		
1,2,4-Trimethylbenzene	**21.6**		µg/l		20.0		108	70-130		
1,3,5-Trimethylbenzene	**19.9**		µg/l		20.0		100	70-130		
Vinyl chloride	**26.3**	QM9	µg/l		20.0		131	70-130		
m,p-Xylene	**45.3**		µg/l		40.0		113	70-130		
o-Xylene	**22.6**		µg/l		20.0		113	70-130		
Tetrahydrofuran	**18.2**		µg/l		20.0		91	70-130		
Ethyl ether	**20.9**		µg/l		20.0		105	70-130		
Tert-amyl methyl ether	**17.8**		µg/l		20.0		89	70-130		
Ethyl tert-butyl ether	**18.8**		µg/l		20.0		94	70-130		
Di-isopropyl ether	**18.6**		µg/l		20.0		93	70-130		
Tert-Butanol / butyl alcohol	**220**		µg/l		200		110	70-130		
1,4-Dioxane	**221**		µg/l		200		111	70-130		
trans-1,4-Dichloro-2-butene	**16.8**		µg/l		20.0		84	70-130		
Ethanol	**466**		µg/l		400		117	70-130		
Surrogate: 4-Bromofluorobenzene	*31.3*		µg/l		*30.0*		*104*	*70-130*		
Surrogate: Toluene-d8	*29.7*		µg/l		*30.0*		*99*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*26.5*		µg/l		*30.0*		*88*	*70-130*		

Volatile Organic Compounds - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125519 - SW846 5030 Water MS										
LCS (1125519-BS1)						Prepared & Analyzed: 07-Dec-11				
Surrogate: Dibromofluoromethane	*29.6*		µg/l		*30.0*		*99*	*70-130*		
LCS Dup (1125519-BSD1)						Prepared & Analyzed: 07-Dec-11				
1,1,2-Trichlorotrifluoroethane (Freon 113)	**25.2**		µg/l		20.0		126	70-130	4	25
Acetone	**29.0**		µg/l		20.0		145	70-130	9	50
Acrylonitrile	**23.9**		µg/l		20.0		119	70-130	16	25
Benzene	**18.7**		µg/l		20.0		93	70-130	2	25
Bromobenzene	**23.2**		µg/l		20.0		116	70-130	5	25
Bromochloromethane	**21.5**		µg/l		20.0		107	70-130	9	25
Bromodichloromethane	**17.0**		µg/l		20.0		85	70-130	5	25
Bromoform	**21.7**		µg/l		20.0		108	70-130	20	25
Bromomethane	**15.0**		µg/l		20.0		75	70-130	20	50
2-Butanone (MEK)	**28.4**		µg/l		20.0		142	70-130	34	50
n-Butylbenzene	**16.9**		µg/l		20.0		84	70-130	11	25
sec-Butylbenzene	**23.9**		µg/l		20.0		119	70-130	3	25
tert-Butylbenzene	**23.9**		µg/l		20.0		120	70-130	0.04	25
Carbon disulfide	**18.2**		µg/l		20.0		91	70-130	14	25
Carbon tetrachloride	**18.3**		µg/l		20.0		91	70-130	10	25
Chlorobenzene	**21.3**		µg/l		20.0		107	70-130	2	25
Chloroethane	**20.3**		µg/l		20.0		101	70-130	2	50
Chloroform	**18.2**		µg/l		20.0		91	70-130	4	25
Chloromethane	**21.0**		µg/l		20.0		105	70-130	6	25
2-Chlorotoluene	**21.6**		µg/l		20.0		108	70-130	1	25
4-Chlorotoluene	**22.4**		µg/l		20.0		112	70-130	6	25
1,2-Dibromo-3-chloropropane	**18.5**		µg/l		20.0		93	70-130	21	25
Dibromochloromethane	**20.0**		µg/l		20.0		100	70-130	3	50
1,2-Dibromoethane (EDB)	**21.6**		µg/l		20.0		108	70-130	10	25
Dibromomethane	**19.0**		µg/l		20.0		95	70-130	4	25
1,2-Dichlorobenzene	**19.7**		µg/l		20.0		98	70-130	2	25
1,3-Dichlorobenzene	**23.4**		µg/l		20.0		117	70-130	5	25
1,4-Dichlorobenzene	**18.7**		µg/l		20.0		94	70-130	1	25
Dichlorodifluoromethane (Freon12)	**23.9**		µg/l		20.0		120	70-130	7	50
1,1-Dichloroethane	**18.9**		µg/l		20.0		95	70-130	3	25
1,2-Dichloroethane	**17.3**		µg/l		20.0		86	70-130	2	25
1,1-Dichloroethene	**21.8**		µg/l		20.0		109	70-130	1	25
cis-1,2-Dichloroethene	**20.8**		µg/l		20.0		104	70-130	8	25
trans-1,2-Dichloroethene	**19.6**		µg/l		20.0		98	70-130	0.6	25
1,2-Dichloropropane	**17.6**		µg/l		20.0		88	70-130	3	25
1,3-Dichloropropane	**19.2**		µg/l		20.0		96	70-130	4	25
2,2-Dichloropropane	**15.6**		µg/l		20.0		78	70-130	13	25
1,1-Dichloropropene	**17.1**		µg/l		20.0		85	70-130	5	25
cis-1,3-Dichloropropene	**17.4**		µg/l		20.0		87	70-130	2	25
trans-1,3-Dichloropropene	**18.0**		µg/l		20.0		90	70-130	6	25
Ethylbenzene	**21.1**		µg/l		20.0		105	70-130	0.7	25
Hexachlorobutadiene	**19.1**		µg/l		20.0		96	70-130	2	50
2-Hexanone (MBK)	**20.6**		µg/l		20.0		103	70-130	7	25
Isopropylbenzene	**20.8**		µg/l		20.0		104	70-130	2	25
4-Isopropyltoluene	**18.6**		µg/l		20.0		93	70-130	4	25
Methyl tert-butyl ether	**21.6**		µg/l		20.0		108	70-130	6	25
4-Methyl-2-pentanone (MIBK)	**23.1**		µg/l		20.0		116	70-130	15	50
Methylene chloride	**20.0**		µg/l		20.0		100	70-130	0.1	25
Naphthalene	**22.7**		µg/l		20.0		114	70-130	8	25

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125519 - SW846 5030 Water MS										
LCS Dup (1125519-BSD1)					Prepared & Analyzed: 07-Dec-11					
n-Propylbenzene	**21.5**		µg/l		20.0		108	70-130	4	25
Styrene	**22.3**		µg/l		20.0		112	70-130	6	25
1,1,1,2-Tetrachloroethane	**21.4**		µg/l		20.0		107	70-130	3	25
1,1,2,2-Tetrachloroethane	**24.9**		µg/l		20.0		124	70-130	19	25
Tetrachloroethene	**18.8**		µg/l		20.0		94	70-130	3	25
Toluene	**18.2**		µg/l		20.0		91	70-130	0.7	25
1,2,3-Trichlorobenzene	**20.2**		µg/l		20.0		101	70-130	3	25
1,2,4-Trichlorobenzene	**17.9**		µg/l		20.0		90	70-130	2	25
1,3,5-Trichlorobenzene	**18.6**		µg/l		20.0		93	70-130	8	25
1,1,1-Trichloroethane	**17.4**		µg/l		20.0		87	70-130	7	25
1,1,2-Trichloroethane	**19.0**		µg/l		20.0		95	70-130	1	25
Trichloroethene	**17.3**		µg/l		20.0		87	70-130	0.9	25
Trichlorofluoromethane (Freon 11)	**22.9**		µg/l		20.0		114	70-130	10	50
1,2,3-Trichloropropane	**21.5**		µg/l		20.0		108	70-130	11	25
1,2,4-Trimethylbenzene	**23.0**		µg/l		20.0		115	70-130	6	25
1,3,5-Trimethylbenzene	**21.6**		µg/l		20.0		108	70-130	8	25
Vinyl chloride	**24.0**		µg/l		20.0		120	70-130	9	25
m,p-Xylene	**47.2**		µg/l		40.0		118	70-130	4	25
o-Xylene	**22.7**		µg/l		20.0		113	70-130	0.3	25
Tetrahydrofuran	**22.7**		µg/l		20.0		113	70-130	22	25
Ethyl ether	**20.7**		µg/l		20.0		104	70-130	0.9	50
Tert-amyl methyl ether	**18.8**		µg/l		20.0		94	70-130	5	25
Ethyl tert-butyl ether	**21.8**		µg/l		20.0		109	70-130	15	25
Di-isopropyl ether	**21.6**		µg/l		20.0		108	70-130	15	25
Tert-Butanol / butyl alcohol	**265**	QM9	µg/l		200		133	70-130	19	25
1,4-Dioxane	**256**		µg/l		200		128	70-130	15	25
trans-1,4-Dichloro-2-butene	**19.1**		µg/l		20.0		96	70-130	13	25
Ethanol	**544**	QM9	µg/l		400		136	70-130	15	30
Surrogate: 4-Bromofluorobenzene	*35.0*		µg/l		*30.0*		*116*	*70-130*		
Surrogate: Toluene-d8	*29.3*		µg/l		*30.0*		*98*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*27.5*		µg/l		*30.0*		*92*	*70-130*		
Surrogate: Dibromofluoromethane	*30.5*		µg/l		*30.0*		*102*	*70-130*		
Batch 1125592 - SW846 5030 Water MS										
Blank (1125592-BLK1)					Prepared & Analyzed: 08-Dec-11					
Tentatively Identified Compounds	**None found**		µg/l							
1,1,2-Trichlorotrifluoroethane (Freon 113)	< 1.0		µg/l	1.0						
Acetone	< 10.0		µg/l	10.0						
Acrylonitrile	< 0.5		µg/l	0.5						
Benzene	< 1.0		µg/l	1.0						
Bromobenzene	< 1.0		µg/l	1.0						
Bromochloromethane	< 1.0		µg/l	1.0						
Bromodichloromethane	< 0.5		µg/l	0.5						
Bromoform	< 1.0		µg/l	1.0						
Bromomethane	< 2.0		µg/l	2.0						
2-Butanone (MEK)	< 10.0		µg/l	10.0						
n-Butylbenzene	< 1.0		µg/l	1.0						
sec-Butylbenzene	< 1.0		µg/l	1.0						
tert-Butylbenzene	< 1.0		µg/l	1.0						
Carbon disulfide	< 2.0		µg/l	2.0						
Carbon tetrachloride	< 1.0		µg/l	1.0						
Chlorobenzene	< 1.0		µg/l	1.0						

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125592 - SW846 5030 Water MS										
Blank (1125592-BLK1)					Prepared & Analyzed: 08-Dec-11					
Chloroethane	< 2.0		µg/l	2.0						
Chloroform	< 1.0		µg/l	1.0						
Chloromethane	< 2.0		µg/l	2.0						
2-Chlorotoluene	< 1.0		µg/l	1.0						
4-Chlorotoluene	< 1.0		µg/l	1.0						
1,2-Dibromo-3-chloropropane	< 2.0		µg/l	2.0						
Dibromochloromethane	< 0.5		µg/l	0.5						
1,2-Dibromoethane (EDB)	< 0.5		µg/l	0.5						
Dibromomethane	< 1.0		µg/l	1.0						
1,2-Dichlorobenzene	< 1.0		µg/l	1.0						
1,3-Dichlorobenzene	< 1.0		µg/l	1.0						
1,4-Dichlorobenzene	< 1.0		µg/l	1.0						
Dichlorodifluoromethane (Freon12)	< 2.0		µg/l	2.0						
1,1-Dichloroethane	< 1.0		µg/l	1.0						
1,2-Dichloroethane	< 1.0		µg/l	1.0						
1,1-Dichloroethene	< 1.0		µg/l	1.0						
cis-1,2-Dichloroethene	< 1.0		µg/l	1.0						
trans-1,2-Dichloroethene	< 1.0		µg/l	1.0						
1,2-Dichloropropane	< 1.0		µg/l	1.0						
1,3-Dichloropropane	< 1.0		µg/l	1.0						
2,2-Dichloropropane	< 1.0		µg/l	1.0						
1,1-Dichloropropene	< 1.0		µg/l	1.0						
cis-1,3-Dichloropropene	< 0.5		µg/l	0.5						
trans-1,3-Dichloropropene	< 0.5		µg/l	0.5						
Ethylbenzene	< 1.0		µg/l	1.0						
Hexachlorobutadiene	< 0.5		µg/l	0.5						
2-Hexanone (MBK)	< 10.0		µg/l	10.0						
Isopropylbenzene	< 1.0		µg/l	1.0						
4-Isopropyltoluene	< 1.0		µg/l	1.0						
Methyl tert-butyl ether	< 1.0		µg/l	1.0						
4-Methyl-2-pentanone (MIBK)	< 10.0		µg/l	10.0						
Methylene chloride	< 2.0		µg/l	2.0						
Naphthalene	< 1.0		µg/l	1.0						
n-Propylbenzene	< 1.0		µg/l	1.0						
Styrene	< 1.0		µg/l	1.0						
1,1,1,2-Tetrachloroethane	< 1.0		µg/l	1.0						
1,1,2,2-Tetrachloroethane	< 0.5		µg/l	0.5						
Tetrachloroethene	< 1.0		µg/l	1.0						
Toluene	< 1.0		µg/l	1.0						
1,2,3-Trichlorobenzene	< 1.0		µg/l	1.0						
1,2,4-Trichlorobenzene	< 1.0		µg/l	1.0						
1,3,5-Trichlorobenzene	< 1.0		µg/l	1.0						
1,1,1-Trichloroethane	< 1.0		µg/l	1.0						
1,1,2-Trichloroethane	< 1.0		µg/l	1.0						
Trichloroethene	< 1.0		µg/l	1.0						
Trichlorofluoromethane (Freon 11)	< 1.0		µg/l	1.0						
1,2,3-Trichloropropane	< 1.0		µg/l	1.0						
1,2,4-Trimethylbenzene	< 1.0		µg/l	1.0						
1,3,5-Trimethylbenzene	< 1.0		µg/l	1.0						
Vinyl chloride	< 1.0		µg/l	1.0						
m,p-Xylene	< 2.0		µg/l	2.0						
o-Xylene	< 1.0		µg/l	1.0						

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125592 - SW846 5030 Water MS										
Blank (1125592-BLK1)						Prepared & Analyzed: 08-Dec-11				
Tetrahydrofuran	< 2.0		µg/l	2.0						
Ethyl ether	< 1.0		µg/l	1.0						
Tert-amyl methyl ether	< 1.0		µg/l	1.0						
Ethyl tert-butyl ether	< 1.0		µg/l	1.0						
Di-isopropyl ether	< 1.0		µg/l	1.0						
Tert-Butanol / butyl alcohol	< 10.0		µg/l	10.0						
1,4-Dioxane	< 20.0		µg/l	20.0						
trans-1,4-Dichloro-2-butene	< 5.0		µg/l	5.0						
Ethanol	< 400		µg/l	400						
Surrogate: 4-Bromofluorobenzene	*47.7*		µg/l		*50.0*		*95*	*70-130*		
Surrogate: Toluene-d8	*50.3*		µg/l		*50.0*		*101*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*56.8*		µg/l		*50.0*		*114*	*70-130*		
Surrogate: Dibromofluoromethane	*51.8*		µg/l		*50.0*		*104*	*70-130*		
LCS (1125592-BS1)						Prepared & Analyzed: 08-Dec-11				
1,1,2-Trichlorotrifluoroethane (Freon 113)	**23.6**		µg/l		20.0		118	70-130		
Acetone	**25.8**		µg/l		20.0		129	70-130		
Acrylonitrile	**24.7**		µg/l		20.0		124	70-130		
Benzene	**20.6**		µg/l		20.0		103	70-130		
Bromobenzene	**19.5**		µg/l		20.0		98	70-130		
Bromochloromethane	**19.8**		µg/l		20.0		99	70-130		
Bromodichloromethane	**20.9**		µg/l		20.0		105	70-130		
Bromoform	**18.2**		µg/l		20.0		91	70-130		
Bromomethane	**24.0**		µg/l		20.0		120	70-130		
2-Butanone (MEK)	**19.7**		µg/l		20.0		98	70-130		
n-Butylbenzene	**18.7**		µg/l		20.0		94	70-130		
sec-Butylbenzene	**19.6**		µg/l		20.0		98	70-130		
tert-Butylbenzene	**19.9**		µg/l		20.0		100	70-130		
Carbon disulfide	**23.8**		µg/l		20.0		119	70-130		
Carbon tetrachloride	**20.0**		µg/l		20.0		100	70-130		
Chlorobenzene	**19.2**		µg/l		20.0		96	70-130		
Chloroethane	**24.3**		µg/l		20.0		121	70-130		
Chloroform	**20.0**		µg/l		20.0		100	70-130		
Chloromethane	**24.2**		µg/l		20.0		121	70-130		
2-Chlorotoluene	**19.8**		µg/l		20.0		99	70-130		
4-Chlorotoluene	**20.2**		µg/l		20.0		101	70-130		
1,2-Dibromo-3-chloropropane	**19.8**		µg/l		20.0		99	70-130		
Dibromochloromethane	**19.4**		µg/l		20.0		97	70-130		
1,2-Dibromoethane (EDB)	**21.7**		µg/l		20.0		108	70-130		
Dibromomethane	**21.8**		µg/l		20.0		109	70-130		
1,2-Dichlorobenzene	**20.1**		µg/l		20.0		100	70-130		
1,3-Dichlorobenzene	**18.8**		µg/l		20.0		94	70-130		
1,4-Dichlorobenzene	**18.6**		µg/l		20.0		93	70-130		
Dichlorodifluoromethane (Freon12)	**23.3**		µg/l		20.0		117	70-130		
1,1-Dichloroethane	**24.7**		µg/l		20.0		124	70-130		
1,2-Dichloroethane	**22.1**		µg/l		20.0		110	70-130		
1,1-Dichloroethene	**24.8**		µg/l		20.0		124	70-130		
cis-1,2-Dichloroethene	**20.2**		µg/l		20.0		101	70-130		
trans-1,2-Dichloroethene	**24.7**		µg/l		20.0		123	70-130		
1,2-Dichloropropane	**20.5**		µg/l		20.0		103	70-130		
1,3-Dichloropropane	**21.6**		µg/l		20.0		108	70-130		
2,2-Dichloropropane	**17.1**		µg/l		20.0		85	70-130		

Volatile Organic Compounds - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125592 - SW846 5030 Water MS										
LCS (1125592-BS1)						Prepared & Analyzed: 08-Dec-11				
1,1-Dichloropropene	**20.9**		µg/l		20.0		104	70-130		
cis-1,3-Dichloropropene	**19.1**		µg/l		20.0		96	70-130		
trans-1,3-Dichloropropene	**19.4**		µg/l		20.0		97	70-130		
Ethylbenzene	**20.2**		µg/l		20.0		101	70-130		
Hexachlorobutadiene	**17.3**		µg/l		20.0		87	70-130		
2-Hexanone (MBK)	**20.2**		µg/l		20.0		101	70-130		
Isopropylbenzene	**19.6**		µg/l		20.0		98	70-130		
4-Isopropyltoluene	**19.4**		µg/l		20.0		97	70-130		
Methyl tert-butyl ether	**21.2**		µg/l		20.0		106	70-130		
4-Methyl-2-pentanone (MIBK)	**21.0**		µg/l		20.0		105	70-130		
Methylene chloride	**23.6**		µg/l		20.0		118	70-130		
Naphthalene	**17.2**		µg/l		20.0		86	70-130		
n-Propylbenzene	**19.9**		µg/l		20.0		100	70-130		
Styrene	**20.2**		µg/l		20.0		101	70-130		
1,1,1,2-Tetrachloroethane	**18.9**		µg/l		20.0		95	70-130		
1,1,2,2-Tetrachloroethane	**20.0**		µg/l		20.0		100	70-130		
Tetrachloroethene	**19.9**		µg/l		20.0		99	70-130		
Toluene	**19.8**		µg/l		20.0		99	70-130		
1,2,3-Trichlorobenzene	**19.4**		µg/l		20.0		97	70-130		
1,2,4-Trichlorobenzene	**18.4**		µg/l		20.0		92	70-130		
1,3,5-Trichlorobenzene	**17.4**		µg/l		20.0		87	70-130		
1,1,1-Trichloroethane	**21.5**		µg/l		20.0		107	70-130		
1,1,2-Trichloroethane	**20.6**		µg/l		20.0		103	70-130		
Trichloroethene	**20.4**		µg/l		20.0		102	70-130		
Trichlorofluoromethane (Freon 11)	**24.4**		µg/l		20.0		122	70-130		
1,2,3-Trichloropropane	**20.6**		µg/l		20.0		103	70-130		
1,2,4-Trimethylbenzene	**20.0**		µg/l		20.0		100	70-130		
1,3,5-Trimethylbenzene	**19.9**		µg/l		20.0		100	70-130		
Vinyl chloride	**27.0**	QC2	µg/l		20.0		135	70-130		
m,p-Xylene	**40.4**		µg/l		40.0		101	70-130		
o-Xylene	**20.9**		µg/l		20.0		105	70-130		
Tetrahydrofuran	**21.4**		µg/l		20.0		107	70-130		
Ethyl ether	**25.8**		µg/l		20.0		129	70-130		
Tert-amyl methyl ether	**23.1**		µg/l		20.0		116	70-130		
Ethyl tert-butyl ether	**17.9**		µg/l		20.0		89	70-130		
Di-isopropyl ether	**20.5**		µg/l		20.0		102	70-130		
Tert-Butanol / butyl alcohol	**208**		µg/l		200		104	70-130		
1,4-Dioxane	**166**		µg/l		200		83	70-130		
trans-1,4-Dichloro-2-butene	**15.4**		µg/l		20.0		77	70-130		
Ethanol	**441**		µg/l		400		110	70-130		
Surrogate: 4-Bromofluorobenzene	*50.7*		µg/l		*50.0*		*101*	*70-130*		
Surrogate: Toluene-d8	*50.0*		µg/l		*50.0*		*100*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*55.0*		µg/l		*50.0*		*110*	*70-130*		
Surrogate: Dibromofluoromethane	*52.5*		µg/l		*50.0*		*105*	*70-130*		
LCS Dup (1125592-BSD1)						Prepared & Analyzed: 08-Dec-11				
1,1,2-Trichlorotrifluoroethane (Freon 113)	**25.9**		µg/l		20.0		130	70-130	9	25
Acetone	**27.0**		µg/l		20.0		135	70-130	4	50
Acrylonitrile	**25.3**		µg/l		20.0		127	70-130	2	25
Benzene	**21.6**		µg/l		20.0		108	70-130	5	25
Bromobenzene	**20.3**		µg/l		20.0		101	70-130	4	25
Bromochloromethane	**21.0**		µg/l		20.0		105	70-130	6	25

Volatile Organic Compounds - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125592 - SW846 5030 Water MS										
LCS Dup (1125592-BSD1)					Prepared & Analyzed: 08-Dec-11					
Bromodichloromethane	**21.5**		µg/l		20.0		107	70-130	2	25
Bromoform	**19.0**		µg/l		20.0		95	70-130	4	25
Bromomethane	**25.0**		µg/l		20.0		125	70-130	4	50
2-Butanone (MEK)	**22.2**		µg/l		20.0		111	70-130	12	50
n-Butylbenzene	**20.1**		µg/l		20.0		101	70-130	7	25
sec-Butylbenzene	**21.0**		µg/l		20.0		105	70-130	7	25
tert-Butylbenzene	**21.2**		µg/l		20.0		106	70-130	6	25
Carbon disulfide	**25.7**		µg/l		20.0		128	70-130	8	25
Carbon tetrachloride	**21.2**		µg/l		20.0		106	70-130	6	25
Chlorobenzene	**20.4**		µg/l		20.0		102	70-130	6	25
Chloroethane	**25.6**		µg/l		20.0		128	70-130	5	50
Chloroform	**20.8**		µg/l		20.0		104	70-130	4	25
Chloromethane	**26.0**		µg/l		20.0		130	70-130	7	25
2-Chlorotoluene	**21.0**		µg/l		20.0		105	70-130	6	25
4-Chlorotoluene	**21.3**		µg/l		20.0		106	70-130	5	25
1,2-Dibromo-3-chloropropane	**19.1**		µg/l		20.0		95	70-130	3	25
Dibromochloromethane	**20.4**		µg/l		20.0		102	70-130	5	50
1,2-Dibromoethane (EDB)	**22.2**		µg/l		20.0		111	70-130	3	25
Dibromomethane	**22.2**		µg/l		20.0		111	70-130	2	25
1,2-Dichlorobenzene	**20.7**		µg/l		20.0		103	70-130	3	25
1,3-Dichlorobenzene	**20.0**		µg/l		20.0		100	70-130	6	25
1,4-Dichlorobenzene	**20.1**		µg/l		20.0		100	70-130	7	25
Dichlorodifluoromethane (Freon12)	**25.1**		µg/l		20.0		126	70-130	7	50
1,1-Dichloroethane	**25.6**		µg/l		20.0		128	70-130	3	25
1,2-Dichloroethane	**22.9**		µg/l		20.0		115	70-130	4	25
1,1-Dichloroethene	**26.1**		µg/l		20.0		130	70-130	5	25
cis-1,2-Dichloroethene	**21.3**		µg/l		20.0		107	70-130	5	25
trans-1,2-Dichloroethene	**25.6**		µg/l		20.0		128	70-130	4	25
1,2-Dichloropropane	**21.5**		µg/l		20.0		108	70-130	5	25
1,3-Dichloropropane	**22.0**		µg/l		20.0		110	70-130	2	25
2,2-Dichloropropane	**17.2**		µg/l		20.0		86	70-130	0.7	25
1,1-Dichloropropene	**21.8**		µg/l		20.0		109	70-130	4	25
cis-1,3-Dichloropropene	**19.8**		µg/l		20.0		99	70-130	3	25
trans-1,3-Dichloropropene	**20.5**		µg/l		20.0		103	70-130	6	25
Ethylbenzene	**21.3**		µg/l		20.0		107	70-130	5	25
Hexachlorobutadiene	**18.7**		µg/l		20.0		93	70-130	7	50
2-Hexanone (MBK)	**21.2**		µg/l		20.0		106	70-130	5	25
Isopropylbenzene	**20.8**		µg/l		20.0		104	70-130	6	25
4-Isopropyltoluene	**20.4**		µg/l		20.0		102	70-130	5	25
Methyl tert-butyl ether	**22.0**		µg/l		20.0		110	70-130	4	25
4-Methyl-2-pentanone (MIBK)	**21.8**		µg/l		20.0		109	70-130	4	50
Methylene chloride	**25.2**		µg/l		20.0		126	70-130	7	25
Naphthalene	**18.3**		µg/l		20.0		92	70-130	6	25
n-Propylbenzene	**20.7**		µg/l		20.0		103	70-130	4	25
Styrene	**21.1**		µg/l		20.0		105	70-130	4	25
1,1,1,2-Tetrachloroethane	**19.9**		µg/l		20.0		99	70-130	5	25
1,1,2,2-Tetrachloroethane	**19.9**		µg/l		20.0		100	70-130	0.2	25
Tetrachloroethene	**21.4**		µg/l		20.0		107	70-130	7	25
Toluene	**20.9**		µg/l		20.0		104	70-130	5	25
1,2,3-Trichlorobenzene	**20.4**		µg/l		20.0		102	70-130	5	25
1,2,4-Trichlorobenzene	**19.8**		µg/l		20.0		99	70-130	7	25
1,3,5-Trichlorobenzene	**18.7**		µg/l		20.0		93	70-130	7	25

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125592 - SW846 5030 Water MS										
LCS Dup (1125592-BSD1)					Prepared & Analyzed: 08-Dec-11					
1,1,1-Trichloroethane	**22.3**		µg/l		20.0		112	70-130	4	25
1,1,2-Trichloroethane	**21.1**		µg/l		20.0		106	70-130	2	25
Trichloroethene	**21.5**		µg/l		20.0		108	70-130	5	25
Trichlorofluoromethane (Freon 11)	**25.7**		µg/l		20.0		128	70-130	5	50
1,2,3-Trichloropropane	**21.1**		µg/l		20.0		105	70-130	2	25
1,2,4-Trimethylbenzene	**21.3**		µg/l		20.0		107	70-130	6	25
1,3,5-Trimethylbenzene	**21.2**		µg/l		20.0		106	70-130	6	25
Vinyl chloride	**27.9**	QC2	µg/l		20.0		140	70-130	3	25
m,p-Xylene	**42.5**		µg/l		40.0		106	70-130	5	25
o-Xylene	**21.5**		µg/l		20.0		108	70-130	3	25
Tetrahydrofuran	**22.8**		µg/l		20.0		114	70-130	7	25
Ethyl ether	**26.2**	QM9	µg/l		20.0		131	70-130	2	50
Tert-amyl methyl ether	**23.9**		µg/l		20.0		119	70-130	3	25
Ethyl tert-butyl ether	**19.1**		µg/l		20.0		95	70-130	7	25
Di-isopropyl ether	**21.9**		µg/l		20.0		109	70-130	7	25
Tert-Butanol / butyl alcohol	**215**		µg/l		200		107	70-130	3	25
1,4-Dioxane	**184**		µg/l		200		92	70-130	10	25
trans-1,4-Dichloro-2-butene	**16.3**		µg/l		20.0		82	70-130	6	25
Ethanol	**438**		µg/l		400		109	70-130	0.7	30
Surrogate: 4-Bromofluorobenzene	*50.2*		µg/l		*50.0*		*100*	*70-130*		
Surrogate: Toluene-d8	*50.8*		µg/l		*50.0*		*102*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*55.5*		µg/l		*50.0*		*111*	*70-130*		
Surrogate: Dibromofluoromethane	*53.0*		µg/l		*50.0*		*106*	*70-130*		

Organic Compounds by Modified SW846 8015 - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125087 - SW846 8015 Mod.										
Blank (1125087-BLK1)						Prepared: 03-Dec-11 Analyzed: 08-Dec-11				
Diethylene glycol	< 20.0		mg/l	20.0						
Ethylene glycol	< 10.0		mg/l	10.0						
Ethylene glycol monobutyl ether	< 10.0		mg/l	10.0						
Propylene glycol	< 10.0		mg/l	10.0						
Surrogate: 1-Pentanol	*45.6*		mg/l		*50.0*		*91*	*40-140*		
LCS (1125087-BS1)						Prepared: 03-Dec-11 Analyzed: 08-Dec-11				
Diethylene glycol	**98.0**		mg/l	20.0	100		98	40-140		
Ethylene glycol	**98.8**		mg/l	10.0	100		99	40-140		
Ethylene glycol monobutyl ether	**102**		mg/l	10.0	100		102	40-140		
Propylene glycol	**90.6**		mg/l	10.0	100		91	40-140		

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125136 - SW846 3510C										
Blank (1125136-BLK1)					Prepared: 02-Dec-11 Analyzed: 06-Dec-11					
Tentatively Identified Compounds	**None found**		µg/l							
Acenaphthene	< 5.00		µg/l	5.00						
Acenaphthylene	< 5.00		µg/l	5.00						
Aniline	< 5.00		µg/l	5.00						
Anthracene	< 5.00		µg/l	5.00						
Azobenzene/Diphenyldiazine	< 5.00		µg/l	5.00						
Benzidine	< 5.00		µg/l	5.00						
Benzo (a) anthracene	< 5.00		µg/l	5.00						
Benzo (a) pyrene	< 5.00		µg/l	5.00						
Benzo (b) fluoranthene	< 5.00		µg/l	5.00						
Benzo (g,h,i) perylene	< 5.00		µg/l	5.00						
Benzo (k) fluoranthene	< 5.00		µg/l	5.00						
Benzoic acid	< 5.00		µg/l	5.00						
Benzyl alcohol	< 5.00		µg/l	5.00						
Bis(2-chloroethoxy)methane	< 5.00		µg/l	5.00						
Bis(2-chloroethyl)ether	< 5.00		µg/l	5.00						
Bis(2-chloroisopropyl)ether	< 5.00		µg/l	5.00						
Bis(2-ethylhexyl)phthalate	< 5.00		µg/l	5.00						
4-Bromophenyl phenyl ether	< 5.00		µg/l	5.00						
Butyl benzyl phthalate	< 5.00		µg/l	5.00						
Carbazole	< 5.00		µg/l	5.00						
4-Chloro-3-methylphenol	< 5.00		µg/l	5.00						
4-Chloroaniline	< 5.00		µg/l	5.00						
2-Chloronaphthalene	< 5.00		µg/l	5.00						
2-Chlorophenol	< 5.00		µg/l	5.00						
4-Chlorophenyl phenyl ether	< 5.00		µg/l	5.00						
Chrysene	< 5.00		µg/l	5.00						
Dibenzo (a,h) anthracene	< 5.00		µg/l	5.00						
Dibenzofuran	< 5.00		µg/l	5.00						
1,2-Dichlorobenzene	< 5.00		µg/l	5.00						
1,3-Dichlorobenzene	< 5.00		µg/l	5.00						
1,4-Dichlorobenzene	< 5.00		µg/l	5.00						
3,3'-Dichlorobenzidine	< 5.00		µg/l	5.00						
2,4-Dichlorophenol	< 5.00		µg/l	5.00						
Diethyl phthalate	< 5.00		µg/l	5.00						
Dimethyl phthalate	< 5.00		µg/l	5.00						
2,4-Dimethylphenol	< 5.00		µg/l	5.00						
Di-n-butyl phthalate	< 5.00		µg/l	5.00						
4,6-Dinitro-2-methylphenol	< 5.00		µg/l	5.00						
2,4-Dinitrophenol	< 5.00		µg/l	5.00						
2,4-Dinitrotoluene	< 5.00		µg/l	5.00						
2,6-Dinitrotoluene	< 5.00		µg/l	5.00						
Di-n-octyl phthalate	< 5.00		µg/l	5.00						
Fluoranthene	< 5.00		µg/l	5.00						
Fluorene	< 5.00		µg/l	5.00						
Hexachlorobenzene	< 5.00		µg/l	5.00						
Hexachlorobutadiene	< 5.00		µg/l	5.00						
Hexachlorocyclopentadiene	< 5.00		µg/l	5.00						
Hexachloroethane	< 5.00		µg/l	5.00						
Indeno (1,2,3-cd) pyrene	< 5.00		µg/l	5.00						
Isophorone	< 5.00		µg/l	5.00						
2-Methylnaphthalene	< 5.00		µg/l	5.00						

Semivolatile Organic Compounds by GCMS - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125136 - SW846 3510C										
Blank (1125136-BLK1)					Prepared: 02-Dec-11 Analyzed: 06-Dec-11					
2-Methylphenol	< 5.00		µg/l	5.00						
3 & 4-Methylphenol	< 10.0		µg/l	10.0						
Naphthalene	< 5.00		µg/l	5.00						
2-Nitroaniline	< 5.00		µg/l	5.00						
3-Nitroaniline	< 5.00		µg/l	5.00						
4-Nitroaniline	< 20.0		µg/l	20.0						
Nitrobenzene	< 5.00		µg/l	5.00						
2-Nitrophenol	< 5.00		µg/l	5.00						
4-Nitrophenol	< 20.0		µg/l	20.0						
N-Nitrosodimethylamine	< 5.00		µg/l	5.00						
N-Nitrosodi-n-propylamine	< 5.00		µg/l	5.00						
N-Nitrosodiphenylamine	< 5.00		µg/l	5.00						
Pentachlorophenol	< 20.0		µg/l	20.0						
Phenanthrene	< 5.00		µg/l	5.00						
Phenol	< 5.00		µg/l	5.00						
Pyrene	< 5.00		µg/l	5.00						
Pyridine	< 5.00		µg/l	5.00						
1,2,4-Trichlorobenzene	< 5.00		µg/l	5.00						
1-Methylnaphthalene	< 5.00		µg/l	5.00						
2,4,5-Trichlorophenol	< 5.00		µg/l	5.00						
2,4,6-Trichlorophenol	< 5.00		µg/l	5.00						
Pentachloronitrobenzene	< 5.00		µg/l	5.00						
1,2,4,5-Tetrachlorobenzene	< 5.00		µg/l	5.00						
Surrogate: 2-Fluorobiphenyl	*23.1*		µg/l		*50.0*		*46*	*30-130*		
Surrogate: 2-Fluorophenol	*19.1*		µg/l		*50.0*		*38*	*15-110*		
Surrogate: Nitrobenzene-d5	*23.3*		µg/l		*50.0*		*47*	*30-130*		
Surrogate: Phenol-d5	*14.7*		µg/l		*50.0*		*29*	*15-110*		
Surrogate: Terphenyl-d14	*27.4*		µg/l		*50.0*		*55*	*30-130*		
Surrogate: 2,4,6-Tribromophenol	*36.9*		µg/l		*50.0*		*74*	*15-110*		
LCS (1125136-BS1)					Prepared: 02-Dec-11 Analyzed: 06-Dec-11					
Acenaphthene	**25.9**		µg/l	5.00	50.0		52	40-130		
Acenaphthylene	**26.9**		µg/l	5.00	50.0		54	40-130		
Aniline	**21.5**		µg/l	5.00	50.0		43	40-130		
Anthracene	**25.9**		µg/l	5.00	50.0		52	40-130		
Azobenzene/Diphenyldiazine	**23.7**		µg/l	5.00	50.0		47	40-130		
Benzidine	**3.68**	QC2	µg/l	5.00	50.0		7	40-140		
Benzo (a) anthracene	**28.9**		µg/l	5.00	50.0		58	40-130		
Benzo (a) pyrene	**25.7**		µg/l	5.00	50.0		51	40-130		
Benzo (b) fluoranthene	**24.5**		µg/l	5.00	50.0		49	40-130		
Benzo (g,h,i) perylene	**23.6**		µg/l	5.00	50.0		47	40-130		
Benzo (k) fluoranthene	**25.9**		µg/l	5.00	50.0		52	40-130		
Benzoic acid	**16.0**	QC2	µg/l	5.00	50.0		32	40-130		
Benzyl alcohol	**37.5**		µg/l	5.00	50.0		75	40-130		
Bis(2-chloroethoxy)methane	**19.9**		µg/l	5.00	50.0		40	40-130		
Bis(2-chloroethyl)ether	**20.5**		µg/l	5.00	50.0		41	40-130		
Bis(2-chloroisopropyl)ether	**11.3**	QC2	µg/l	5.00	50.0		23	40-130		
Bis(2-ethylhexyl)phthalate	**28.4**		µg/l	5.00	50.0		57	40-130		
4-Bromophenyl phenyl ether	**27.7**		µg/l	5.00	50.0		55	40-130		
Butyl benzyl phthalate	**26.8**		µg/l	5.00	50.0		54	40-130		
Carbazole	**25.4**		µg/l	5.00	50.0		51	40-130		
4-Chloro-3-methylphenol	**26.7**		µg/l	5.00	50.0		53	40-130		

Semivolatile Organic Compounds by GCMS - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125136 - SW846 3510C										
LCS (1125136-BS1)					Prepared: 02-Dec-11 Analyzed: 06-Dec-11					
4-Chloroaniline	**27.5**		µg/l	5.00	50.0		55	40-130		
2-Chloronaphthalene	**24.0**		µg/l	5.00	50.0		48	40-130		
2-Chlorophenol	**23.8**		µg/l	5.00	50.0		48	40-130		
4-Chlorophenyl phenyl ether	**25.7**		µg/l	5.00	50.0		51	40-130		
Chrysene	**26.6**		µg/l	5.00	50.0		53	40-130		
Dibenzo (a,h) anthracene	**29.4**		µg/l	5.00	50.0		59	40-130		
Dibenzofuran	**25.0**		µg/l	5.00	50.0		50	40-130		
1,2-Dichlorobenzene	**21.8**		µg/l	5.00	50.0		44	40-130		
1,3-Dichlorobenzene	**20.7**		µg/l	5.00	50.0		41	40-130		
1,4-Dichlorobenzene	**20.9**		µg/l	5.00	50.0		42	40-130		
3,3'-Dichlorobenzidine	**25.2**		µg/l	5.00	50.0		50	40-130		
2,4-Dichlorophenol	**25.9**		µg/l	5.00	50.0		52	40-130		
Diethyl phthalate	**26.9**		µg/l	5.00	50.0		54	40-130		
Dimethyl phthalate	**28.2**		µg/l	5.00	50.0		56	40-130		
2,4-Dimethylphenol	**23.6**		µg/l	5.00	50.0		47	40-130		
Di-n-butyl phthalate	**27.0**		µg/l	5.00	50.0		54	40-130		
4,6-Dinitro-2-methylphenol	**32.0**		µg/l	5.00	50.0		64	40-130		
2,4-Dinitrophenol	**31.5**		µg/l	5.00	50.0		63	40-130		
2,4-Dinitrotoluene	**29.3**		µg/l	5.00	50.0		59	40-130		
2,6-Dinitrotoluene	**30.0**		µg/l	5.00	50.0		60	40-130		
Di-n-octyl phthalate	**24.8**		µg/l	5.00	50.0		50	40-130		
Fluoranthene	**27.4**		µg/l	5.00	50.0		55	40-130		
Fluorene	**24.9**		µg/l	5.00	50.0		50	40-130		
Hexachlorobenzene	**29.9**		µg/l	5.00	50.0		60	40-130		
Hexachlorobutadiene	**22.1**		µg/l	5.00	50.0		44	40-130		
Hexachlorocyclopentadiene	**22.3**		µg/l	5.00	50.0		45	40-130		
Hexachloroethane	**19.3**	QM9	µg/l	5.00	50.0		39	40-130		
Indeno (1,2,3-cd) pyrene	**29.7**		µg/l	5.00	50.0		59	40-130		
Isophorone	**18.9**	QC2	µg/l	5.00	50.0		38	40-130		
2-Methylnaphthalene	**24.9**		µg/l	5.00	50.0		50	40-130		
2-Methylphenol	**22.3**		µg/l	5.00	50.0		45	40-130		
3 & 4-Methylphenol	**22.3**		µg/l	10.0	50.0		45	40-130		
Naphthalene	**22.8**		µg/l	5.00	50.0		46	40-130		
2-Nitroaniline	**32.9**		µg/l	5.00	50.0		66	40-130		
3-Nitroaniline	**25.8**		µg/l	5.00	50.0		52	40-130		
4-Nitroaniline	**26.3**		µg/l	20.0	50.0		53	40-130		
Nitrobenzene	**19.0**	QC2	µg/l	5.00	50.0		38	40-130		
2-Nitrophenol	**26.8**		µg/l	5.00	50.0		54	40-130		
4-Nitrophenol	**24.6**		µg/l	20.0	50.0		49	40-130		
N-Nitrosodimethylamine	**15.0**	QC2	µg/l	5.00	50.0		30	40-130		
N-Nitrosodi-n-propylamine	**20.7**		µg/l	5.00	50.0		41	40-130		
N-Nitrosodiphenylamine	**28.9**		µg/l	5.00	50.0		58	40-130		
Pentachlorophenol	**32.6**		µg/l	20.0	50.0		65	40-130		
Phenanthrene	**24.6**		µg/l	5.00	50.0		49	40-130		
Phenol	**14.1**	QC2	µg/l	5.00	50.0		28	40-130		
Pyrene	**31.0**		µg/l	5.00	50.0		62	40-130		
Pyridine	**7.52**	QC2	µg/l	5.00	50.0		15	40-140		
1,2,4-Trichlorobenzene	**23.6**		µg/l	5.00	50.0		47	40-130		
1-Methylnaphthalene	**24.6**		µg/l	5.00	50.0		49	40-140		
2,4,5-Trichlorophenol	**27.6**		µg/l	5.00	50.0		55	40-130		
2,4,6-Trichlorophenol	**23.9**		µg/l	5.00	50.0		48	40-130		
Pentachloronitrobenzene	**27.7**		µg/l	5.00	50.0		55	40-140		

Semivolatile Organic Compounds by GCMS - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125136 - SW846 3510C										
LCS (1125136-BS1)					Prepared: 02-Dec-11 Analyzed: 06-Dec-11					
1,2,4,5-Tetrachlorobenzene	**28.6**		µg/l	5.00	50.0		57	40-140		
Surrogate: 2-Fluorobiphenyl	*24.1*		µg/l		*50.0*		*48*	*30-130*		
Surrogate: 2-Fluorophenol	*18.8*		µg/l		*50.0*		*38*	*15-110*		
Surrogate: Nitrobenzene-d5	*23.6*		µg/l		*50.0*		*47*	*30-130*		
Surrogate: Phenol-d5	*13.5*		µg/l		*50.0*		*27*	*15-110*		
Surrogate: Terphenyl-d14	*30.9*		µg/l		*50.0*		*62*	*30-130*		
Surrogate: 2,4,6-Tribromophenol	*43.3*		µg/l		*50.0*		*87*	*15-110*		
LCS Dup (1125136-BSD1)					Prepared: 02-Dec-11 Analyzed: 06-Dec-11					
Acenaphthene	**26.2**		µg/l	5.00	50.0		52	40-130	1	20
Acenaphthylene	**27.8**		µg/l	5.00	50.0		56	40-130	3	20
Aniline	**21.0**		µg/l	5.00	50.0		42	40-130	3	20
Anthracene	**31.4**		µg/l	5.00	50.0		63	40-130	19	20
Azobenzene/Diphenyldiazine	**27.8**		µg/l	5.00	50.0		56	40-130	18	20
Benzidine	**7.55**	QC2, QR5	µg/l	5.00	50.0		15	40-140	69	20
Benzo (a) anthracene	**28.6**		µg/l	5.00	50.0		57	40-130	1	20
Benzo (a) pyrene	**26.2**		µg/l	5.00	50.0		52	40-130	2	20
Benzo (b) fluoranthene	**23.6**		µg/l	5.00	50.0		47	40-130	4	20
Benzo (g,h,i) perylene	**20.7**		µg/l	5.00	50.0		41	40-130	13	20
Benzo (k) fluoranthene	**29.0**		µg/l	5.00	50.0		58	40-130	11	20
Benzoic acid	**16.1**	QC2	µg/l	5.00	50.0		32	40-130	0.5	20
Benzyl alcohol	**36.9**		µg/l	5.00	50.0		74	40-130	2	20
Bis(2-chloroethoxy)methane	**19.9**		µg/l	5.00	50.0		40	40-130	0.01	20
Bis(2-chloroethyl)ether	**20.5**		µg/l	5.00	50.0		41	40-130	0.3	20
Bis(2-chloroisopropyl)ether	**11.6**	QC2	µg/l	5.00	50.0		23	40-130	2	20
Bis(2-ethylhexyl)phthalate	**28.7**		µg/l	5.00	50.0		57	40-130	1	20
4-Bromophenyl phenyl ether	**31.2**		µg/l	5.00	50.0		62	40-130	12	20
Butyl benzyl phthalate	**26.7**		µg/l	5.00	50.0		53	40-130	0.5	20
Carbazole	**25.8**		µg/l	5.00	50.0		52	40-130	1	20
4-Chloro-3-methylphenol	**26.1**		µg/l	5.00	50.0		52	40-130	2	20
4-Chloroaniline	**25.3**		µg/l	5.00	50.0		51	40-130	8	20
2-Chloronaphthalene	**27.2**		µg/l	5.00	50.0		54	40-130	13	20
2-Chlorophenol	**23.7**		µg/l	5.00	50.0		47	40-130	0.3	20
4-Chlorophenyl phenyl ether	**26.4**		µg/l	5.00	50.0		53	40-130	3	20
Chrysene	**27.5**		µg/l	5.00	50.0		55	40-130	3	20
Dibenzo (a,h) anthracene	**30.1**		µg/l	5.00	50.0		60	40-130	3	20
Dibenzofuran	**26.3**		µg/l	5.00	50.0		53	40-130	5	20
1,2-Dichlorobenzene	**22.3**		µg/l	5.00	50.0		45	40-130	2	20
1,3-Dichlorobenzene	**21.1**		µg/l	5.00	50.0		42	40-130	2	20
1,4-Dichlorobenzene	**21.9**		µg/l	5.00	50.0		44	40-130	5	20
3,3'-Dichlorobenzidine	**26.9**		µg/l	5.00	50.0		54	40-130	6	20
2,4-Dichlorophenol	**25.7**		µg/l	5.00	50.0		51	40-130	0.9	20
Diethyl phthalate	**29.7**		µg/l	5.00	50.0		59	40-130	10	20
Dimethyl phthalate	**25.3**		µg/l	5.00	50.0		51	40-130	11	20
2,4-Dimethylphenol	**23.4**		µg/l	5.00	50.0		47	40-130	0.8	20
Di-n-butyl phthalate	**30.8**		µg/l	5.00	50.0		62	40-130	13	20
4,6-Dinitro-2-methylphenol	**32.6**		µg/l	5.00	50.0		65	40-130	2	20
2,4-Dinitrophenol	**28.1**		µg/l	5.00	50.0		56	40-130	12	20
2,4-Dinitrotoluene	**26.6**		µg/l	5.00	50.0		53	40-130	10	20
2,6-Dinitrotoluene	**26.5**		µg/l	5.00	50.0		53	40-130	13	20
Di-n-octyl phthalate	**26.1**		µg/l	5.00	50.0		52	40-130	5	20
Fluoranthene	**27.5**		µg/l	5.00	50.0		55	40-130	0.4	20

Semivolatile Organic Compounds by GCMS - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125136 - SW846 3510C										
LCS Dup (1125136-BSD1)					Prepared: 02-Dec-11 Analyzed: 06-Dec-11					
Fluorene	**25.6**		µg/l	5.00	50.0		51	40-130	2	20
Hexachlorobenzene	**30.2**		µg/l	5.00	50.0		60	40-130	0.8	20
Hexachlorobutadiene	**23.2**		µg/l	5.00	50.0		46	40-130	5	20
Hexachlorocyclopentadiene	**22.9**		µg/l	5.00	50.0		46	40-130	3	20
Hexachloroethane	**20.9**		µg/l	5.00	50.0		42	40-130	8	20
Indeno (1,2,3-cd) pyrene	**28.8**		µg/l	5.00	50.0		58	40-130	3	20
Isophorone	**18.7**	QC2	µg/l	5.00	50.0		37	40-130	1	20
2-Methylnaphthalene	**25.7**		µg/l	5.00	50.0		51	40-130	4	20
2-Methylphenol	**21.8**		µg/l	5.00	50.0		44	40-130	2	20
3 & 4-Methylphenol	**22.1**		µg/l	10.0	50.0		44	40-130	1	20
Naphthalene	**24.4**		µg/l	5.00	50.0		49	40-130	7	20
2-Nitroaniline	**32.8**		µg/l	5.00	50.0		66	40-130	0.4	20
3-Nitroaniline	**24.7**		µg/l	5.00	50.0		49	40-130	5	20
4-Nitroaniline	**23.9**		µg/l	20.0	50.0		48	40-130	10	20
Nitrobenzene	**19.3**	QC2	µg/l	5.00	50.0		39	40-130	1	20
2-Nitrophenol	**26.7**		µg/l	5.00	50.0		53	40-130	0.4	20
4-Nitrophenol	**24.1**		µg/l	20.0	50.0		48	40-130	2	20
N-Nitrosodimethylamine	**14.3**	QC2	µg/l	5.00	50.0		29	40-130	4	20
N-Nitrosodi-n-propylamine	**19.9**		µg/l	5.00	50.0		40	40-130	4	20
N-Nitrosodiphenylamine	**30.5**		µg/l	5.00	50.0		61	40-130	5	20
Pentachlorophenol	**32.8**		µg/l	20.0	50.0		66	40-130	0.4	20
Phenanthrene	**29.4**		µg/l	5.00	50.0		59	40-130	18	20
Phenol	**13.9**	QC2	µg/l	5.00	50.0		28	40-130	0.9	20
Pyrene	**27.7**		µg/l	5.00	50.0		55	40-130	11	20
Pyridine	**11.1**	QC2, QR5	µg/l	5.00	50.0		22	40-140	38	20
1,2,4-Trichlorobenzene	**24.4**		µg/l	5.00	50.0		49	40-130	3	20
1-Methylnaphthalene	**25.4**		µg/l	5.00	50.0		51	40-140	3	20
2,4,5-Trichlorophenol	**26.6**		µg/l	5.00	50.0		53	40-130	4	20
2,4,6-Trichlorophenol	**23.9**		µg/l	5.00	50.0		48	40-130	0.008	20
Pentachloronitrobenzene	**32.0**		µg/l	5.00	50.0		64	40-140	14	20
1,2,4,5-Tetrachlorobenzene	**30.5**		µg/l	5.00	50.0		61	40-140	6	20
Surrogate: 2-Fluorobiphenyl	*26.2*		µg/l		*50.0*		*52*	*30-130*		
Surrogate: 2-Fluorophenol	*18.4*		µg/l		*50.0*		*37*	*15-110*		
Surrogate: Nitrobenzene-d5	*23.4*		µg/l		*50.0*		*47*	*30-130*		
Surrogate: Phenol-d5	*13.2*		µg/l		*50.0*		*26*	*15-110*		
Surrogate: Terphenyl-d14	*29.5*		µg/l		*50.0*		*59*	*30-130*		
Surrogate: 2,4,6-Tribromophenol	*42.6*		µg/l		*50.0*		*85*	*15-110*		
Duplicate (1125136-DUP1)		GS1	Source: SB40151-01		Prepared: 02-Dec-11 Analyzed: 12-Dec-11					
Acenaphthene	< 134		µg/l	134		BRL				50
Acenaphthylene	< 134		µg/l	134		BRL				50
Aniline	< 134		µg/l	134		BRL				50
Anthracene	< 134		µg/l	134		BRL				50
Azobenzene/Diphenyldiazine	< 134		µg/l	134		BRL				50
Benzidine	< 134		µg/l	134		BRL				50
Benzo (a) anthracene	< 134		µg/l	134		BRL				50
Benzo (a) pyrene	< 134		µg/l	134		BRL				50
Benzo (b) fluoranthene	< 134		µg/l	134		BRL				50
Benzo (g,h,i) perylene	< 134		µg/l	134		BRL				50
Benzo (k) fluoranthene	< 134		µg/l	134		BRL				50
Benzoic acid	**1270**		µg/l	134		927			31	50
Benzyl alcohol	< 134		µg/l	134		BRL				50

Semivolatile Organic Compounds by GCMS - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125136 - SW846 3510C										
Duplicate (1125136-DUP1)		GS1	Source: SB40151-01			Prepared: 02-Dec-11 Analyzed: 12-Dec-11				
Bis(2-chloroethoxy)methane	< 134		µg/l	134		BRL				50
Bis(2-chloroethyl)ether	< 134		µg/l	134		BRL				50
Bis(2-chloroisopropyl)ether	< 134		µg/l	134		BRL				50
Bis(2-ethylhexyl)phthalate	< 134		µg/l	134		BRL				50
4-Bromophenyl phenyl ether	< 134		µg/l	134		BRL				50
Butyl benzyl phthalate	< 134		µg/l	134		BRL				50
Carbazole	< 134		µg/l	134		BRL				50
4-Chloro-3-methylphenol	< 134		µg/l	134		BRL				50
4-Chloroaniline	< 134		µg/l	134		BRL				50
2-Chloronaphthalene	< 134		µg/l	134		BRL				50
2-Chlorophenol	< 134		µg/l	134		BRL				50
4-Chlorophenyl phenyl ether	< 134		µg/l	134		BRL				50
Chrysene	< 134		µg/l	134		BRL				50
Dibenzo (a,h) anthracene	< 134		µg/l	134		BRL				50
Dibenzofuran	< 134		µg/l	134		BRL				50
1,2-Dichlorobenzene	< 134		µg/l	134		BRL				50
1,3-Dichlorobenzene	< 134		µg/l	134		BRL				50
1,4-Dichlorobenzene	< 134		µg/l	134		BRL				50
3,3'-Dichlorobenzidine	< 134		µg/l	134		BRL				50
2,4-Dichlorophenol	< 134		µg/l	134		BRL				50
Diethyl phthalate	< 134		µg/l	134		BRL				50
Dimethyl phthalate	< 134		µg/l	134		BRL				50
2,4-Dimethylphenol	< 134		µg/l	134		BRL				50
Di-n-butyl phthalate	< 134		µg/l	134		BRL				50
4,6-Dinitro-2-methylphenol	< 134		µg/l	134		BRL				50
2,4-Dinitrophenol	< 134		µg/l	134		BRL				50
2,4-Dinitrotoluene	< 134		µg/l	134		BRL				50
2,6-Dinitrotoluene	< 134		µg/l	134		BRL				50
Di-n-octyl phthalate	< 134		µg/l	134		BRL				50
Fluoranthene	< 134		µg/l	134		BRL				50
Fluorene	< 134		µg/l	134		BRL				50
Hexachlorobenzene	< 134		µg/l	134		BRL				50
Hexachlorobutadiene	< 134		µg/l	134		BRL				50
Hexachlorocyclopentadiene	< 134		µg/l	134		BRL				50
Hexachloroethane	< 134		µg/l	134		BRL				50
Indeno (1,2,3-cd) pyrene	< 134		µg/l	134		BRL				50
Isophorone	< 134		µg/l	134		BRL				50
2-Methylnaphthalene	< 134		µg/l	134		BRL				50
2-Methylphenol	**34.4**	J	µg/l	134		29.8			14	50
3 & 4-Methylphenol	**132**	J	µg/l	269		109			19	50
Naphthalene	< 134		µg/l	134		BRL				50
2-Nitroaniline	< 134		µg/l	134		BRL				50
3-Nitroaniline	< 134		µg/l	134		BRL				50
4-Nitroaniline	< 538		µg/l	538		BRL				50
Nitrobenzene	< 134		µg/l	134		BRL				50
2-Nitrophenol	< 134		µg/l	134		BRL				50
4-Nitrophenol	< 538		µg/l	538		BRL				50
N-Nitrosodimethylamine	< 134		µg/l	134		BRL				50
N-Nitrosodi-n-propylamine	< 134		µg/l	134		BRL				50
N-Nitrosodiphenylamine	< 134		µg/l	134		BRL				50
Pentachlorophenol	< 538		µg/l	538		BRL				50
Phenanthrene	< 134		µg/l	134		BRL				50

Semivolatile Organic Compounds by GCMS - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125136 - SW846 3510C										
Duplicate (1125136-DUP1)		GS1	**Source: SB40151-01**			Prepared: 02-Dec-11 Analyzed: 12-Dec-11				
Phenol	**133**	J	µg/l	134		110			19	50
Pyrene	< 134		µg/l	134		BRL				50
Pyridine	< 134		µg/l	134		BRL				50
1,2,4-Trichlorobenzene	< 134		µg/l	134		BRL				50
1-Methylnaphthalene	< 134		µg/l	134		BRL				50
2,4,5-Trichlorophenol	< 134		µg/l	134		BRL				50
2,4,6-Trichlorophenol	< 134		µg/l	134		BRL				50
Pentachloronitrobenzene	< 134		µg/l	134		BRL				50
1,2,4,5-Tetrachlorobenzene	< 134		µg/l	134		BRL				50
Surrogate: 2-Fluorobiphenyl	*40.1*		µg/l		*53.8*		*74*	*30-130*		
Surrogate: 2-Fluorophenol	*28.2*		µg/l		*53.8*		*53*	*15-110*		
Surrogate: Nitrobenzene-d5	*46.8*		µg/l		*53.8*		*87*	*30-130*		
Surrogate: Phenol-d5	*23.7*		µg/l		*53.8*		*44*	*15-110*		
Surrogate: Terphenyl-d14	*41.9*		µg/l		*53.8*		*78*	*30-130*		
Surrogate: 2,4,6-Tribromophenol	*36.0*		µg/l		*53.8*		*67*	*15-110*		

Extractable Petroleum Hydrocarbons - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125096 - SW846 3510C										
Blank (1125096-BLK1)						Prepared: 02-Dec-11 Analyzed: 05-Dec-11				
Gasoline	< 0.1		mg/l	0.1						
Fuel Oil #2	< 0.1		mg/l	0.1						
Fuel Oil #4	< 0.1		mg/l	0.1						
Fuel Oil #6	< 0.1		mg/l	0.1						
Motor Oil	< 0.1		mg/l	0.1						
Ligroin	< 0.1		mg/l	0.1						
Aviation Fuel	< 0.1		mg/l	0.1						
Hydraulic Oil	< 0.1		mg/l	0.1						
Dielectric Fluid	< 0.1		mg/l	0.1						
Unidentified	< 0.1		mg/l	0.1						
Other Oil	< 0.1		mg/l	0.1						
Total Petroleum Hydrocarbons	< 0.1		mg/l	0.1						
Surrogate: 1-Chlorooctadecane	*0.0353*		mg/l		*0.0500*		*71*	*40-140*		
LCS (1125096-BS1)						Prepared: 02-Dec-11 Analyzed: 05-Dec-11				
Fuel Oil #2	**9.3**		mg/l	0.1	10.0		93	40-140		
Surrogate: 1-Chlorooctadecane	*0.0489*		mg/l		*0.0500*		*98*	*40-140*		
Duplicate (1125096-DUP1)			**Source: SB40151-01**			Prepared: 02-Dec-11 Analyzed: 05-Dec-11				
Total Petroleum Hydrocarbons	**23.6**		mg/l	0.2		25.0			6	50
Surrogate: 1-Chlorooctadecane	*0.0420*		mg/l		*0.0543*		*77*	*40-140*		
Batch 1125293 - SW846 3510C										
Blank (1125293-BLK1)						Prepared: 05-Dec-11 Analyzed: 06-Dec-11				
Gasoline	< 0.1		mg/l	0.1						
Fuel Oil #2	< 0.1		mg/l	0.1						
Fuel Oil #4	< 0.1		mg/l	0.1						
Fuel Oil #6	< 0.1		mg/l	0.1						
Motor Oil	< 0.1		mg/l	0.1						
Ligroin	< 0.1		mg/l	0.1						
Aviation Fuel	< 0.1		mg/l	0.1						
Hydraulic Oil	< 0.1		mg/l	0.1						
Dielectric Fluid	< 0.1		mg/l	0.1						
Unidentified	< 0.1		mg/l	0.1						
Other Oil	< 0.1		mg/l	0.1						
Total Petroleum Hydrocarbons	< 0.1		mg/l	0.1						
Surrogate: 1-Chlorooctadecane	*0.0303*		mg/l		*0.0500*		*61*	*40-140*		
LCS (1125293-BS1)						Prepared: 05-Dec-11 Analyzed: 06-Dec-11				
Fuel Oil #2	**9.0**		mg/l	0.1	10.0		90	40-140		
Surrogate: 1-Chlorooctadecane	*0.0407*		mg/l		*0.0500*		*81*	*40-140*		
Duplicate (1125293-DUP1)			**Source: SB40151-09**			Prepared: 05-Dec-11 Analyzed: 08-Dec-11				
Total Petroleum Hydrocarbons	**5.1**		mg/l	0.2		5.2			3	50
Surrogate: 1-Chlorooctadecane	*0.0486*		mg/l		*0.0538*		*90*	*40-140*		

Total Metals by EPA 6000/7000 Series Methods - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125433 - SW846 3005A										
Blank (1125433-BLK1)					Prepared: 07-Dec-11 Analyzed: 09-Dec-11					
Lead	< 0.0075		mg/l	0.0075						
Selenium	< 0.0150		mg/l	0.0150						
Arsenic	< 0.0040		mg/l	0.0040						
Cadmium	< 0.0025		mg/l	0.0025						
Barium	< 0.0050		mg/l	0.0050						
Silver	< 0.0050		mg/l	0.0050						
Chromium	< 0.0050		mg/l	0.0050						
LCS (1125433-BS1)					Prepared: 07-Dec-11 Analyzed: 09-Dec-11					
Lead	**1.38**		mg/l	0.0075	1.25		110	85-115		
Selenium	**1.36**		mg/l	0.0150	1.25		109	85-115		
Arsenic	**1.41**		mg/l	0.0040	1.25		113	85-115		
Cadmium	**1.36**		mg/l	0.0025	1.25		109	85-115		
Barium	**1.43**		mg/l	0.0050	1.25		115	85-115		
Silver	**1.36**		mg/l	0.0050	1.25		108	85-115		
Chromium	**1.40**		mg/l	0.0050	1.25		112	85-115		
LCS Dup (1125433-BSD1)					Prepared: 07-Dec-11 Analyzed: 09-Dec-11					
Selenium	**1.32**		mg/l	0.0150	1.25		106	85-115	2	20
Lead	**1.32**		mg/l	0.0075	1.25		105	85-115	5	20
Arsenic	**1.38**		mg/l	0.0040	1.25		111	85-115	2	20
Chromium	**1.32**		mg/l	0.0050	1.25		106	85-115	6	20
Cadmium	**1.32**		mg/l	0.0025	1.25		105	85-115	3	20
Barium	**1.42**		mg/l	0.0050	1.25		113	85-115	1	20
Silver	**1.28**		mg/l	0.0050	1.25		103	85-115	5	20

Total Metals by EPA 200 Series Methods - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125434 - EPA200/SW7000 Series										
Blank (1125434-BLK1)						Prepared: 07-Dec-11 Analyzed: 09-Dec-11				
Mercury	< 0.00020		mg/l	0.00020						
LCS (1125434-BS1)						Prepared: 07-Dec-11 Analyzed: 09-Dec-11				
Mercury	**0.00522**		mg/l	0.00020	0.00500		104	85-115		

Notes and Definitions

GS1	Sample dilution required for high concentration of target analytes to be within the instrument calibration range.
QC2	Analyte out of acceptance range in QC spike but no reportable concentration present in sample.
QM9	The spike recovery for this QC sample is outside the established control limits. The sample results for the QC batch were accepted based on LCS/LCSD or SRM recoveries within the control limits.
QR5	RPD out of acceptance range.
R01	The Reporting Limit has been raised to account for matrix interference.
TIC	(Tentatively Identified Compounds) reported values are estimated concentrations of non-target analytes identified at greater than 10% of the nearest internal standard.
dry	Sample results reported on a dry weight basis
NR	Not Reported
RPD	Relative Percent Difference
J	Detected but below the Reporting Limit; therefore, result is an estimated concentration (CLP J-Flag).

Interpretation of Total Petroleum Hydrocarbon Report

Petroleum identification is determined by comparing the GC fingerprint obtained from the sample with a library of GC fingerprints obtained from analyses of various petroleum products. Possible match categories are as follows:

Gasoline - includes regular, unleaded, premium, etc.
Fuel Oil #2 - includes home heating oil, #2 fuel oil, and diesel
Fuel Oil #4 - includes #4 fuel oil
Fuel Oil #6 - includes #6 fuel oil and bunker "C" oil
Motor Oil - includes virgin and waste automobile oil
Ligroin - includes mineral spirits, petroleum naphtha, vm&p naphtha
Aviation Fuel - includes kerosene, Jet A and JP-4
Other Oil - includes lubricating and cutting oil, and silicon oil

At times, the unidentified petroleum product is quantified using a calibration that most closely approximates the distribution of compounds in the sample. When this occurs, the result is qualified as Calculated as.

Laboratory Control Sample (LCS): A known matrix spiked with compound(s) representative of the target analytes, which is used to document laboratory performance.

Matrix Duplicate: An intra-laboratory split sample which is used to document the precision of a method in a given sample matrix.

Matrix Spike: An aliquot of a sample spiked with a known concentration of target analyte(s). The spiking occurs prior to sample preparation and analysis. A matrix spike is used to document the bias of a method in a given sample matrix.

Method Blank: An analyte-free matrix to which all reagents are added in the same volumes or proportions as used in sample processing. The method blank should be carried through the complete sample preparation and analytical procedure. The method blank is used to document contamination resulting from the analytical process.

Method Detection Limit (MDL): The minimum concentration of a substance that can be measured and reported with 99% confidence that the analyte concentration is greater than zero and is determined from analysis of a sample in a given matrix type containing the analyte.

Reportable Detection Limit (RDL): The lowest concentration that can be reliably achieved within specified limits of precision and accuracy during routine laboratory operating conditions. For many analytes the RDL analyte concentration is selected as the lowest non-zero standard in the calibration curve. While the RDL is approximately 5 to 10 times the MDL, the RDL for each sample takes into account the sample volume/weight, extract/digestate volume, cleanup procedures and, if applicable, dry weight correction. Sample RDLs are highly matrix-dependent.

Surrogate: An organic compound which is similar to the target analyte(s) in chemical composition and behavior in the analytical process, but which is not normally found in environmental samples. These compounds are spiked into all blanks, standards, and samples prior to analysis. Percent recoveries are calculated for each surrogate.

Continuing Calibration Verification: The calibration relationship established during the initial calibration must be verified at periodic intervals. Concentrations, intervals, and criteria are method specific.

Validated by:
Nicole Leja

SB 40151

SPECTRUM ANALYTICAL, INC.
Featuring
HANNIBAL TECHNOLOGY

CHAIN OF CUSTODY RECORD

Page 1 of 1

Special Handling:
- ☒ Standard TAT - 7 to 10 business days
- ☐ Rush TAT - Date Needed
- All TATs subject to laboratory approval.
- Min. 24 hour notification needed for rushes.
- Samples disposed of after 60 days unless otherwise instructed.

Report To: AECOM
250 Apollo Drive
Chelmsford, MA 01824

Telephone #: 178-905-2100
Project Mgr.: Ron Matos

Invoice To: Same

P.O. No.: RQN

Project No.: 60-36456
Site Name: Jet Blue
Location: Jet Blue Term 6 State: NY
Samplers: Tom Croft, John Callahan

1 $Na_2S_2O_3$ 2=HCl 3=H_2SO_4 4=HNO_3 5=NaOH 6=Ascorbic Acid 7=CH3OH
8 NaHSO4 9 Deionized Water 10= none 11=

List preservative code below: 2 10 2 4 10

DW Drinking Water GW Groundwater WW Wastewater
O=Oil SW=Surface Water SO=Soil SL=Sludge A=Air
X1 X2 X3=

G=Grab C=Composite

QA/QC Reporting Notes:
* additional charges may apply

MA-DEP MCP CAM Report Yes ☐ No ☒
CT-DEP RCP Report Yes ☐ No ☒

QA/QC Reporting Level
☒ Standard ☐ NEDC ☐ DQA
☐ NY ASP A ☐ NY ASP B
☐ CT Reduced ☐ CT RCP
☐ CT RCP ☐ TRRP
☐ Other

State specific reporting standards.

Lab Id:	Sample Id:	Date:	Time:	Type	Matrix	# of VOA Vials	# of Amber Glass	# of Clear Glass	# of Plastic	VOCs + MTBE by TCL VOAs + 10	SVOCs by TCL BNAs + 20	TPH by 8100	Rcnt 8 metals by 6010B	Calycol by 8015B
40151-01	JB-PT08-MW	11/29/11	1420	G	GW	5	4			3	2	2		2
-02	JB-PT11-MW	11/29/11	1445	G	GW	5	4			3	2	2		2
-03	MW-7 (ENSR)	11/30/11	1145	G	GW	5	4			3	2	2		2
-04	MW-11 (ENSR)	11/30/11	0925	G	GW	5	4			3	2	2		2
-05	MW-16 (ENSR	11/30/11	1015	G	GW	5	4		1	3	2	2	1	2
-06	MW-11 (PANYNJ)	11/30/11	1135	G	GW	5	4			3	2	2		2
-07	MW-15 (PANYNJ)	11/30/11	1040	G	GW	5	4		1	3	2	2	1	2
-08	Tip Blank-11301	Lab				1				1				
-09	MW-9 (ENSR)	11/30/11	1570	G	GW	5	4			3	2	2		2

Relinquished by:	Received by:	Date:	Time:	Temp°C
Jet	Jet	11/30/11	16:02	5.4
		11/30/11		4.1

☐ EDD Format
☒ Email: Sharon.McKechnie@aecom.com
Raimundo.Matos@aecom.com

☐ Ambient ☒ Iced ☐ Refrigerated ☐ Fridge temp °C ☐ Freezer temp °C

11 Almgren Drive • Agawam, MA 01001 • 413 789-9018 • FAX 413 789-7915

Revised Jan. 2010

Report Date:
21-Dec-11 12:33

☐ Final Report
☐ Re-Issued Report
☑ Revised Report

SPECTRUM ANALYTICAL, INC.
Featuring
HANIBAL TECHNOLOGY

Laboratory Report

AECOM Environment
250 Apollo Drive
Chelmsford, MA 01824
Attn: Raimundo Matos

Project: Jet Blue, JFK Airport
Project #: 60236456

Laboratory ID	Client Sample ID	Matrix	Date Sampled	Date Received
SB40201-01	JB-PT03-MW	Ground Water	30-Nov-11 16:00	01-Dec-11 17:05
SB40201-02	JB-PT10-MW	Ground Water	01-Dec-11 10:00	01-Dec-11 17:05
SB40201-03	MW-18(ENSR)	Ground Water	01-Dec-11 11:45	01-Dec-11 17:05
SB40201-04	MW-10(PANYNJ)	Ground Water	01-Dec-11 09:35	01-Dec-11 17:05
SB40201-05	MW-12(PANYNJ)	Ground Water	01-Dec-11 10:55	01-Dec-11 17:05
SB40201-06	MW-16(PANYNJ)	Ground Water	01-Dec-11 11:20	01-Dec-11 17:05
SB40201-07	DUP-120111	Ground Water	01-Dec-11 00:00	01-Dec-11 17:05
SB40201-08	Trip Blank-120111	Aqueous	01-Dec-11 00:00	01-Dec-11 17:05
SB40201-09	Soil WC-120111	Soil	01-Dec-11 13:30	01-Dec-11 17:05

I attest that the information contained within the report has been reviewed for accuracy and checked against the quality control requirements for each method. These results relate only to the sample(s) as received.
All applicable NELAC requirements have been met.

Massachusetts # M-MA138/MA1110
Connecticut # PH-0777
Florida # E87600/E87936
Maine # MA138
New Hampshire # 2538
New Jersey # MA011/MA012
New York # 11393/11840
Pennsylvania # 68-04426/68-02924
Rhode Island # 98
USDA # S-51435

Authorized by:

Nicole Leja

Nicole Leja
Laboratory Director

Spectrum Analytical holds certification in the State of New York for the analytes as indicated with an X in the "Cert." column within this report. Please note that the State of New York does not offer certification for all analytes.
Please note that this report contains 92 pages of analytical data plus Chain of Custody document(s). When the Laboratory Report is indicated as revised, this report supersedes any previously dated reports for the laboratory ID(s) referenced above. Where this report identifies subcontracted analyses, copies of the subcontractor's test report are available upon request. This report may not be reproduced, except in full, without written approval from Spectrum Analytical, Inc.

Spectrum Analytical, Inc. is a NELAC accredited laboratory organization and meets NELAC testing standards. Use of the NELAC logo however does not insure that Spectrum is currently accredited for the specific method or analyte indicated. Please refer to our "Quality" web page at www.spectrum-analytical.com for a full listing of our current certifications and fields of accreditation. States in which Spectrum Analytical, Inc. holds NELAC certification are New York, New Hampshire, New Jersey and Florida. All analytical work for Volatile Organic and Air analysis are transferred to and conducted at our 830 Silver Street location (NY-11840, FL-E87936 and NJ-MA012).

CASE NARRATIVE:

The samples were received 1.8 degrees Celsius, please refer to the Chain of Custody for details specific to temperature upon receipt. An infrared thermometer with a tolerance of +/- 2.0 degrees Celsius was used immediately upon receipt of the samples.

If a Matrix Spike (MS), Matrix Spike Duplicate (MSD) or Duplicate (DUP) was not requested on the Chain of Custody, method criteria may have been fulfilled with a source sample not of this Sample Delivery Group.

These samples do not exhibit the characteristics of reactivity as defined in 40 CFR 261.23, sections (1), (2), (4), and (5); however, Spectrum Analytical, Inc. does not test for detonation, explosive reaction or potential, or forbidden explosives as defined in 40 CFR 261.23, sections (3), (6), (7) and (8).

All VOC soils samples submitted and analyzed in methanol will have a minimum dilution factor of 50. This is the minimum amount of solvent allowed on the instrumentation without causing interference. Additional dilution factors may be required to keep analyte concentration within instrument calibration.

See below for any non-conformances and issues relating to quality control samples and/or sample analysis/matrix.

8015CM

Spikes:

1125077-MSD2 *Source: SB40201-09*

The spike recovery was outside acceptance limits for the MS and/or MSD. The batch was accepted based on acceptable LCS recovery.

Diesel Range Organics (DRO)

SW846 1030

Samples:

SB40201-09 *Soil WC-120111*

A hold time of 24 hours has been set to expedite the analyses through the laboratory. However, the hold time for Ignitability is not specified within the method other than to state that the samples should be analyzed as soon as possible.

Ignitability by Definition

SW846 1311

Samples:

SB40201-09 *Soil WC-120111*

Per SW846 TCLP/SPLP requirements, the ambient temp of the extraction room during the extraction shall be maintained at 23° C.+/-2°. The minimum temperature for this batch was low at 18°C.

TCLP Extraction
TCLP Extraction
TCLP Extraction
TCLP Extraction
TCLP Extraction

SW846 1311/6010C

Blanks:

1125706-BLK1

The method blank contains analyte at a concentration above the MRL; however, concentration is less than 10% of the sample result, which is negligible according to method criteria.

Barium

SW846 1311/8260C

SW846 1311/8260C

Samples:

S111698-CCV1

Analyte percent drift is outside individual acceptance criteria (20), but within overall method allowances.

Vinyl chloride (25.0%)

This affected the following samples:

1125995-BLK1
1125995-BLK2
1125995-BS1
1125995-BSD1
Soil WC-120111

SW846 1311/8270D

Laboratory Control Samples:

1125720 BS/BSD

Pyridine percent recoveries (25/28) are outside individual acceptance criteria (40-140), but within overall method allowances. All reported results of the following samples are considered to have a potentially low bias:

Soil WC-120111

1125720 BSD

Nitrobenzene RPD 21% (20%) is outside individual acceptance criteria, but within overall method allowances.

SW846 8260C

Calibration:

1111012

Analyte quantified by quadratic equation type calibration.

Vinyl chloride

This affected the following samples:

1125886-BLK1
1125886-BS1
1125886-BSD1
1125889-BLK1
1125889-BS1
1125889-BSD1
DUP-120111
JB-PT03-MW
JB-PT10-MW
MW-10(PANYNJ)
MW-12(PANYNJ)
MW-16(PANYNJ)
S110372-ICV1
S111705-CCV1
S111726-CCV1
Trip Blank-120111

1112017

SW846 8260C

Calibration:

1112017

Analyte quantified by quadratic equation type calibration.

1,2-Dibromo-3-chloropropane
Bromodichloromethane
Bromoform
cis-1,3-Dichloropropene
Dibromochloromethane
trans-1,3-Dichloropropene
trans-1,4-Dichloro-2-butene
Vinyl chloride

This affected the following samples:

1126131-BLK1
1126131-BS1
1126131-BSD1
1126131-MS1
1126131-MSD1
MW-18(ENSR)
S111672-ICV1
S111775-CCV1

Laboratory Control Samples:

1125886 BS/BSD

Bromoform percent recoveries (160/150) are outside individual acceptance criteria (70-130), but within overall method allowances. All reported results of the following samples are considered to have a potentially high bias:

JB-PT03-MW

Bromomethane percent recoveries (131/119) are outside individual acceptance criteria (70-130), but within overall method allowances. All reported results of the following samples are considered to have a potentially high bias:

JB-PT03-MW

Carbon tetrachloride percent recoveries (141/135) are outside individual acceptance criteria (70-130), but within overall method allowances. All reported results of the following samples are considered to have a potentially high bias:

JB-PT03-MW

1125889 BS/BSD

Bromoform percent recoveries (141/142) are outside individual acceptance criteria (70-130), but within overall method allowances. All reported results of the following samples are considered to have a potentially high bias:

DUP-120111
JB-PT10-MW
MW-10(PANYNJ)
MW-12(PANYNJ)
MW-16(PANYNJ)
Trip Blank-120111

Dichlorodifluoromethane (Freon12) percent recoveries (77/69) are outside individual acceptance criteria (70-130), but within overall method allowances. All reported results of the following samples are considered to have a potentially low bias:

DUP-120111
JB-PT10-MW
MW-10(PANYNJ)
MW-12(PANYNJ)
MW-16(PANYNJ)
Trip Blank-120111

SW846 8260C

Laboratory Control Samples:

1126131 BS/BSD

Vinyl chloride percent recoveries (144/149) are outside individual acceptance criteria (70-130), but within overall method allowances. All reported results of the following samples are considered to have a potentially high bias:

MW-18(ENSR)

Spikes:

1126131-MS1 *Source: SB40201-03*

The spike recovery was outside acceptance limits for the MS and/or MSD. The batch was accepted based on acceptable LCS recovery.

Carbon disulfide

1126131-MSD1 *Source: SB40201-03*

The spike recovery was outside acceptance limits for the MS and/or MSD. The batch was accepted based on acceptable LCS recovery.

Carbon disulfide

Samples:

S111705-CCV1

Analyte percent difference is outside individual acceptance criteria (20), but within overall method allowances.

1,1,1,2-Tetrachloroethane (24.5%)
Bromoform (58.4%)
Carbon tetrachloride (38.1%)
Dibromochloromethane (24.2%)
Dichlorodifluoromethane (Freon12) (-20.9%)
Ethanol (-40.4%)
trans-1,3-Dichloropropene (20.1%)
trans-1,4-Dichloro-2-butene (35.4%)

This affected the following samples:

1125886-BLK1
1125886-BS1
1125886-BSD1
JB-PT03-MW

S111726-CCV1

Analyte percent difference is outside individual acceptance criteria (20), but within overall method allowances.

Bromoform (52.2%)
Carbon tetrachloride (33.6%)
Dibromochloromethane (23.2%)

This affected the following samples:

1125889-BLK1
1125889-BS1
1125889-BSD1
DUP-120111
JB-PT10-MW
MW-10(PANYNJ)
MW-12(PANYNJ)
MW-16(PANYNJ)
Trip Blank-120111

S111775-CCV1

SW846 8260C

Samples:

S111775-CCV1

Analyte percent drift is outside individual acceptance criteria (20), but within overall method allowances.

Vinyl chloride (24.0%)

This affected the following samples:

1126131-BLK1
1126131-BS1
1126131-BSD1
1126131-MS1
1126131-MSD1
MW-18(ENSR)

SB40201-01 *JB-PT03-MW*

Sample dilution required for high concentration of target analytes to be within the instrument calibration range.

SW846 8270D

Calibration:

1109014

Analyte quantified by quadratic equation type calibration.

Bis(2-chloroisopropyl)ether

This affected the following samples:

1125468-BLK1
1125468-BS1
1125468-DUP1
1125468-MS1
1125468-MSD1
DUP-120111
JB-PT03-MW
JB-PT10-MW
MW-10(PANYNJ)
MW-12(PANYNJ)
MW-16(PANYNJ)
MW-18(ENSR)
S108285-ICV1
S111567-CCV1
S111722-CCV1

Spikes:

1125468-MS1 *Source: SB40201-03*

Analyte out of acceptance range in QC spike but no reportable concentration present in sample.

3,3'-Dichlorobenzidine
Aniline
Benzidine
Bis(2-chloroisopropyl)ether
N-Nitrosodimethylamine
Pyridine

1125468-MSD1 *Source: SB40201-03*

SW846 8270D

Spikes:

1125468-MSD1 *Source: SB40201-03*

Analyte out of acceptance range in QC spike but no reportable concentration present in sample.

3,3'-Dichlorobenzidine
Aniline
Benzidine
Bis(2-chloroethoxy)methane
Bis(2-chloroisopropyl)ether
Nitrobenzene
N-Nitrosodimethylamine
Phenol
Pyridine

RPD out of acceptance range.

4-Chloroaniline

Samples:

S111567-CCV1

Analyte percent difference is outside individual acceptance criteria (20), but within overall method allowances.

Benzidine (-29.0%)
Benzyl alcohol (28.9%)
Hexachloroethane (-21.6%)
N-Nitrosodimethylamine (-31.2%)
Pentachlorophenol (20.3%)
Pyridine (-44.0%)

Analyte percent drift is outside individual acceptance criteria (20), but within overall method allowances.

Bis(2-chloroisopropyl)ether (-53.5%)

This affected the following samples:

1125468-BLK1
1125468-BS1
1125468-DUP1
1125468-MS1
1125468-MSD1
DUP-120111
JB-PT10-MW
MW-10(PANYNJ)
MW-12(PANYNJ)
MW-16(PANYNJ)
MW-18(ENSR)

S111722-CCV1

Analyte percent difference is outside individual acceptance criteria (20), but within overall method allowances.

2-Nitroaniline (20.3%)
4-Nitrophenol (44.5%)
Benzidine (-43.4%)
Benzyl alcohol (25.2%)
Hexachlorobenzene (21.3%)
Hexachloroethane (-23.8%)
N-Nitrosodimethylamine (-50.1%)
N-Nitrosodi-n-propylamine (-25.0%)
Pyridine (-55.2%)

SW846 8270D

Samples:

S111722-CCV1

Analyte percent drift is outside individual acceptance criteria (20), but within overall method allowances.

Bis(2-chloroisopropyl)ether (-52.1%)

This affected the following samples:

JB-PT03-MW

SB40201-01 *JB-PT03-MW*

Sample dilution required for high concentration of target analytes to be within the instrument calibration range.

The recovery of this surrogate is outside control limits due to sample dilution required from high analyte concentration and/or matrix interference's.

2,4,6-Tribromophenol

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT03-MW SB40201-01	60236456	Ground Water	30-Nov-11 16:00	01-Dec-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Volatile Organic Compounds			GS1										
Prepared by method SW846 5030 Water MS													
76-13-1	1,1,2-Trichlorotrifluoroethane (Freon 113)	< 5.0		µg/l	5.0	3.2	5	SW846 8260C	12-Dec-11	12-Dec-11	JRO	1125886	X
67-64-1	Acetone	< 50.0		µg/l	50.0	12.8	5	"	"	"	"	"	X
107-13-1	Acrylonitrile	< 2.5		µg/l	2.5	2.3	5	"	"	"	"	"	X
71-43-2	Benzene	< 5.0		µg/l	5.0	3.3	5	"	"	"	"	"	X
108-86-1	Bromobenzene	< 5.0		µg/l	5.0	3.6	5	"	"	"	"	"	
74-97-5	Bromochloromethane	< 5.0		µg/l	5.0	3.6	5	"	"	"	"	"	X
75-27-4	Bromodichloromethane	< 2.5		µg/l	2.5	2.4	5	"	"	"	"	"	X
75-25-2	Bromoform	< 5.0		µg/l	5.0	3.0	5	"	"	"	"	"	X
74-83-9	Bromomethane	< 10.0		µg/l	10.0	5.7	5	"	"	"	"	"	X
78-93-3	2-Butanone (MEK)	< 50.0		µg/l	50.0	8.7	5	"	"	"	"	"	X
104-51-8	n-Butylbenzene	< 5.0		µg/l	5.0	2.8	5	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	< 5.0		µg/l	5.0	4.1	5	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	< 5.0		µg/l	5.0	3.7	5	"	"	"	"	"	X
75-15-0	Carbon disulfide	< 10.0		µg/l	10.0	3.1	5	"	"	"	"	"	X
56-23-5	Carbon tetrachloride	< 5.0		µg/l	5.0	2.7	5	"	"	"	"	"	X
108-90-7	Chlorobenzene	< 5.0		µg/l	5.0	3.3	5	"	"	"	"	"	X
75-00-3	Chloroethane	< 10.0		µg/l	10.0	5.2	5	"	"	"	"	"	X
67-66-3	Chloroform	< 5.0		µg/l	5.0	3.4	5	"	"	"	"	"	X
-3	Chloromethane	< 10.0		µg/l	10.0	7.4	5	"	"	"	"	"	X
95-49-8	2-Chlorotoluene	< 5.0		µg/l	5.0	4.0	5	"	"	"	"	"	X
106-43-4	4-Chlorotoluene	< 5.0		µg/l	5.0	3.7	5	"	"	"	"	"	X
96-12-8	1,2-Dibromo-3-chloropropane	< 10.0		µg/l	10.0	4.6	5	"	"	"	"	"	X
124-48-1	Dibromochloromethane	< 2.5		µg/l	2.5	1.4	5	"	"	"	"	"	X
106-93-4	1,2-Dibromoethane (EDB)	< 2.5		µg/l	2.5	1.6	5	"	"	"	"	"	X
74-95-3	Dibromomethane	< 5.0		µg/l	5.0	3.3	5	"	"	"	"	"	X
95-50-1	1,2-Dichlorobenzene	< 5.0		µg/l	5.0	3.3	5	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 5.0		µg/l	5.0	3.6	5	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 5.0		µg/l	5.0	3.1	5	"	"	"	"	"	X
75-71-8	Dichlorodifluoromethane (Freon12)	< 10.0		µg/l	10.0	2.2	5	"	"	"	"	"	X
75-34-3	1,1-Dichloroethane	< 5.0		µg/l	5.0	3.4	5	"	"	"	"	"	X
107-06-2	1,2-Dichloroethane	< 5.0		µg/l	5.0	3.9	5	"	"	"	"	"	X
75-35-4	1,1-Dichloroethene	< 5.0		µg/l	5.0	2.4	5	"	"	"	"	"	X
156-59-2	cis-1,2-Dichloroethene	< 5.0		µg/l	5.0	3.6	5	"	"	"	"	"	X
156-60-5	trans-1,2-Dichloroethene	< 5.0		µg/l	5.0	3.4	5	"	"	"	"	"	X
78-87-5	1,2-Dichloropropane	< 5.0		µg/l	5.0	3.6	5	"	"	"	"	"	X
142-28-9	1,3-Dichloropropane	< 5.0		µg/l	5.0	4.0	5	"	"	"	"	"	X
594-20-7	2,2-Dichloropropane	< 5.0		µg/l	5.0	3.0	5	"	"	"	"	"	X
563-58-6	1,1-Dichloropropene	< 5.0		µg/l	5.0	3.2	5	"	"	"	"	"	X
10061-01-5	cis-1,3-Dichloropropene	< 2.5		µg/l	2.5	1.3	5	"	"	"	"	"	X
10061-02-6	trans-1,3-Dichloropropene	< 2.5		µg/l	2.5	2.5	5	"	"	"	"	"	X
1-4	Ethylbenzene	< 5.0		µg/l	5.0	3.7	5	"	"	"	"	"	X
-68-3	Hexachlorobutadiene	< 2.5		µg/l	2.5	2.2	5	"	"	"	"	"	X
591-78-6	2-Hexanone (MBK)	< 50.0		µg/l	50.0	2.7	5	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT03-MW	60236456	Ground Water	30-Nov-11 16:00	01-Dec-11
SB40201-01				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Volatile Organic Compounds			GS1										
Prepared by method SW846 5030 Water MS													
98-82-8	Isopropylbenzene	5.2		µg/l	5.0	3.1	5	SW846 8260C	12-Dec-11	12-Dec-11	JRO	1125886	X
99-87-6	4-Isopropyltoluene	< 5.0		µg/l	5.0	3.0	5	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 5.0		µg/l	5.0	3.3	5	"	"	"	"	"	X
108-10-1	4-Methyl-2-pentanone (MIBK)	< 50.0		µg/l	50.0	4.7	5	"	"	"	"	"	X
75-09-2	Methylene chloride	< 10.0		µg/l	10.0	3.4	5	"	"	"	"	"	X
91-20-3	Naphthalene	474		µg/l	5.0	1.7	5	"	"	"	"	"	X
103-65-1	n-Propylbenzene	< 5.0		µg/l	5.0	3.8	5	"	"	"	"	"	X
100-42-5	Styrene	< 5.0		µg/l	5.0	3.1	5	"	"	"	"	"	X
630-20-6	1,1,1,2-Tetrachloroethane	< 5.0		µg/l	5.0	3.1	5	"	"	"	"	"	X
79-34-5	1,1,2,2-Tetrachloroethane	< 2.5		µg/l	2.5	1.7	5	"	"	"	"	"	X
127-18-4	Tetrachloroethene	< 5.0		µg/l	5.0	3.7	5	"	"	"	"	"	X
108-88-3	Toluene	< 5.0		µg/l	5.0	4.1	5	"	"	"	"	"	X
87-61-6	1,2,3-Trichlorobenzene	< 5.0		µg/l	5.0	1.9	5	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 5.0		µg/l	5.0	1.8	5	"	"	"	"	"	X
108-70-3	1,3,5-Trichlorobenzene	< 5.0		µg/l	5.0	3.9	5	"	"	"	"	"	
71-55-6	1,1,1-Trichloroethane	< 5.0		µg/l	5.0	2.9	5	"	"	"	"	"	X
79-00-5	1,1,2-Trichloroethane	< 5.0		µg/l	5.0	3.2	5	"	"	"	"	"	X
79-01-6	Trichloroethene	< 5.0		µg/l	5.0	3.8	5	"	"	"	"	"	X
75-69-4	Trichlorofluoromethane (Freon 11)	< 5.0		µg/l	5.0	3.1	5	"	"	"	"	"	X
96-18-4	1,2,3-Trichloropropane	< 5.0		µg/l	5.0	3.7	5	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	< 5.0		µg/l	5.0	3.8	5	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 5.0		µg/l	5.0	3.7	5	"	"	"	"	"	X
75-01-4	Vinyl chloride	< 5.0		µg/l	5.0	4.0	5	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 10.0		µg/l	10.0	8.2	5	"	"	"	"	"	X
95-47-6	o-Xylene	< 5.0		µg/l	5.0	4.4	5	"	"	"	"	"	X
109-99-9	Tetrahydrofuran	< 10.0		µg/l	10.0	7.2	5	"	"	"	"	"	
60-29-7	Ethyl ether	< 5.0		µg/l	5.0	3.5	5	"	"	"	"	"	
994-05-8	Tert-amyl methyl ether	< 5.0		µg/l	5.0	3.6	5	"	"	"	"	"	X
637-92-3	Ethyl tert-butyl ether	< 5.0		µg/l	5.0	3.9	5	"	"	"	"	"	X
108-20-3	Di-isopropyl ether	< 5.0		µg/l	5.0	3.6	5	"	"	"	"	"	X
75-65-0	Tert-Butanol / butyl alcohol	< 50.0		µg/l	50.0	43.2	5	"	"	"	"	"	X
123-91-1	1,4-Dioxane	< 100		µg/l	100	70.1	5	"	"	"	"	"	X
110-57-6	trans-1,4-Dichloro-2-buten e	< 25.0		µg/l	25.0	3.8	5	"	"	"	"	"	X
64-17-5	Ethanol	< 2000		µg/l	2000	178	5	"	"	"	"	"	X
Surrogate recoveries:													
460-00-4	*4-Bromofluorobenzene*	*93*			*70-130 %*			"	"	"	"	"	
2037-26-5	*Toluene-d8*	*101*			*70-130 %*			"	"	"	"	"	
17060-07-0	*1,2-Dichloroethane-d4*	*106*			*70-130 %*			"	"	"	"	"	
1868-53-7	*Dibromofluoromethane*	*108*			*70-130 %*			"	"	"	"	"	
Tentatively Identified Compounds by GC/MS													
Prepared by method SW846 5030 Water MS													
496-11-7	Indane	184	TIC	µg/l			5	SW846 8260C TICs	"	"	JRO	"	

This laboratory report is not valid without an authorized signature on the cover page.

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT03-MW	60236456	Ground Water	30-Nov-11 16:00	01-Dec-11
SB40201-01				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Tentatively Identified Compounds by GC/MS													
Prepared by method SW846 5030 Water MS													
000090-12-0	Naphthalene, 1-methyl-(01)	51.8	TIC	µg/l			5	SW846 8260C TICs	12-Dec-11	12-Dec-11	JRO	1125886	
Organic Compounds by Modified SW846 8015													
Glycol Analysis													
Prepared by method SW846 8015 Mod.													
111-46-6	Diethylene glycol	< 20.0		mg/l	20.0	3.93	1	SW846 8015 Mod	03-Dec-11	12-Dec-11	SEW	1125087	
107-21-1	Ethylene glycol	< 10.0		mg/l	10.0	6.13	1	"	"	"	"	"	
111-76-2	Ethylene glycol monobutyl ether	< 10.0		mg/l	10.0	2.10	1	"	"	"	"	"	
57-55-6	Propylene glycol	< 10.0		mg/l	10.0	6.42	1	"	"	"	"	"	
Surrogate recoveries:													
71-41-0	*1-Pentanol*	*93*			*40-140 %*			"	"	"	"	"	
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds			GS1										
Prepared by method SW846 3510C													
83-32-9	Acenaphthene	< 29.1		µg/l	29.1	4.71	5	SW846 8270D	07-Dec-11	13-Dec-11	ML	1125486	X
208-96-8	Acenaphthylene	< 29.1		µg/l	29.1	5.87	5	"	"	"	"	"	X
62-53-3	Aniline	< 29.1		µg/l	29.1	12.4	5	"	"	"	"	"	X
120-12-7	Anthracene	< 29.1		µg/l	29.1	4.30	5	"	"	"	"	"	X
33-3	Azobenzene/Diphenyldiazine	< 29.1		µg/l	29.1	6.22	5	"	"	"	"	"	
92-87-5	Benzidine	< 29.1		µg/l	29.1	17.3	5	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	< 29.1		µg/l	29.1	3.26	5	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	< 29.1		µg/l	29.1	4.88	5	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	< 29.1		µg/l	29.1	5.58	5	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	< 29.1		µg/l	29.1	6.43	5	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	< 29.1		µg/l	29.1	6.84	5	"	"	"	"	"	X
65-85-0	Benzoic acid	< 29.1		µg/l	29.1	9.13	5	"	"	"	"	"	X
100-51-6	Benzyl alcohol	< 29.1		µg/l	29.1	6.90	5	"	"	"	"	"	X
111-91-1	Bis(2-chloroethoxy)methane	< 29.1		µg/l	29.1	6.16	5	"	"	"	"	"	X
111-44-4	Bis(2-chloroethyl)ether	< 29.1		µg/l	29.1	6.51	5	"	"	"	"	"	X
108-60-1	Bis(2-chloroisopropyl)ether	< 29.1		µg/l	29.1	7.15	5	"	"	"	"	"	X
117-81-7	Bis(2-ethylhexyl)phthalate	< 29.1		µg/l	29.1	9.77	5	"	"	"	"	"	X
101-55-3	4-Bromophenyl phenyl ether	< 29.1		µg/l	29.1	7.62	5	"	"	"	"	"	X
85-68-7	Butyl benzyl phthalate	< 29.1		µg/l	29.1	4.36	5	"	"	"	"	"	X
86-74-8	Carbazole	< 29.1		µg/l	29.1	11.7	5	"	"	"	"	"	X
59-50-7	4-Chloro-3-methylphenol	< 29.1		µg/l	29.1	8.43	5	"	"	"	"	"	X
106-47-8	4-Chloroaniline	< 29.1		µg/l	29.1	6.86	5	"	"	"	"	"	X
91-58-7	2-Chloronaphthalene	< 29.1		µg/l	29.1	3.84	5	"	"	"	"	"	X
95-57-8	2-Chlorophenol	< 29.1		µg/l	29.1	4.88	5	"	"	"	"	"	X
7005-72-3	4-Chlorophenyl phenyl ether	< 29.1		µg/l	29.1	5.70	5	"	"	"	"	"	X
01-9	Chrysene	< 29.1		µg/l	29.1	3.84	5	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	< 29.1		µg/l	29.1	7.62	5	"	"	"	"	"	X

This laboratory report is not valid without an authorized signature on the cover page.

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT03-MW	60236456	Ground Water	30-Nov-11 16:00	01-Dec-11
SB40201-01				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds			GS1										
Prepared by method SW846 3510C													
132-64-9	Dibenzofuran	< 29.1		µg/l	29.1	3.84	5	SW846 8270D	07-Dec-11	13-Dec-11	ML	1125468	X
95-50-1	1,2-Dichlorobenzene	< 29.1		µg/l	29.1	4.94	5	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 29.1		µg/l	29.1	7.85	5	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 29.1		µg/l	29.1	4.19	5	"	"	"	"	"	X
91-94-1	3,3'-Dichlorobenzidine	< 29.1		µg/l	29.1	11.7	5	"	"	"	"	"	X
120-83-2	2,4-Dichlorophenol	< 29.1		µg/l	29.1	7.73	5	"	"	"	"	"	X
84-66-2	Diethyl phthalate	< 29.1		µg/l	29.1	7.15	5	"	"	"	"	"	X
131-11-3	Dimethyl phthalate	< 29.1		µg/l	29.1	4.94	5	"	"	"	"	"	X
105-67-9	2,4-Dimethylphenol	< 29.1		µg/l	29.1	6.10	5	"	"	"	"	"	X
84-74-2	Di-n-butyl phthalate	< 29.1		µg/l	29.1	7.79	5	"	"	"	"	"	X
534-52-1	4,6-Dinitro-2-methylphenol	< 29.1		µg/l	29.1	11.2	5	"	"	"	"	"	X
51-28-5	2,4-Dinitrophenol	< 29.1		µg/l	29.1	18.7	5	"	"	"	"	"	X
121-14-2	2,4-Dinitrotoluene	< 29.1		µg/l	29.1	7.44	5	"	"	"	"	"	X
606-20-2	2,6-Dinitrotoluene	< 29.1		µg/l	29.1	6.34	5	"	"	"	"	"	X
117-84-0	Di-n-octyl phthalate	< 29.1		µg/l	29.1	7.67	5	"	"	"	"	"	X
206-44-0	Fluoranthene	< 29.1		µg/l	29.1	12.4	5	"	"	"	"	"	X
86-73-7	Fluorene	< 29.1		µg/l	29.1	5.29	5	"	"	"	"	"	X
118-74-1	Hexachlorobenzene	< 29.1		µg/l	29.1	7.03	5	"	"	"	"	"	X
87-68-3	Hexachlorobutadiene	< 29.1		µg/l	29.1	7.67	5	"	"	"	"	"	X
77-47-4	Hexachlorocyclopentadiene	< 29.1		µg/l	29.1	7.85	5	"	"	"	"	"	X
67-72-1	Hexachloroethane	< 29.1		µg/l	29.1	6.51	5	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	< 29.1		µg/l	29.1	7.79	5	"	"	"	"	"	X
78-59-1	Isophorone	< 29.1		µg/l	29.1	6.22	5	"	"	"	"	"	X
91-57-6	2-Methylnaphthalene	40.2		µg/l	29.1	7.44	5	"	"	"	"	"	X
95-48-7	2-Methylphenol	< 29.1		µg/l	29.1	4.94	5	"	"	"	"	"	X
108-39-4, 106-44-5	3 & 4-Methylphenol	< 58.1		µg/l	58.1	6.34	5	"	"	"	"	"	X
91-20-3	Naphthalene	208		µg/l	29.1	4.36	5	"	"	"	"	"	X
88-74-4	2-Nitroaniline	< 29.1		µg/l	29.1	6.16	5	"	"	"	"	"	X
99-09-2	3-Nitroaniline	< 29.1		µg/l	29.1	9.24	5	"	"	"	"	"	X
100-01-6	4-Nitroaniline	< 116		µg/l	116	26.6	5	"	"	"	"	"	X
98-95-3	Nitrobenzene	< 29.1		µg/l	29.1	5.58	5	"	"	"	"	"	X
88-75-5	2-Nitrophenol	< 29.1		µg/l	29.1	7.62	5	"	"	"	"	"	X
100-02-7	4-Nitrophenol	< 116		µg/l	116	14.9	5	"	"	"	"	"	X
62-75-9	N-Nitrosodimethylamine	< 29.1		µg/l	29.1	12.2	5	"	"	"	"	"	X
621-64-7	N-Nitrosodi-n-propylamine	< 29.1		µg/l	29.1	6.45	5	"	"	"	"	"	X
86-30-6	N-Nitrosodiphenylamine	< 29.1		µg/l	29.1	6.63	5	"	"	"	"	"	X
87-86-5	Pentachlorophenol	< 116		µg/l	116	10.3	5	"	"	"	"	"	X
85-01-8	Phenanthrene	< 29.1		µg/l	29.1	3.49	5	"	"	"	"	"	X
108-95-2	Phenol	< 29.1		µg/l	29.1	6.10	5	"	"	"	"	"	X
129-00-0	Pyrene	< 29.1		µg/l	29.1	14.4	5	"	"	"	"	"	X
110-86-1	Pyridine	< 29.1		µg/l	29.1	10.6	5	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 29.1		µg/l	29.1	5.76	5	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	33.6		µg/l	29.1	6.40	5	"	"	"	"	"	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT03-MW SB40201-01	60236456	Ground Water	30-Nov-11 16:00	01-Dec-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds			GS1										
Prepared by method SW846 3510C													
95-95-4	2,4,5-Trichlorophenol	< 29.1		µg/l	29.1	8.55	5	SW846 8270D	07-Dec-11	13-Dec-11	ML	1125468	X
88-06-2	2,4,6-Trichlorophenol	< 29.1		µg/l	29.1	5.64	5	"	"	"	"	"	X
82-68-8	Pentachloronitrobenzene	< 29.1		µg/l	29.1	9.36	5	"	"	"	"	"	X
95-94-3	1,2,4,5-Tetrachlorobenzene	< 29.1		µg/l	29.1	4.01	5	"	"	"	"	"	X
Surrogate recoveries:													
321-60-8	*2-Fluorobiphenyl*	*83*			*30-130 %*			"	"	"	"	"	
367-12-4	*2-Fluorophenol*	*53*			*15-110 %*			"	"	"	"	"	
4165-60-0	*Nitrobenzene-d5*	*67*			*30-130 %*			"	"	"	"	"	
4165-62-2	*Phenol-d5*	*41*			*15-110 %*			"	"	"	"	"	
1718-51-0	*Terphenyl-dl4*	*102*			*30-130 %*			"	"	"	"	"	
118-79-6	*2,4,6-Tribromophenol*	*124*	S06		*15-110 %*			"	"	"	"	"	
Tentatively Identified Compounds													
Prepared by method SW846 3510C													
000136-85-6	1H-Benzotriazole, 5-methyl- (01)	14.5	TIC	µg/l			1	8270D TICS	"	"	ML	"	
000136-85-6	1H-Benzotriazole, 5-methyl- (02)	22.6	TIC	µg/l			1	"	"	"	"	"	
057061-30-7	3,3-Dimethylheptanoic acid	20.5	TIC	µg/l			1	"	"	"	"	"	
-11-7	Indane	19.5	TIC	µg/l			1	"	"	"	"	"	
Extractable Petroleum Hydrocarbons													
Fingerprinting by GC													
Prepared by method SW846 3510C													
	Total Petroleum Hydrocarbons	9.1		mg/l	0.2	0.02	1	SW846 8100Mod.	02-Dec-11	06-Dec-11	SEW	1125096	
Surrogate recoveries:													
3386-33-2	*1-Chlorooctadecane*	*109*			*40-140 %*			"	"	"	"	"	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT10-MW	60236456	Ground Water	01-Dec-11 10:00	01-Dec-11
SB40201-02				

CAS No.	*Analyte(s)*	*Result*	*Flag*	*Units*	**RDL*	*MDL*	*Dilution*	*Method Ref.*	*Prepared*	*Analyzed*	*Analyst*	*Batch*	*Cert.*
Volatile Organic Compounds													
Volatile Organic Compounds													
Prepared by method SW846 5030 Water MS													
76-13-1	1,1,2-Trichlorotrifluoroethane (Freon 113)	< 1.0		µg/l	1.0	0.6	1	SW846 8260C	12-Dec-11	13-Dec-11	JRO	1125889	X
67-64-1	Acetone	< 10.0		µg/l	10.0	2.6	1	"	"	"	"	"	X
107-13-1	Acrylonitrile	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
71-43-2	Benzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-86-1	Bromobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	
74-97-5	Bromochloromethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-27-4	Bromodichloromethane	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
75-25-2	Bromoform	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
74-83-9	Bromomethane	< 2.0		µg/l	2.0	1.1	1	"	"	"	"	"	X
78-93-3	2-Butanone (MEK)	< 10.0		µg/l	10.0	1.7	1	"	"	"	"	"	X
104-51-8	n-Butylbenzene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-15-0	Carbon disulfide	< 2.0		µg/l	2.0	0.6	1	"	"	"	"	"	X
56-23-5	Carbon tetrachloride	< 1.0		µg/l	1.0	0.5	1	"	"	"	"	"	X
108-90-7	Chlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-00-3	Chloroethane	< 2.0		µg/l	2.0	1.0	1	"	"	"	"	"	X
67-66-3	Chloroform	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
74-87-3	Chloromethane	< 2.0		µg/l	2.0	1.5	1	"	"	"	"	"	X
95-49-8	2-Chlorotoluene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
106-43-4	4-Chlorotoluene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
96-12-8	1,2-Dibromo-3-chloropropane	< 2.0		µg/l	2.0	0.9	1	"	"	"	"	"	X
124-48-1	Dibromochloromethane	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
106-93-4	1,2-Dibromoethane (EDB)	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
74-95-3	Dibromomethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
95-50-1	1,2-Dichlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
75-71-8	Dichlorodifluoromethane (Freon12)	< 2.0		µg/l	2.0	0.4	1	"	"	"	"	"	X
75-34-3	1,1-Dichloroethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
107-06-2	1,2-Dichloroethane	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
75-35-4	1,1-Dichloroethene	< 1.0		µg/l	1.0	0.5	1	"	"	"	"	"	X
156-59-2	cis-1,2-Dichloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
156-60-5	trans-1,2-Dichloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
78-87-5	1,2-Dichloropropane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
142-28-9	1,3-Dichloropropane	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
594-20-7	2,2-Dichloropropane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
563-58-6	1,1-Dichloropropene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
10061-01-5	cis-1,3-Dichloropropene	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
10061-02-6	trans-1,3-Dichloropropene	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
100-41-4	Ethylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
87-68-3	Hexachlorobutadiene	< 0.5		µg/l	0.5	0.4	1	"	"	"	"	"	X
591-78-6	2-Hexanone (MBK)	< 10.0		µg/l	10.0	0.5	1	"	"	"	"	"	X

This laboratory report is not valid without an authorized signature on the cover page.

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT10-MW CB40201-02	60236456	Ground Water	01-Dec-11 10:00	01-Dec-11

..S No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Volatile Organic Compounds Prepared by method SW846 5030 Water MS													
98-82-8	Isopropylbenzene	< 1.0		µg/l	1.0	0.6	1	SW846 8260C	12-Dec-11	13-Dec-11	JRO	1125889	X
99-87-6	4-Isopropyltoluene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-10-1	4-Methyl-2-pentanone (MIBK)	< 10.0		µg/l	10.0	0.9	1	"	"	"	"	"	X
75-09-2	Methylene chloride	< 2.0		µg/l	2.0	0.7	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 1.0		µg/l	1.0	0.3	1	"	"	"	"	"	X
103-65-1	n-Propylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
100-42-5	Styrene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
630-20-6	1,1,1,2-Tetrachloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-34-5	1,1,2,2-Tetrachloroethane	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
127-18-4	Tetrachloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-88-3	Toluene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
87-61-6	1,2,3-Trichlorobenzene	< 1.0		µg/l	1.0	0.4	1	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 1.0		µg/l	1.0	0.4	1	"	"	"	"	"	X
108-70-3	1,3,5-Trichlorobenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	
71-55-6	1,1,1-Trichloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-00-5	1,1,2-Trichloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-01-6	Trichloroethene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
-4	Trichlorofluoromethane (Freon 11)	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
96-18-4	1,2,3-Trichloropropane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-01-4	Vinyl chloride	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 2.0		µg/l	2.0	1.6	1	"	"	"	"	"	X
95-47-6	o-Xylene	< 1.0		µg/l	1.0	0.9	1	"	"	"	"	"	X
109-99-9	Tetrahydrofuran	< 2.0		µg/l	2.0	1.4	1	"	"	"	"	"	
60-29-7	Ethyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	
994-05-8	Tert-amyl methyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
637-92-3	Ethyl tert-butyl ether	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
108-20-3	Di-isopropyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-65-0	Tert-Butanol / butyl alcohol	< 10.0		µg/l	10.0	8.6	1	"	"	"	"	"	X
123-91-1	1,4-Dioxane	< 20.0		µg/l	20.0	14.0	1	"	"	"	"	"	X
110-57-6	trans-1,4-Dichloro-2-buten e	< 5.0		µg/l	5.0	0.8	1	"	"	"	"	"	X
64-17-5	Ethanol	< 400		µg/l	400	35.7	1	"	"	"	"	"	X
Surrogate recoveries:													
460-00-4	*4-Bromofluorobenzene*	*89*			*70-130 %*			"	"	"	"	"	
2037-26-5	*Toluene-d8*	*99*			*70-130 %*			"	"	"	"	"	
17060-07-0	*1,2-Dichloroethane-d4*	*110*			*70-130 %*			"	"	"	"	"	
1868-53-7	*Dibromofluoromethane*	*108*			*70-130 %*			"	"	"	"	"	
'atively Identified Compounds by GC/MS ..epared by method SW846 5030 Water MS													

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT10-MW SB40201-02	60236456	Ground Water	01-Dec-11 10:00	01-Dec-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Tentatively Identified Compounds by GC/MS													
Prepared by method SW846 5030 Water MS													
	Tentatively Identified Compounds	None found		µg/l			1	SW846 8260C TICs	12-Dec-11	13-Dec-11	JRO	1125889	
Organic Compounds by Modified SW846 8015													
Glycol Analysis													
Prepared by method SW846 8015 Mod.													
111-46-6	Diethylene glycol	< 20.0		mg/l	20.0	3.93	1	SW846 8015 Mod	03-Dec-11	08-Dec-11	SEW	1125087	
107-21-1	Ethylene glycol	< 10.0		mg/l	10.0	6.13	1	"	"	"	"	"	
111-76-2	Ethylene glycol monobutyl ether	< 10.0		mg/l	10.0	2.10	1	"	"	"	"	"	
57-55-6	Propylene glycol	< 10.0		mg/l	10.0	6.42	1	"	"	"	"	"	
Surrogate recoveries:													
71-41-0	*1-Pentanol*	*81*			*40-140 %*			"	"	"	"	"	
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds													
Prepared by method SW846 3510C													
83-32-9	Acenaphthene	< 5.56		µg/l	5.56	0.900	1	SW846 8270D	07-Dec-11	08-Dec-11	ML	1125468	X
208-96-8	Acenaphthylene	< 5.56		µg/l	5.56	1.12	1	"	"	"	"	"	X
62-53-3	Aniline	< 5.56		µg/l	5.56	2.37	1	"	"	"	"	"	X
120-12-7	Anthracene	< 5.56		µg/l	5.56	0.822	1	"	"	"	"	"	X
103-33-3	Azobenzene/Diphenyldiazine	< 5.56		µg/l	5.56	1.19	1	"	"	"	"	"	
92-87-5	Benzidine	< 5.56		µg/l	5.56	3.30	1	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	< 5.56		µg/l	5.56	0.622	1	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	< 5.56		µg/l	5.56	0.933	1	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	< 5.56		µg/l	5.56	1.07	1	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	< 5.56		µg/l	5.56	1.61	1	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	< 5.56		µg/l	5.56	1.69	1	"	"	"	"	"	X
65-85-0	Benzoic acid	< 5.56		µg/l	5.56	1.74	1	"	"	"	"	"	X
100-51-6	Benzyl alcohol	< 5.56		µg/l	5.56	1.70	1	"	"	"	"	"	X
111-91-1	Bis(2-chloroethoxy)methane	< 5.56		µg/l	5.56	1.18	1	"	"	"	"	"	X
111-44-4	Bis(2-chloroethyl)ether	< 5.56		µg/l	5.56	1.24	1	"	"	"	"	"	X
108-60-1	Bis(2-chloroisopropyl)ether	< 5.56		µg/l	5.56	1.37	1	"	"	"	"	"	X
117-81-7	Bis(2-ethylhexyl)phthalate	< 5.56		µg/l	5.56	1.87	1	"	"	"	"	"	X
101-55-3	4-Bromophenyl phenyl ether	< 5.56		µg/l	5.56	1.46	1	"	"	"	"	"	X
85-68-7	Butyl benzyl phthalate	< 5.56		µg/l	5.56	0.833	1	"	"	"	"	"	X
86-74-8	Carbazole	< 5.56		µg/l	5.56	2.24	1	"	"	"	"	"	X
59-50-7	4-Chloro-3-methylphenol	< 5.56		µg/l	5.56	1.61	1	"	"	"	"	"	X
106-47-8	4-Chloroaniline	< 5.56		µg/l	5.56	1.31	1	"	"	"	"	"	X
91-58-7	2-Chloronaphthalene	< 5.56		µg/l	5.56	0.733	1	"	"	"	"	"	X
95-57-8	2-Chlorophenol	< 5.56		µg/l	5.56	0.933	1	"	"	"	"	"	X
7005-72-3	4-Chlorophenyl phenyl ether	< 5.56		µg/l	5.56	1.09	1	"	"	"	"	"	X
218-01-9	Chrysene	< 5.56		µg/l	5.56	0.733	1	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	< 5.56		µg/l	5.56	1.46	1	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT10-MW SB40201-02	60236456	Ground Water	01-Dec-11 10:00	01-Dec-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds Prepared by method SW846 3510C													
132-64-9	Dibenzofuran	< 5.56		µg/l	5.56	0.733	1	SW846 8270D	07-Dec-11	08-Dec-11	ML	1125468	X
95-50-1	1,2-Dichlorobenzene	< 5.56		µg/l	5.56	0.944	1	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 5.56		µg/l	5.56	1.50	1	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 5.56		µg/l	5.56	0.800	1	"	"	"	"	"	X
91-94-1	3,3'-Dichlorobenzidine	< 5.56		µg/l	5.56	2.24	1	"	"	"	"	"	X
120-83-2	2,4-Dichlorophenol	< 5.56		µg/l	5.56	1.48	1	"	"	"	"	"	X
84-66-2	Diethyl phthalate	< 5.56		µg/l	5.56	1.37	1	"	"	"	"	"	X
131-11-3	Dimethyl phthalate	< 5.56		µg/l	5.56	0.944	1	"	"	"	"	"	X
105-67-9	2,4-Dimethylphenol	< 5.56		µg/l	5.56	1.17	1	"	"	"	"	"	X
84-74-2	Di-n-butyl phthalate	< 5.56		µg/l	5.56	1.49	1	"	"	"	"	"	X
534-52-1	4,6-Dinitro-2-methylphenol	< 5.56		µg/l	5.56	2.13	1	"	"	"	"	"	X
51-28-5	2,4-Dinitrophenol	< 5.56		µg/l	5.56	3.57	1	"	"	"	"	"	X
121-14-2	2,4-Dinitrotoluene	< 5.56		µg/l	5.56	1.42	1	"	"	"	"	"	X
606-20-2	2,6-Dinitrotoluene	< 5.56		µg/l	5.56	1.21	1	"	"	"	"	"	X
117-84-0	Di-n-octyl phthalate	< 5.56		µg/l	5.56	1.47	1	"	"	"	"	"	X
206-44-0	Fluoranthene	< 5.56		µg/l	5.56	2.38	1	"	"	"	"	"	X
86-73-7	Fluorene	< 5.56		µg/l	5.56	1.01	1	"	"	"	"	"	X
118-74-1	Hexachlorobenzene	< 5.56		µg/l	5.56	1.34	1	"	"	"	"	"	X
8-3	Hexachlorobutadiene	< 5.56		µg/l	5.56	1.47	1	"	"	"	"	"	X
7-4	Hexachlorocyclopentadiene	< 5.56		µg/l	5.56	1.50	1	"	"	"	"	"	X
67-72-1	Hexachloroethane	< 5.56		µg/l	5.56	1.24	1	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	< 5.56		µg/l	5.56	1.49	1	"	"	"	"	"	X
78-59-1	Isophorone	< 5.56		µg/l	5.56	1.19	1	"	"	"	"	"	X
91-57-6	2-Methylnaphthalene	< 5.56		µg/l	5.56	1.42	1	"	"	"	"	"	X
95-48-7	2-Methylphenol	< 5.56		µg/l	5.56	0.944	1	"	"	"	"	"	X
108-39-4, 106-44-5	3 & 4-Methylphenol	< 11.1		µg/l	11.1	1.21	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 5.56		µg/l	5.56	0.833	1	"	"	"	"	"	X
88-74-4	2-Nitroaniline	< 5.56		µg/l	5.56	1.18	1	"	"	"	"	"	X
99-09-2	3-Nitroaniline	< 5.56		µg/l	5.56	1.77	1	"	"	"	"	"	X
100-01-6	4-Nitroaniline	< 22.2		µg/l	22.2	5.08	1	"	"	"	"	"	X
98-95-3	Nitrobenzene	< 5.56		µg/l	5.56	1.07	1	"	"	"	"	"	X
88-75-5	2-Nitrophenol	< 5.56		µg/l	5.56	1.46	1	"	"	"	"	"	X
100-02-7	4-Nitrophenol	< 22.2		µg/l	22.2	2.86	1	"	"	"	"	"	X
62-75-9	N-Nitrosodimethylamine	< 5.56		µg/l	5.56	2.32	1	"	"	"	"	"	X
621-64-7	N-Nitrosodi-n-propylamine	< 5.56		µg/l	5.56	1.23	1	"	"	"	"	"	X
86-30-6	N-Nitrosodiphenylamine	< 5.56		µg/l	5.56	1.27	1	"	"	"	"	"	X
87-86-5	Pentachlorophenol	< 22.2		µg/l	22.2	1.98	1	"	"	"	"	"	X
85-01-8	Phenanthrene	< 5.56		µg/l	5.56	0.667	1	"	"	"	"	"	X
108-95-2	Phenol	< 5.56		µg/l	5.56	1.17	1	"	"	"	"	"	X
129-00-0	Pyrene	< 5.56		µg/l	5.56	2.74	1	"	"	"	"	"	X
110-86-1	Pyridine	< 5.56		µg/l	5.56	2.03	1	"	"	"	"	"	X
32-1	1,2,4-Trichlorobenzene	< 5.56		µg/l	5.56	1.10	1	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	< 5.56		µg/l	5.56	1.22	1	"	"	"	"	"	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
JB-PT10-MW SB40201-02	60236456	Ground Water	01-Dec-11 10:00	01-Dec-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds Prepared by method SW846 3510C													
95-95-4	2,4,5-Trichlorophenol	< 5.56		µg/l	5.56	1.63	1	SW846 8270D	07-Dec-11	08-Dec-11	ML	1125468	X
88-06-2	2,4,6-Trichlorophenol	< 5.56		µg/l	5.56	1.08	1	"	"	"	"	"	X
82-68-8	Pentachloronitrobenzene	< 5.56		µg/l	5.56	1.79	1	"	"	"	"	"	X
95-94-3	1,2,4,5-Tetrachlorobenzene	< 5.56		µg/l	5.56	0.767	1	"	"	"	"	"	X
Surrogate recoveries:													
321-60-8	*2-Fluorobiphenyl*	*59*			*30-130 %*			"	"	"	"	"	
367-12-4	*2-Fluorophenol*	*46*			*15-110 %*			"	"	"	"	"	
4165-60-0	*Nitrobenzene-d5*	*57*			*30-130 %*			"	"	"	"	"	
4165-62-2	*Phenol-d5*	*37*			*15-110 %*			"	"	"	"	"	
1718-51-0	*Terphenyl-dl4*	*84*			*30-130 %*			"	"	"	"	"	
118-79-6	*2,4,6-Tribromophenol*	*101*			*15-110 %*			"	"	"	"	"	
Tentatively Identified Compounds Prepared by method SW846 3510C													
	Tentatively Identified Compounds	None found		µg/l			1	8270D TICS	"	"	ML	"	
Extractable Petroleum Hydrocarbons													
Fingerprinting by GC Prepared by method SW846 3510C													
	Total Petroleum Hydrocarbons	< 0.2		mg/l	0.2	0.02	1	SW846 8100Mod.	02-Dec-11	06-Dec-11	SEW	1125096	
Surrogate recoveries:													
3386-33-2	*1-Chlorooctadecane*	*109*			*40-140 %*			"	"	"	"	"	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-18(ENSR)	60236456	Ground Water	01-Dec-11 11:45	01-Dec-11
SB40201-03				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Volatile Organic Compounds													
Prepared by method SW846 5030 Water MS													
76-13-1	1,1,2-Trichlorotrifluoroethane (Freon 113)	< 1.0		µg/l	1.0	0.6	1	SW846 8260C	14-Dec-11	14-Dec-11	NAA	1126131	X
67-64-1	Acetone	< 10.0		µg/l	10.0	2.6	1	"	"	"	"	"	X
107-13-1	Acrylonitrile	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
71-43-2	Benzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-86-1	Bromobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	
74-97-5	Bromochloromethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-27-4	Bromodichloromethane	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
75-25-2	Bromoform	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
74-83-9	Bromomethane	< 2.0		µg/l	2.0	1.1	1	"	"	"	"	"	X
78-93-3	2-Butanone (MEK)	< 10.0		µg/l	10.0	1.7	1	"	"	"	"	"	X
104-51-8	n-Butylbenzene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-15-0	Carbon disulfide	< 2.0		µg/l	2.0	0.6	1	"	"	"	"	"	X
56-23-5	Carbon tetrachloride	< 1.0		µg/l	1.0	0.5	1	"	"	"	"	"	X
108-90-7	Chlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-00-3	Chloroethane	< 2.0		µg/l	2.0	1.0	1	"	"	"	"	"	X
67-66-3	Chloroform	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
-3	Chloromethane	< 2.0		µg/l	2.0	1.5	1	"	"	"	"	"	X
95-49-8	2-Chlorotoluene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
106-43-4	4-Chlorotoluene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
96-12-8	1,2-Dibromo-3-chloropropane	< 2.0		µg/l	2.0	0.9	1	"	"	"	"	"	X
124-48-1	Dibromochloromethane	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
106-93-4	1,2-Dibromoethane (EDB)	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
74-95-3	Dibromomethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
95-50-1	1,2-Dichlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
75-71-8	Dichlorodifluoromethane (Freon12)	< 2.0		µg/l	2.0	0.4	1	"	"	"	"	"	X
75-34-3	1,1-Dichloroethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
107-06-2	1,2-Dichloroethane	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
75-35-4	1,1-Dichloroethene	< 1.0		µg/l	1.0	0.5	1	"	"	"	"	"	X
156-59-2	cis-1,2-Dichloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
156-60-5	trans-1,2-Dichloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
78-87-5	1,2-Dichloropropane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
142-28-9	1,3-Dichloropropane	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
594-20-7	2,2-Dichloropropane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
563-58-6	1,1-Dichloropropene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
10061-01-5	cis-1,3-Dichloropropene	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
10061-02-6	trans-1,3-Dichloropropene	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
11-4	Ethylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
87-68-3	Hexachlorobutadiene	< 0.5		µg/l	0.5	0.4	1	"	"	"	"	"	X
591-78-6	2-Hexanone (MBK)	< 10.0		µg/l	10.0	0.5	1	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-18(ENSR) SB40201-03	60236456	Ground Water	01-Dec-11 11:45	01-Dec-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Volatile Organic Compounds Prepared by method SW846 5030 Water MS													
98-82-8	Isopropylbenzene	< 1.0		µg/l	1.0	0.6	1	SW846 8260C	14-Dec-11	14-Dec-11	NAA	1126131	X
99-87-6	4-Isopropyltoluene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-10-1	4-Methyl-2-pentanone (MIBK)	< 10.0		µg/l	10.0	0.9	1	"	"	"	"	"	X
75-09-2	Methylene chloride	< 2.0		µg/l	2.0	0.7	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 1.0		µg/l	1.0	0.3	1	"	"	"	"	"	X
103-65-1	n-Propylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
100-42-5	Styrene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
630-20-6	1,1,1,2-Tetrachloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-34-5	1,1,2,2-Tetrachloroethane	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
127-18-4	Tetrachloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-88-3	Toluene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
87-61-6	1,2,3-Trichlorobenzene	< 1.0		µg/l	1.0	0.4	1	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 1.0		µg/l	1.0	0.4	1	"	"	"	"	"	X
108-70-3	1,3,5-Trichlorobenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	
71-55-6	1,1,1-Trichloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-00-5	1,1,2-Trichloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-01-6	Trichloroethene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
75-69-4	Trichlorofluoromethane (Freon 11)	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
96-18-4	1,2,3-Trichloropropane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-01-4	Vinyl chloride	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 2.0		µg/l	2.0	1.6	1	"	"	"	"	"	X
95-47-6	o-Xylene	< 1.0		µg/l	1.0	0.9	1	"	"	"	"	"	X
109-99-9	Tetrahydrofuran	< 2.0		µg/l	2.0	1.4	1	"	"	"	"	"	
60-29-7	Ethyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	
994-05-8	Tert-amyl methyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
637-92-3	Ethyl tert-butyl ether	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
108-20-3	Di-isopropyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-65-0	Tert-Butanol / butyl alcohol	< 10.0		µg/l	10.0	8.6	1	"	"	"	"	"	X
123-91-1	1,4-Dioxane	< 20.0		µg/l	20.0	14.0	1	"	"	"	"	"	X
110-57-6	trans-1,4-Dichloro-2-buten e	< 5.0		µg/l	5.0	0.8	1	"	"	"	"	"	X
64-17-5	Ethanol	< 400		µg/l	400	35.7	1	"	"	"	"	"	X
Surrogate recoveries:													
460-00-4	*4-Bromofluorobenzene*	*96*			*70-130 %*			"	"	"	"	"	
2037-26-5	*Toluene-d8*	*102*			*70-130 %*			"	"	"	"	"	
17060-07-0	*1,2-Dichloroethane-d4*	*108*			*70-130 %*			"	"	"	"	"	
1868-53-7	*Dibromofluoromethane*	*107*			*70-130 %*			"	"	"	"	"	
Tentatively Identified Compounds by GC/MS Prepared by method SW846 5030 Water MS													

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-18(ENSR)	60236456	Ground Water	01-Dec-11 11:45	01-Dec-11
SB40201-03				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Tentatively Identified Compounds by GC/MS													
Prepared by method SW846 5030 Water MS													
	Tentatively Identified Compounds	None found		µg/l			1	SW846 8260C TICs	14-Dec-11	14-Dec-11	NAA	1126131	
Organic Compounds by Modified SW846 8015													
Glycol Analysis													
Prepared by method SW846 8015 Mod.													
111-46-6	Diethylene glycol	< 20.0		mg/l	20.0	3.93	1	SW846 8015 Mod	03-Dec-11	12-Dec-11	SEW	1125087	
107-21-1	Ethylene glycol	< 10.0		mg/l	10.0	6.13	1	"	"	"	"	"	
111-76-2	Ethylene glycol monobutyl ether	< 10.0		mg/l	10.0	2.10	1	"	"	"	"	"	
57-55-6	Propylene glycol	< 10.0		mg/l	10.0	6.42	1	"	"	"	"	"	
Surrogate recoveries:													
71-41-0	*1-Pentanol*	*95*			*40-140 %*			"	"	"	"	"	
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds													
Prepared by method SW846 3510C													
83-32-9	Acenaphthene	< 5.32		µg/l	5.32	0.862	1	SW846 8270D	07-Dec-11	08-Dec-11	ML	1125468	X
208-96-8	Acenaphthylene	< 5.32		µg/l	5.32	1.07	1	"	"	"	"	"	X
62-53-3	Aniline	< 5.32		µg/l	5.32	2.27	1	"	"	"	"	"	X
120-12-7	Anthracene	< 5.32		µg/l	5.32	0.787	1	"	"	"	"	"	X
-33-3	Azobenzene/Diphenyldiazine	< 5.32		µg/l	5.32	1.14	1	"	"	"	"	"	
92-87-5	Benzidine	< 5.32		µg/l	5.32	3.16	1	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	< 5.32		µg/l	5.32	0.596	1	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	< 5.32		µg/l	5.32	0.894	1	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	< 5.32		µg/l	5.32	1.02	1	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	< 5.32		µg/l	5.32	1.54	1	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	< 5.32		µg/l	5.32	1.62	1	"	"	"	"	"	X
65-85-0	Benzoic acid	< 5.32		µg/l	5.32	1.67	1	"	"	"	"	"	X
100-51-6	Benzyl alcohol	< 5.32		µg/l	5.32	1.63	1	"	"	"	"	"	X
111-91-1	Bis(2-chloroethoxy)methane	< 5.32		µg/l	5.32	1.13	1	"	"	"	"	"	X
111-44-4	Bis(2-chloroethyl)ether	< 5.32		µg/l	5.32	1.19	1	"	"	"	"	"	X
108-60-1	Bis(2-chloroisopropyl)ether	< 5.32		µg/l	5.32	1.31	1	"	"	"	"	"	X
117-81-7	Bis(2-ethylhexyl)phthalate	< 5.32		µg/l	5.32	1.79	1	"	"	"	"	"	X
101-55-3	4-Bromophenyl phenyl ether	< 5.32		µg/l	5.32	1.39	1	"	"	"	"	"	X
85-68-7	Butyl benzyl phthalate	< 5.32		µg/l	5.32	0.798	1	"	"	"	"	"	X
86-74-8	Carbazole	< 5.32		µg/l	5.32	2.15	1	"	"	"	"	"	X
59-50-7	4-Chloro-3-methylphenol	< 5.32		µg/l	5.32	1.54	1	"	"	"	"	"	X
106-47-8	4-Chloroaniline	< 5.32		µg/l	5.32	1.26	1	"	"	"	"	"	X
91-58-7	2-Chloronaphthalene	< 5.32		µg/l	5.32	0.702	1	"	"	"	"	"	X
95-57-8	2-Chlorophenol	< 5.32		µg/l	5.32	0.894	1	"	"	"	"	"	X
7005-72-3	4-Chlorophenyl phenyl ether	< 5.32		µg/l	5.32	1.04	1	"	"	"	"	"	X
-01-9	Chrysene	< 5.32		µg/l	5.32	0.702	1	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	< 5.32		µg/l	5.32	1.39	1	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-18(ENSR)	60236456	Ground Water	01-Dec-11 11:45	01-Dec-11
SB40201-03				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds													
Prepared by method SW846 3510C													
132-64-9	Dibenzofuran	< 5.32		µg/l	5.32	0.702	1	SW846 8270D	07-Dec-11	08-Dec-11	ML	1125468	X
95-50-1	1,2-Dichlorobenzene	< 5.32		µg/l	5.32	0.904	1	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 5.32		µg/l	5.32	1.44	1	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 5.32		µg/l	5.32	0.766	1	"	"	"	"	"	X
91-94-1	3,3'-Dichlorobenzidine	< 5.32		µg/l	5.32	2.15	1	"	"	"	"	"	X
120-83-2	2,4-Dichlorophenol	< 5.32		µg/l	5.32	1.41	1	"	"	"	"	"	X
84-66-2	Diethyl phthalate	< 5.32		µg/l	5.32	1.31	1	"	"	"	"	"	X
131-11-3	Dimethyl phthalate	< 5.32		µg/l	5.32	0.904	1	"	"	"	"	"	X
105-67-9	2,4-Dimethylphenol	< 5.32		µg/l	5.32	1.12	1	"	"	"	"	"	X
84-74-2	Di-n-butyl phthalate	< 5.32		µg/l	5.32	1.43	1	"	"	"	"	"	X
534-52-1	4,6-Dinitro-2-methylphenol	< 5.32		µg/l	5.32	2.04	1	"	"	"	"	"	X
51-28-5	2,4-Dinitrophenol	< 5.32		µg/l	5.32	3.41	1	"	"	"	"	"	X
121-14-2	2,4-Dinitrotoluene	< 5.32		µg/l	5.32	1.36	1	"	"	"	"	"	X
606-20-2	2,6-Dinitrotoluene	< 5.32		µg/l	5.32	1.16	1	"	"	"	"	"	X
117-84-0	Di-n-octyl phthalate	< 5.32		µg/l	5.32	1.40	1	"	"	"	"	"	X
206-44-0	Fluoranthene	< 5.32		µg/l	5.32	2.28	1	"	"	"	"	"	X
86-73-7	Fluorene	< 5.32		µg/l	5.32	0.968	1	"	"	"	"	"	X
118-74-1	Hexachlorobenzene	< 5.32		µg/l	5.32	1.29	1	"	"	"	"	"	X
87-68-3	Hexachlorobutadiene	< 5.32		µg/l	5.32	1.40	1	"	"	"	"	"	X
77-47-4	Hexachlorocyclopentadiene	< 5.32		µg/l	5.32	1.44	1	"	"	"	"	"	X
67-72-1	Hexachloroethane	< 5.32		µg/l	5.32	1.19	1	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	< 5.32		µg/l	5.32	1.43	1	"	"	"	"	"	X
78-59-1	Isophorone	< 5.32		µg/l	5.32	1.14	1	"	"	"	"	"	X
91-57-6	2-Methylnaphthalene	< 5.32		µg/l	5.32	1.36	1	"	"	"	"	"	X
95-48-7	2-Methylphenol	< 5.32		µg/l	5.32	0.904	1	"	"	"	"	"	X
108-39-4, 106-44-5	3 & 4-Methylphenol	< 10.6		µg/l	10.6	1.16	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 5.32		µg/l	5.32	0.798	1	"	"	"	"	"	X
88-74-4	2-Nitroaniline	< 5.32		µg/l	5.32	1.13	1	"	"	"	"	"	X
99-09-2	3-Nitroaniline	< 5.32		µg/l	5.32	1.69	1	"	"	"	"	"	X
100-01-6	4-Nitroaniline	< 21.3		µg/l	21.3	4.86	1	"	"	"	"	"	X
98-95-3	Nitrobenzene	< 5.32		µg/l	5.32	1.02	1	"	"	"	"	"	X
88-75-5	2-Nitrophenol	< 5.32		µg/l	5.32	1.39	1	"	"	"	"	"	X
100-02-7	4-Nitrophenol	< 21.3		µg/l	21.3	2.73	1	"	"	"	"	"	X
62-75-9	N-Nitrosodimethylamine	< 5.32		µg/l	5.32	2.22	1	"	"	"	"	"	X
621-64-7	N-Nitrosodi-n-propylamine	< 5.32		µg/l	5.32	1.18	1	"	"	"	"	"	X
86-30-6	N-Nitrosodiphenylamine	< 5.32		µg/l	5.32	1.21	1	"	"	"	"	"	X
87-86-5	Pentachlorophenol	< 21.3		µg/l	21.3	1.69	1	"	"	"	"	"	X
85-01-8	Phenanthrene	< 5.32		µg/l	5.32	0.638	1	"	"	"	"	"	X
108-95-2	Phenol	< 5.32		µg/l	5.32	1.12	1	"	"	"	"	"	X
129-00-0	Pyrene	< 5.32		µg/l	5.32	2.63	1	"	"	"	"	"	X
110-86-1	Pyridine	< 5.32		µg/l	5.32	1.95	1	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 5.32		µg/l	5.32	1.05	1	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	< 5.32		µg/l	5.32	1.17	1	"	"	"	"	"	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-18(ENSR)	60236456	Ground Water	01-Dec-11 11:45	01-Dec-11
SB40201-03				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds													
Prepared by method SW846 3510C													
95-95-4	2,4,5-Trichlorophenol	< 5.32		µg/l	5.32	1.56	1	SW846 8270D	07-Dec-11	08-Dec-11	ML	1125468	X
88-06-2	2,4,6-Trichlorophenol	< 5.32		µg/l	5.32	1.03	1	"	"	"	"	"	X
82-68-8	Pentachloronitrobenzene	< 5.32		µg/l	5.32	1.71	1	"	"	"	"	"	X
95-94-3	1,2,4,5-Tetrachlorobenzene	< 5.32		µg/l	5.32	0.734	1	"	"	"	"	"	X
Surrogate recoveries:													
321-60-8	*2-Fluorobiphenyl*	*56*			*30-130 %*			"	"	"	"	"	
367-12-4	*2-Fluorophenol*	*43*			*15-110 %*			"	"	"	"	"	
4165-60-0	*Nitrobenzene-d5*	*52*			*30-130 %*			"	"	"	"	"	
4165-62-2	*Phenol-d5*	*33*			*15-110 %*			"	"	"	"	"	
1718-51-0	*Terphenyl-dl4*	*78*			*30-130 %*			"	"	"	"	"	
118-79-6	*2,4,6-Tribromophenol*	*90*			*15-110 %*			"	"	"	"	"	
Tentatively Identified Compounds													
Prepared by method SW846 3510C													
	Tentatively Identified Compounds	None found		µg/l			1	8270D TICS	"	"	ML	"	
Extractable Petroleum Hydrocarbons													
Fingerprinting by GC													
Prepared by method SW846 3510C													
	Total Petroleum Hydrocarbons	< 0.2		mg/l	0.2	0.02	1	SW846 8100Mod.	02-Dec-11	06-Dec-11	SEW	1125096	
Surrogate recoveries:													
3386-33-2	*1-Chlorooctadecane*	*105*			*40-140 %*			"	"	"	"	"	
Total Metals by EPA 200/6000 Series Methods													
	Preservation	Lab Preserved		N/A			1	EPA 200/6000 methods	02-Dec-11	02-Dec-11	AMT	1125095	
Total Metals by EPA 6000/7000 Series Methods													
7440-22-4	Silver	< 0.0050		mg/l	0.0050	0.0020	1	SW846 6010C	08-Dec-11	09-Dec-11	LR	1125626	X
7440-38-2	Arsenic	< 0.0040		mg/l	0.0040	0.0032	1	"	"	"	"	"	X
7440-39-3	Barium	0.0188		mg/l	0.0050	0.0034	1	"	"	"	"	"	X
7440-43-9	Cadmium	< 0.0025		mg/l	0.0025	0.0001	1	"	"	"	"	"	X
7440-47-3	Chromium	< 0.0050		mg/l	0.0050	0.0034	1	"	"	"	"	"	X
7439-92-1	Lead	< 0.0075		mg/l	0.0075	0.0045	1	"	"	"	"	"	X
7782-49-2	Selenium	< 0.0150		mg/l	0.0150	0.0024	1	"	"	"	"	"	X
Total Metals by EPA 200 Series Methods													
7439-97-6	Mercury	< 0.00020		mg/l	0.00020	0.00007	1	EPA 245.1/7470A	08-Dec-11	09-Dec-11	EDT	1125627	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-10(PANYNJ) SB40201-04	60236456	Ground Water	01-Dec-11 09:35	01-Dec-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Volatile Organic Compounds Prepared by method SW846 5030 Water MS													
76-13-1	1,1,2-Trichlorotrifluoroethane (Freon 113)	< 1.0		µg/l	1.0	0.6	1	SW846 8260C	12-Dec-11	13-Dec-11	JRO	1125889	X
67-64-1	Acetone	< 10.0		µg/l	10.0	2.6	1	"	"	"	"	"	X
107-13-1	Acrylonitrile	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
71-43-2	Benzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-86-1	Bromobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	
74-97-5	Bromochloromethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-27-4	Bromodichloromethane	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
75-25-2	Bromoform	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
74-83-9	Bromomethane	< 2.0		µg/l	2.0	1.1	1	"	"	"	"	"	X
78-93-3	2-Butanone (MEK)	< 10.0		µg/l	10.0	1.7	1	"	"	"	"	"	X
104-51-8	n-Butylbenzene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-15-0	Carbon disulfide	< 2.0		µg/l	2.0	0.6	1	"	"	"	"	"	X
56-23-5	Carbon tetrachloride	< 1.0		µg/l	1.0	0.5	1	"	"	"	"	"	X
108-90-7	Chlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-00-3	Chloroethane	< 2.0		µg/l	2.0	1.0	1	"	"	"	"	"	X
67-66-3	Chloroform	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
74-87-3	Chloromethane	< 2.0		µg/l	2.0	1.5	1	"	"	"	"	"	X
95-49-8	2-Chlorotoluene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
106-43-4	4-Chlorotoluene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
96-12-8	1,2-Dibromo-3-chloropropane	< 2.0		µg/l	2.0	0.9	1	"	"	"	"	"	X
124-48-1	Dibromochloromethane	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
106-93-4	1,2-Dibromoethane (EDB)	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
74-95-3	Dibromomethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
95-50-1	1,2-Dichlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
75-71-8	Dichlorodifluoromethane (Freon12)	< 2.0		µg/l	2.0	0.4	1	"	"	"	"	"	X
75-34-3	1,1-Dichloroethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
107-06-2	1,2-Dichloroethane	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
75-35-4	1,1-Dichloroethene	< 1.0		µg/l	1.0	0.5	1	"	"	"	"	"	X
156-59-2	cis-1,2-Dichloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
156-60-5	trans-1,2-Dichloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
78-87-5	1,2-Dichloropropane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
142-28-9	1,3-Dichloropropane	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
594-20-7	2,2-Dichloropropane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
563-58-6	1,1-Dichloropropene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
10061-01-5	cis-1,3-Dichloropropene	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
10061-02-6	trans-1,3-Dichloropropene	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
100-41-4	Ethylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
87-68-3	Hexachlorobutadiene	< 0.5		µg/l	0.5	0.4	1	"	"	"	"	"	X
591-78-6	2-Hexanone (MBK)	< 10.0		µg/l	10.0	0.5	1	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-10(PANYNJ) SB40201-04	60236456	Ground Water	01-Dec-11 09:35	01-Dec-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Volatile Organic Compounds Prepared by method SW846 5030 Water MS													
98-82-8	Isopropylbenzene	2.4		µg/l	1.0	0.6	1	SW846 8260C	12-Dec-11	13-Dec-11	JRO	1125889	X
99-87-6	4-Isopropyltoluene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	3.7		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-10-1	4-Methyl-2-pentanone (MIBK)	< 10.0		µg/l	10.0	0.9	1	"	"	"	"	"	X
75-09-2	Methylene chloride	< 2.0		µg/l	2.0	0.7	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 1.0		µg/l	1.0	0.3	1	"	"	"	"	"	X
103-65-1	n-Propylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
100-42-5	Styrene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
630-20-6	1,1,1,2-Tetrachloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-34-5	1,1,2,2-Tetrachloroethane	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
127-18-4	Tetrachloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-88-3	Toluene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
87-61-6	1,2,3-Trichlorobenzene	< 1.0		µg/l	1.0	0.4	1	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 1.0		µg/l	1.0	0.4	1	"	"	"	"	"	X
108-70-3	1,3,5-Trichlorobenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	
71-55-6	1,1,1-Trichloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-00-5	1,1,2-Trichloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-01-6	Trichloroethene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
3-4	Trichlorofluoromethane (Freon 11)	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
96-18-4	1,2,3-Trichloropropane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-01-4	Vinyl chloride	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 2.0		µg/l	2.0	1.6	1	"	"	"	"	"	X
95-47-6	o-Xylene	< 1.0		µg/l	1.0	0.9	1	"	"	"	"	"	X
109-99-9	Tetrahydrofuran	< 2.0		µg/l	2.0	1.4	1	"	"	"	"	"	
60-29-7	Ethyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	
994-05-8	Tert-amyl methyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
637-92-3	Ethyl tert-butyl ether	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
108-20-3	Di-isopropyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-65-0	Tert-Butanol / butyl alcohol	< 10.0		µg/l	10.0	8.6	1	"	"	"	"	"	X
123-91-1	1,4-Dioxane	< 20.0		µg/l	20.0	14.0	1	"	"	"	"	"	X
110-57-6	trans-1,4-Dichloro-2-buten e	< 5.0		µg/l	5.0	0.8	1	"	"	"	"	"	X
64-17-5	Ethanol	< 400		µg/l	400	35.7	1	"	"	"	"	"	X
Surrogate recoveries:													
460-00-4	*4-Bromofluorobenzene*	*95*			*70-130 %*			"	"	"	"	"	
2037-26-5	*Toluene-d8*	*99*			*70-130 %*			"	"	"	"	"	
17060-07-0	*1,2-Dichloroethane-d4*	*102*			*70-130 %*			"	"	"	"	"	
1868-53-7	*Dibromofluoromethane*	*108*			*70-130 %*			"	"	"	"	"	
tatively Identified Compounds by GC/MS repared by method SW846 5030 Water MS													

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-10(PANYNJ) SB40201-04	60236456	Ground Water	01-Dec-11 09:35	01-Dec-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Tentatively Identified Compounds by GC/MS Prepared by method SW846 5030 Water MS													
	Tentatively Identified Compounds	None found		µg/l			1	SW846 8260C TICs	12-Dec-11	13-Dec-11	JRO	1125889	
Organic Compounds by Modified SW846 8015													
Glycol Analysis Prepared by method SW846 8015 Mod.													
111-46-6	Diethylene glycol	< 20.0		mg/l	20.0	3.93	1	SW846 8015 Mod	03-Dec-11	08-Dec-11	SEW	1125087	
107-21-1	Ethylene glycol	< 10.0		mg/l	10.0	6.13	1	"	"	"	"	"	
111-76-2	Ethylene glycol monobutyl ether	< 10.0		mg/l	10.0	2.10	1	"	"	"	"	"	
57-55-6	Propylene glycol	< 10.0		mg/l	10.0	6.42	1	"	"	"	"	"	
Surrogate recoveries:													
71-41-0	*1-Pentanol*	*112*			*40-140 %*			"	"	"	"	"	
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds Prepared by method SW846 3510C													
83-32-9	Acenaphthene	< 5.26		µg/l	5.26	0.853	1	SW846 8270D	07-Dec-11	09-Dec-11	ML	1125468	X
208-96-8	Acenaphthylene	< 5.26		µg/l	5.26	1.06	1	"	"	"	"	"	X
62-53-3	Aniline	< 5.26		µg/l	5.26	2.24	1	"	"	"	"	"	X
120-12-7	Anthracene	< 5.26		µg/l	5.26	0.779	1	"	"	"	"	"	X
103-33-3	Azobenzene/Diphenyldiazine	< 5.26		µg/l	5.26	1.13	1	"	"	"	"	"	
92-87-5	Benzidine	< 5.26		µg/l	5.26	3.13	1	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	< 5.26		µg/l	5.26	0.589	1	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	< 5.26		µg/l	5.26	0.884	1	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	< 5.26		µg/l	5.26	1.01	1	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	< 5.26		µg/l	5.26	1.53	1	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	< 5.26		µg/l	5.26	1.60	1	"	"	"	"	"	X
65-85-0	Benzoic acid	< 5.26		µg/l	5.26	1.65	1	"	"	"	"	"	X
100-51-6	Benzyl alcohol	< 5.26		µg/l	5.26	1.61	1	"	"	"	"	"	X
111-91-1	Bis(2-chloroethoxy)methane	< 5.26		µg/l	5.26	1.12	1	"	"	"	"	"	X
111-44-4	Bis(2-chloroethyl)ether	< 5.26		µg/l	5.26	1.18	1	"	"	"	"	"	X
108-60-1	Bis(2-chloroisopropyl)ether	< 5.26		µg/l	5.26	1.29	1	"	"	"	"	"	X
117-81-7	Bis(2-ethylhexyl)phthalate	< 5.26		µg/l	5.26	1.77	1	"	"	"	"	"	X
101-55-3	4-Bromophenyl phenyl ether	< 5.26		µg/l	5.26	1.38	1	"	"	"	"	"	X
85-68-7	Butyl benzyl phthalate	< 5.26		µg/l	5.26	0.789	1	"	"	"	"	"	X
86-74-8	Carbazole	< 5.26		µg/l	5.26	2.13	1	"	"	"	"	"	X
59-50-7	4-Chloro-3-methylphenol	< 5.26		µg/l	5.26	1.53	1	"	"	"	"	"	X
106-47-8	4-Chloroaniline	< 5.26		µg/l	5.26	1.24	1	"	"	"	"	"	X
91-58-7	2-Chloronaphthalene	< 5.26		µg/l	5.26	0.695	1	"	"	"	"	"	X
95-57-8	2-Chlorophenol	< 5.26		µg/l	5.26	0.884	1	"	"	"	"	"	X
7005-72-3	4-Chlorophenyl phenyl ether	< 5.26		µg/l	5.26	1.03	1	"	"	"	"	"	X
218-01-9	Chrysene	< 5.26		µg/l	5.26	0.695	1	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	< 5.26		µg/l	5.26	1.38	1	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-10(PANYNJ)	60236456	Ground Water	01-Dec-11 09:35	01-Dec-11
CB40201-04				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds													
Prepared by method SW846 3510C													
132-64-9	Dibenzofuran	< 5.26		µg/l	5.26	0.695	1	SW846 8270D	07-Dec-11	09-Dec-11	ML	1125468	X
95-50-1	1,2-Dichlorobenzene	< 5.26		µg/l	5.26	0.695	1	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 5.26		µg/l	5.26	1.42	1	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 5.26		µg/l	5.26	0.758	1	"	"	"	"	"	X
91-94-1	3,3'-Dichlorobenzidine	< 5.26		µg/l	5.26	2.13	1	"	"	"	"	"	X
120-83-2	2,4-Dichlorophenol	< 5.26		µg/l	5.26	1.40	1	"	"	"	"	"	X
84-66-2	Diethyl phthalate	< 5.26		µg/l	5.26	1.29	1	"	"	"	"	"	X
131-11-3	Dimethyl phthalate	< 5.26		µg/l	5.26	0.695	1	"	"	"	"	"	X
105-67-9	2,4-Dimethylphenol	< 5.26		µg/l	5.26	1.11	1	"	"	"	"	"	X
84-74-2	Di-n-butyl phthalate	< 5.26		µg/l	5.26	1.41	1	"	"	"	"	"	X
534-52-1	4,6-Dinitro-2-methylphenol	< 5.26		µg/l	5.26	2.02	1	"	"	"	"	"	X
51-28-5	2,4-Dinitrophenol	< 5.26		µg/l	5.26	3.38	1	"	"	"	"	"	X
121-14-2	2,4-Dinitrotoluene	< 5.26		µg/l	5.26	1.35	1	"	"	"	"	"	X
606-20-2	2,6-Dinitrotoluene	< 5.26		µg/l	5.26	1.15	1	"	"	"	"	"	X
117-84-0	Di-n-octyl phthalate	< 5.26		µg/l	5.26	1.39	1	"	"	"	"	"	X
206-44-0	Fluoranthene	< 5.26		µg/l	5.26	2.25	1	"	"	"	"	"	X
86-73-7	Fluorene	< 5.26		µg/l	5.26	0.958	1	"	"	"	"	"	X
118-74-1	Hexachlorobenzene	< 5.26		µg/l	5.26	1.27	1	"	"	"	"	"	X
9-3	Hexachlorobutadiene	< 5.26		µg/l	5.26	1.39	1	"	"	"	"	"	X
47-4	Hexachlorocyclopentadiene	< 5.26		µg/l	5.26	1.42	1	"	"	"	"	"	X
67-72-1	Hexachloroethane	< 5.26		µg/l	5.26	1.18	1	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	< 5.26		µg/l	5.26	1.41	1	"	"	"	"	"	X
78-59-1	Isophorone	< 5.26		µg/l	5.26	1.13	1	"	"	"	"	"	X
91-57-6	2-Methylnaphthalene	< 5.26		µg/l	5.26	1.35	1	"	"	"	"	"	X
95-48-7	2-Methylphenol	< 5.26		µg/l	5.26	0.695	1	"	"	"	"	"	X
108-39-4, 106-44-5	3 & 4-Methylphenol	< 10.5		µg/l	10.5	1.15	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 5.26		µg/l	5.26	0.789	1	"	"	"	"	"	X
88-74-4	2-Nitroaniline	< 5.26		µg/l	5.26	1.12	1	"	"	"	"	"	X
99-09-2	3-Nitroaniline	< 5.26		µg/l	5.26	1.67	1	"	"	"	"	"	X
100-01-6	4-Nitroaniline	< 21.1		µg/l	21.1	4.81	1	"	"	"	"	"	X
98-95-3	Nitrobenzene	< 5.26		µg/l	5.26	1.01	1	"	"	"	"	"	X
88-75-5	2-Nitrophenol	< 5.26		µg/l	5.26	1.38	1	"	"	"	"	"	X
100-02-7	4-Nitrophenol	< 21.1		µg/l	21.1	2.71	1	"	"	"	"	"	X
62-75-9	N-Nitrosodimethylamine	< 5.26		µg/l	5.26	2.20	1	"	"	"	"	"	X
621-64-7	N-Nitrosodi-n-propylamine	< 5.26		µg/l	5.26	1.17	1	"	"	"	"	"	X
86-30-6	N-Nitrosodiphenylamine	< 5.26		µg/l	5.26	1.20	1	"	"	"	"	"	X
87-86-5	Pentachlorophenol	< 21.1		µg/l	21.1	1.87	1	"	"	"	"	"	X
85-01-8	Phenanthrene	< 5.26		µg/l	5.26	0.632	1	"	"	"	"	"	X
108-95-2	Phenol	< 5.26		µg/l	5.26	1.11	1	"	"	"	"	"	X
129-00-0	Pyrene	< 5.26		µg/l	5.26	2.60	1	"	"	"	"	"	X
110-86-1	Pyridine	< 5.26		µg/l	5.26	1.93	1	"	"	"	"	"	X
12-1	1,2,4-Trichlorobenzene	< 5.26		µg/l	5.26	1.04	1	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	< 5.26		µg/l	5.26	1.16	1	"	"	"	"	"	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-10(PANYNJ) SB40201-04	60236456	Ground Water	01-Dec-11 09:35	01-Dec-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds Prepared by method SW846 3510C													
95-95-4	2,4,5-Trichlorophenol	< 5.26		µg/l	5.26	1.55	1	SW846 8270D	07-Dec-11	09-Dec-11	ML	1125468	X
88-06-2	2,4,6-Trichlorophenol	< 5.26		µg/l	5.26	1.02	1	"	"	"	"	"	X
82-68-8	Pentachloronitrobenzene	< 5.26		µg/l	5.26	1.69	1	"	"	"	"	"	X
95-94-3	1,2,4,5-Tetrachlorobenzene	< 5.26		µg/l	5.26	0.726	1	"	"	"	"	"	X
Surrogate recoveries:													
321-60-8	*2-Fluorobiphenyl*	*50*			*30-130 %*			"	"	"	"	"	
367-12-4	*2-Fluorophenol*	*36*			*15-110 %*			"	"	"	"	"	
4165-60-0	*Nitrobenzene-d5*	*48*			*30-130 %*			"	"	"	"	"	
4165-62-2	*Phenol-d5*	*28*			*15-110 %*			"	"	"	"	"	
1718-51-0	*Terphenyl-dl4*	*61*			*30-130 %*			"	"	"	"	"	
118-79-6	*2,4,6-Tribromophenol*	*92*			*15-110 %*			"	"	"	"	"	
Tentatively Identified Compounds Prepared by method SW846 3510C													
000136-85-6	1H-Benzotriazole, 5-methyl- (01)	44.9	TIC	µg/l			1	8270D TICS	"	"	ML	"	
067061-30-7	3,3-Dimethylheptanoic acid	34.7	TIC	µg/l			1	"	"	"	"	"	
000070-55-3	Benzenesulfonamide, 4-methyl-	20.6	TIC	µg/l			1	"	"	"	"	"	
016538-89-9	Cyclooctane, (1-methylpropyl)-	50.1	TIC	µg/l			1	"	"	"	"	"	
1000245-59-5	Cyclopropanecarboxylic acid...	15.8	TIC	µg/l			1	"	"	"	"	"	
1000159-47-3	Glucitol, 4,6-O-octylidene-	14.6	TIC	µg/l			1	"	"	"	"	"	
Extractable Petroleum Hydrocarbons													
Fingerprinting by GC Prepared by method SW846 3510C													
	Total Petroleum Hydrocarbons	3.1		mg/l	0.2	0.02	1	SW846 8100Mod.	02-Dec-11	06-Dec-11	SEW	1125096	
Surrogate recoveries:													
3386-33-2	*1-Chlorooctadecane*	*121*			*40-140 %*			"	"	"	"	"	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-12(PANYNJ)	60236456	Ground Water	01-Dec-11 10:55	01-Dec-11
CB40201-05				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Volatile Organic Compounds													
Prepared by method SW846 5030 Water MS													
76-13-1	1,1,2-Trichlorotrifluoroethane (Freon 113)	< 1.0		µg/l	1.0	0.6	1	SW846 8260C	12-Dec-11	13-Dec-11	JRO	1125889	X
67-64-1	Acetone	< 10.0		µg/l	10.0	2.6	1	"	"	"	"	"	X
107-13-1	Acrylonitrile	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
71-43-2	Benzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-86-1	Bromobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	
74-97-5	Bromochloromethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-27-4	Bromodichloromethane	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
75-25-2	Bromoform	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
74-83-9	Bromomethane	< 2.0		µg/l	2.0	1.1	1	"	"	"	"	"	X
78-93-3	2-Butanone (MEK)	< 10.0		µg/l	10.0	1.7	1	"	"	"	"	"	X
104-51-8	n-Butylbenzene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-15-0	Carbon disulfide	< 2.0		µg/l	2.0	0.6	1	"	"	"	"	"	X
56-23-5	Carbon tetrachloride	< 1.0		µg/l	1.0	0.5	1	"	"	"	"	"	X
108-90-7	Chlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-00-3	Chloroethane	< 2.0		µg/l	2.0	1.0	1	"	"	"	"	"	X
67-66-3	Chloroform	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
-3	Chloromethane	< 2.0		µg/l	2.0	1.5	1	"	"	"	"	"	X
95-49-8	2-Chlorotoluene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
106-43-4	4-Chlorotoluene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
96-12-8	1,2-Dibromo-3-chloropropane	< 2.0		µg/l	2.0	0.9	1	"	"	"	"	"	X
124-48-1	Dibromochloromethane	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
106-93-4	1,2-Dibromoethane (EDB)	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
74-95-3	Dibromomethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
95-50-1	1,2-Dichlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
75-71-8	Dichlorodifluoromethane (Freon12)	< 2.0		µg/l	2.0	0.4	1	"	"	"	"	"	X
75-34-3	1,1-Dichloroethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
107-06-2	1,2-Dichloroethane	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
75-35-4	1,1-Dichloroethene	< 1.0		µg/l	1.0	0.5	1	"	"	"	"	"	X
156-59-2	cis-1,2-Dichloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
156-60-5	trans-1,2-Dichloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
78-87-5	1,2-Dichloropropane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
142-28-9	1,3-Dichloropropane	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
594-20-7	2,2-Dichloropropane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
563-58-6	1,1-Dichloropropene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
10061-01-5	cis-1,3-Dichloropropene	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
10061-02-6	trans-1,3-Dichloropropene	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
-1-4	Ethylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
87-68-3	Hexachlorobutadiene	< 0.5		µg/l	0.5	0.4	1	"	"	"	"	"	X
591-78-6	2-Hexanone (MBK)	< 10.0		µg/l	10.0	0.5	1	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-12(PANYNJ) SB40201-05	60236456	Ground Water	01-Dec-11 10:55	01-Dec-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Volatile Organic Compounds Prepared by method SW846 5030 Water MS													
96-82-8	Isopropylbenzene	< 1.0		µg/l	1.0	0.6	1	SW846 8260C	12-Dec-11	13-Dec-11	JRC	1125889	X
99-87-6	4-Isopropyltoluene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	1.1		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-10-1	4-Methyl-2-pentanone (MIBK)	< 10.0		µg/l	10.0	0.9	1	"	"	"	"	"	X
75-09-2	Methylene chloride	< 2.0		µg/l	2.0	0.7	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 1.0		µg/l	1.0	0.3	1	"	"	"	"	"	X
103-65-1	n-Propylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
100-42-5	Styrene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
630-20-6	1,1,1,2-Tetrachloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-34-5	1,1,2,2-Tetrachloroethane	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
127-18-4	Tetrachloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-88-3	Toluene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
87-61-6	1,2,3-Trichlorobenzene	< 1.0		µg/l	1.0	0.4	1	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 1.0		µg/l	1.0	0.4	1	"	"	"	"	"	X
108-70-3	1,3,5-Trichlorobenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	
71-55-6	1,1,1-Trichloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-00-5	1,1,2-Trichloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-01-6	Trichloroethene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
75-69-4	Trichlorofluoromethane (Freon 11)	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
96-18-4	1,2,3-Trichloropropane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-01-4	Vinyl chloride	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 2.0		µg/l	2.0	1.6	1	"	"	"	"	"	X
95-47-6	o-Xylene	< 1.0		µg/l	1.0	0.9	1	"	"	"	"	"	X
109-99-9	Tetrahydrofuran	< 2.0		µg/l	2.0	1.4	1	"	"	"	"	"	
60-29-7	Ethyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	
994-05-8	Tert-amyl methyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
637-92-3	Ethyl tert-butyl ether	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
108-20-3	Di-isopropyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-65-0	Tert-Butanol / butyl alcohol	< 10.0		µg/l	10.0	8.6	1	"	"	"	"	"	X
123-91-1	1,4-Dioxane	< 20.0		µg/l	20.0	14.0	1	"	"	"	"	"	X
110-57-6	trans-1,4-Dichloro-2-butene	< 5.0		µg/l	5.0	0.8	1	"	"	"	"	"	X
64-17-5	Ethanol	< 400		µg/l	400	35.7	1	"	"	"	"	"	X
Surrogate recoveries:													
460-00-4	*4-Bromofluorobenzene*	*89*			*70-130 %*			"	"	"	"	"	
2037-26-5	*Toluene-d8*	*102*			*70-130 %*			"	"	"	"	"	
17060-07-0	*1,2-Dichloroethane-d4*	*108*			*70-130 %*			"	"	"	"	"	
1868-53-7	*Dibromofluoromethane*	*109*			*70-130 %*			"	"	"	"	"	
Tentatively Identified Compounds by GC/MS Prepared by method SW846 5030 Water MS													

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-12(PANYNJ)	60236456	Ground Water	01-Dec-11 10:55	01-Dec-11
SB40201-05				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Tentatively Identified Compounds by GC/MS													
Prepared by method SW846 5030 Water MS													
	Tentatively Identified Compounds	None found		µg/l			1	SW846 8260C TICs	12-Dec-11	13-Dec-11	JRO	1125889	
Organic Compounds by Modified SW846 8015													
Glycol Analysis													
Prepared by method SW846 8015 Mod.													
111-46-6	Diethylene glycol	< 20.0		mg/l	20.0	3.93	1	SW846 8015 Mod	03-Dec-11	12-Dec-11	SEW	1125087	
107-21-1	Ethylene glycol	< 10.0		mg/l	10.0	6.13	1	"	"	"	"	"	
111-76-2	Ethylene glycol monobutyl ether	< 10.0		mg/l	10.0	2.10	1	"	"	"	"	"	
57-55-6	Propylene glycol	< 10.0		mg/l	10.0	6.42	1	"	"	"	"	"	
Surrogate recoveries:													
71-41-0	*1-Pentanol*	*87*			*40-140 %*			"	"	"	"	"	
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds													
Prepared by method SW846 3510C													
83-32-9	Acenaphthene	< 5.15		µg/l	5.15	0.835	1	SW846 8270D	07-Dec-11	09-Dec-11	ML	1125468	X
208-96-8	Acenaphthylene	< 5.15		µg/l	5.15	1.04	1	"	"	"	"	"	X
62-53-3	Aniline	< 5.15		µg/l	5.15	2.20	1	"	"	"	"	"	X
120-12-7	Anthracene	< 5.15		µg/l	5.15	0.763	1	"	"	"	"	"	X
33-3	Azobenzene/Diphenyldiazine	< 5.15		µg/l	5.15	1.10	1	"	"	"	"	"	
92-87-5	Benzidine	< 5.15		µg/l	5.15	3.06	1	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	< 5.15		µg/l	5.15	0.577	1	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	< 5.15		µg/l	5.15	0.866	1	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	< 5.15		µg/l	5.15	0.990	1	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	< 5.15		µg/l	5.15	1.49	1	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	< 5.15		µg/l	5.15	1.57	1	"	"	"	"	"	X
65-85-0	Benzoic acid	< 5.15		µg/l	5.15	1.62	1	"	"	"	"	"	X
100-51-6	Benzyl alcohol	< 5.15		µg/l	5.15	1.58	1	"	"	"	"	"	X
111-91-1	Bis(2-chloroethoxy)methane	< 5.15		µg/l	5.15	1.09	1	"	"	"	"	"	X
111-44-4	Bis(2-chloroethyl)ether	< 5.15		µg/l	5.15	1.15	1	"	"	"	"	"	X
108-60-1	Bis(2-chloroisopropyl)ether	< 5.15		µg/l	5.15	1.27	1	"	"	"	"	"	X
117-81-7	Bis(2-ethylhexyl)phthalate	< 5.15		µg/l	5.15	1.73	1	"	"	"	"	"	X
101-55-3	4-Bromophenyl phenyl ether	< 5.15		µg/l	5.15	1.35	1	"	"	"	"	"	X
85-68-7	Butyl benzyl phthalate	< 5.15		µg/l	5.15	0.773	1	"	"	"	"	"	X
86-74-8	Carbazole	< 5.15		µg/l	5.15	2.08	1	"	"	"	"	"	X
59-50-7	4-Chloro-3-methylphenol	< 5.15		µg/l	5.15	1.49	1	"	"	"	"	"	X
106-47-8	4-Chloroaniline	< 5.15		µg/l	5.15	1.22	1	"	"	"	"	"	X
91-58-7	2-Chloronaphthalene	< 5.15		µg/l	5.15	0.680	1	"	"	"	"	"	X
95-57-8	2-Chlorophenol	< 5.15		µg/l	5.15	0.866	1	"	"	"	"	"	X
7005-72-3	4-Chlorophenyl phenyl ether	< 5.15		µg/l	5.15	1.01	1	"	"	"	"	"	X
01-9	Chrysene	< 5.15		µg/l	5.15	0.860	1	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	< 5.15		µg/l	5.15	1.35	1	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-12(PANYNJ) SB40201-05	60236456	Ground Water	01-Dec-11 10:55	01-Dec-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds Prepared by method SW846 3510C													
132-64-9	Dibenzofuran	< 5.15		µg/l	5.15	0.680	1	SW846 8270D	07-Dec-11	09-Dec-11	ML	1125468	X
95-50-1	1,2-Dichlorobenzene	< 5.15		µg/l	5.15	0.876	1	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 5.15		µg/l	5.15	1.39	1	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 5.15		µg/l	5.15	0.742	1	"	"	"	"	"	X
91-94-1	3,3'-Dichlorobenzidine	< 5.15		µg/l	5.15	2.08	1	"	"	"	"	"	X
120-83-2	2,4-Dichlorophenol	< 5.15		µg/l	5.15	1.37	1	"	"	"	"	"	X
84-66-2	Diethyl phthalate	< 5.15		µg/l	5.15	1.27	1	"	"	"	"	"	X
131-11-3	Dimethyl phthalate	< 5.15		µg/l	5.15	0.876	1	"	"	"	"	"	X
105-67-9	2,4-Dimethylphenol	< 5.15		µg/l	5.15	1.09	1	"	"	"	"	"	X
84-74-2	Di-n-butyl phthalate	< 5.15		µg/l	5.15	1.38	1	"	"	"	"	"	X
534-52-1	4,6-Dinitro-2-methylphenol	< 5.15		µg/l	5.15	1.98	1	"	"	"	"	"	X
51-28-5	2,4-Dinitrophenol	< 5.15		µg/l	5.15	3.31	1	"	"	"	"	"	X
121-14-2	2,4-Dinitrotoluene	< 5.15		µg/l	5.15	1.32	1	"	"	"	"	"	X
606-20-2	2,6-Dinitrotoluene	< 5.15		µg/l	5.15	1.12	1	"	"	"	"	"	X
117-84-0	Di-n-octyl phthalate	< 5.15		µg/l	5.15	1.36	1	"	"	"	"	"	X
206-44-0	Fluoranthene	< 5.15		µg/l	5.15	2.21	1	"	"	"	"	"	X
86-73-7	Fluorene	< 5.15		µg/l	5.15	0.938	1	"	"	"	"	"	X
118-74-1	Hexachlorobenzene	< 5.15		µg/l	5.15	1.25	1	"	"	"	"	"	X
87-68-3	Hexachlorobutadiene	< 5.15		µg/l	5.15	1.36	1	"	"	"	"	"	X
77-47-4	Hexachlorocyclopentadiene	< 5.15		µg/l	5.15	1.39	1	"	"	"	"	"	X
67-72-1	Hexachloroethane	< 5.15		µg/l	5.15	1.15	1	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	< 5.15		µg/l	5.15	1.38	1	"	"	"	"	"	X
78-59-1	Isophorone	< 5.15		µg/l	5.15	1.10	1	"	"	"	"	"	X
91-57-6	2-Methylnaphthalene	< 5.15		µg/l	5.15	1.32	1	"	"	"	"	"	X
95-48-7	2-Methylphenol	< 5.15		µg/l	5.15	0.876	1	"	"	"	"	"	X
108-39-4, 106-44-5	3 & 4-Methylphenol	< 10.3		µg/l	10.3	1.12	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 5.15		µg/l	5.15	0.773	1	"	"	"	"	"	X
88-74-4	2-Nitroaniline	< 5.15		µg/l	5.15	1.09	1	"	"	"	"	"	X
99-09-2	3-Nitroaniline	< 5.15		µg/l	5.15	1.64	1	"	"	"	"	"	X
100-01-6	4-Nitroaniline	< 20.6		µg/l	20.6	4.71	1	"	"	"	"	"	X
98-95-3	Nitrobenzene	< 5.15		µg/l	5.15	0.990	1	"	"	"	"	"	X
88-75-5	2-Nitrophenol	< 5.15		µg/l	5.15	1.35	1	"	"	"	"	"	X
100-02-7	4-Nitrophenol	< 20.6		µg/l	20.6	2.65	1	"	"	"	"	"	X
62-75-9	N-Nitrosodimethylamine	< 5.15		µg/l	5.15	2.15	1	"	"	"	"	"	X
621-64-7	N-Nitrosodi-n-propylamine	< 5.15		µg/l	5.15	1.14	1	"	"	"	"	"	X
86-30-6	N-Nitrosodiphenylamine	< 5.15		µg/l	5.15	1.18	1	"	"	"	"	"	X
87-86-5	Pentachlorophenol	< 20.6		µg/l	20.6	1.84	1	"	"	"	"	"	X
85-01-8	Phenanthrene	< 5.15		µg/l	5.15	0.619	1	"	"	"	"	"	X
108-95-2	Phenol	< 5.15		µg/l	5.15	1.08	1	"	"	"	"	"	X
129-00-0	Pyrene	< 5.15		µg/l	5.15	2.55	1	"	"	"	"	"	X
110-86-1	Pyridine	< 5.15		µg/l	5.15	1.89	1	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 5.15		µg/l	5.15	1.02	1	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	< 5.15		µg/l	5.15	1.13	1	"	"	"	"	"	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-12(PANYNJ) SB40201-05	60236456	Ground Water	01-Dec-11 10:55	01-Dec-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds Prepared by method SW846 3510C													
95-95-4	2,4,5-Trichlorophenol	< 5.15		µg/l	5.15	1.52	1	SW846 8270D	07-Dec-11	09-Dec-11	ML	1125468	X
88-06-2	2,4,6-Trichlorophenol	< 5.15		µg/l	5.15	1.00	1	"	"	"	"	"	X
82-68-8	Pentachloronitrobenzene	< 5.15		µg/l	5.15	1.66	1	"	"	"	"	"	X
95-94-3	1,2,4,5-Tetrachlorobenzene	< 5.15		µg/l	5.15	0.711	1	"	"	"	"	"	X
Surrogate recoveries:													
321-60-8	*2-Fluorobiphenyl*	*61*			*30-130 %*			"	"	"	"	"	
367-12-4	*2-Fluorophenol*	*42*			*15-110 %*			"	"	"	"	"	
4165-60-0	*Nitrobenzene-d5*	*54*			*30-130 %*			"	"	"	"	"	
4165-62-2	*Phenol-d5*	*32*			*15-110 %*			"	"	"	"	"	
1718-51-0	*Terphenyl-dl4*	*78*			*30-130 %*			"	"	"	"	"	
118-79-6	*2,4,6-Tribromophenol*	*90*			*15-110 %*			"	"	"	"	"	
Tentatively Identified Compounds Prepared by method SW846 3510C													
000112-84-5	13-Docosenamide, (Z)-	26.4	TIC	µg/l			1	8270D TICS	"	"	ML	"	
000136-85-6	1H-Benzotriazole, 5-methyl-	42.7	TIC	µg/l			1	"	"	"	"	"	
067061-30-7	3,3-Dimethylheptanoic acid	218	TIC	µg/l			1	"	"	"	"	"	
'-79-7	3-Penten-2-one, 4-methyl-	11.5	TIC	µg/l			1	"	"	"	"	"	
373-65-8	Silane, trimethyl(1-methyld...	16.1	TIC	µg/l			1	"	"	"	"	"	
Extractable Petroleum Hydrocarbons													
Fingerprinting by GC Prepared by method SW846 3510C													
	Total Petroleum Hydrocarbons	3.5		mg/l	0.2	0.02	1	SW846 8100Mod.	02-Dec-11	06-Dec-11	SEW	1125096	
Surrogate recoveries:													
3386-33-2	*1-Chlorooctadecane*	*54*			*40-140 %*			"	"	"	"	"	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-16(PANYNJ) SB40201-06	60236456	Ground Water	01-Dec-11 11:20	01-Dec-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Volatile Organic Compounds Prepared by method SW846 5030 Water MS													
76-13-1	1,1,2-Trichlorotrifluoroethane (Freon 113)	< 1.0		µg/l	1.0	0.6	1	SW846 8260C	12-Dec-11	13-Dec-11	JRO	1125889	X
67-64-1	Acetone	< 10.0		µg/l	10.0	2.6	1	"	"	"	"	"	X
107-13-1	Acrylonitrile	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
71-43-2	Benzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-86-1	Bromobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	
74-97-5	Bromochloromethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-27-4	Bromodichloromethane	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
75-25-2	Bromoform	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
74-83-9	Bromomethane	< 2.0		µg/l	2.0	1.1	1	"	"	"	"	"	X
78-93-3	2-Butanone (MEK)	< 10.0		µg/l	10.0	1.7	1	"	"	"	"	"	X
104-51-8	n-Butylbenzene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-15-0	Carbon disulfide	< 2.0		µg/l	2.0	0.6	1	"	"	"	"	"	X
56-23-5	Carbon tetrachloride	< 1.0		µg/l	1.0	0.5	1	"	"	"	"	"	X
108-90-7	Chlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-00-3	Chloroethane	< 2.0		µg/l	2.0	1.0	1	"	"	"	"	"	X
67-66-3	Chloroform	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
74-87-3	Chloromethane	< 2.0		µg/l	2.0	1.5	1	"	"	"	"	"	X
95-49-8	2-Chlorotoluene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
106-43-4	4-Chlorotoluene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
96-12-8	1,2-Dibromo-3-chloropropane	< 2.0		µg/l	2.0	0.9	1	"	"	"	"	"	X
124-48-1	Dibromochloromethane	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
106-93-4	1,2-Dibromoethane (EDB)	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
74-95-3	Dibromomethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
95-50-1	1,2-Dichlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
75-71-8	Dichlorodifluoromethane (Freon12)	< 2.0		µg/l	2.0	0.4	1	"	"	"	"	"	X
75-34-3	1,1-Dichloroethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
107-06-2	1,2-Dichloroethane	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
75-35-4	1,1-Dichloroethene	< 1.0		µg/l	1.0	0.5	1	"	"	"	"	"	X
156-59-2	cis-1,2-Dichloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
156-60-5	trans-1,2-Dichloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
78-87-5	1,2-Dichloropropane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
142-28-9	1,3-Dichloropropane	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
594-20-7	2,2-Dichloropropane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
563-58-6	1,1-Dichloropropene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
10061-01-5	cis-1,3-Dichloropropene	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
10061-02-6	trans-1,3-Dichloropropene	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
100-41-4	Ethylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
87-68-3	Hexachlorobutadiene	< 0.5		µg/l	0.5	0.4	1	"	"	"	"	"	X
591-78-6	2-Hexanone (MBK)	< 10.0		µg/l	10.0	0.5	1	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-16(PANYNJ) SB40201-06	60236456	Ground Water	01-Dec-11 11:20	01-Dec-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Volatile Organic Compounds Prepared by method SW846 5030 Water MS													
98-82-8	Isopropylbenzene	< 1.0		µg/l	1.0	0.6	1	SW846 8260C	12-Dec-11	13-Dec-11	JRO	1125889	X
99-87-6	4-Isopropyltoluene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-10-1	4-Methyl-2-pentanone (MIBK)	< 10.0		µg/l	10.0	0.9	1	"	"	"	"	"	X
75-09-2	Methylene chloride	< 2.0		µg/l	2.0	0.7	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 1.0		µg/l	1.0	0.3	1	"	"	"	"	"	X
103-65-1	n-Propylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
100-42-5	Styrene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
630-20-6	1,1,1,2-Tetrachloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-34-5	1,1,2,2-Tetrachloroethane	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
127-18-4	Tetrachloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-88-3	Toluene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
87-61-6	1,2,3-Trichlorobenzene	< 1.0		µg/l	1.0	0.4	1	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 1.0		µg/l	1.0	0.4	1	"	"	"	"	"	X
108-70-3	1,3,5-Trichlorobenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	
71-55-6	1,1,1-Trichloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-00-5	1,1,2-Trichloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-01-6	Trichloroethene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
9-4	Trichlorofluoromethane (Freon 11)	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
96-18-4	1,2,3-Trichloropropane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-01-4	Vinyl chloride	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 2.0		µg/l	2.0	1.6	1	"	"	"	"	"	X
95-47-6	o-Xylene	< 1.0		µg/l	1.0	0.9	1	"	"	"	"	"	X
109-99-9	Tetrahydrofuran	< 2.0		µg/l	2.0	1.4	1	"	"	"	"	"	
60-29-7	Ethyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	
994-05-8	Tert-amyl methyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
637-92-3	Ethyl tert-butyl ether	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
108-20-3	Di-isopropyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-65-0	Tert-Butanol / butyl alcohol	< 10.0		µg/l	10.0	8.6	1	"	"	"	"	"	X
123-91-1	1,4-Dioxane	< 20.0		µg/l	20.0	14.0	1	"	"	"	"	"	X
110-57-6	trans-1,4-Dichloro-2-buten e	< 5.0		µg/l	5.0	0.8	1	"	"	"	"	"	X
64-17-5	Ethanol	< 400		µg/l	400	35.7	1	"	"	"	"	"	X
Surrogate recoveries:													
460-00-4	*4-Bromofluorobenzene*	*91*			*70-130 %*			"	"	"	"	"	
2037-26-5	*Toluene-d8*	*100*			*70-130 %*			"	"	"	"	"	
17060-07-0	*1,2-Dichloroethane-d4*	*106*			*70-130 %*			"	"	"	"	"	
1868-53-7	*Dibromofluoromethane*	*112*			*70-130 %*			"	"	"	"	"	
ntatively Identified Compounds by GC/MS repared by method SW846 5030 Water MS													

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-16(PANYNJ)	60236456	Ground Water	01-Dec-11 11:20	01-Dec-11
SB40201-06				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Tentatively Identified Compounds by GC/MS													
Prepared by method SW846 5030 Water MS													
	Tentatively Identified Compounds	None found		µg/l			1	SW846 8260C TICs	12-Dec-11	13-Dec-11	JRO	1125889	
Organic Compounds by Modified SW846 8015													
Glycol Analysis													
Prepared by method SW846 8015 Mod.													
111-46-6	Diethylene glycol	< 20.0		mg/l	20.0	3.93	1	SW846 8015 Mod	03-Dec-11	08-Dec-11	SEW	1125087	
107-21-1	Ethylene glycol	< 10.0		mg/l	10.0	6.13	1	"	"	"	"	"	
111-76-2	Ethylene glycol monobutyl ether	< 10.0		mg/l	10.0	2.10	1	"	"	"	"	"	
57-55-6	Propylene glycol	< 10.0		mg/l	10.0	6.42	1	"	"	"	"	"	
Surrogate recoveries:													
71-41-0	*1-Pentanol*	*120*			*40-140 %*			"	"	"	"	"	
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds													
Prepared by method SW846 3510C													
83-32-9	Acenaphthene	< 5.32		µg/l	5.32	0.862	1	SW846 8270D	07-Dec-11	09-Dec-11	ML	1125468	X
208-96-8	Acenaphthylene	< 5.32		µg/l	5.32	1.07	1	"	"	"	"	"	X
62-53-3	Aniline	< 5.32		µg/l	5.32	2.27	1	"	"	"	"	"	X
120-12-7	Anthracene	< 5.32		µg/l	5.32	0.787	1	"	"	"	"	"	X
103-33-3	Azobenzene/Diphenyldiazine	< 5.32		µg/l	5.32	1.14	1	"	"	"	"	"	
92-87-5	Benzidine	< 5.32		µg/l	5.32	3.16	1	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	< 5.32		µg/l	5.32	0.596	1	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	< 5.32		µg/l	5.32	0.894	1	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	< 5.32		µg/l	5.32	1.02	1	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	< 5.32		µg/l	5.32	1.54	1	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	< 5.32		µg/l	5.32	1.62	1	"	"	"	"	"	X
65-85-0	Benzoic acid	< 5.32		µg/l	5.32	1.67	1	"	"	"	"	"	X
100-51-6	Benzyl alcohol	< 5.32		µg/l	5.32	1.63	1	"	"	"	"	"	X
111-91-1	Bis(2-chloroethoxy)methane	< 5.32		µg/l	5.32	1.13	1	"	"	"	"	"	X
111-44-4	Bis(2-chloroethyl)ether	< 5.32		µg/l	5.32	1.19	1	"	"	"	"	"	X
108-60-1	Bis(2-chloroisopropyl)ether	< 5.32		µg/l	5.32	1.31	1	"	"	"	"	"	X
117-81-7	Bis(2-ethylhexyl)phthalate	< 5.32		µg/l	5.32	1.79	1	"	"	"	"	"	X
101-55-3	4-Bromophenyl phenyl ether	< 5.32		µg/l	5.32	1.39	1	"	"	"	"	"	X
85-68-7	Butyl benzyl phthalate	< 5.32		µg/l	5.32	0.798	1	"	"	"	"	"	X
86-74-8	Carbazole	< 5.32		µg/l	5.32	2.15	1	"	"	"	"	"	X
59-50-7	4-Chloro-3-methylphenol	< 5.32		µg/l	5.32	1.54	1	"	"	"	"	"	X
106-47-8	4-Chloroaniline	< 5.32		µg/l	5.32	1.26	1	"	"	"	"	"	X
91-58-7	2-Chloronaphthalene	< 5.32		µg/l	5.32	0.702	1	"	"	"	"	"	X
95-57-8	2-Chlorophenol	< 5.32		µg/l	5.32	0.894	1	"	"	"	"	"	X
7005-72-3	4-Chlorophenyl phenyl ether	< 5.32		µg/l	5.32	1.04	1	"	"	"	"	"	X
218-01-9	Chrysene	< 5.32		µg/l	5.32	0.702	1	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	< 5.32		µg/l	5.32	1.39	1	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-16(PANYNJ) SB40201-06	60236456	Ground Water	01-Dec-11 11:20	01-Dec-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds Prepared by method SW846 3510C													
132-64-9	Dibenzofuran	< 5.32		µg/l	5.32	0.702	1	SW846 8270D	07-Dec-11	09-Dec-11	ML	1125488	X
95-50-1	1,2-Dichlorobenzene	< 5.32		µg/l	5.32	0.904	1	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 5.32		µg/l	5.32	1.44	1	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 5.32		µg/l	5.32	0.766	1	"	"	"	"	"	X
91-94-1	3,3'-Dichlorobenzidine	< 5.32		µg/l	5.32	2.15	1	"	"	"	"	"	X
120-83-2	2,4-Dichlorophenol	< 5.32		µg/l	5.32	1.41	1	"	"	"	"	"	X
84-66-2	Diethyl phthalate	< 5.32		µg/l	5.32	1.31	1	"	"	"	"	"	X
131-11-3	Dimethyl phthalate	< 5.32		µg/l	5.32	0.904	1	"	"	"	"	"	X
105-67-9	2,4-Dimethylphenol	< 5.32		µg/l	5.32	1.12	1	"	"	"	"	"	X
84-74-2	Di-n-butyl phthalate	< 5.32		µg/l	5.32	1.43	1	"	"	"	"	"	X
534-52-1	4,6-Dinitro-2-methylphenol	< 5.32		µg/l	5.32	2.04	1	"	"	"	"	"	X
51-28-5	2,4-Dinitrophenol	< 5.32		µg/l	5.32	3.41	1	"	"	"	"	"	X
121-14-2	2,4-Dinitrotoluene	< 5.32		µg/l	5.32	1.36	1	"	"	"	"	"	X
606-20-2	2,6-Dinitrotoluene	< 5.32		µg/l	5.32	1.16	1	"	"	"	"	"	X
117-84-0	Di-n-octyl phthalate	< 5.32		µg/l	5.32	1.40	1	"	"	"	"	"	X
206-44-0	Fluoranthene	< 5.32		µg/l	5.32	2.28	1	"	"	"	"	"	X
86-73-7	Fluorene	< 5.32		µg/l	5.32	0.968	1	"	"	"	"	"	X
118-74-1	Hexachlorobenzene	< 5.32		µg/l	5.32	1.29	1	"	"	"	"	"	X
`8-3	Hexachlorobutadiene	< 5.32		µg/l	5.32	1.40	1	"	"	"	"	"	X
,7-4	Hexachlorocyclopentadiene	< 5.32		µg/l	5.32	1.44	1	"	"	"	"	"	X
67-72-1	Hexachloroethane	< 5.32		µg/l	5.32	1.19	1	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	< 5.32		µg/l	5.32	1.43	1	"	"	"	"	"	X
78-59-1	Isophorone	< 5.32		µg/l	5.32	1.14	1	"	"	"	"	"	X
91-57-6	2-Methylnaphthalene	< 5.32		µg/l	5.32	1.36	1	"	"	"	"	"	X
95-48-7	2-Methylphenol	< 5.32		µg/l	5.32	0.904	1	"	"	"	"	"	X
108-39-4, 106-44-5	3 & 4-Methylphenol	< 10.6		µg/l	10.6	1.16	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 5.32		µg/l	5.32	0.798	1	"	"	"	"	"	X
88-74-4	2-Nitroaniline	< 5.32		µg/l	5.32	1.13	1	"	"	"	"	"	X
99-09-2	3-Nitroaniline	< 5.32		µg/l	5.32	1.69	1	"	"	"	"	"	X
100-01-6	4-Nitroaniline	< 21.3		µg/l	21.3	4.86	1	"	"	"	"	"	X
98-95-3	Nitrobenzene	< 5.32		µg/l	5.32	1.02	1	"	"	"	"	"	X
88-75-5	2-Nitrophenol	< 5.32		µg/l	5.32	1.39	1	"	"	"	"	"	X
100-02-7	4-Nitrophenol	< 21.3		µg/l	21.3	2.73	1	"	"	"	"	"	X
62-75-9	N-Nitrosodimethylamine	< 5.32		µg/l	5.32	2.22	1	"	"	"	"	"	X
621-64-7	N-Nitrosodi-n-propylamine	< 5.32		µg/l	5.32	1.18	1	"	"	"	"	"	X
86-30-6	N-Nitrosodiphenylamine	< 5.32		µg/l	5.32	1.21	1	"	"	"	"	"	X
87-86-5	Pentachlorophenol	< 21.3		µg/l	21.3	1.89	1	"	"	"	"	"	X
85-01-8	Phenanthrene	< 5.32		µg/l	5.32	0.638	1	"	"	"	"	"	X
108-95-2	Phenol	< 5.32		µg/l	5.32	1.12	1	"	"	"	"	"	X
129-00-0	Pyrene	< 5.32		µg/l	5.32	2.63	1	"	"	"	"	"	X
110-86-1	Pyridine	< 5.32		µg/l	5.32	1.95	1	"	"	"	"	"	X
32-1	1,2,4-Trichlorobenzene	< 5.32		µg/l	5.32	1.05	1	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	< 5.32		µg/l	5.32	1.17	1	"	"	"	"	"	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
MW-16(PANYNJ) SB40201-06	60236456	Ground Water	01-Dec-11 11:20	01-Dec-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds Prepared by method SW846 3510C													
95-95-4	2,4,5-Trichlorophenol	< 5.32		µg/l	5.32	1.56	1	SW846 8270D	07-Dec-11	09-Dec-11	ML	1125468	X
88-06-2	2,4,6-Trichlorophenol	< 5.32		µg/l	5.32	1.03	1	"	"	"	"	"	X
82-68-8	Pentachloronitrobenzene	< 5.32		µg/l	5.32	1.71	1	"	"	"	"	"	X
95-94-3	1,2,4,5-Tetrachlorobenzene	< 5.32		µg/l	5.32	0.734	1	"	"	"	"	"	X
Surrogate recoveries:													
321-60-8	*2-Fluorobiphenyl*	*57*			*30-130 %*			"	"	"	"	"	
367-12-4	*2-Fluorophenol*	*40*			*15-110 %*			"	"	"	"	"	
4165-60-0	*Nitrobenzene-d5*	*51*			*30-130 %*			"	"	"	"	"	
4165-62-2	*Phenol-d5*	*31*			*15-110 %*			"	"	"	"	"	
1718-51-0	*Terphenyl-dl4*	*71*			*30-130 %*			"	"	"	"	"	
118-79-6	*2,4,6-Tribromophenol*	*94*			*15-110 %*			"	"	"	"	"	
Tentatively Identified Compounds Prepared by method SW846 3510C													
000112-84-5	13-Docosenamide, (Z)-	10.8	TIC	µg/l			1	8270D TICS	"	"	ML	"	
Extractable Petroleum Hydrocarbons													
Fingerprinting by GC Prepared by method SW846 3510C													
	Total Petroleum Hydrocarbons	0.5		mg/l	0.2	0.02	1	SW846 8100Mod.	02-Dec-11	06-Dec-11	SEW	1125096	
Surrogate recoveries:													
3386-33-2	*1-Chlorooctadecane*	*104*			*40-140 %*			"	"	"	"	"	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
DUP-120111	60236456	Ground Water	01-Dec-11 00:00	01-Dec-11
SB40201-07				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Volatile Organic Compounds													
Prepared by method SW846 5030 Water MS													
76-13-1	1,1,2-Trichlorotrifluoroethane (Freon 113)	< 1.0		µg/l	1.0	0.6	1	SW846 8260C	12-Dec-11	13-Dec-11	JRO	1125889	X
67-64-1	Acetone	< 10.0		µg/l	10.0	2.6	1	"	"	"	"	"	X
107-13-1	Acrylonitrile	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
71-43-2	Benzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-86-1	Bromobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	
74-97-5	Bromochloromethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-27-4	Bromodichloromethane	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
75-25-2	Bromoform	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
74-83-9	Bromomethane	< 2.0		µg/l	2.0	1.1	1	"	"	"	"	"	X
78-93-3	2-Butanone (MEK)	< 10.0		µg/l	10.0	1.7	1	"	"	"	"	"	X
104-51-8	n-Butylbenzene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-15-0	Carbon disulfide	< 2.0		µg/l	2.0	0.6	1	"	"	"	"	"	X
56-23-5	Carbon tetrachloride	< 1.0		µg/l	1.0	0.5	1	"	"	"	"	"	X
108-90-7	Chlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-00-3	Chloroethane	< 2.0		µg/l	2.0	1.0	1	"	"	"	"	"	X
67-66-3	Chloroform	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
7-3	Chloromethane	< 2.0		µg/l	2.0	1.5	1	"	"	"	"	"	X
95-49-8	2-Chlorotoluene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
106-43-4	4-Chlorotoluene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
96-12-8	1,2-Dibromo-3-chloropropane	< 2.0		µg/l	2.0	0.9	1	"	"	"	"	"	X
124-48-1	Dibromochloromethane	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
106-93-4	1,2-Dibromoethane (EDB)	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
74-95-3	Dibromomethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
95-50-1	1,2-Dichlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
75-71-8	Dichlorodifluoromethane (Freon12)	< 2.0		µg/l	2.0	0.4	1	"	"	"	"	"	X
75-34-3	1,1-Dichloroethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
107-06-2	1,2-Dichloroethane	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
75-35-4	1,1-Dichloroethene	< 1.0		µg/l	1.0	0.5	1	"	"	"	"	"	X
156-59-2	cis-1,2-Dichloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
156-60-5	trans-1,2-Dichloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
78-87-5	1,2-Dichloropropane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
142-28-9	1,3-Dichloropropane	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
594-20-7	2,2-Dichloropropane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
563-58-6	1,1-Dichloropropene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
10061-01-5	cis-1,3-Dichloropropene	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
10061-02-6	trans-1,3-Dichloropropene	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
41-4	Ethylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
87-68-3	Hexachlorobutadiene	< 0.5		µg/l	0.5	0.4	1	"	"	"	"	"	X
591-78-6	2-Hexanone (MBK)	< 10.0		µg/l	10.0	0.5	1	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
DUP-120111 SB40201-07	60236456	Ground Water	01-Dec-11 00:00	01-Dec-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Volatile Organic Compounds Prepared by method SW846 5030 Water MS													
98-82-8	Isopropylbenzene	< 1.0		µg/l	1.0	0.6	1	SW846 8260C	12-Dec-11	13-Dec-11	JRO	1125889	X
99-87-6	4-Isopropyltoluene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-10-1	4-Methyl-2-pentanone (MIBK)	< 10.0		µg/l	10.0	0.9	1	"	"	"	"	"	X
75-09-2	Methylene chloride	< 2.0		µg/l	2.0	0.7	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 1.0		µg/l	1.0	0.3	1	"	"	"	"	"	X
103-65-1	n-Propylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
100-42-5	Styrene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
630-20-6	1,1,1,2-Tetrachloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-34-5	1,1,2,2-Tetrachloroethane	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
127-18-4	Tetrachloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-88-3	Toluene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
87-61-6	1,2,3-Trichlorobenzene	< 1.0		µg/l	1.0	0.4	1	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 1.0		µg/l	1.0	0.4	1	"	"	"	"	"	X
108-70-3	1,3,5-Trichlorobenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	
71-55-6	1,1,1-Trichloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-00-5	1,1,2-Trichloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-01-6	Trichloroethene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
75-69-4	Trichlorofluoromethane (Freon 11)	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
96-18-4	1,2,3-Trichloropropane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-01-4	Vinyl chloride	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 2.0		µg/l	2.0	1.6	1	"	"	"	"	"	X
95-47-6	o-Xylene	< 1.0		µg/l	1.0	0.9	1	"	"	"	"	"	X
109-99-9	Tetrahydrofuran	< 2.0		µg/l	2.0	1.4	1	"	"	"	"	"	
60-29-7	Ethyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	
994-05-8	Tert-amyl methyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
637-92-3	Ethyl tert-butyl ether	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
108-20-3	Di-isopropyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-65-0	Tert-Butanol / butyl alcohol	< 10.0		µg/l	10.0	8.6	1	"	"	"	"	"	X
123-91-1	1,4-Dioxane	< 20.0		µg/l	20.0	14.0	1	"	"	"	"	"	X
110-57-6	trans-1,4-Dichloro-2-butene	< 5.0		µg/l	5.0	0.8	1	"	"	"	"	"	X
64-17-5	Ethanol	< 400		µg/l	400	35.7	1	"	"	"	"	"	X
Surrogate recoveries:													
460-00-4	*4-Bromofluorobenzene*	*92*			*70-130 %*			"	"	"	"	"	
2037-26-5	*Toluene-d8*	*99*			*70-130 %*			"	"	"	"	"	
17060-07-0	*1,2-Dichloroethane-d4*	*105*			*70-130 %*			"	"	"	"	"	
1868-53-7	*Dibromofluoromethane*	*108*			*70-130 %*			"	"	"	"	"	
Tentatively Identified Compounds by GC/MS Prepared by method SW846 5030 Water MS													

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
DUP-120111	60236456	Ground Water	01-Dec-11 00:00	01-Dec-11
CB40201-07				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Tentatively Identified Compounds by GC/MS													
Prepared by method SW846 5030 Water MS													
	Tentatively Identified Compounds	None found		µg/l			1	SW846 8260C TICs	12-Dec-11	13-Dec-11	JRO	1125889	
Organic Compounds by Modified SW846 8015													
Glycol Analysis													
Prepared by method SW846 8015 Mod.													
111-46-6	Diethylene glycol	< 20.0		mg/l	20.0	3.93	1	SW846 8015 Mod	03-Dec-11	08-Dec-11	SEW	1125087	
107-21-1	Ethylene glycol	< 10.0		mg/l	10.0	6.13	1	"	"	"	"	"	
111-76-2	Ethylene glycol monobutyl ether	< 10.0		mg/l	10.0	2.10	1	"	"	"	"	"	
57-55-6	Propylene glycol	< 10.0		mg/l	10.0	6.42	1	"	"	"	"	"	
Surrogate recoveries:													
71-41-0	*1-Pentanol*	*87*			*40-140 %*			"	"	"	"	"	
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds													
Prepared by method SW846 3510C													
83-32-9	Acenaphthene	< 5.15		µg/l	5.15	0.835	1	SW846 8270D	07-Dec-11	09-Dec-11	ML	1125468	X
208-96-8	Acenaphthylene	< 5.15		µg/l	5.15	1.04	1	"	"	"	"	"	X
62-53-3	Aniline	< 5.15		µg/l	5.15	2.20	1	"	"	"	"	"	X
120-12-7	Anthracene	< 5.15		µg/l	5.15	0.763	1	"	"	"	"	"	X
33-3	Azobenzene/Diphenyldiazine	< 5.15		µg/l	5.15	1.10	1	"	"	"	"	"	
92-87-5	Benzidine	< 5.15		µg/l	5.15	3.06	1	"	"	"	"	"	X
56-55-3	Benzo (a) anthracene	< 5.15		µg/l	5.15	0.577	1	"	"	"	"	"	X
50-32-8	Benzo (a) pyrene	< 5.15		µg/l	5.15	0.866	1	"	"	"	"	"	X
205-99-2	Benzo (b) fluoranthene	< 5.15		µg/l	5.15	0.990	1	"	"	"	"	"	X
191-24-2	Benzo (g,h,i) perylene	< 5.15		µg/l	5.15	1.49	1	"	"	"	"	"	X
207-08-9	Benzo (k) fluoranthene	< 5.15		µg/l	5.15	1.57	1	"	"	"	"	"	X
65-85-0	Benzoic acid	< 5.15		µg/l	5.15	1.62	1	"	"	"	"	"	X
100-51-6	Benzyl alcohol	< 5.15		µg/l	5.15	1.58	1	"	"	"	"	"	X
111-91-1	Bis(2-chloroethoxy)methane	< 5.15		µg/l	5.15	1.09	1	"	"	"	"	"	X
111-44-4	Bis(2-chloroethyl)ether	< 5.15		µg/l	5.15	1.15	1	"	"	"	"	"	X
108-60-1	Bis(2-chloroisopropyl)ether	< 5.15		µg/l	5.15	1.27	1	"	"	"	"	"	X
117-81-7	Bis(2-ethylhexyl)phthalate	< 5.15		µg/l	5.15	1.73	1	"	"	"	"	"	X
101-55-3	4-Bromophenyl phenyl ether	< 5.15		µg/l	5.15	1.35	1	"	"	"	"	"	X
85-68-7	Butyl benzyl phthalate	< 5.15		µg/l	5.15	0.773	1	"	"	"	"	"	X
86-74-8	Carbazole	< 5.15		µg/l	5.15	2.08	1	"	"	"	"	"	X
59-50-7	4-Chloro-3-methylphenol	< 5.15		µg/l	5.15	1.49	1	"	"	"	"	"	X
106-47-8	4-Chloroaniline	< 5.15		µg/l	5.15	1.22	1	"	"	"	"	"	X
91-58-7	2-Chloronaphthalene	< 5.15		µg/l	5.15	0.680	1	"	"	"	"	"	X
95-57-8	2-Chlorophenol	< 5.15		µg/l	5.15	0.866	1	"	"	"	"	"	X
7005-72-3	4-Chlorophenyl phenyl ether	< 5.15		µg/l	5.15	1.01	1	"	"	"	"	"	X
01-9	Chrysene	< 5.15		µg/l	5.15	0.680	1	"	"	"	"	"	X
53-70-3	Dibenzo (a,h) anthracene	< 5.15		µg/l	5.15	1.35	1	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
DUP-120111	60236456	Ground Water	01-Dec-11 00:00	01-Dec-11
SB40201-07				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds													
Prepared by method SW846 3510C													
132-64-9	Dibenzofuran	< 5.15		µg/l	5.15	0.680	1	SW846 8270D	07-Dec-11	09-Dec-11	ML	1125468	X
95-50-1	1,2-Dichlorobenzene	< 5.15		µg/l	5.15	0.876	1	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 5.15		µg/l	5.15	1.39	1	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 5.15		µg/l	5.15	0.742	1	"	"	"	"	"	X
91-94-1	3,3'-Dichlorobenzidine	< 5.15		µg/l	5.15	2.08	1	"	"	"	"	"	X
120-83-2	2,4-Dichlorophenol	< 5.15		µg/l	5.15	1.37	1	"	"	"	"	"	X
84-66-2	Diethyl phthalate	< 5.15		µg/l	5.15	1.27	1	"	"	"	"	"	X
131-11-3	Dimethyl phthalate	< 5.15		µg/l	5.15	0.876	1	"	"	"	"	"	X
105-67-9	2,4-Dimethylphenol	< 5.15		µg/l	5.15	1.08	1	"	"	"	"	"	X
84-74-2	Di-n-butyl phthalate	< 5.15		µg/l	5.15	1.38	1	"	"	"	"	"	X
534-52-1	4,6-Dinitro-2-methylphenol	< 5.15		µg/l	5.15	1.98	1	"	"	"	"	"	X
51-28-5	2,4-Dinitrophenol	< 5.15		µg/l	5.15	3.31	1	"	"	"	"	"	X
121-14-2	2,4-Dinitrotoluene	< 5.15		µg/l	5.15	1.32	1	"	"	"	"	"	X
606-20-2	2,6-Dinitrotoluene	< 5.15		µg/l	5.15	1.12	1	"	"	"	"	"	X
117-84-0	Di-n-octyl phthalate	< 5.15		µg/l	5.15	1.36	1	"	"	"	"	"	X
206-44-0	Fluoranthene	< 5.15		µg/l	5.15	2.21	1	"	"	"	"	"	X
86-73-7	Fluorene	< 5.15		µg/l	5.15	0.938	1	"	"	"	"	"	X
118-74-1	Hexachlorobenzene	< 5.15		µg/l	5.15	1.25	1	"	"	"	"	"	X
87-68-3	Hexachlorobutadiene	< 5.15		µg/l	5.15	1.36	1	"	"	"	"	"	X
77-47-4	Hexachlorocyclopentadiene	< 5.15		µg/l	5.15	1.39	1	"	"	"	"	"	X
67-72-1	Hexachloroethane	< 5.15		µg/l	5.15	1.15	1	"	"	"	"	"	X
193-39-5	Indeno (1,2,3-cd) pyrene	< 5.15		µg/l	5.15	1.38	1	"	"	"	"	"	X
78-59-1	Isophorone	< 5.15		µg/l	5.15	1.10	1	"	"	"	"	"	X
91-57-6	2-Methylnaphthalene	< 5.15		µg/l	5.15	1.32	1	"	"	"	"	"	X
95-48-7	2-Methylphenol	< 5.15		µg/l	5.15	0.876	1	"	"	"	"	"	X
108-39-4, 106-44-5	3 & 4-Methylphenol	< 10.3		µg/l	10.3	1.12	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 5.15		µg/l	5.15	0.773	1	"	"	"	"	"	X
88-74-4	2-Nitroaniline	< 5.15		µg/l	5.15	1.09	1	"	"	"	"	"	X
99-09-2	3-Nitroaniline	< 5.15		µg/l	5.15	1.64	1	"	"	"	"	"	X
100-01-6	4-Nitroaniline	< 20.6		µg/l	20.6	4.71	1	"	"	"	"	"	X
98-95-3	Nitrobenzene	< 5.15		µg/l	5.15	0.990	1	"	"	"	"	"	X
88-75-5	2-Nitrophenol	< 5.15		µg/l	5.15	1.35	1	"	"	"	"	"	X
100-02-7	4-Nitrophenol	< 20.6		µg/l	20.6	2.65	1	"	"	"	"	"	X
62-75-9	N-Nitrosodimethylamine	< 5.15		µg/l	5.15	2.15	1	"	"	"	"	"	X
621-64-7	N-Nitrosodi-n-propylamine	< 5.15		µg/l	5.15	1.14	1	"	"	"	"	"	X
86-30-6	N-Nitrosodiphenylamine	< 5.15		µg/l	5.15	1.18	1	"	"	"	"	"	X
87-86-5	Pentachlorophenol	< 20.6		µg/l	20.6	1.84	1	"	"	"	"	"	X
85-01-8	Phenanthrene	< 5.15		µg/l	5.15	0.619	1	"	"	"	"	"	X
108-95-2	Phenol	< 5.15		µg/l	5.15	1.08	1	"	"	"	"	"	X
129-00-0	Pyrene	< 5.15		µg/l	5.15	2.55	1	"	"	"	"	"	X
110-86-1	Pyridine	< 5.15		µg/l	5.15	1.89	1	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 5.15		µg/l	5.15	1.02	1	"	"	"	"	"	X
90-12-0	1-Methylnaphthalene	< 5.15		µg/l	5.15	1.13	1	"	"	"	"	"	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
DUP-120111 CB40201-07	60236456	Ground Water	01-Dec-11 00:00	01-Dec-11

AS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Semivolatile Organic Compounds by GCMS													
Semivolatile Organic Compounds Prepared by method SW846 3510C													
95-95-4	2,4,5-Trichlorophenol	< 5.15		µg/l	5.15	1.52	1	SW846 8270D	07-Dec-11	09-Dec-11	ML	1125468	X
88-06-2	2,4,6-Trichlorophenol	< 5.15		µg/l	5.15	1.00	1	"	"	"	"	"	X
82-68-8	Pentachloronitrobenzene	< 5.15		µg/l	5.15	1.66	1	"	"	"	"	"	X
95-94-3	1,2,4,5-Tetrachlorobenzene	< 5.15		µg/l	5.15	0.711	1	"	"	"	"	"	X
Surrogate recoveries:													
321-60-8	*2-Fluorobiphenyl*	*66*			*30-130 %*			"	"	"	"	"	
367-12-4	*2-Fluorophenol*	*45*			*15-110 %*			"	"	"	"	"	
4165-60-0	*Nitrobenzene-d5*	*59*			*30-130 %*			"	"	"	"	"	
4165-62-2	*Phenol-d5*	*35*			*15-110 %*			"	"	"	"	"	
1718-51-0	*Terphenyl-dl4*	*82*			*30-130 %*			"	"	"	"	"	
118-79-6	*2,4,6-Tribromophenol*	*106*			*15-110 %*			"	"	"	"	"	
Tentatively Identified Compounds Prepared by method SW846 3510C													
	Tentatively Identified Compounds	None found		µg/l			1	8270D TICS	"	"	ML	"	
Extractable Petroleum Hydrocarbons													
Fingerprinting by GC Prepared by method SW846 3510C													
	Total Petroleum Hydrocarbons	0.8		mg/l	0.2	0.02	1	SW846 8100Mod.	02-Dec-11	06-Dec-11	SEW	1125096	
Surrogate recoveries:													
3386-33-2	*1-Chlorooctadecane*	*98*			*40-140 %*			"	"	"	"	"	
Total Metals by EPA 200/6000 Series Methods													
	Preservation	Lab Preserved		N/A			1	EPA 200/6000 methods	02-Dec-11	02-Dec-11	AMT	1125095	
Total Metals by EPA 6000/7000 Series Methods													
7440-22-4	Silver	< 0.0050		mg/l	0.0050	0.0020	1	SW846 6010C	08-Dec-11	09-Dec-11	LR	1125626	X
7440-38-2	Arsenic	< 0.0040		mg/l	0.0040	0.0032	1	"	"	"	"	"	X
7440-39-3	Barium	0.0178		mg/l	0.0050	0.0034	1	"	"	"	"	"	X
7440-43-9	Cadmium	< 0.0025		mg/l	0.0025	0.0001	1	"	"	"	"	"	X
7440-47-3	Chromium	< 0.0050		mg/l	0.0050	0.0034	1	"	"	"	"	"	X
7439-92-1	Lead	< 0.0075		mg/l	0.0075	0.0045	1	"	"	"	"	"	X
7782-49-2	Selenium	< 0.0150		mg/l	0.0150	0.0024	1	"	"	"	"	"	X
Total Metals by EPA 200 Series Methods													
7439-97-6	Mercury	< 0.00020		mg/l	0.00020	0.00007	1	EPA 245.1/7470A	08-Dec-11	09-Dec-11	EDT	1125627	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
Trip Blank-120111 SB40201-08	60236456	Aqueous	01-Dec-11 00:00	01-Dec-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
Volatile Organic Compounds													
Prepared by method SW846 5030 Water MS													
76-13-1	1,1,2-Trichlorotrifluoroethane (Freon 113)	< 1.0		µg/l	1.0	0.6	1	SW846 8260C	12-Dec-11	13-Dec-11	JRO	1125889	X
67-64-1	Acetone	< 10.0		µg/l	10.0	2.6	1	"	"	"	"	"	X
107-13-1	Acrylonitrile	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
71-43-2	Benzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-86-1	Bromobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	
74-97-5	Bromochloromethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-27-4	Bromodichloromethane	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
75-25-2	Bromoform	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
74-83-9	Bromomethane	< 2.0		µg/l	2.0	1.1	1	"	"	"	"	"	X
78-93-3	2-Butanone (MEK)	< 10.0		µg/l	10.0	1.7	1	"	"	"	"	"	X
104-51-8	n-Butylbenzene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
135-98-8	sec-Butylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
98-06-6	tert-Butylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-15-0	Carbon disulfide	< 2.0		µg/l	2.0	0.6	1	"	"	"	"	"	X
56-23-5	Carbon tetrachloride	< 1.0		µg/l	1.0	0.5	1	"	"	"	"	"	X
108-90-7	Chlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-00-3	Chloroethane	< 2.0		µg/l	2.0	1.0	1	"	"	"	"	"	X
67-66-3	Chloroform	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
74-87-3	Chloromethane	< 2.0		µg/l	2.0	1.5	1	"	"	"	"	"	X
95-49-8	2-Chlorotoluene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
106-43-4	4-Chlorotoluene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
96-12-8	1,2-Dibromo-3-chloropropane	< 2.0		µg/l	2.0	0.9	1	"	"	"	"	"	X
124-48-1	Dibromochloromethane	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
106-93-4	1,2-Dibromoethane (EDB)	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
74-95-3	Dibromomethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
95-50-1	1,2-Dichlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
541-73-1	1,3-Dichlorobenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
106-46-7	1,4-Dichlorobenzene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
75-71-8	Dichlorodifluoromethane (Freon12)	< 2.0		µg/l	2.0	0.4	1	"	"	"	"	"	X
75-34-3	1,1-Dichloroethane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
107-06-2	1,2-Dichloroethane	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
75-35-4	1,1-Dichloroethene	< 1.0		µg/l	1.0	0.5	1	"	"	"	"	"	X
156-59-2	cis-1,2-Dichloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
156-60-5	trans-1,2-Dichloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
78-87-5	1,2-Dichloropropane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
142-28-9	1,3-Dichloropropane	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
594-20-7	2,2-Dichloropropane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
563-58-6	1,1-Dichloropropene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
10061-01-5	cis-1,3-Dichloropropene	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
10061-02-6	trans-1,3-Dichloropropene	< 0.5		µg/l	0.5	0.5	1	"	"	"	"	"	X
100-41-4	Ethylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
87-68-3	Hexachlorobutadiene	< 0.5		µg/l	0.5	0.4	1	"	"	"	"	"	X
591-78-6	2-Hexanone (MBK)	< 10.0		µg/l	10.0	0.5	1	"	"	"	"	"	X

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
Trip Blank-120111	60236456	Aqueous	01-Dec-11 00:00	01-Dec-11
SB40201-08				

AS No.	*Analyte(s)*	*Result*	*Flag*	*Units*	**RDL*	*MDL*	*Dilution*	*Method Ref.*	*Prepared*	*Analyzed*	*Analyst*	*Batch*	*Cert.*
Volatile Organic Compounds													
Volatile Organic Compounds													
Prepared by method SW846 5030 Water MS													
98-82-8	Isopropylbenzene	< 1.0		µg/l	1.0	0.6	1	SW846 8260C	12-Dec-11	13-Dec-11	JRO	1125889	X
99-87-6	4-Isopropyltoluene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
1634-04-4	Methyl tert-butyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-10-1	4-Methyl-2-pentanone (MIBK)	< 10.0		µg/l	10.0	0.9	1	"	"	"	"	"	X
75-09-2	Methylene chloride	< 2.0		µg/l	2.0	0.7	1	"	"	"	"	"	X
91-20-3	Naphthalene	< 1.0		µg/l	1.0	0.3	1	"	"	"	"	"	X
103-65-1	n-Propylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
100-42-5	Styrene	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
630-20-6	1,1,1,2-Tetrachloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-34-5	1,1,2,2-Tetrachloroethane	< 0.5		µg/l	0.5	0.3	1	"	"	"	"	"	X
127-18-4	Tetrachloroethene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
108-88-3	Toluene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
87-61-6	1,2,3-Trichlorobenzene	< 1.0		µg/l	1.0	0.4	1	"	"	"	"	"	X
120-82-1	1,2,4-Trichlorobenzene	< 1.0		µg/l	1.0	0.4	1	"	"	"	"	"	X
108-70-3	1,3,5-Trichlorobenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	
71-55-6	1,1,1-Trichloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-00-5	1,1,2-Trichloroethane	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
79-01-6	Trichloroethene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
9-4	Trichlorofluoromethane (Freon 11)	< 1.0		µg/l	1.0	0.6	1	"	"	"	"	"	X
96-18-4	1,2,3-Trichloropropane	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
95-63-6	1,2,4-Trimethylbenzene	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
108-67-8	1,3,5-Trimethylbenzene	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-01-4	Vinyl chloride	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
179601-23-1	m,p-Xylene	< 2.0		µg/l	2.0	1.6	1	"	"	"	"	"	X
95-47-6	o-Xylene	< 1.0		µg/l	1.0	0.9	1	"	"	"	"	"	X
109-99-9	Tetrahydrofuran	< 2.0		µg/l	2.0	1.4	1	"	"	"	"	"	
60-29-7	Ethyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	
994-05-8	Tert-amyl methyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
637-92-3	Ethyl tert-butyl ether	< 1.0		µg/l	1.0	0.8	1	"	"	"	"	"	X
108-20-3	Di-isopropyl ether	< 1.0		µg/l	1.0	0.7	1	"	"	"	"	"	X
75-65-0	Tert-Butanol / butyl alcohol	< 10.0		µg/l	10.0	8.6	1	"	"	"	"	"	X
123-91-1	1,4-Dioxane	< 20.0		µg/l	20.0	14.0	1	"	"	"	"	"	X
110-57-6	trans-1,4-Dichloro-2-buten e	< 5.0		µg/l	5.0	0.8	1	"	"	"	"	"	X
64-17-5	Ethanol	< 400		µg/l	400	35.7	1	"	"	"	"	"	X
Surrogate recoveries:													
460-00-4	*4-Bromofluorobenzene*	*90*			*70-130 %*			"	"	"	"	"	
2037-26-5	*Toluene-d8*	*100*			*70-130 %*			"	"	"	"	"	
17060-07-0	*1,2-Dichloroethane-d4*	*106*			*70-130 %*			"	"	"	"	"	
1868-53-7	*Dibromofluoromethane*	*108*			*70-130 %*			"	"	"	"	"	
ntatively Identified Compounds by GC/MS													
repared by method SW846 5030 Water MS													

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
Trip Blank-120111 SB40201-08	60236456	Aqueous	01-Dec-11 00:00	01-Dec-11

CAS No.	*Analyte(s)*	*Result*	*Flag*	*Units*	**RDL*	*MDL*	*Dilution*	*Method Ref.*	*Prepared*	*Analyzed*	*Analyst*	*Batch*	*Cert.*
Volatile Organic Compounds													
Tentatively Identified Compounds by GC/MS													
Prepared by method SW846 5030 Water MS													
	Tentatively Identified Compounds	None found		µg/l			1	SW846 8260C TICs	12-Dec-11	13-Dec-11	JRO	1125889	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
Soil WC-120111	60236456	Soil	01-Dec-11 13:30	01-Dec-11
CB40201-09				

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Volatile Organic Compounds													
	TCLP Extraction	Completed	ExL	N/A			1	SW846 1311	08-Dec-11	09-Dec-11	KK	1125644	X
Gasoline Range Organics													
Prepared by method VPH - EPA 5030B							Initial weight: 15.1 g						
	Gasoline Range Organics	7.2		mg/kg dry	4.5	0.1	50	Mod 8015	05-Dec-11	06-Dec-11	mp	1125225	X
Surrogate recoveries:													
615-59-8	*2,5-Dibromotoluene (PID)*	*88*			*70-130 %*			"	"	"	"	"	X
615-59-8	*2,5-Dibromotoluene (FID)*	*86*			*70-130 %*			"	"	"	"	"	X
TCLP Volatile Organic Compounds by GC/MS(TCL)													
Prepared by method SW846 5030 Water MS							Initial weight: 5 ml						
71-43-2	Benzene	< 5.0		µg/l	5.0	3.3	5	SW846 1311/8260C	13-Dec-11	13-Dec-11	eq	1125995	
78-93-3	2-Butanone (MEK)	< 50.0		µg/l	50.0	8.7	5	"	"	"	"	"	
56-23-5	Carbon tetrachloride	< 5.0		µg/l	5.0	2.7	5	"	"	"	"	"	
108-90-7	Chlorobenzene	< 5.0		µg/l	5.0	3.3	5	"	"	"	"	"	
67-66-3	Chloroform	< 5.0		µg/l	5.0	3.4	5	"	"	"	"	"	
107-06-2	1,2-Dichloroethane	< 5.0		µg/l	5.0	3.9	5	"	"	"	"	"	
75-35-4	1,1-Dichloroethene	< 5.0		µg/l	5.0	2.4	5	"	"	"	"	"	
127-18-4	Tetrachloroethene	< 5.0		µg/l	5.0	3.7	5	"	"	"	"	"	
79-01-6	Trichloroethene	< 5.0		µg/l	5.0	3.8	5	"	"	"	"	"	
75-01-4	Vinyl chloride	< 5.0		µg/l	5.0	4.0	5	"	"	"	"	"	
Surrogate recoveries:													
00-4	*4-Bromofluorobenzene*	*93*			*70-130 %*			"	"	"	"	"	
2037-26-5	*Toluene-d8*	*97*			*70-130 %*			"	"	"	"	"	
17060-07-0	*1,2-Dichloroethane-d4*	*93*			*70-130 %*			"	"	"	"	"	
1868-53-7	*Dibromofluoromethane*	*98*			*70-130 %*			"	"	"	"	"	
Semivolatile Organic Compounds by GCMS													
	TCLP Extraction	Completed	ExL	N/A			1	SW846 1311	08-Dec-11	09-Dec-11	KK	1125650	X
	TCLP Extraction	Completed	ExL	N/A			1	"	08-Dec-11	09-Dec-11	"	1125646	X
TCLP Semivolatiles (TCL)													
Prepared by method SW846 3535													
106-46-7	1,4-Dichlorobenzene	< 5.00		µg/l	5.00	0.350	1	SW846 1311/8270D	09-Dec-11	11-Dec-11	ML	1125720	X
121-14-2	2,4-Dinitrotoluene	< 5.00		µg/l	5.00	0.730	1	"	"	"	"	"	X
118-74-1	Hexachlorobenzene	< 5.00		µg/l	5.00	0.540	1	"	"	"	"	"	X
87-68-3	Hexachlorobutadiene	< 5.00		µg/l	5.00	0.430	1	"	"	"	"	"	X
67-72-1	Hexachloroethane	< 5.00		µg/l	5.00	0.720	1	"	"	"	"	"	X
95-48-7	2-Methylphenol	< 5.00		µg/l	5.00	0.770	1	"	"	"	"	"	X
108-39-4, 106-44-5	3 & 4-Methylphenol	< 10.0		µg/l	10.0	0.680	1	"	"	"	"	"	X
98-95-3	Nitrobenzene	< 5.00		µg/l	5.00	0.440	1	"	"	"	"	"	X
87-86-5	Pentachlorophenol	< 5.00		µg/l	5.00	0.600	1	"	"	"	"	"	X
110-86-1	Pyridine	< 5.00		µg/l	5.00	0.850	1	"	"	"	"	"	X
95-95-4	2,4,5-Trichlorophenol	< 5.00		µg/l	5.00	0.400	1	"	"	"	"	"	X
88-06-2	2,4,6-Trichlorophenol	< 5.00		µg/l	5.00	0.760	1	"	"	"	"	"	X
Surrogate recoveries:													
321-60-8	*2-Fluorobiphenyl*	*49*			*30-130 %*			"	"	"	"	"	
12-4	*2-Fluorophenol*	*52*			*30-130 %*			"	"	"	"	"	
4165-60-0	*Nitrobenzene-d5*	*45*			*30-130 %*			"	"	"	"	"	
1718-51-0	*Terphenyl-dl4*	*63*			*30-130 %*			"	"	"	"	"	

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
Soil WC-120111 SB40201-09	60236456	Soil	01-Dec-11 13:30	01-Dec-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Semivolatile Organic Compounds by GC													
	TCLP Extraction	Completed	ExL	N/A			1	SW846 1311	08-Dec-11	09-Dec-11	KK	1125649	X
TCLP Pesticides													
Prepared by method SW846 3535													
58-89-9	gamma-BHC (Lindane)	< 0.030		µg/l	0.030	0.021	1	SW846 1311/8081B	09-Dec-11	11-Dec-11	DS	1125721	X
76-44-8	Heptachlor	< 0.030		µg/l	0.030	0.023	1	"	"	"	"	"	X
1024-57-3	Heptachlor epoxide	< 0.030		µg/l	0.030	0.023	1	"	"	"	"	"	X
60-57-1	Dieldrin	< 0.020		µg/l	0.020	0.017	1	"	"	"	"	"	X
72-55-9	4,4'-DDE (p,p')	< 0.030		µg/l	0.030	0.021	1	"	"	"	"	"	X
72-20-8	Endrin	< 0.030		µg/l	0.030	0.024	1	"	"	"	"	"	X
72-54-8	4,4'-DDD (p,p')	< 0.030		µg/l	0.030	0.021	1	"	"	"	"	"	X
50-29-3	4,4'-DDT (p,p')	< 0.030		µg/l	0.030	0.026	1	"	"	"	"	"	X
72-43-5	Methoxychlor	< 0.030		µg/l	0.030	0.022	1	"	"	"	"	"	X
53494-70-5	Endrin ketone	< 0.020		µg/l	0.020	0.017	1	"	"	"	"	"	X
7421-93-4	Endrin aldehyde	< 0.020		µg/l	0.020	0.017	1	"	"	"	"	"	X
8001-35-2	Toxaphene	< 0.350		µg/l	0.350	0.207	1	"	"	"	"	"	X
57-74-9	Chlordane	< 0.070		µg/l	0.070	0.057	1	"	"	"	"	"	X
Surrogate recoveries:													
10386-84-2	*4,4-DB-Octafluorobiphenyl (Sr)*	*48*			*30-150 %*			"	"	"	"	"	
10386-84-2	*4,4-DB-Octafluorobiphenyl (Sr) [2C]*	*45*			*30-150 %*			"	"	"	"	"	
2051-24-3	*Decachlorobiphenyl (Sr)*	*58*			*30-150 %*			"	"	"	"	"	
2051-24-3	*Decachlorobiphenyl (Sr) [2C]*	*47*			*30-150 %*			"	"	"	"	"	
Polychlorinated Biphenyls													
Prepared by method SW846 3545A													
12674-11-2	Aroclor-1016	< 22.2		µg/kg dry	22.2	11.1	1	SW846 8082A	07-Dec-11	07-Dec-11	IMR	1125467	X
11104-28-2	Aroclor-1221	< 22.2		µg/kg dry	22.2	20.0	1	"	"	"	"	"	X
11141-16-5	Aroclor-1232	< 22.2		µg/kg dry	22.2	14.2	1	"	"	"	"	"	X
53469-21-9	Aroclor-1242	< 22.2		µg/kg dry	22.2	13.1	1	"	"	"	"	"	X
12672-29-6	Aroclor-1248	< 22.2		µg/kg dry	22.2	10.9	1	"	"	"	"	"	X
11097-69-1	Aroclor-1254	< 22.2		µg/kg dry	22.2	16.3	1	"	"	"	"	"	X
11096-82-5	Aroclor-1260	< 22.2		µg/kg dry	22.2	8.51	1	"	"	"	"	"	X
37324-23-5	Aroclor-1262	< 22.2		µg/kg dry	22.2	20.7	1	"	"	"	"	"	X
11100-14-4	Aroclor-1268	< 22.2		µg/kg dry	22.2	6.97	1	"	"	"	"	"	X
Surrogate recoveries:													
10386-84-2	*4,4-DB-Octafluorobiphenyl (Sr)*	*70*			*30-150 %*			"	"	"	"	"	
10386-84-2	*4,4-DB-Octafluorobiphenyl (Sr) [2C]*	*95*			*30-150 %*			"	"	"	"	"	
2051-24-3	*Decachlorobiphenyl (Sr)*	*75*			*30-150 %*			"	"	"	"	"	
2051-24-3	*Decachlorobiphenyl (Sr) [2C]*	*75*			*30-150 %*			"	"	"	"	"	
TCLP Herbicides													
Prepared by method SW846 3535									Methylation date: 09-Dec-11				
93-72-1	2,4,5-TP (Silvex)	< 0.100		µg/l	0.100	0.0570	1	SW846 1311/8151A	09-Dec-11	12-Dec-11	TG	1125722	X
94-75-7	2,4-D	< 0.100		µg/l	0.100	0.0840	1	"	"	"	"	"	X
Surrogate recoveries:													

This laboratory report is not valid without an authorized signature on the cover page.

Sample Identification	Client Project #	Matrix	Collection Date/Time	Received
Soil WC-120111 CB40201-09	60236456	Soil	01-Dec-11 13:30	01-Dec-11

CAS No.	Analyte(s)	Result	Flag	Units	*RDL	MDL	Dilution	Method Ref.	Prepared	Analyzed	Analyst	Batch	Cert.
Semivolatile Organic Compounds by GC													
TCLP Herbicides													
Prepared by method SW846 3535									Methylation date: 09-Dec-11				
10386-84-2	*4,4-DB-Octafluorobiphenyl (Sr)*	*46*			*30-150 %*			SW846 1311/8151A	09-Dec-11	12-Dec-11	TG	1125722	
10386-84-2	*4,4-DB-Octafluorobiphenyl (Sr) [2C]*	*43*			*30-150 %*			"	"	"	"	"	
Extractable Petroleum Hydrocarbons													
Diesel Range Organics													
Prepared by method SW846 3545A													
	Diesel Range Organics (DRO)	50.8		mg/kg dry	29.1	16.9	1	8015CM	02-Dec-11	03-Dec-11	SEW	1125077	X
Surrogate recoveries:													
3386-33-2	*1-Chlorooctadecane*	*82*			*40-140 %*			"	"	"	"	"	
TCLP Metals by EPA 1311 & 6000/7000 Series Methods													
	TCLP Extraction	Completed	ExL	N/A			1	SW846 1311	08-Dec-11	09-Dec-11	KK	1125647	X
7440-22-4	Silver	< 0.0100		mg/l	0.0100	0.0045	1	SW846 1311/6010C	09-Dec-11	13-Dec-11	EDT	1125706	X
7440-38-2	Arsenic	< 0.0080		mg/l	0.0080	0.0040	1	"	"	"	"	"	X
7440-39-3	Barium	0.198		mg/l	0.0100	0.0046	1	"	"	"	"	"	X
7440-43-9	Cadmium	< 0.0050		mg/l	0.0050	0.0003	1	"	"	"	"	"	X
7440-47-3	Chromium	< 0.0100		mg/l	0.0100	0.0063	1	"	"	"	"	"	X
7439-97-6	Mercury	< 0.00020		mg/l	0.00020	0.00007	1	SW846 1311/7470A	"	12-Dec-11	EDT	1125707	X
7439-92-1	Lead	< 0.0150		mg/l	0.0150	0.0048	1	SW846 1311/6010C	"	13-Dec-11	EDT	1125706	X
7782-49-2	Selenium	< 0.0300		mg/l	0.0300	0.0050	1	"	"	"	"	"	X
General Chemistry Parameters													
	% Solids	90.1		%			1	SM2540 G Mod.	02-Dec-11	02-Dec-11	DT	1125112	
Toxicity Characteristics													
	Ignitability by Definition	Negative	IgHT	N/A			1	SW846 1030	03-Dec-11 06:40	03-Dec-11 08:56	VK	1125196	X
	pH	7.72	pH	pH Units			1	SW846 9045D	06-Dec-11 10:19	06-Dec-11 10:19	BD	1125362	X
Reactivity Cyanide/Sulfide													
Prepared by method General Preparation													
	Reactivity	Nonreactive		mg/kg dry			1	SW846 Ch. 7.3	08-Dec-11	08-Dec-11	BD	1125623	X
	Reactive Cyanide	< 24.0		mg/kg dry	24.0	2.40	1	"	"	"	"	"	X
	Reactive Sulfide	< 47.9		mg/kg dry	47.9	4.79	1	"	"	"	"	"	X

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125225 - VPH - EPA 5030B										
Blank (1125225-BLK1)						Prepared & Analyzed: 05-Dec-11				
Gasoline Range Organics	< 3.8		mg/kg wet	3.8						
Surrogate: 2,5-Dibromotoluene (PID)	*38.9*		mg/kg wet		*50.0*		*78*	*70-130*		
Surrogate: 2,5-Dibromotoluene (FID)	*38.4*		mg/kg wet		*50.0*		*77*	*70-130*		
LCS (1125225-BS1)						Prepared & Analyzed: 05-Dec-11				
Gasoline Range Organics	**251**		mg/kg wet		280		89	70-130		
Surrogate: 2,5-Dibromotoluene (PID)	*36.5*		mg/kg wet		*50.0*		*73*	*70-130*		
Surrogate: 2,5-Dibromotoluene (FID)	*35.2*		mg/kg wet		*50.0*		*70*	*70-130*		
LCS Dup (1125225-BSD1)						Prepared & Analyzed: 05-Dec-11				
Gasoline Range Organics	**273**		mg/kg wet		280		98	70-130	9	25
Surrogate: 2,5-Dibromotoluene (PID)	*41.0*		mg/kg wet		*50.0*		*82*	*70-130*		
Surrogate: 2,5-Dibromotoluene (FID)	*40.6*		mg/kg wet		*50.0*		*81*	*70-130*		
Batch 1125886 - SW846 5030 Water MS										
Blank (1125886-BLK1)						Prepared & Analyzed: 12-Dec-11				
Tentatively Identified Compounds	**None found**		µg/l							
1,1,2-Trichlorotrifluoroethane (Freon 113)	< 1.0		µg/l	1.0						
Acetone	< 10.0		µg/l	10.0						
Acrylonitrile	< 0.5		µg/l	0.5						
Benzene	< 1.0		µg/l	1.0						
Bromobenzene	< 1.0		µg/l	1.0						
Bromochloromethane	< 1.0		µg/l	1.0						
Bromodichloromethane	< 0.5		µg/l	0.5						
Bromoform	< 1.0		µg/l	1.0						
Bromomethane	< 2.0		µg/l	2.0						
2-Butanone (MEK)	< 10.0		µg/l	10.0						
n-Butylbenzene	< 1.0		µg/l	1.0						
sec-Butylbenzene	< 1.0		µg/l	1.0						
tert-Butylbenzene	< 1.0		µg/l	1.0						
Carbon disulfide	< 2.0		µg/l	2.0						
Carbon tetrachloride	< 1.0		µg/l	1.0						
Chlorobenzene	< 1.0		µg/l	1.0						
Chloroethane	< 2.0		µg/l	2.0						
Chloroform	< 1.0		µg/l	1.0						
Chloromethane	< 2.0		µg/l	2.0						
2-Chlorotoluene	< 1.0		µg/l	1.0						
4-Chlorotoluene	< 1.0		µg/l	1.0						
1,2-Dibromo-3-chloropropane	< 2.0		µg/l	2.0						
Dibromochloromethane	< 0.5		µg/l	0.5						
1,2-Dibromoethane (EDB)	< 0.5		µg/l	0.5						
Dibromomethane	< 1.0		µg/l	1.0						
1,2-Dichlorobenzene	< 1.0		µg/l	1.0						
1,3-Dichlorobenzene	< 1.0		µg/l	1.0						
1,4-Dichlorobenzene	< 1.0		µg/l	1.0						
Dichlorodifluoromethane (Freon12)	< 2.0		µg/l	2.0						
1,1-Dichloroethane	< 1.0		µg/l	1.0						
1,2-Dichloroethane	< 1.0		µg/l	1.0						
1,1-Dichloroethene	< 1.0		µg/l	1.0						
cis-1,2-Dichloroethene	< 1.0		µg/l	1.0						
trans-1,2-Dichloroethene	< 1.0		µg/l	1.0						
1,2-Dichloropropane	< 1.0		µg/l	1.0						
1,3-Dichloropropane	< 1.0		µg/l	1.0						

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125886 - SW846 5030 Water MS										
Blank (1125886-BLK1)						Prepared & Analyzed: 12-Dec-11				
2,2-Dichloropropane	< 1.0		µg/l	1.0						
1,1-Dichloropropene	< 1.0		µg/l	1.0						
cis-1,3-Dichloropropene	< 0.5		µg/l	0.5						
trans-1,3-Dichloropropene	< 0.5		µg/l	0.5						
Ethylbenzene	< 1.0		µg/l	1.0						
Hexachlorobutadiene	< 0.5		µg/l	0.5						
2-Hexanone (MBK)	< 10.0		µg/l	10.0						
Isopropylbenzene	< 1.0		µg/l	1.0						
4-Isopropyltoluene	< 1.0		µg/l	1.0						
Methyl tert-butyl ether	< 1.0		µg/l	1.0						
4-Methyl-2-pentanone (MIBK)	< 10.0		µg/l	10.0						
Methylene chloride	< 2.0		µg/l	2.0						
Naphthalene	< 1.0		µg/l	1.0						
n-Propylbenzene	< 1.0		µg/l	1.0						
Styrene	< 1.0		µg/l	1.0						
1,1,1,2-Tetrachloroethane	< 1.0		µg/l	1.0						
1,1,2,2-Tetrachloroethane	< 0.5		µg/l	0.5						
Tetrachloroethene	< 1.0		µg/l	1.0						
Toluene	< 1.0		µg/l	1.0						
1,2,3-Trichlorobenzene	< 1.0		µg/l	1.0						
1,2,4-Trichlorobenzene	< 1.0		µg/l	1.0						
1,3,5-Trichlorobenzene	< 1.0		µg/l	1.0						
1,1,1-Trichloroethane	< 1.0		µg/l	1.0						
1,1,2-Trichloroethane	< 1.0		µg/l	1.0						
Trichloroethene	< 1.0		µg/l	1.0						
Trichlorofluoromethane (Freon 11)	< 1.0		µg/l	1.0						
1,2,3-Trichloropropane	< 1.0		µg/l	1.0						
1,2,4-Trimethylbenzene	< 1.0		µg/l	1.0						
1,3,5-Trimethylbenzene	< 1.0		µg/l	1.0						
Vinyl chloride	< 1.0		µg/l	1.0						
m,p-Xylene	< 2.0		µg/l	2.0						
o-Xylene	< 1.0		µg/l	1.0						
Tetrahydrofuran	< 2.0		µg/l	2.0						
Ethyl ether	< 1.0		µg/l	1.0						
Tert-amyl methyl ether	< 1.0		µg/l	1.0						
Ethyl tert-butyl ether	< 1.0		µg/l	1.0						
Di-isopropyl ether	< 1.0		µg/l	1.0						
Tert-Butanol / butyl alcohol	< 10.0		µg/l	10.0						
1,4-Dioxane	< 20.0		µg/l	20.0						
trans-1,4-Dichloro-2-butene	< 5.0		µg/l	5.0						
Ethanol	< 400		µg/l	400						
Surrogate: 4-Bromofluorobenzene	*45.2*		µg/l		*50.0*		*90*	*70-130*		
Surrogate: Toluene-d8	*49.5*		µg/l		*50.0*		*99*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*52.5*		µg/l		*50.0*		*105*	*70-130*		
Surrogate: Dibromofluoromethane	*55.4*		µg/l		*50.0*		*111*	*70-130*		
LCS (1125886-BS1)						Prepared & Analyzed: 12-Dec-11				
1,1,2-Trichlorotrifluoroethane (Freon 113)	**22.7**		µg/l		20.0		114	70-130		
Acetone	**21.8**		µg/l		20.0		109	70-130		
Acrylonitrile	**19.8**		µg/l		20.0		99	70-130		
Benzene	**18.5**		µg/l		20.0		92	70-130		
Bromobenzene	**23.5**		µg/l		20.0		117	70-130		

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125886 - SW846 5030 Water MS										
LCS (1125886-BS1)					Prepared & Analyzed: 12-Dec-11					
Bromochloromethane	**19.4**		µg/l		20.0		97	70-130		
Bromodichloromethane	**21.2**		µg/l		20.0		106	70-130		
Bromoform	**32.0**	QC2	µg/l		20.0		160	70-130		
Bromomethane	**26.2**		µg/l		20.0		131	70-130		
2-Butanone (MEK)	**14.7**		µg/l		20.0		74	70-130		
n-Butylbenzene	**17.2**		µg/l		20.0		86	70-130		
sec-Butylbenzene	**22.7**		µg/l		20.0		113	70-130		
tert-Butylbenzene	**23.9**		µg/l		20.0		119	70-130		
Carbon disulfide	**21.0**		µg/l		20.0		105	70-130		
Carbon tetrachloride	**28.1**	QC2	µg/l		20.0		141	70-130		
Chlorobenzene	**19.4**		µg/l		20.0		97	70-130		
Chloroethane	**20.4**		µg/l		20.0		102	70-130		
Chloroform	**22.0**		µg/l		20.0		110	70-130		
Chloromethane	**20.9**		µg/l		20.0		104	70-130		
2-Chlorotoluene	**20.0**		µg/l		20.0		100	70-130		
4-Chlorotoluene	**20.4**		µg/l		20.0		102	70-130		
1,2-Dibromo-3-chloropropane	**18.7**		µg/l		20.0		94	70-130		
Dibromochloromethane	**25.0**		µg/l		20.0		125	70-130		
1,2-Dibromoethane (EDB)	**20.9**		µg/l		20.0		104	70-130		
Dibromomethane	**18.9**		µg/l		20.0		94	70-130		
1,2-Dichlorobenzene	**18.6**		µg/l		20.0		93	70-130		
1,3-Dichlorobenzene	**24.0**		µg/l		20.0		120	70-130		
1,4-Dichlorobenzene	**18.3**		µg/l		20.0		91	70-130		
Dichlorodifluoromethane (Freon12)	**20.1**		µg/l		20.0		100	70-130		
1,1-Dichloroethane	**17.6**		µg/l		20.0		88	70-130		
1,2-Dichloroethane	**19.1**		µg/l		20.0		95	70-130		
1,1-Dichloroethene	**21.6**		µg/l		20.0		108	70-130		
cis-1,2-Dichloroethene	**18.4**		µg/l		20.0		92	70-130		
trans-1,2-Dichloroethene	**21.1**		µg/l		20.0		106	70-130		
1,2-Dichloropropane	**18.8**		µg/l		20.0		94	70-130		
1,3-Dichloropropane	**18.4**		µg/l		20.0		92	70-130		
2,2-Dichloropropane	**24.1**		µg/l		20.0		120	70-130		
1,1-Dichloropropene	**18.3**		µg/l		20.0		91	70-130		
cis-1,3-Dichloropropene	**20.6**		µg/l		20.0		103	70-130		
trans-1,3-Dichloropropene	**23.9**		µg/l		20.0		119	70-130		
Ethylbenzene	**19.0**		µg/l		20.0		95	70-130		
Hexachlorobutadiene	**22.7**		µg/l		20.0		114	70-130		
2-Hexanone (MBK)	**18.6**		µg/l		20.0		93	70-130		
Isopropylbenzene	**21.1**		µg/l		20.0		106	70-130		
4-Isopropyltoluene	**18.0**		µg/l		20.0		90	70-130		
Methyl tert-butyl ether	**18.6**		µg/l		20.0		93	70-130		
4-Methyl-2-pentanone (MIBK)	**18.8**		µg/l		20.0		94	70-130		
Methylene chloride	**20.6**		µg/l		20.0		103	70-130		
Naphthalene	**19.8**		µg/l		20.0		99	70-130		
n-Propylbenzene	**21.1**		µg/l		20.0		105	70-130		
Styrene	**20.6**		µg/l		20.0		103	70-130		
1,1,1,2-Tetrachloroethane	**26.6**		µg/l		20.0		128	70-130		
1,1,2,2-Tetrachloroethane	**20.1**		µg/l		20.0		100	70-130		
Tetrachloroethene	**23.3**		µg/l		20.0		116	70-130		
Toluene	**18.9**		µg/l		20.0		94	70-130		
1,2,3-Trichlorobenzene	**20.4**		µg/l		20.0		102	70-130		
1,2,4-Trichlorobenzene	**20.5**		µg/l		20.0		102	70-130		

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125886 - SW846 5030 Water MS										
LCS (1125886-BS1)					Prepared & Analyzed: 12-Dec-11					
1,3,5-Trichlorobenzene	**20.1**		µg/l		20.0		101	70-130		
1,1,1-Trichloroethane	**23.4**		µg/l		20.0		117	70-130		
1,1,2-Trichloroethane	**18.6**		µg/l		20.0		93	70-130		
Trichloroethene	**19.4**		µg/l		20.0		97	70-130		
Trichlorofluoromethane (Freon 11)	**21.8**		µg/l		20.0		109	70-130		
1,2,3-Trichloropropane	**19.2**		µg/l		20.0		96	70-130		
1,2,4-Trimethylbenzene	**22.7**		µg/l		20.0		114	70-130		
1,3,5-Trimethylbenzene	**22.8**		µg/l		20.0		114	70-130		
Vinyl chloride	**22.4**		µg/l		20.0		112	70-130		
m,p-Xylene	**42.8**		µg/l		40.0		107	70-130		
o-Xylene	**21.6**		µg/l		20.0		108	70-130		
Tetrahydrofuran	**18.4**		µg/l		20.0		92	70-130		
Ethyl ether	**21.1**		µg/l		20.0		105	70-130		
Tert-amyl methyl ether	**18.8**		µg/l		20.0		94	70-130		
Ethyl tert-butyl ether	**19.3**		µg/l		20.0		96	70-130		
Di-isopropyl ether	**18.5**		µg/l		20.0		93	70-130		
Tert-Butanol / butyl alcohol	**198**		µg/l		200		99	70-130		
1,4-Dioxane	**180**		µg/l		200		90	70-130		
trans-1,4-Dichloro-2-butene	**23.3**		µg/l		20.0		116	70-130		
Ethanol	**312**		µg/l		400		78	70-130		
Surrogate: 4-Bromofluorobenzene	*52.1*		µg/l		*50.0*		*104*	*70-130*		
Surrogate: Toluene-d8	*49.9*		µg/l		*50.0*		*100*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*50.3*		µg/l		*50.0*		*101*	*70-130*		
Surrogate: Dibromofluoromethane	*55.3*		µg/l		*50.0*		*111*	*70-130*		
LCS Dup (1125886-BSD1)					Prepared & Analyzed: 12-Dec-11					
1,1,2-Trichlorotrifluoroethane (Freon 113)	**22.4**		µg/l		20.0		112	70-130	1	25
Acetone	**18.0**		µg/l		20.0		90	70-130	19	50
Acrylonitrile	**19.1**		µg/l		20.0		96	70-130	3	25
Benzene	**18.0**		µg/l		20.0		90	70-130	3	25
Bromobenzene	**21.9**		µg/l		20.0		109	70-130	7	25
Bromochloromethane	**20.6**		µg/l		20.0		103	70-130	6	25
Bromodichloromethane	**21.2**		µg/l		20.0		106	70-130	0.2	25
Bromoform	**30.0**	QC2	µg/l		20.0		150	70-130	7	25
Bromomethane	**23.8**		µg/l		20.0		119	70-130	9	50
2-Butanone (MEK)	**21.4**		µg/l		20.0		107	70-130	37	50
n-Butylbenzene	**17.2**		µg/l		20.0		86	70-130	0.2	25
sec-Butylbenzene	**21.6**		µg/l		20.0		108	70-130	5	25
tert-Butylbenzene	**21.8**		µg/l		20.0		109	70-130	9	25
Carbon disulfide	**20.5**		µg/l		20.0		103	70-130	2	25
Carbon tetrachloride	**27.1**	QC2	µg/l		20.0		135	70-130	4	25
Chlorobenzene	**18.6**		µg/l		20.0		93	70-130	4	25
Chloroethane	**18.0**		µg/l		20.0		90	70-130	13	50
Chloroform	**21.3**		µg/l		20.0		106	70-130	3	25
Chloromethane	**19.1**		µg/l		20.0		95	70-130	9	25
2-Chlorotoluene	**18.7**		µg/l		20.0		93	70-130	7	25
4-Chlorotoluene	**19.5**		µg/l		20.0		97	70-130	5	25
1,2-Dibromo-3-chloropropane	**19.4**		µg/l		20.0		97	70-130	4	25
Dibromochloromethane	**24.1**		µg/l		20.0		121	70-130	4	50
1,2-Dibromoethane (EDB)	**20.3**		µg/l		20.0		101	70-130	3	25
Dibromomethane	**18.5**		µg/l		20.0		93	70-130	2	25
1,2-Dichlorobenzene	**17.6**		µg/l		20.0		88	70-130	6	25

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125886 - SW846 5030 Water MS										
LCS Dup (1125886-BSD1)					Prepared & Analyzed: 12-Dec-11					
1,3-Dichlorobenzene	**22.2**		µg/l		20.0		111	70-130	8	25
1,4-Dichlorobenzene	**17.6**		µg/l		20.0		88	70-130	4	25
Dichlorodifluoromethane (Freon12)	**18.5**		µg/l		20.0		93	70-130	8	50
1,1-Dichloroethane	**17.9**		µg/l		20.0		89	70-130	2	25
1,2-Dichloroethane	**19.5**		µg/l		20.0		97	70-130	2	25
1,1-Dichloroethene	**21.7**		µg/l		20.0		108	70-130	0.4	25
cis-1,2-Dichloroethene	**18.0**		µg/l		20.0		90	70-130	3	25
trans-1,2-Dichloroethene	**21.0**		µg/l		20.0		105	70-130	0.6	25
1,2-Dichloropropane	**18.4**		µg/l		20.0		92	70-130	2	25
1,3-Dichloropropane	**18.0**		µg/l		20.0		90	70-130	3	25
2,2-Dichloropropane	**22.6**		µg/l		20.0		113	70-130	6	25
1,1-Dichloropropene	**17.9**		µg/l		20.0		90	70-130	2	25
cis-1,3-Dichloropropene	**20.2**		µg/l		20.0		101	70-130	2	25
trans-1,3-Dichloropropene	**22.7**		µg/l		20.0		114	70-130	5	25
Ethylbenzene	**18.2**		µg/l		20.0		91	70-130	5	25
Hexachlorobutadiene	**22.0**		µg/l		20.0		110	70-130	3	50
2-Hexanone (MBK)	**19.5**		µg/l		20.0		98	70-130	5	25
Isopropylbenzene	**20.1**		µg/l		20.0		100	70-130	5	25
4-Isopropyltoluene	**17.4**		µg/l		20.0		87	70-130	3	25
Methyl tert-butyl ether	**19.6**		µg/l		20.0		98	70-130	5	25
4-Methyl-2-pentanone (MIBK)	**20.4**		µg/l		20.0		102	70-130	8	50
Methylene chloride	**20.4**		µg/l		20.0		102	70-130	1	25
Naphthalene	**19.0**		µg/l		20.0		95	70-130	4	25
n-Propylbenzene	**20.0**		µg/l		20.0		100	70-130	5	25
Styrene	**19.7**		µg/l		20.0		98	70-130	5	25
1,1,1,2-Tetrachloroethane	**24.3**		µg/l		20.0		122	70-130	5	25
1,1,2,2-Tetrachloroethane	**19.4**		µg/l		20.0		97	70-130	4	25
Tetrachloroethene	**22.6**		µg/l		20.0		113	70-130	3	25
Toluene	**17.9**		µg/l		20.0		89	70-130	5	25
1,2,3-Trichlorobenzene	**20.1**		µg/l		20.0		100	70-130	1	25
1,2,4-Trichlorobenzene	**20.2**		µg/l		20.0		101	70-130	1	25
1,3,5-Trichlorobenzene	**19.2**		µg/l		20.0		96	70-130	5	25
1,1,1-Trichloroethane	**21.7**		µg/l		20.0		109	70-130	7	25
1,1,2-Trichloroethane	**18.5**		µg/l		20.0		93	70-130	0.3	25
Trichloroethene	**18.2**		µg/l		20.0		91	70-130	7	25
Trichlorofluoromethane (Freon 11)	**21.2**		µg/l		20.0		106	70-130	3	50
1,2,3-Trichloropropane	**18.5**		µg/l		20.0		92	70-130	4	25
1,2,4-Trimethylbenzene	**21.5**		µg/l		20.0		108	70-130	6	25
1,3,5-Trimethylbenzene	**21.2**		µg/l		20.0		106	70-130	8	25
Vinyl chloride	**22.6**		µg/l		20.0		113	70-130	0.6	25
m,p-Xylene	**40.0**		µg/l		40.0		100	70-130	7	25
o-Xylene	**20.4**		µg/l		20.0		102	70-130	6	25
Tetrahydrofuran	**18.2**		µg/l		20.0		91	70-130	1	25
Ethyl ether	**19.2**		µg/l		20.0		96	70-130	9	50
Tert-amyl methyl ether	**20.2**		µg/l		20.0		101	70-130	7	25
Ethyl tert-butyl ether	**19.2**		µg/l		20.0		96	70-130	0.6	25
Di-isopropyl ether	**18.6**		µg/l		20.0		93	70-130	0.3	25
Tert-Butanol / butyl alcohol	**204**		µg/l		200		102	70-130	3	25
1,4-Dioxane	**161**		µg/l		200		81	70-130	11	25
trans-1,4-Dichloro-2-butene	**24.1**		µg/l		20.0		120	70-130	3	25
Ethanol	**292**		µg/l		400		73	70-130	7	30

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125886 - SW846 5030 Water MS										
LCS Dup (1125886-BSD1)					Prepared & Analyzed: 12-Dec-11					
Surrogate: 4-Bromofluorobenzene	*50.6*		µg/l		*50.0*		*101*	*70-130*		
Surrogate: Toluene-d8	*49.1*		µg/l		*50.0*		*98*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*50.2*		µg/l		*50.0*		*100*	*70-130*		
Surrogate: Dibromofluoromethane	*52.4*		µg/l		*50.0*		*105*	*70-130*		
Batch 1125889 - SW846 5030 Water MS										
Blank (1125889-BLK1)					Prepared: 12-Dec-11 Analyzed: 13-Dec-11					
Tentatively Identified Compounds	**None found**		µg/l							
1,1,2-Trichlorotrifluoroethane (Freon 113)	< 1.0		µg/l	1.0						
Acetone	< 10.0		µg/l	10.0						
Acrylonitrile	< 0.5		µg/l	0.5						
Benzene	< 1.0		µg/l	1.0						
Bromobenzene	< 1.0		µg/l	1.0						
Bromochloromethane	< 1.0		µg/l	1.0						
Bromodichloromethane	< 0.5		µg/l	0.5						
Bromoform	< 1.0		µg/l	1.0						
Bromomethane	< 2.0		µg/l	2.0						
2-Butanone (MEK)	< 10.0		µg/l	10.0						
n-Butylbenzene	< 1.0		µg/l	1.0						
sec-Butylbenzene	< 1.0		µg/l	1.0						
tert-Butylbenzene	< 1.0		µg/l	1.0						
Carbon disulfide	< 2.0		µg/l	2.0						
Carbon tetrachloride	< 1.0		µg/l	1.0						
Chlorobenzene	< 1.0		µg/l	1.0						
Chloroethane	< 2.0		µg/l	2.0						
Chloroform	< 1.0		µg/l	1.0						
Chloromethane	< 2.0		µg/l	2.0						
2-Chlorotoluene	< 1.0		µg/l	1.0						
4-Chlorotoluene	< 1.0		µg/l	1.0						
1,2-Dibromo-3-chloropropane	< 2.0		µg/l	2.0						
Dibromochloromethane	< 0.5		µg/l	0.5						
1,2-Dibromoethane (EDB)	< 0.5		µg/l	0.5						
Dibromomethane	< 1.0		µg/l	1.0						
1,2-Dichlorobenzene	< 1.0		µg/l	1.0						
1,3-Dichlorobenzene	< 1.0		µg/l	1.0						
1,4-Dichlorobenzene	< 1.0		µg/l	1.0						
Dichlorodifluoromethane (Freon12)	< 2.0		µg/l	2.0						
1,1-Dichloroethane	< 1.0		µg/l	1.0						
1,2-Dichloroethane	< 1.0		µg/l	1.0						
1,1-Dichloroethene	< 1.0		µg/l	1.0						
cis-1,2-Dichloroethene	< 1.0		µg/l	1.0						
trans-1,2-Dichloroethene	< 1.0		µg/l	1.0						
1,2-Dichloropropane	< 1.0		µg/l	1.0						
1,3-Dichloropropane	< 1.0		µg/l	1.0						
2,2-Dichloropropane	< 1.0		µg/l	1.0						
1,1-Dichloropropene	< 1.0		µg/l	1.0						
cis-1,3-Dichloropropene	< 0.5		µg/l	0.5						
trans-1,3-Dichloropropene	< 0.5		µg/l	0.5						
Ethylbenzene	< 1.0		µg/l	1.0						
Hexachlorobutadiene	< 0.5		µg/l	0.5						
2-Hexanone (MBK)	< 10.0		µg/l	10.0						
Isopropylbenzene	< 1.0		µg/l	1.0						

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125889 - SW846 5030 Water MS										
Blank (1125889-BLK1)						Prepared: 12-Dec-11 Analyzed: 13-Dec-11				
4-Isopropyltoluene	< 1.0		µg/l	1.0						
Methyl tert-butyl ether	< 1.0		µg/l	1.0						
4-Methyl-2-pentanone (MIBK)	< 10.0		µg/l	10.0						
Methylene chloride	< 2.0		µg/l	2.0						
Naphthalene	< 1.0		µg/l	1.0						
n-Propylbenzene	< 1.0		µg/l	1.0						
Styrene	< 1.0		µg/l	1.0						
1,1,1,2-Tetrachloroethane	< 1.0		µg/l	1.0						
1,1,2,2-Tetrachloroethane	< 0.5		µg/l	0.5						
Tetrachloroethene	< 1.0		µg/l	1.0						
Toluene	< 1.0		µg/l	1.0						
1,2,3-Trichlorobenzene	< 1.0		µg/l	1.0						
1,2,4-Trichlorobenzene	< 1.0		µg/l	1.0						
1,3,5-Trichlorobenzene	< 1.0		µg/l	1.0						
1,1,1-Trichloroethane	< 1.0		µg/l	1.0						
1,1,2-Trichloroethane	< 1.0		µg/l	1.0						
Trichloroethene	< 1.0		µg/l	1.0						
Trichlorofluoromethane (Freon 11)	< 1.0		µg/l	1.0						
1,2,3-Trichloropropane	< 1.0		µg/l	1.0						
1,2,4-Trimethylbenzene	< 1.0		µg/l	1.0						
1,3,5-Trimethylbenzene	< 1.0		µg/l	1.0						
Vinyl chloride	< 1.0		µg/l	1.0						
m,p-Xylene	< 2.0		µg/l	2.0						
o-Xylene	< 1.0		µg/l	1.0						
Tetrahydrofuran	< 2.0		µg/l	2.0						
Ethyl ether	< 1.0		µg/l	1.0						
Tert-amyl methyl ether	< 1.0		µg/l	1.0						
Ethyl tert-butyl ether	< 1.0		µg/l	1.0						
Di-isopropyl ether	< 1.0		µg/l	1.0						
Tert-Butanol / butyl alcohol	< 10.0		µg/l	10.0						
1,4-Dioxane	< 20.0		µg/l	20.0						
trans-1,4-Dichloro-2-butene	< 5.0		µg/l	5.0						
Ethanol	< 400		µg/l	400						
Surrogate: 4-Bromofluorobenzene	*45.2*		µg/l		*50.0*		*90*	*70-130*		
Surrogate: Toluene-d8	*49.9*		µg/l		*50.0*		*100*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*54.2*		µg/l		*50.0*		*108*	*70-130*		
Surrogate: Dibromofluoromethane	*55.1*		µg/l		*50.0*		*110*	*70-130*		
LCS (1125889-BS1)						Prepared: 12-Dec-11 Analyzed: 13-Dec-11				
1,1,2-Trichlorotrifluoroethane (Freon 113)	**18.3**		µg/l		20.0		92	70-130		
Acetone	**20.2**		µg/l		20.0		101	70-130		
Acrylonitrile	**18.4**		µg/l		20.0		92	70-130		
Benzene	**18.1**		µg/l		20.0		90	70-130		
Bromobenzene	**21.4**		µg/l		20.0		107	70-130		
Bromochloromethane	**19.9**		µg/l		20.0		100	70-130		
Bromodichloromethane	**21.4**		µg/l		20.0		107	70-130		
Bromoform	**28.3**	QC2	µg/l		20.0		141	70-130		
Bromomethane	**22.2**		µg/l		20.0		111	70-130		
2-Butanone (MEK)	**15.1**		µg/l		20.0		75	70-130		
n-Butylbenzene	**17.1**		µg/l		20.0		85	70-130		
sec-Butylbenzene	**20.4**		µg/l		20.0		102	70-130		
tert-Butylbenzene	**21.3**		µg/l		20.0		107	70-130		

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125889 - SW846 5030 Water MS										
LCS (1125889-BS1)					Prepared: 12-Dec-11 Analyzed: 13-Dec-11					
Carbon disulfide	**19.2**		µg/l		20.0		96	70-130		
Carbon tetrachloride	**24.6**		µg/l		20.0		123	70-130		
Chlorobenzene	**18.2**		µg/l		20.0		91	70-130		
Chloroethane	**19.6**		µg/l		20.0		98	70-130		
Chloroform	**21.4**		µg/l		20.0		107	70-130		
Chloromethane	**19.8**		µg/l		20.0		99	70-130		
2-Chlorotoluene	**18.7**		µg/l		20.0		94	70-130		
4-Chlorotoluene	**19.7**		µg/l		20.0		98	70-130		
1,2-Dibromo-3-chloropropane	**19.0**		µg/l		20.0		95	70-130		
Dibromochloromethane	**23.6**		µg/l		20.0		118	70-130		
1,2-Dibromoethane (EDB)	**20.1**		µg/l		20.0		101	70-130		
Dibromomethane	**18.6**		µg/l		20.0		93	70-130		
1,2-Dichlorobenzene	**17.5**		µg/l		20.0		88	70-130		
1,3-Dichlorobenzene	**21.9**		µg/l		20.0		110	70-130		
1,4-Dichlorobenzene	**17.4**		µg/l		20.0		87	70-130		
Dichlorodifluoromethane (Freon12)	**15.5**		µg/l		20.0		77	70-130		
1,1-Dichloroethane	**17.1**		µg/l		20.0		85	70-130		
1,2-Dichloroethane	**19.5**		µg/l		20.0		97	70-130		
1,1-Dichloroethene	**20.6**		µg/l		20.0		103	70-130		
cis-1,2-Dichloroethene	**18.3**		µg/l		20.0		92	70-130		
trans-1,2-Dichloroethene	**19.7**		µg/l		20.0		99	70-130		
1,2-Dichloropropane	**17.8**		µg/l		20.0		89	70-130		
1,3-Dichloropropane	**17.6**		µg/l		20.0		88	70-130		
2,2-Dichloropropane	**22.8**		µg/l		20.0		114	70-130		
1,1-Dichloropropene	**17.7**		µg/l		20.0		89	70-130		
cis-1,3-Dichloropropene	**21.0**		µg/l		20.0		105	70-130		
trans-1,3-Dichloropropene	**23.4**		µg/l		20.0		117	70-130		
Ethylbenzene	**18.3**		µg/l		20.0		91	70-130		
Hexachlorobutadiene	**19.7**		µg/l		20.0		99	70-130		
2-Hexanone (MBK)	**20.7**		µg/l		20.0		104	70-130		
Isopropylbenzene	**19.5**		µg/l		20.0		98	70-130		
4-Isopropyltoluene	**17.8**		µg/l		20.0		89	70-130		
Methyl tert-butyl ether	**16.8**		µg/l		20.0		84	70-130		
4-Methyl-2-pentanone (MIBK)	**19.8**		µg/l		20.0		99	70-130		
Methylene chloride	**19.6**		µg/l		20.0		98	70-130		
Naphthalene	**18.9**		µg/l		20.0		94	70-130		
n-Propylbenzene	**19.8**		µg/l		20.0		99	70-130		
Styrene	**19.8**		µg/l		20.0		99	70-130		
1,1,1,2-Tetrachloroethane	**23.8**		µg/l		20.0		119	70-130		
1,1,2,2-Tetrachloroethane	**18.6**		µg/l		20.0		93	70-130		
Tetrachloroethene	**21.4**		µg/l		20.0		107	70-130		
Toluene	**18.3**		µg/l		20.0		91	70-130		
1,2,3-Trichlorobenzene	**19.6**		µg/l		20.0		98	70-130		
1,2,4-Trichlorobenzene	**20.4**		µg/l		20.0		102	70-130		
1,3,5-Trichlorobenzene	**19.1**		µg/l		20.0		95	70-130		
1,1,1-Trichloroethane	**21.4**		µg/l		20.0		107	70-130		
1,1,2-Trichloroethane	**18.3**		µg/l		20.0		92	70-130		
Trichloroethene	**17.9**		µg/l		20.0		90	70-130		
Trichlorofluoromethane (Freon 11)	**18.1**		µg/l		20.0		90	70-130		
1,2,3-Trichloropropane	**18.6**		µg/l		20.0		93	70-130		
1,2,4-Trimethylbenzene	**21.1**		µg/l		20.0		106	70-130		
1,3,5-Trimethylbenzene	**20.8**		µg/l		20.0		104	70-130		

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125889 - SW846 5030 Water MS										
LCS (1125889-BS1)					Prepared: 12-Dec-11 Analyzed: 13-Dec-11					
Vinyl chloride	**18.7**		µg/l		20.0		94	70-130		
m,p-Xylene	**39.1**		µg/l		40.0		98	70-130		
o-Xylene	**19.8**		µg/l		20.0		99	70-130		
Tetrahydrofuran	**19.7**		µg/l		20.0		98	70-130		
Ethyl ether	**20.1**		µg/l		20.0		100	70-130		
Tert-amyl methyl ether	**17.5**		µg/l		20.0		87	70-130		
Ethyl tert-butyl ether	**18.7**		µg/l		20.0		93	70-130		
Di-isopropyl ether	**19.3**		µg/l		20.0		97	70-130		
Tert-Butanol / butyl alcohol	**209**		µg/l		200		104	70-130		
1,4-Dioxane	**183**		µg/l		200		92	70-130		
trans-1,4-Dichloro-2-butene	**19.7**		µg/l		20.0		99	70-130		
Ethanol	**447**		µg/l		400		112	70-130		
Surrogate: 4-Bromofluorobenzene	*50.2*		µg/l		*50.0*		*100*	*70-130*		
Surrogate: Toluene-d8	*51.0*		µg/l		*50.0*		*102*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*52.2*		µg/l		*50.0*		*104*	*70-130*		
Surrogate: Dibromofluoromethane	*55.1*		µg/l		*50.0*		*110*	*70-130*		
LCS Dup (1125889-BSD1)					Prepared: 12-Dec-11 Analyzed: 13-Dec-11					
1,1,2-Trichlorotrifluoroethane (Freon 113)	**16.7**		µg/l		20.0		84	70-130	9	25
Acetone	**16.7**		µg/l		20.0		83	70-130	19	50
Acrylonitrile	**18.0**		µg/l		20.0		90	70-130	3	25
Benzene	**17.0**		µg/l		20.0		85	70-130	6	25
Bromobenzene	**20.9**		µg/l		20.0		104	70-130	2	25
Bromochloromethane	**20.0**		µg/l		20.0		100	70-130	0.7	25
Bromodichloromethane	**19.5**		µg/l		20.0		98	70-130	9	25
Bromoform	**28.4**	QC2	µg/l		20.0		142	70-130	0.4	25
Bromomethane	**21.7**		µg/l		20.0		109	70-130	2	50
2-Butanone (MEK)	**15.7**		µg/l		20.0		78	70-130	4	50
n-Butylbenzene	**15.7**		µg/l		20.0		79	70-130	8	25
sec-Butylbenzene	**19.0**		µg/l		20.0		95	70-130	7	25
tert-Butylbenzene	**20.4**		µg/l		20.0		102	70-130	5	25
Carbon disulfide	**18.1**		µg/l		20.0		90	70-130	6	25
Carbon tetrachloride	**23.2**		µg/l		20.0		116	70-130	6	25
Chlorobenzene	**17.5**		µg/l		20.0		88	70-130	4	25
Chloroethane	**17.9**		µg/l		20.0		89	70-130	9	50
Chloroform	**20.7**		µg/l		20.0		103	70-130	3	25
Chloromethane	**17.5**		µg/l		20.0		87	70-130	12	25
2-Chlorotoluene	**17.9**		µg/l		20.0		89	70-130	4	25
4-Chlorotoluene	**18.1**		µg/l		20.0		91	70-130	8	25
1,2-Dibromo-3-chloropropane	**17.7**		µg/l		20.0		88	70-130	7	25
Dibromochloromethane	**23.0**		µg/l		20.0		115	70-130	3	50
1,2-Dibromoethane (EDB)	**19.2**		µg/l		20.0		96	70-130	5	25
Dibromomethane	**16.9**		µg/l		20.0		84	70-130	9	25
1,2-Dichlorobenzene	**16.9**		µg/l		20.0		85	70-130	3	25
1,3-Dichlorobenzene	**21.4**		µg/l		20.0		107	70-130	2	25
1,4-Dichlorobenzene	**16.7**		µg/l		20.0		84	70-130	4	25
Dichlorodifluoromethane (Freon12)	**13.9**		µg/l		20.0		69	70-130	11	50
1,1-Dichloroethane	**15.9**		µg/l		20.0		80	70-130	7	25
1,2-Dichloroethane	**18.2**		µg/l		20.0		91	70-130	7	25
1,1-Dichloroethene	**18.4**		µg/l		20.0		92	70-130	11	25
cis-1,2-Dichloroethene	**17.3**		µg/l		20.0		87	70-130	6	25
trans-1,2-Dichloroethene	**16.3**		µg/l		20.0		81	70-130	19	25

Volatile Organic Compounds - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125889 - SW846 5030 Water MS										
LCS Dup (1125889-BSD1)					Prepared: 12-Dec-11 Analyzed: 13-Dec-11					
1,2-Dichloropropane	**17.1**		µg/l		20.0		85	70-130	4	25
1,3-Dichloropropane	**16.4**		µg/l		20.0		82	70-130	7	25
2,2-Dichloropropane	**21.2**		µg/l		20.0		106	70-130	8	25
1,1-Dichloropropene	**16.5**		µg/l		20.0		82	70-130	7	25
cis-1,3-Dichloropropene	**19.5**		µg/l		20.0		97	70-130	8	25
trans-1,3-Dichloropropene	**22.1**		µg/l		20.0		110	70-130	6	25
Ethylbenzene	**17.2**		µg/l		20.0		86	70-130	6	25
Hexachlorobutadiene	**18.7**		µg/l		20.0		94	70-130	5	50
2-Hexanone (MBK)	**17.8**		µg/l		20.0		89	70-130	15	25
Isopropylbenzene	**18.8**		µg/l		20.0		94	70-130	4	25
4-Isopropyltoluene	**16.5**		µg/l		20.0		82	70-130	8	25
Methyl tert-butyl ether	**15.8**		µg/l		20.0		79	70-130	6	25
4-Methyl-2-pentanone (MIBK)	**18.6**		µg/l		20.0		93	70-130	7	50
Methylene chloride	**18.2**		µg/l		20.0		91	70-130	7	25
Naphthalene	**18.0**		µg/l		20.0		90	70-130	4	25
n-Propylbenzene	**18.7**		µg/l		20.0		93	70-130	6	25
Styrene	**18.4**		µg/l		20.0		92	70-130	7	25
1,1,1,2-Tetrachloroethane	**22.4**		µg/l		20.0		112	70-130	6	25
1,1,2,2-Tetrachloroethane	**18.3**		µg/l		20.0		91	70-130	1	25
Tetrachloroethene	**20.6**		µg/l		20.0		103	70-130	4	25
Toluene	**17.3**		µg/l		20.0		87	70-130	5	25
1,2,3-Trichlorobenzene	**18.6**		µg/l		20.0		93	70-130	5	25
1,2,4-Trichlorobenzene	**19.9**		µg/l		20.0		99	70-130	2	25
1,3,5-Trichlorobenzene	**17.9**		µg/l		20.0		90	70-130	6	25
1,1,1-Trichloroethane	**20.1**		µg/l		20.0		101	70-130	6	25
1,1,2-Trichloroethane	**17.2**		µg/l		20.0		88	70-130	7	25
Trichloroethene	**17.0**		µg/l		20.0		85	70-130	5	25
Trichlorofluoromethane (Freon 11)	**16.4**		µg/l		20.0		82	70-130	10	50
1,2,3-Trichloropropane	**17.2**		µg/l		20.0		86	70-130	8	25
1,2,4-Trimethylbenzene	**20.1**		µg/l		20.0		101	70-130	5	25
1,3,5-Trimethylbenzene	**20.1**		µg/l		20.0		101	70-130	3	25
Vinyl chloride	**17.0**		µg/l		20.0		85	70-130	10	25
m,p-Xylene	**38.2**		µg/l		40.0		96	70-130	2	25
o-Xylene	**19.0**		µg/l		20.0		95	70-130	4	25
Tetrahydrofuran	**16.5**		µg/l		20.0		82	70-130	18	25
Ethyl ether	**18.7**		µg/l		20.0		94	70-130	7	50
Tert-amyl methyl ether	**16.5**		µg/l		20.0		82	70-130	6	25
Ethyl tert-butyl ether	**17.6**		µg/l		20.0		88	70-130	6	25
Di-isopropyl ether	**17.4**		µg/l		20.0		87	70-130	11	25
Tert-Butanol / butyl alcohol	**192**		µg/l		200		96	70-130	8	25
1,4-Dioxane	**177**		µg/l		200		89	70-130	3	25
trans-1,4-Dichloro-2-butene	**19.4**		µg/l		20.0		97	70-130	1	25
Ethanol	**330**		µg/l		400		82	70-130	30	30
Surrogate: 4-Bromofluorobenzene	*49.8*		µg/l		*50.0*		*100*	*70-130*		
Surrogate: Toluene-d8	*49.8*		µg/l		*50.0*		*100*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*51.2*		µg/l		*50.0*		*102*	*70-130*		
Surrogate: Dibromofluoromethane	*52.4*		µg/l		*50.0*		*105*	*70-130*		
Batch 1125995 - SW846 5030 Water MS										
Blank (1125995-BLK1)					Prepared & Analyzed: 13-Dec-11					
Benzene	< 1.0		µg/l	1.0						
2-Butanone (MEK)	< 10.0		µg/l	10.0						

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125995 - SW846 5030 Water MS										
Blank (1125995-BLK1)						Prepared & Analyzed: 13-Dec-11				
Carbon tetrachloride	< 1.0		µg/l	1.0						
Chlorobenzene	< 1.0		µg/l	1.0						
Chloroform	< 1.0		µg/l	1.0						
1,2-Dichloroethane	< 1.0		µg/l	1.0						
1,1-Dichloroethene	< 1.0		µg/l	1.0						
Tetrachloroethene	< 1.0		µg/l	1.0						
Trichloroethene	< 1.0		µg/l	1.0						
Vinyl chloride	< 1.0		µg/l	1.0						
Surrogate: 4-Bromofluorobenzene	*29.0*		µg/l		*30.0*		*96*	*70-130*		
Surrogate: Toluene-d8	*28.5*		µg/l		*30.0*		*95*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*28.1*		µg/l		*30.0*		*94*	*70-130*		
Surrogate: Dibromofluoromethane	*29.4*		µg/l		*30.0*		*98*	*70-130*		
Blank (1125995-BLK2)						Prepared & Analyzed: 13-Dec-11				
Benzene	< 5.0		µg/l	5.0						
2-Butanone (MEK)	< 50.0		µg/l	50.0						
Carbon tetrachloride	< 5.0		µg/l	5.0						
Chlorobenzene	< 5.0		µg/l	5.0						
Chloroform	< 5.0		µg/l	5.0						
1,2-Dichloroethane	< 5.0		µg/l	5.0						
1,1-Dichloroethene	< 5.0		µg/l	5.0						
Tetrachloroethene	< 5.0		µg/l	5.0						
Trichloroethene	< 5.0		µg/l	5.0						
Vinyl chloride	< 5.0		µg/l	5.0						
Surrogate: 4-Bromofluorobenzene	*28.1*		µg/l		*30.0*		*94*	*70-130*		
Surrogate: Toluene-d8	*28.7*		µg/l		*30.0*		*96*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*28.9*		µg/l		*30.0*		*96*	*70-130*		
Surrogate: Dibromofluoromethane	*31.4*		µg/l		*30.0*		*105*	*70-130*		
LCS (1125995-BS1)						Prepared & Analyzed: 13-Dec-11				
Benzene	**18.6**		µg/l		20.0		93	70-130		
2-Butanone (MEK)	**21.5**		µg/l		20.0		107	70-130		
Carbon tetrachloride	**18.6**		µg/l		20.0		93	70-130		
Chlorobenzene	**21.6**		µg/l		20.0		108	70-130		
Chloroform	**18.3**		µg/l		20.0		91	70-130		
1,2-Dichloroethane	**16.0**		µg/l		20.0		80	70-130		
1,1-Dichloroethene	**22.3**		µg/l		20.0		112	70-130		
Tetrachloroethene	**20.0**		µg/l		20.0		100	70-130		
Trichloroethene	**17.1**		µg/l		20.0		85	70-130		
Vinyl chloride	**25.0**		µg/l		20.0		125	70-130		
Surrogate: 4-Bromofluorobenzene	*34.0*		µg/l		*30.0*		*113*	*70-130*		
Surrogate: Toluene-d8	*29.8*		µg/l		*30.0*		*99*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*26.5*		µg/l		*30.0*		*88*	*70-130*		
Surrogate: Dibromofluoromethane	*29.3*		µg/l		*30.0*		*98*	*70-130*		
LCS Dup (1125995-BSD1)						Prepared & Analyzed: 13-Dec-11				
Benzene	**18.2**		µg/l		20.0		91	70-130	2	30
2-Butanone (MEK)	**23.1**		µg/l		20.0		115	70-130	7	30
Carbon tetrachloride	**19.4**		µg/l		20.0		97	70-130	4	30
Chlorobenzene	**21.2**		µg/l		20.0		106	70-130	2	30
Chloroform	**18.1**		µg/l		20.0		90	70-130	1	30
1,2-Dichloroethane	**16.4**		µg/l		20.0		82	70-130	2	30
1,1-Dichloroethene	**22.1**		µg/l		20.0		111	70-130	1	30

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125995 - SW846 5030 Water MS										
LCS Dup (1125995-BSD1)					Prepared & Analyzed: 13-Dec-11					
Tetrachloroethene	**19.7**		µg/l		20.0		99	70-130	1	30
Trichloroethene	**18.2**		µg/l		20.0		91	70-130	7	30
Vinyl chloride	**24.6**		µg/l		20.0		123	70-130	2	30
Surrogate: 4-Bromofluorobenzene	*33.5*		µg/l		*30.0*		*112*	*70-130*		
Surrogate: Toluene-d8	*29.4*		µg/l		*30.0*		*98*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*26.8*		µg/l		*30.0*		*89*	*70-130*		
Surrogate: Dibromofluoromethane	*31.4*		µg/l		*30.0*		*105*	*70-130*		
Batch 1126131 - SW846 5030 Water MS										
Blank (1126131-BLK1)					Prepared & Analyzed: 14-Dec-11					
Tentatively Identified Compounds	None found		µg/l							
1,1,2-Trichlorotrifluoroethane (Freon 113)	< 1.0		µg/l	1.0						
Acetone	< 10.0		µg/l	10.0						
Acrylonitrile	< 0.5		µg/l	0.5						
Benzene	< 1.0		µg/l	1.0						
Bromobenzene	< 1.0		µg/l	1.0						
Bromochloromethane	< 1.0		µg/l	1.0						
Bromodichloromethane	< 0.5		µg/l	0.5						
Bromoform	< 1.0		µg/l	1.0						
Bromomethane	< 2.0		µg/l	2.0						
2-Butanone (MEK)	< 10.0		µg/l	10.0						
n-Butylbenzene	< 1.0		µg/l	1.0						
sec-Butylbenzene	< 1.0		µg/l	1.0						
tert-Butylbenzene	< 1.0		µg/l	1.0						
Carbon disulfide	< 2.0		µg/l	2.0						
Carbon tetrachloride	< 1.0		µg/l	1.0						
Chlorobenzene	< 1.0		µg/l	1.0						
Chloroethane	< 2.0		µg/l	2.0						
Chloroform	< 1.0		µg/l	1.0						
Chloromethane	< 2.0		µg/l	2.0						
2-Chlorotoluene	< 1.0		µg/l	1.0						
4-Chlorotoluene	< 1.0		µg/l	1.0						
1,2-Dibromo-3-chloropropane	< 2.0		µg/l	2.0						
Dibromochloromethane	< 0.5		µg/l	0.5						
1,2-Dibromoethane (EDB)	< 0.5		µg/l	0.5						
Dibromomethane	< 1.0		µg/l	1.0						
1,2-Dichlorobenzene	< 1.0		µg/l	1.0						
1,3-Dichlorobenzene	< 1.0		µg/l	1.0						
1,4-Dichlorobenzene	< 1.0		µg/l	1.0						
Dichlorodifluoromethane (Freon12)	< 2.0		µg/l	2.0						
1,1-Dichloroethane	< 1.0		µg/l	1.0						
1,2-Dichloroethane	< 1.0		µg/l	1.0						
1,1-Dichloroethene	< 1.0		µg/l	1.0						
cis-1,2-Dichloroethene	< 1.0		µg/l	1.0						
trans-1,2-Dichloroethene	< 1.0		µg/l	1.0						
1,2-Dichloropropane	< 1.0		µg/l	1.0						
1,3-Dichloropropane	< 1.0		µg/l	1.0						
2,2-Dichloropropane	< 1.0		µg/l	1.0						
1,1-Dichloropropene	< 1.0		µg/l	1.0						
cis-1,3-Dichloropropene	< 0.5		µg/l	0.5						
trans-1,3-Dichloropropene	< 0.5		µg/l	0.5						
Ethylbenzene	< 1.0		µg/l	1.0						

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1126131 - SW846 5030 Water MS										
Blank (1126131-BLK1)						Prepared & Analyzed: 14-Dec-11				
Hexachlorobutadiene	< 0.5		µg/l	0.5						
2-Hexanone (MBK)	< 10.0		µg/l	10.0						
Isopropylbenzene	< 1.0		µg/l	1.0						
4-Isopropyltoluene	< 1.0		µg/l	1.0						
Methyl tert-butyl ether	< 1.0		µg/l	1.0						
4-Methyl-2-pentanone (MIBK)	< 10.0		µg/l	10.0						
Methylene chloride	< 2.0		µg/l	2.0						
Naphthalene	< 1.0		µg/l	1.0						
n-Propylbenzene	< 1.0		µg/l	1.0						
Styrene	< 1.0		µg/l	1.0						
1,1,1,2-Tetrachloroethane	< 1.0		µg/l	1.0						
1,1,2,2-Tetrachloroethane	< 0.5		µg/l	0.5						
Tetrachloroethene	< 1.0		µg/l	1.0						
Toluene	< 1.0		µg/l	1.0						
1,2,3-Trichlorobenzene	< 1.0		µg/l	1.0						
1,2,4-Trichlorobenzene	< 1.0		µg/l	1.0						
1,3,5-Trichlorobenzene	< 1.0		µg/l	1.0						
1,1,1-Trichloroethane	< 1.0		µg/l	1.0						
1,1,2-Trichloroethane	< 1.0		µg/l	1.0						
Trichloroethene	< 1.0		µg/l	1.0						
Trichlorofluoromethane (Freon 11)	< 1.0		µg/l	1.0						
1,2,3-Trichloropropane	< 1.0		µg/l	1.0						
1,2,4-Trimethylbenzene	< 1.0		µg/l	1.0						
1,3,5-Trimethylbenzene	< 1.0		µg/l	1.0						
Vinyl chloride	< 1.0		µg/l	1.0						
m,p-Xylene	< 2.0		µg/l	2.0						
o-Xylene	< 1.0		µg/l	1.0						
Tetrahydrofuran	< 2.0		µg/l	2.0						
Ethyl ether	< 1.0		µg/l	1.0						
Tert-amyl methyl ether	< 1.0		µg/l	1.0						
Ethyl tert-butyl ether	< 1.0		µg/l	1.0						
Di-isopropyl ether	< 1.0		µg/l	1.0						
Tert-Butanol / butyl alcohol	< 10.0		µg/l	10.0						
1,4-Dioxane	< 20.0		µg/l	20.0						
trans-1,4-Dichloro-2-butene	< 5.0		µg/l	5.0						
Ethanol	< 400		µg/l	400						
Surrogate: 4-Bromofluorobenzene	*47.5*		µg/l		*50.0*		*95*	*70-130*		
Surrogate: Toluene-d8	*51.0*		µg/l		*50.0*		*102*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*53.5*		µg/l		*50.0*		*107*	*70-130*		
Surrogate: Dibromofluoromethane	*51.8*		µg/l		*50.0*		*104*	*70-130*		
LCS (1126131-BS1)						Prepared & Analyzed: 14-Dec-11				
1,1,2-Trichlorotrifluoroethane (Freon 113)	**23.9**		µg/l		20.0		119	70-130		
Acetone	**24.9**		µg/l		20.0		124	70-130		
Acrylonitrile	**23.4**		µg/l		20.0		117	70-130		
Benzene	**20.8**		µg/l		20.0		104	70-130		
Bromobenzene	**21.7**		µg/l		20.0		108	70-130		
Bromochloromethane	**20.2**		µg/l		20.0		101	70-130		
Bromodichloromethane	**20.0**		µg/l		20.0		100	70-130		
Bromoform	**20.0**		µg/l		20.0		100	70-130		
Bromomethane	**23.2**		µg/l		20.0		116	70-130		
2-Butanone (MEK)	**16.7**		µg/l		20.0		84	70-130		

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1126131 - SW846 5030 Water MS										
LCS (1126131-BS1)					Prepared & Analyzed: 14-Dec-11					
n-Butylbenzene	**22.2**		µg/l		20.0		111	70-130		
sec-Butylbenzene	**23.9**		µg/l		20.0		119	70-130		
tert-Butylbenzene	**23.7**		µg/l		20.0		119	70-130		
Carbon disulfide	**24.8**		µg/l		20.0		124	70-130		
Carbon tetrachloride	**21.8**		µg/l		20.0		109	70-130		
Chlorobenzene	**20.6**		µg/l		20.0		103	70-130		
Chloroethane	**23.4**		µg/l		20.0		117	70-130		
Chloroform	**21.2**		µg/l		20.0		106	70-130		
Chloromethane	**23.6**		µg/l		20.0		118	70-130		
2-Chlorotoluene	**23.0**		µg/l		20.0		115	70-130		
4-Chlorotoluene	**22.0**		µg/l		20.0		110	70-130		
1,2-Dibromo-3-chloropropane	**18.8**		µg/l		20.0		94	70-130		
Dibromochloromethane	**20.3**		µg/l		20.0		102	70-130		
1,2-Dibromoethane (EDB)	**20.7**		µg/l		20.0		104	70-130		
Dibromomethane	**20.0**		µg/l		20.0		100	70-130		
1,2-Dichlorobenzene	**20.8**		µg/l		20.0		104	70-130		
1,3-Dichlorobenzene	**22.2**		µg/l		20.0		111	70-130		
1,4-Dichlorobenzene	**19.7**		µg/l		20.0		99	70-130		
Dichlorodifluoromethane (Freon12)	**22.1**		µg/l		20.0		111	70-130		
1,1-Dichloroethane	**23.2**		µg/l		20.0		116	70-130		
1,2-Dichloroethane	**19.9**		µg/l		20.0		100	70-130		
1,1-Dichloroethene	**24.2**		µg/l		20.0		121	70-130		
cis-1,2-Dichloroethene	**19.9**		µg/l		20.0		99	70-130		
trans-1,2-Dichloroethene	**24.7**		µg/l		20.0		124	70-130		
1,2-Dichloropropane	**20.0**		µg/l		20.0		100	70-130		
1,3-Dichloropropane	**20.2**		µg/l		20.0		101	70-130		
2,2-Dichloropropane	**18.5**		µg/l		20.0		93	70-130		
1,1-Dichloropropene	**20.9**		µg/l		20.0		104	70-130		
cis-1,3-Dichloropropene	**19.7**		µg/l		20.0		98	70-130		
trans-1,3-Dichloropropene	**19.6**		µg/l		20.0		98	70-130		
Ethylbenzene	**21.4**		µg/l		20.0		107	70-130		
Hexachlorobutadiene	**21.2**		µg/l		20.0		106	70-130		
2-Hexanone (MBK)	**19.2**		µg/l		20.0		96	70-130		
Isopropylbenzene	**21.6**		µg/l		20.0		108	70-130		
4-Isopropyltoluene	**21.6**		µg/l		20.0		108	70-130		
Methyl tert-butyl ether	**18.5**		µg/l		20.0		92	70-130		
4-Methyl-2-pentanone (MIBK)	**19.9**		µg/l		20.0		100	70-130		
Methylene chloride	**23.8**		µg/l		20.0		119	70-130		
Naphthalene	**19.2**		µg/l		20.0		96	70-130		
n-Propylbenzene	**22.6**		µg/l		20.0		113	70-130		
Styrene	**22.6**		µg/l		20.0		113	70-130		
1,1,1,2-Tetrachloroethane	**21.0**		µg/l		20.0		105	70-130		
1,1,2,2-Tetrachloroethane	**19.0**		µg/l		20.0		95	70-130		
Tetrachloroethene	**21.6**		µg/l		20.0		108	70-130		
Toluene	**21.0**		µg/l		20.0		105	70-130		
1,2,3-Trichlorobenzene	**21.7**		µg/l		20.0		109	70-130		
1,2,4-Trichlorobenzene	**21.3**		µg/l		20.0		107	70-130		
1,3,5-Trichlorobenzene	**20.6**		µg/l		20.0		103	70-130		
1,1,1-Trichloroethane	**21.0**		µg/l		20.0		105	70-130		
1,1,2-Trichloroethane	**20.0**		µg/l		20.0		100	70-130		
Trichloroethene	**21.1**		µg/l		20.0		105	70-130		
Trichlorofluoromethane (Freon 11)	**23.0**		µg/l		20.0		115	70-130		

Volatile Organic Compounds - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1126131 - SW846 5030 Water MS										
LCS (1126131-BS1)					Prepared & Analyzed: 14-Dec-11					
1,2,3-Trichloropropane	**20.7**		µg/l		20.0		104	70-130		
1,2,4-Trimethylbenzene	**22.7**		µg/l		20.0		113	70-130		
1,3,5-Trimethylbenzene	**23.0**		µg/l		20.0		115	70-130		
Vinyl chloride	**28.8**	QC2	µg/l		20.0		144	70-130		
m,p-Xylene	**44.9**		µg/l		40.0		112	70-130		
o-Xylene	**22.8**		µg/l		20.0		114	70-130		
Tetrahydrofuran	**20.7**		µg/l		20.0		103	70-130		
Ethyl ether	**24.0**		µg/l		20.0		120	70-130		
Tert-amyl methyl ether	**22.7**		µg/l		20.0		114	70-130		
Ethyl tert-butyl ether	**16.6**		µg/l		20.0		83	70-130		
Di-isopropyl ether	**19.0**		µg/l		20.0		95	70-130		
Tert-Butanol / butyl alcohol	**182**		µg/l		200		91	70-130		
1,4-Dioxane	**225**		µg/l		200		112	70-130		
trans-1,4-Dichloro-2-butene	**17.5**		µg/l		20.0		87	70-130		
Ethanol	**488**		µg/l		400		122	70-130		
Surrogate: 4-Bromofluorobenzene	*50.7*		µg/l		*50.0*		*101*	*70-130*		
Surrogate: Toluene-d8	*51.1*		µg/l		*50.0*		*102*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*51.7*		µg/l		*50.0*		*103*	*70-130*		
Surrogate: Dibromofluoromethane	*51.5*		µg/l		*50.0*		*103*	*70-130*		
LCS Dup (1126131-BSD1)					Prepared & Analyzed: 14-Dec-11					
1,1,2-Trichlorotrifluoroethane (Freon 113)	**24.4**		µg/l		20.0		122	70-130	2	25
Acetone	**24.8**		µg/l		20.0		124	70-130	0.2	50
Acrylonitrile	**24.4**		µg/l		20.0		122	70-130	4	25
Benzene	**21.1**		µg/l		20.0		105	70-130	1	25
Bromobenzene	**21.6**		µg/l		20.0		108	70-130	0.5	25
Bromochloromethane	**21.1**		µg/l		20.0		106	70-130	4	25
Bromodichloromethane	**20.7**		µg/l		20.0		104	70-130	4	25
Bromoform	**21.0**		µg/l		20.0		105	70-130	5	25
Bromomethane	**23.8**		µg/l		20.0		119	70-130	3	50
2-Butanone (MEK)	**20.5**		µg/l		20.0		102	70-130	20	50
n-Butylbenzene	**21.1**		µg/l		20.0		106	70-130	5	25
sec-Butylbenzene	**24.0**		µg/l		20.0		120	70-130	0.4	25
tert-Butylbenzene	**23.3**		µg/l		20.0		117	70-130	2	25
Carbon disulfide	**24.7**		µg/l		20.0		123	70-130	0.4	25
Carbon tetrachloride	**21.2**		µg/l		20.0		106	70-130	3	25
Chlorobenzene	**20.9**		µg/l		20.0		104	70-130	1	25
Chloroethane	**23.5**		µg/l		20.0		118	70-130	0.4	50
Chloroform	**21.3**		µg/l		20.0		107	70-130	0.6	25
Chloromethane	**24.4**		µg/l		20.0		122	70-130	3	25
2-Chlorotoluene	**22.6**		µg/l		20.0		113	70-130	2	25
4-Chlorotoluene	**22.4**		µg/l		20.0		112	70-130	2	25
1,2-Dibromo-3-chloropropane	**19.0**		µg/l		20.0		95	70-130	1	25
Dibromochloromethane	**21.0**		µg/l		20.0		105	70-130	3	50
1,2-Dibromoethane (EDB)	**21.9**		µg/l		20.0		110	70-130	6	25
Dibromomethane	**21.1**		µg/l		20.0		106	70-130	6	25
1,2-Dichlorobenzene	**20.9**		µg/l		20.0		104	70-130	0.4	25
1,3-Dichlorobenzene	**22.3**		µg/l		20.0		111	70-130	0.4	25
1,4-Dichlorobenzene	**19.9**		µg/l		20.0		99	70-130	0.8	25
Dichlorodifluoromethane (Freon12)	**21.4**		µg/l		20.0		107	70-130	4	50
1,1-Dichloroethane	**23.8**		µg/l		20.0		119	70-130	3	25
1,2-Dichloroethane	**20.6**		µg/l		20.0		103	70-130	3	25

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1126131 - SW846 5030 Water MS										
LCS Dup (1126131-BSD1)					Prepared & Analyzed: 14-Dec-11					
1,1-Dichloroethene	**24.2**		µg/l		20.0		121	70-130	0.1	25
cis-1,2-Dichloroethene	**20.7**		µg/l		20.0		104	70-130	4	25
trans-1,2-Dichloroethene	**24.5**		µg/l		20.0		122	70-130	0.8	25
1,2-Dichloropropane	**20.6**		µg/l		20.0		103	70-130	3	25
1,3-Dichloropropane	**21.5**		µg/l		20.0		107	70-130	6	25
2,2-Dichloropropane	**18.7**		µg/l		20.0		94	70-130	1	25
1,1-Dichloropropene	**21.5**		µg/l		20.0		107	70-130	3	25
cis-1,3-Dichloropropene	**20.0**		µg/l		20.0		100	70-130	2	25
trans-1,3-Dichloropropene	**19.6**		µg/l		20.0		98	70-130	0.2	25
Ethylbenzene	**21.4**		µg/l		20.0		107	70-130	0.2	25
Hexachlorobutadiene	**21.3**		µg/l		20.0		107	70-130	0.5	50
2-Hexanone (MBK)	**19.7**		µg/l		20.0		98	70-130	2	25
Isopropylbenzene	**21.6**		µg/l		20.0		108	70-130	0.05	25
4-Isopropyltoluene	**21.1**		µg/l		20.0		106	70-130	2	25
Methyl tert-butyl ether	**19.4**		µg/l		20.0		97	70-130	5	25
4-Methyl-2-pentanone (MIBK)	**20.0**		µg/l		20.0		100	70-130	0.4	50
Methylene chloride	**24.9**		µg/l		20.0		124	70-130	4	25
Naphthalene	**19.3**		µg/l		20.0		96	70-130	0.3	25
n-Propylbenzene	**23.2**		µg/l		20.0		116	70-130	3	25
Styrene	**22.6**		µg/l		20.0		113	70-130	0.3	25
1,1,1,2-Tetrachloroethane	**20.8**		µg/l		20.0		104	70-130	1	25
1,1,2,2-Tetrachloroethane	**19.6**		µg/l		20.0		98	70-130	3	25
Tetrachloroethene	**21.6**		µg/l		20.0		108	70-130	0.1	25
Toluene	**20.9**		µg/l		20.0		104	70-130	0.3	25
1,2,3-Trichlorobenzene	**22.4**		µg/l		20.0		112	70-130	3	25
1,2,4-Trichlorobenzene	**21.4**		µg/l		20.0		107	70-130	0.3	25
1,3,5-Trichlorobenzene	**21.3**		µg/l		20.0		106	70-130	3	25
1,1,1-Trichloroethane	**20.8**		µg/l		20.0		104	70-130	0.7	25
1,1,2-Trichloroethane	**21.0**		µg/l		20.0		105	70-130	5	25
Trichloroethene	**21.1**		µg/l		20.0		106	70-130	0.3	25
Trichlorofluoromethane (Freon 11)	**22.9**		µg/l		20.0		114	70-130	0.3	50
1,2,3-Trichloropropane	**21.0**		µg/l		20.0		105	70-130	1	25
1,2,4-Trimethylbenzene	**22.8**		µg/l		20.0		114	70-130	0.4	25
1,3,5-Trimethylbenzene	**23.3**		µg/l		20.0		117	70-130	1	25
Vinyl chloride	**29.9**	QC2	µg/l		20.0		149	70-130	4	25
m,p-Xylene	**46.1**		µg/l		40.0		115	70-130	3	25
o-Xylene	**22.9**		µg/l		20.0		114	70-130	0.2	25
Tetrahydrofuran	**20.8**		µg/l		20.0		104	70-130	0.6	25
Ethyl ether	**24.8**		µg/l		20.0		124	70-130	3	50
Tert-amyl methyl ether	**23.0**		µg/l		20.0		115	70-130	1	25
Ethyl tert-butyl ether	**17.6**		µg/l		20.0		88	70-130	5	25
Di-isopropyl ether	**19.8**		µg/l		20.0		99	70-130	4	25
Tert-Butanol / butyl alcohol	**187**		µg/l		200		93	70-130	3	25
1,4-Dioxane	**209**		µg/l		200		104	70-130	7	25
trans-1,4-Dichloro-2-butene	**17.6**		µg/l		20.0		88	70-130	0.7	25
Ethanol	**490**		µg/l		400		123	70-130	0.5	30
Surrogate: 4-Bromofluorobenzene	*51.4*		µg/l		*50.0*		*103*	*70-130*		
Surrogate: Toluene-d8	*51.4*		µg/l		*50.0*		*103*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*51.4*		µg/l		*50.0*		*103*	*70-130*		
Surrogate: Dibromofluoromethane	*51.7*		µg/l		*50.0*		*103*	*70-130*		
Matrix Spike (1126131-MS1)			**Source: SB40201-03**		Prepared & Analyzed: 14-Dec-11					

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1126131 - SW846 5030 Water MS										
Matrix Spike (1126131-MS1)			Source: SB40201-03		Prepared & Analyzed: 14-Dec-11					
1,1,2-Trichlorotrifluoroethane (Freon 113)	**21.9**		µg/l		20.0	BRL	109	70-130		
Acetone	**23.6**		µg/l		20.0	BRL	118	70-130		
Acrylonitrile	**23.2**		µg/l		20.0	BRL	116	70-130		
Benzene	**17.8**		µg/l		20.0	BRL	89	70-130		
Bromobenzene	**20.4**		µg/l		20.0	BRL	102	70-130		
Bromochloromethane	**18.8**		µg/l		20.0	BRL	94	70-130		
Bromodichloromethane	**19.8**		µg/l		20.0	BRL	99	70-130		
Bromoform	**20.4**		µg/l		20.0	BRL	102	70-130		
Bromomethane	**16.2**		µg/l		20.0	BRL	81	70-130		
2-Butanone (MEK)	**18.1**		µg/l		20.0	BRL	91	70-130		
n-Butylbenzene	**19.8**		µg/l		20.0	BRL	99	70-130		
sec-Butylbenzene	**22.9**		µg/l		20.0	BRL	115	70-130		
tert-Butylbenzene	**22.7**		µg/l		20.0	BRL	113	70-130		
Carbon disulfide	**11.9**	QM7	µg/l		20.0	BRL	59	70-130		
Carbon tetrachloride	**18.8**		µg/l		20.0	BRL	94	70-130		
Chlorobenzene	**18.9**		µg/l		20.0	BRL	94	70-130		
Chloroethane	**18.4**		µg/l		20.0	BRL	92	70-130		
Chloroform	**20.4**		µg/l		20.0	BRL	102	70-130		
Chloromethane	**15.1**		µg/l		20.0	BRL	76	70-130		
2-Chlorotoluene	**21.1**		µg/l		20.0	BRL	106	70-130		
4-Chlorotoluene	**20.5**		µg/l		20.0	BRL	102	70-130		
1,2-Dibromo-3-chloropropane	**18.5**		µg/l		20.0	BRL	92	70-130		
Dibromochloromethane	**19.9**		µg/l		20.0	BRL	99	70-130		
1,2-Dibromoethane (EDB)	**19.7**		µg/l		20.0	BRL	98	70-130		
Dibromomethane	**18.7**		µg/l		20.0	BRL	93	70-130		
1,2-Dichlorobenzene	**19.7**		µg/l		20.0	BRL	98	70-130		
1,3-Dichlorobenzene	**21.2**		µg/l		20.0	BRL	106	70-130		
1,4-Dichlorobenzene	**18.9**		µg/l		20.0	BRL	94	70-130		
Dichlorodifluoromethane (Freon12)	**14.9**		µg/l		20.0	BRL	74	70-130		
1,1-Dichloroethane	**21.6**		µg/l		20.0	BRL	108	70-130		
1,2-Dichloroethane	**19.1**		µg/l		20.0	BRL	96	70-130		
1,1-Dichloroethene	**18.9**		µg/l		20.0	BRL	95	70-130		
cis-1,2-Dichloroethene	**18.4**		µg/l		20.0	BRL	92	70-130		
trans-1,2-Dichloroethene	**18.9**		µg/l		20.0	BRL	94	70-130		
1,2-Dichloropropane	**18.9**		µg/l		20.0	BRL	94	70-130		
1,3-Dichloropropane	**19.6**		µg/l		20.0	BRL	98	70-130		
2,2-Dichloropropane	**17.0**		µg/l		20.0	BRL	85	70-130		
1,1-Dichloropropene	**16.6**		µg/l		20.0	BRL	83	70-130		
cis-1,3-Dichloropropene	**17.9**		µg/l		20.0	BRL	89	70-130		
trans-1,3-Dichloropropene	**17.4**		µg/l		20.0	BRL	87	70-130		
Ethylbenzene	**19.2**		µg/l		20.0	BRL	96	70-130		
Hexachlorobutadiene	**21.2**		µg/l		20.0	BRL	106	70-130		
2-Hexanone (MBK)	**18.0**		µg/l		20.0	BRL	90	70-130		
Isopropylbenzene	**20.7**		µg/l		20.0	BRL	103	70-130		
4-Isopropyltoluene	**20.4**		µg/l		20.0	BRL	102	70-130		
Methyl tert-butyl ether	**17.5**		µg/l		20.0	BRL	88	70-130		
4-Methyl-2-pentanone (MIBK)	**19.1**		µg/l		20.0	BRL	96	70-130		
Methylene chloride	**20.9**		µg/l		20.0	BRL	104	70-130		
Naphthalene	**18.5**		µg/l		20.0	BRL	93	70-130		
n-Propylbenzene	**21.2**		µg/l		20.0	BRL	106	70-130		
Styrene	**20.6**		µg/l		20.0	BRL	103	70-130		
1,1,1,2-Tetrachloroethane	**21.0**		µg/l		20.0	BRL	105	70-130		

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1126131 - SW846 5030 Water MS										
Matrix Spike (1126131-MS1)			Source: SB40201-03		Prepared & Analyzed: 14-Dec-11					
1,1,2,2-Tetrachloroethane	**25.4**		µg/l		20.0	BRL	127	70-130		
Tetrachloroethene	**17.6**		µg/l		20.0	BRL	88	70-130		
Toluene	**18.1**		µg/l		20.0	BRL	90	70-130		
1,2,3-Trichlorobenzene	**21.7**		µg/l		20.0	BRL	108	70-130		
1,2,4-Trichlorobenzene	**20.6**		µg/l		20.0	BRL	103	70-130		
1,3,5-Trichlorobenzene	**19.8**		µg/l		20.0	BRL	99	70-130		
1,1,1-Trichloroethane	**18.5**		µg/l		20.0	BRL	93	70-130		
1,1,2-Trichloroethane	**20.2**		µg/l		20.0	BRL	101	70-130		
Trichloroethene	**16.9**		µg/l		20.0	BRL	84	70-130		
Trichlorofluoromethane (Freon 11)	**19.2**		µg/l		20.0	BRL	96	70-130		
1,2,3-Trichloropropane	**20.9**		µg/l		20.0	BRL	104	70-130		
1,2,4-Trimethylbenzene	**21.1**		µg/l		20.0	BRL	106	70-130		
1,3,5-Trimethylbenzene	**21.5**		µg/l		20.0	BRL	107	70-130		
Vinyl chloride	**19.4**		µg/l		20.0	BRL	97	70-130		
m,p-Xylene	**41.6**		µg/l		40.0	BRL	104	70-130		
o-Xylene	**21.0**		µg/l		20.0	BRL	105	70-130		
Tetrahydrofuran	**17.4**		µg/l		20.0	BRL	87	70-130		
Ethyl ether	**21.0**		µg/l		20.0	BRL	105	70-130		
Tert-amyl methyl ether	**22.2**		µg/l		20.0	BRL	111	70-130		
Ethyl tert-butyl ether	**15.5**		µg/l		20.0	BRL	77	70-130		
Di-isopropyl ether	**17.9**		µg/l		20.0	BRL	90	70-130		
Tert-Butanol / butyl alcohol	**170**		µg/l		200	BRL	85	70-130		
1,4-Dioxane	**182**		µg/l		200	BRL	91	70-130		
trans-1,4-Dichloro-2-butene	**17.3**		µg/l		20.0	BRL	86	70-130		
Ethanol	**433**		µg/l		400	BRL	108	70-130		
Surrogate: 4-Bromofluorobenzene	*51.9*		µg/l		*50.0*		*104*	*70-130*		
Surrogate: Toluene-d8	*50.8*		µg/l		*50.0*		*102*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*50.8*		µg/l		*50.0*		*102*	*70-130*		
Surrogate: Dibromofluoromethane	*52.4*		µg/l		*50.0*		*105*	*70-130*		
Matrix Spike Dup (1126131-MSD1)			Source: SB40201-03		Prepared & Analyzed: 14-Dec-11					
1,1,2-Trichlorotrifluoroethane (Freon 113)	**21.0**		µg/l		20.0	BRL	105	70-130	4	30
Acetone	**22.0**		µg/l		20.0	BRL	110	70-130	7	30
Acrylonitrile	**22.5**		µg/l		20.0	BRL	112	70-130	3	30
Benzene	**17.8**		µg/l		20.0	BRL	89	70-130	0.2	30
Bromobenzene	**20.7**		µg/l		20.0	BRL	104	70-130	2	30
Bromochloromethane	**18.9**		µg/l		20.0	BRL	95	70-130	0.7	30
Bromodichloromethane	**19.7**		µg/l		20.0	BRL	99	70-130	0.6	30
Bromoform	**19.8**		µg/l		20.0	BRL	99	70-130	3	30
Bromomethane	**16.3**		µg/l		20.0	BRL	82	70-130	0.6	30
2-Butanone (MEK)	**17.3**		µg/l		20.0	BRL	86	70-130	5	30
n-Butylbenzene	**20.3**		µg/l		20.0	BRL	102	70-130	3	30
sec-Butylbenzene	**22.9**		µg/l		20.0	BRL	114	70-130	0.2	30
tert-Butylbenzene	**22.5**		µg/l		20.0	BRL	112	70-130	0.8	30
Carbon disulfide	**11.6**	QM7	µg/l		20.0	BRL	58	70-130	2	30
Carbon tetrachloride	**19.0**		µg/l		20.0	BRL	95	70-130	1	30
Chlorobenzene	**19.2**		µg/l		20.0	BRL	96	70-130	2	30
Chloroethane	**17.9**		µg/l		20.0	BRL	90	70-130	2	30
Chloroform	**20.1**		µg/l		20.0	BRL	100	70-130	2	30
Chloromethane	**14.6**		µg/l		20.0	BRL	73	70-130	3	30
2-Chlorotoluene	**21.0**		µg/l		20.0	BRL	105	70-130	0.4	30
4-Chlorotoluene	**20.9**		µg/l		20.0	BRL	104	70-130	2	30

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1126131 - SW846 5030 Water MS										
Matrix Spike Dup (1126131-MSD1)			Source: SB40201-03		Prepared & Analyzed: 14-Dec-11					
1,2-Dibromo-3-chloropropane	**18.1**		µg/l		20.0	BRL	91	70-130	2	30
Dibromochloromethane	**19.7**		µg/l		20.0	BRL	99	70-130	0.8	30
1,2-Dibromoethane (EDB)	**19.2**		µg/l		20.0	BRL	96	70-130	2	30
Dibromomethane	**18.8**		µg/l		20.0	BRL	94	70-130	0.5	30
1,2-Dichlorobenzene	**20.1**		µg/l		20.0	BRL	100	70-130	2	30
1,3-Dichlorobenzene	**21.3**		µg/l		20.0	BRL	107	70-130	0.8	30
1,4-Dichlorobenzene	**18.7**		µg/l		20.0	BRL	94	70-130	0.9	30
Dichlorodifluoromethane (Freon12)	**14.5**		µg/l		20.0	BRL	72	70-130	3	30
1,1-Dichloroethane	**20.7**		µg/l		20.0	BRL	104	70-130	4	30
1,2-Dichloroethane	**18.7**		µg/l		20.0	BRL	94	70-130	2	30
1,1-Dichloroethene	**18.6**		µg/l		20.0	BRL	93	70-130	1	30
cis-1,2-Dichloroethene	**18.1**		µg/l		20.0	BRL	91	70-130	1	30
trans-1,2-Dichloroethene	**18.2**		µg/l		20.0	BRL	91	70-130	3	30
1,2-Dichloropropane	**18.6**		µg/l		20.0	BRL	93	70-130	1	30
1,3-Dichloropropane	**19.8**		µg/l		20.0	BRL	99	70-130	1	30
2,2-Dichloropropane	**16.8**		µg/l		20.0	BRL	84	70-130	1	30
1,1-Dichloropropene	**16.4**		µg/l		20.0	BRL	82	70-130	1	30
cis-1,3-Dichloropropene	**18.0**		µg/l		20.0	BRL	90	70-130	0.7	30
trans-1,3-Dichloropropene	**17.7**		µg/l		20.0	BRL	88	70-130	2	30
Ethylbenzene	**19.2**		µg/l		20.0	BRL	96	70-130	0.05	30
Hexachlorobutadiene	**20.6**		µg/l		20.0	BRL	103	70-130	3	30
2-Hexanone (MBK)	**18.0**		µg/l		20.0	BRL	90	70-130	0.2	30
Isopropylbenzene	**20.4**		µg/l		20.0	BRL	102	70-130	2	30
4-Isopropyltoluene	**19.8**		µg/l		20.0	BRL	99	70-130	3	30
Methyl tert-butyl ether	**17.8**		µg/l		20.0	BRL	89	70-130	1	30
4-Methyl-2-pentanone (MIBK)	**19.2**		µg/l		20.0	BRL	96	70-130	0.5	30
Methylene chloride	**20.3**		µg/l		20.0	BRL	102	70-130	3	30
Naphthalene	**19.2**		µg/l		20.0	BRL	96	70-130	3	30
n-Propylbenzene	**21.3**		µg/l		20.0	BRL	107	70-130	0.6	30
Styrene	**20.9**		µg/l		20.0	BRL	104	70-130	1	30
1,1,1,2-Tetrachloroethane	**20.6**		µg/l		20.0	BRL	103	70-130	2	30
1,1,2,2-Tetrachloroethane	**24.8**		µg/l		20.0	BRL	124	70-130	2	30
Tetrachloroethene	**17.6**		µg/l		20.0	BRL	88	70-130	0.2	30
Toluene	**18.2**		µg/l		20.0	BRL	91	70-130	0.4	30
1,2,3-Trichlorobenzene	**22.6**		µg/l		20.0	BRL	113	70-130	4	30
1,2,4-Trichlorobenzene	**21.3**		µg/l		20.0	BRL	106	70-130	3	30
1,3,5-Trichlorobenzene	**20.3**		µg/l		20.0	BRL	102	70-130	3	30
1,1,1-Trichloroethane	**18.8**		µg/l		20.0	BRL	94	70-130	2	30
1,1,2-Trichloroethane	**20.2**		µg/l		20.0	BRL	101	70-130	0.05	30
Trichloroethene	**17.1**		µg/l		20.0	BRL	85	70-130	1	30
Trichlorofluoromethane (Freon 11)	**18.6**		µg/l		20.0	BRL	93	70-130	3	30
1,2,3-Trichloropropane	**20.3**		µg/l		20.0	BRL	102	70-130	3	30
1,2,4-Trimethylbenzene	**21.2**		µg/l		20.0	BRL	106	70-130	0.2	30
1,3,5-Trimethylbenzene	**21.4**		µg/l		20.0	BRL	107	70-130	0.2	30
Vinyl chloride	**19.3**		µg/l		20.0	BRL	96	70-130	0.6	30
m,p-Xylene	**40.3**		µg/l		40.0	BRL	101	70-130	3	30
o-Xylene	**20.9**		µg/l		20.0	BRL	105	70-130	0.1	30
Tetrahydrofuran	**18.5**		µg/l		20.0	BRL	92	70-130	6	30
Ethyl ether	**21.0**		µg/l		20.0	BRL	105	70-130	0.3	30
Tert-amyl methyl ether	**22.6**		µg/l		20.0	BRL	113	70-130	1	30
Ethyl tert-butyl ether	**15.7**		µg/l		20.0	BRL	79	70-130	2	30
Di-isopropyl ether	**18.1**		µg/l		20.0	BRL	91	70-130	0.9	30

Volatile Organic Compounds - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1126131 - SW846 5030 Water MS										
Matrix Spike Dup (1126131-MSD1)			Source: SB40201-03		Prepared & Analyzed: 14-Dec-11					
Tert-Butanol / butyl alcohol	**175**		µg/l		200	BRL	88	70-130	3	30
1,4-Dioxane	**211**		µg/l		200	BRL	105	70-130	15	30
trans-1,4-Dichloro-2-butene	**17.8**		µg/l		20.0	BRL	89	70-130	3	30
Ethanol	**454**		µg/l		400	BRL	113	70-130	5	30
Surrogate: 4-Bromofluorobenzene	*51.1*		µg/l		*50.0*		*102*	*70-130*		
Surrogate: Toluene-d8	*51.6*		µg/l		*50.0*		*103*	*70-130*		
Surrogate: 1,2-Dichloroethane-d4	*51.2*		µg/l		*50.0*		*102*	*70-130*		
Surrogate: Dibromofluoromethane	*52.4*		µg/l		*50.0*		*105*	*70-130*		

Organic Compounds by Modified SW846 8015 - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125087 - SW846 8015 Mod.										
Blank (1125087-BLK1)					Prepared: 03-Dec-11 Analyzed: 08-Dec-11					
Diethylene glycol	< 20.0		mg/l	20.0						
Ethylene glycol	< 10.0		mg/l	10.0						
Ethylene glycol monobutyl ether	< 10.0		mg/l	10.0						
Propylene glycol	< 10.0		mg/l	10.0						
Surrogate: 1-Pentanol	*45.6*		mg/l		*50.0*		*91*	*40-140*		
LCS (1125087-BS1)					Prepared: 03-Dec-11 Analyzed: 08-Dec-11					
Diethylene glycol	**98.0**		mg/l	20.0	100		98	40-140		
Ethylene glycol	**98.8**		mg/l	10.0	100		99	40-140		
Ethylene glycol monobutyl ether	**102**		mg/l	10.0	100		102	40-140		
Propylene glycol	**90.6**		mg/l	10.0	100		91	40-140		
Duplicate (1125087-DUP1)			**Source: SB40201-03**		Prepared: 03-Dec-11 Analyzed: 12-Dec-11					
Diethylene glycol	< 20.0		mg/l	20.0		BRL				200
Ethylene glycol	< 10.0		mg/l	10.0		BRL				200
Ethylene glycol monobutyl ether	< 10.0		mg/l	10.0		BRL				200
Propylene glycol	< 10.0		mg/l	10.0		BRL				200
Surrogate: 1-Pentanol	*47.0*		mg/l		*50.0*		*94*	*40-140*		

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125468 - SW846 3510C										
Blank (1125468-BLK1)					Prepared: 07-Dec-11 Analyzed: 08-Dec-11					
Acenaphthene	< 5.00		µg/l	5.00						
Tentatively Identified Compounds	**None found**		µg/l							
Acenaphthylene	< 5.00		µg/l	5.00						
Aniline	< 5.00		µg/l	5.00						
Anthracene	< 5.00		µg/l	5.00						
Azobenzene/Diphenyldiazine	< 5.00		µg/l	5.00						
Benzidine	< 5.00		µg/l	5.00						
Benzo (a) anthracene	< 5.00		µg/l	5.00						
Benzo (a) pyrene	< 5.00		µg/l	5.00						
Benzo (b) fluoranthene	< 5.00		µg/l	5.00						
Benzo (g,h,i) perylene	< 5.00		µg/l	5.00						
Benzo (k) fluoranthene	< 5.00		µg/l	5.00						
Benzoic acid	< 5.00		µg/l	5.00						
Benzyl alcohol	< 5.00		µg/l	5.00						
Bis(2-chloroethoxy)methane	< 5.00		µg/l	5.00						
Bis(2-chloroethyl)ether	< 5.00		µg/l	5.00						
Bis(2-chloroisopropyl)ether	< 5.00		µg/l	5.00						
Bis(2-ethylhexyl)phthalate	< 5.00		µg/l	5.00						
4-Bromophenyl phenyl ether	< 5.00		µg/l	5.00						
Butyl benzyl phthalate	< 5.00		µg/l	5.00						
Carbazole	< 5.00		µg/l	5.00						
4-Chloro-3-methylphenol	< 5.00		µg/l	5.00						
4-Chloroaniline	< 5.00		µg/l	5.00						
2-Chloronaphthalene	< 5.00		µg/l	5.00						
2-Chlorophenol	< 5.00		µg/l	5.00						
4-Chlorophenyl phenyl ether	< 5.00		µg/l	5.00						
Chrysene	< 5.00		µg/l	5.00						
Dibenzo (a,h) anthracene	< 5.00		µg/l	5.00						
Dibenzofuran	< 5.00		µg/l	5.00						
1,2-Dichlorobenzene	< 5.00		µg/l	5.00						
1,3-Dichlorobenzene	< 5.00		µg/l	5.00						
1,4-Dichlorobenzene	< 5.00		µg/l	5.00						
3,3'-Dichlorobenzidine	< 5.00		µg/l	5.00						
2,4-Dichlorophenol	< 5.00		µg/l	5.00						
Diethyl phthalate	< 5.00		µg/l	5.00						
Dimethyl phthalate	< 5.00		µg/l	5.00						
2,4-Dimethylphenol	< 5.00		µg/l	5.00						
Di-n-butyl phthalate	< 5.00		µg/l	5.00						
4,6-Dinitro-2-methylphenol	< 5.00		µg/l	5.00						
2,4-Dinitrophenol	< 5.00		µg/l	5.00						
2,4-Dinitrotoluene	< 5.00		µg/l	5.00						
2,6-Dinitrotoluene	< 5.00		µg/l	5.00						
Di-n-octyl phthalate	< 5.00		µg/l	5.00						
Fluoranthene	< 5.00		µg/l	5.00						
Fluorene	< 5.00		µg/l	5.00						
Hexachlorobenzene	< 5.00		µg/l	5.00						
Hexachlorobutadiene	< 5.00		µg/l	5.00						
Hexachlorocyclopentadiene	< 5.00		µg/l	5.00						
Hexachloroethane	< 5.00		µg/l	5.00						
Indeno (1,2,3-cd) pyrene	< 5.00		µg/l	5.00						
Isophorone	< 5.00		µg/l	5.00						
2-Methylnaphthalene	< 5.00		µg/l	5.00						

Semivolatile Organic Compounds by GCMS - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125468 - SW846 3510C										
Blank (1125468-BLK1)					Prepared: 07-Dec-11 Analyzed: 08-Dec-11					
2-Methylphenol	< 5.00		µg/l	5.00						
3 & 4-Methylphenol	< 10.0		µg/l	10.0						
Naphthalene	< 5.00		µg/l	5.00						
2-Nitroaniline	< 5.00		µg/l	5.00						
3-Nitroaniline	< 5.00		µg/l	5.00						
4-Nitroaniline	< 20.0		µg/l	20.0						
Nitrobenzene	< 5.00		µg/l	5.00						
2-Nitrophenol	< 5.00		µg/l	5.00						
4-Nitrophenol	< 20.0		µg/l	20.0						
N-Nitrosodimethylamine	< 5.00		µg/l	5.00						
N-Nitrosodi-n-propylamine	< 5.00		µg/l	5.00						
N-Nitrosodiphenylamine	< 5.00		µg/l	5.00						
Pentachlorophenol	< 20.0		µg/l	20.0						
Phenanthrene	< 5.00		µg/l	5.00						
Phenol	< 5.00		µg/l	5.00						
Pyrene	< 5.00		µg/l	5.00						
Pyridine	< 5.00		µg/l	5.00						
1,2,4-Trichlorobenzene	< 5.00		µg/l	5.00						
1-Methylnaphthalene	< 5.00		µg/l	5.00						
2,4,5-Trichlorophenol	< 5.00		µg/l	5.00						
2,4,6-Trichlorophenol	< 5.00		µg/l	5.00						
Pentachloronitrobenzene	< 5.00		µg/l	5.00						
1,2,4,5-Tetrachlorobenzene	< 5.00		µg/l	5.00						
Surrogate: 2-Fluorobiphenyl	*25.8*		µg/l		*50.0*		*52*	*30-130*		
Surrogate: 2-Fluorophenol	*21.5*		µg/l		*50.0*		*43*	*15-110*		
Surrogate: Nitrobenzene-d5	*25.8*		µg/l		*50.0*		*52*	*30-130*		
Surrogate: Phenol-d5	*16.8*		µg/l		*50.0*		*34*	*15-110*		
Surrogate: Terphenyl-dl4	*36.8*		µg/l		*50.0*		*74*	*30-130*		
Surrogate: 2,4,6-Tribromophenol	*47.1*		µg/l		*50.0*		*94*	*15-110*		
LCS (1125468-BS1)					Prepared: 07-Dec-11 Analyzed: 08-Dec-11					
Acenaphthene	**33.5**		µg/l	5.00	50.0		67	40-130		
Acenaphthylene	**32.4**		µg/l	5.00	50.0		65	40-130		
Aniline	**22.7**		µg/l	5.00	50.0		45	40-130		
Anthracene	**33.8**		µg/l	5.00	50.0		68	40-130		
Azobenzene/Diphenyldiazine	**30.9**		µg/l	5.00	50.0		62	40-130		
Benzidine	**3.25**	QC2	µg/l	5.00	50.0		6	40-140		
Benzo (a) anthracene	**35.3**		µg/l	5.00	50.0		71	40-130		
Benzo (a) pyrene	**34.4**		µg/l	5.00	50.0		69	40-130		
Benzo (b) fluoranthene	**30.7**		µg/l	5.00	50.0		61	40-130		
Benzo (g,h,i) perylene	**36.8**		µg/l	5.00	50.0		74	40-130		
Benzo (k) fluoranthene	**33.8**		µg/l	5.00	50.0		68	40-130		
Benzoic acid	**20.0**		µg/l	5.00	50.0		40	40-130		
Benzyl alcohol	**42.1**		µg/l	5.00	50.0		84	40-130		
Bis(2-chloroethoxy)methane	**23.0**		µg/l	5.00	50.0		46	40-130		
Bis(2-chloroethyl)ether	**23.8**		µg/l	5.00	50.0		48	40-130		
Bis(2-chloroisopropyl)ether	**13.6**	QC2	µg/l	5.00	50.0		27	40-130		
Bis(2-ethylhexyl)phthalate	**35.6**		µg/l	5.00	50.0		71	40-130		
4-Bromophenyl phenyl ether	**34.7**		µg/l	5.00	50.0		69	40-130		
Butyl benzyl phthalate	**33.1**		µg/l	5.00	50.0		66	40-130		
Carbazole	**31.2**		µg/l	5.00	50.0		62	40-130		
4-Chloro-3-methylphenol	**31.9**		µg/l	5.00	50.0		64	40-130		

Semivolatile Organic Compounds by GCMS - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125468 - SW846 3510C										
LCS (1125468-BS1)						Prepared: 07-Dec-11 Analyzed: 08-Dec-11				
4-Chloroaniline	**28.6**		µg/l	5.00	50.0		57	40-130		
2-Chloronaphthalene	**30.1**		µg/l	5.00	50.0		60	40-130		
2-Chlorophenol	**28.2**		µg/l	5.00	50.0		56	40-130		
4-Chlorophenyl phenyl ether	**31.2**		µg/l	5.00	50.0		62	40-130		
Chrysene	**34.6**		µg/l	5.00	50.0		69	40-130		
Dibenzo (a,h) anthracene	**36.7**		µg/l	5.00	50.0		73	40-130		
Dibenzofuran	**33.9**		µg/l	5.00	50.0		68	40-130		
1,2-Dichlorobenzene	**25.8**		µg/l	5.00	50.0		52	40-130		
1,3-Dichlorobenzene	**24.5**		µg/l	5.00	50.0		49	40-130		
1,4-Dichlorobenzene	**25.0**		µg/l	5.00	50.0		50	40-130		
3,3'-Dichlorobenzidine	**31.5**		µg/l	5.00	50.0		63	40-130		
2,4-Dichlorophenol	**30.0**		µg/l	5.00	50.0		60	40-130		
Diethyl phthalate	**37.4**		µg/l	5.00	50.0		75	40-130		
Dimethyl phthalate	**34.6**		µg/l	5.00	50.0		69	40-130		
2,4-Dimethylphenol	**28.4**		µg/l	5.00	50.0		57	40-130		
Di-n-butyl phthalate	**33.2**		µg/l	5.00	50.0		66	40-130		
4,6-Dinitro-2-methylphenol	**37.7**		µg/l	5.00	50.0		75	40-130		
2,4-Dinitrophenol	**35.8**		µg/l	5.00	50.0		72	40-130		
2,4-Dinitrotoluene	**34.2**		µg/l	5.00	50.0		68	40-130		
2,6-Dinitrotoluene	**33.2**		µg/l	5.00	50.0		66	40-130		
Di-n-octyl phthalate	**31.6**		µg/l	5.00	50.0		63	40-130		
Fluoranthene	**32.1**		µg/l	5.00	50.0		64	40-130		
Fluorene	**31.5**		µg/l	5.00	50.0		63	40-130		
Hexachlorobenzene	**37.4**		µg/l	5.00	50.0		75	40-130		
Hexachlorobutadiene	**25.8**		µg/l	5.00	50.0		52	40-130		
Hexachlorocyclopentadiene	**25.4**		µg/l	5.00	50.0		51	40-130		
Hexachloroethane	**23.0**		µg/l	5.00	50.0		46	40-130		
Indeno (1,2,3-cd) pyrene	**35.1**		µg/l	5.00	50.0		70	40-130		
Isophorone	**21.9**		µg/l	5.00	50.0		44	40-130		
2-Methylnaphthalene	**29.5**		µg/l	5.00	50.0		59	40-130		
2-Methylphenol	**25.7**		µg/l	5.00	50.0		51	40-130		
3 & 4-Methylphenol	**26.4**		µg/l	10.0	50.0		53	40-130		
Naphthalene	**27.3**		µg/l	5.00	50.0		55	40-130		
2-Nitroaniline	**40.1**		µg/l	5.00	50.0		80	40-130		
3-Nitroaniline	**31.5**		µg/l	5.00	50.0		63	40-130		
4-Nitroaniline	**30.5**		µg/l	20.0	50.0		61	40-130		
Nitrobenzene	**22.9**		µg/l	5.00	50.0		46	40-130		
2-Nitrophenol	**31.5**		µg/l	5.00	50.0		63	40-130		
4-Nitrophenol	**33.1**		µg/l	20.0	50.0		66	40-130		
N-Nitrosodimethylamine	**17.5**	QC2	µg/l	5.00	50.0		35	40-130		
N-Nitrosodi-n-propylamine	**23.6**		µg/l	5.00	50.0		47	40-130		
N-Nitrosodiphenylamine	**34.2**		µg/l	5.00	50.0		68	40-130		
Pentachlorophenol	**42.4**		µg/l	20.0	50.0		85	40-130		
Phenanthrene	**33.0**		µg/l	5.00	50.0		66	40-130		
Phenol	**16.5**	QC2	µg/l	5.00	50.0		33	40-130		
Pyrene	**36.0**		µg/l	5.00	50.0		72	40-130		
Pyridine	**7.92**	QC2	µg/l	5.00	50.0		16	40-140		
1,2,4-Trichlorobenzene	**27.4**		µg/l	5.00	50.0		55	40-130		
1-Methylnaphthalene	**30.1**		µg/l	5.00	50.0		60	40-140		
2,4,5-Trichlorophenol	**33.4**		µg/l	5.00	50.0		67	40-130		
2,4,6-Trichlorophenol	**29.3**		µg/l	5.00	50.0		59	40-130		
Pentachloronitrobenzene	**37.1**		µg/l	5.00	50.0		74	40-140		

Semivolatile Organic Compounds by GCMS - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125468 - SW846 3510C										
LCS (1125468-BS1)					Prepared: 07-Dec-11 Analyzed: 08-Dec-11					
1,2,4,5-Tetrachlorobenzene	**35.1**		µg/l	5.00	50.0		70	40-140		
Surrogate: 2-Fluorobiphenyl	*31.4*		µg/l		*50.0*		*63*	*30-130*		
Surrogate: 2-Fluorophenol	*21.8*		µg/l		*50.0*		*44*	*15-110*		
Surrogate: Nitrobenzene-d5	*28.1*		µg/l		*50.0*		*56*	*30-130*		
Surrogate: Phenol-d5	*16.1*		µg/l		*50.0*		*32*	*15-110*		
Surrogate: Terphenyl-d14	*41.0*		µg/l		*50.0*		*82*	*30-130*		
Surrogate: 2,4,6-Tribromophenol	*50.1*		µg/l		*50.0*		*100*	*15-110*		
Duplicate (1125468-DUP1)			Source: SB40201-03		Prepared: 07-Dec-11 Analyzed: 08-Dec-11					
Acenaphthene	< 5.21		µg/l	5.21		BRL				50
Acenaphthylene	< 5.21		µg/l	5.21		BRL				50
Aniline	< 5.21		µg/l	5.21		BRL				50
Anthracene	< 5.21		µg/l	5.21		BRL				50
Azobenzene/Diphenyldiazine	< 5.21		µg/l	5.21		BRL				50
Benzidine	< 5.21		µg/l	5.21		BRL				50
Benzo (a) anthracene	< 5.21		µg/l	5.21		BRL				50
Benzo (a) pyrene	< 5.21		µg/l	5.21		BRL				50
Benzo (b) fluoranthene	< 5.21		µg/l	5.21		BRL				50
Benzo (g,h,i) perylene	< 5.21		µg/l	5.21		BRL				50
Benzo (k) fluoranthene	< 5.21		µg/l	5.21		BRL				50
Benzoic acid	< 5.21		µg/l	5.21		BRL				50
Benzyl alcohol	< 5.21		µg/l	5.21		BRL				50
Bis(2-chloroethoxy)methane	< 5.21		µg/l	5.21		BRL				50
Bis(2-chloroethyl)ether	< 5.21		µg/l	5.21		BRL				50
Bis(2-chloroisopropyl)ether	< 5.21		µg/l	5.21		BRL				50
Bis(2-ethylhexyl)phthalate	< 5.21		µg/l	5.21		3.36				50
4-Bromophenyl phenyl ether	< 5.21		µg/l	5.21		BRL				50
Butyl benzyl phthalate	< 5.21		µg/l	5.21		BRL				50
Carbazole	< 5.21		µg/l	5.21		BRL				50
4-Chloro-3-methylphenol	< 5.21		µg/l	5.21		BRL				50
4-Chloroaniline	< 5.21		µg/l	5.21		BRL				50
2-Chloronaphthalene	< 5.21		µg/l	5.21		BRL				50
2-Chlorophenol	< 5.21		µg/l	5.21		BRL				50
4-Chlorophenyl phenyl ether	< 5.21		µg/l	5.21		BRL				50
Chrysene	< 5.21		µg/l	5.21		BRL				50
Dibenzo (a,h) anthracene	< 5.21		µg/l	5.21		BRL				50
Dibenzofuran	< 5.21		µg/l	5.21		BRL				50
1,2-Dichlorobenzene	< 5.21		µg/l	5.21		BRL				50
1,3-Dichlorobenzene	< 5.21		µg/l	5.21		BRL				50
1,4-Dichlorobenzene	< 5.21		µg/l	5.21		BRL				50
3,3'-Dichlorobenzidine	< 5.21		µg/l	5.21		BRL				50
2,4-Dichlorophenol	< 5.21		µg/l	5.21		BRL				50
Diethyl phthalate	< 5.21		µg/l	5.21		BRL				50
Dimethyl phthalate	< 5.21		µg/l	5.21		BRL				50
2,4-Dimethylphenol	< 5.21		µg/l	5.21		BRL				50
Di-n-butyl phthalate	< 5.21		µg/l	5.21		BRL				50
4,6-Dinitro-2-methylphenol	< 5.21		µg/l	5.21		BRL				50
2,4-Dinitrophenol	< 5.21		µg/l	5.21		BRL				50
2,4-Dinitrotoluene	< 5.21		µg/l	5.21		BRL				50
2,6-Dinitrotoluene	< 5.21		µg/l	5.21		BRL				50
Di-n-octyl phthalate	< 5.21		µg/l	5.21		BRL				50
Fluoranthene	< 5.21		µg/l	5.21		BRL				50

Semivolatile Organic Compounds by GCMS - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125468 - SW846 3510C										
Duplicate (1125468-DUP1)			Source: SB40201-03		Prepared: 07-Dec-11 Analyzed: 08-Dec-11					
Fluorene	< 5.21		µg/l	5.21		BRL				50
Hexachlorobenzene	< 5.21		µg/l	5.21		BRL				50
Hexachlorobutadiene	< 5.21		µg/l	5.21		BRL				50
Hexachlorocyclopentadiene	< 5.21		µg/l	5.21		BRL				50
Hexachloroethane	< 5.21		µg/l	5.21		BRL				50
Indeno (1,2,3-cd) pyrene	< 5.21		µg/l	5.21		BRL				50
Isophorone	< 5.21		µg/l	5.21		BRL				50
2-Methylnaphthalene	< 5.21		µg/l	5.21		BRL				50
2-Methylphenol	< 5.21		µg/l	5.21		BRL				50
3 & 4-Methylphenol	< 10.4		µg/l	10.4		BRL				50
Naphthalene	< 5.21		µg/l	5.21		BRL				50
2-Nitroaniline	< 5.21		µg/l	5.21		BRL				50
3-Nitroaniline	< 5.21		µg/l	5.21		BRL				50
4-Nitroaniline	< 20.8		µg/l	20.8		BRL				50
Nitrobenzene	< 5.21		µg/l	5.21		BRL				50
2-Nitrophenol	< 5.21		µg/l	5.21		BRL				50
4-Nitrophenol	< 20.8		µg/l	20.8		BRL				50
N-Nitrosodimethylamine	< 5.21		µg/l	5.21		BRL				50
N-Nitrosodi-n-propylamine	< 5.21		µg/l	5.21		BRL				50
N-Nitrosodiphenylamine	< 5.21		µg/l	5.21		BRL				50
Pentachlorophenol	< 20.8		µg/l	20.8		BRL				50
Phenanthrene	< 5.21		µg/l	5.21		BRL				50
Phenol	< 5.21		µg/l	5.21		BRL				50
Pyrene	< 5.21		µg/l	5.21		BRL				50
Pyridine	< 5.21		µg/l	5.21		BRL				50
1,2,4-Trichlorobenzene	< 5.21		µg/l	5.21		BRL				50
1-Methylnaphthalene	< 5.21		µg/l	5.21		BRL				50
2,4,5-Trichlorophenol	< 5.21		µg/l	5.21		BRL				50
2,4,6-Trichlorophenol	< 5.21		µg/l	5.21		BRL				50
Pentachloronitrobenzene	< 5.21		µg/l	5.21		BRL				50
1,2,4,5-Tetrachlorobenzene	< 5.21		µg/l	5.21		BRL				50
Surrogate: 2-Fluorobiphenyl	*27.0*		µg/l		*52.1*		*52*	*30-130*		
Surrogate: 2-Fluorophenol	*20.1*		µg/l		*52.1*		*39*	*15-110*		
Surrogate: Nitrobenzene-d5	*25.1*		µg/l		*52.1*		*48*	*30-130*		
Surrogate: Phenol-d5	*15.3*		µg/l		*52.1*		*29*	*15-110*		
Surrogate: Terphenyl-d14	*37.2*		µg/l		*52.1*		*71*	*30-130*		
Surrogate: 2,4,6-Tribromophenol	*45.8*		µg/l		*52.1*		*88*	*15-110*		
Matrix Spike (1125468-MS1)			Source: SB40201-03		Prepared: 07-Dec-11 Analyzed: 08-Dec-11					
Acenaphthene	**34.3**		µg/l	5.26	52.6	BRL	65	40-140		
Acenaphthylene	**33.0**		µg/l	5.26	52.6	BRL	63	40-140		
Aniline	**20.3**	QC2	µg/l	5.26	52.6	BRL	39	40-140		
Anthracene	**37.9**		µg/l	5.26	52.6	BRL	72	40-140		
Azobenzene/Diphenyldiazine	**33.8**		µg/l	5.26	52.6	BRL	64	40-140		
Benzidine	< 5.26	QC2	µg/l	5.26	52.6	BRL		40-140		
Benzo (a) anthracene	**37.4**		µg/l	5.26	52.6	BRL	71	40-140		
Benzo (a) pyrene	**37.7**		µg/l	5.26	52.6	BRL	72	40-140		
Benzo (b) fluoranthene	**32.4**		µg/l	5.26	52.6	BRL	61	40-140		
Benzo (g,h,i) perylene	**36.6**		µg/l	5.26	52.6	BRL	70	40-140		
Benzo (k) fluoranthene	**34.5**		µg/l	5.26	52.6	BRL	66	40-140		
Benzoic acid	**21.7**		µg/l	5.26	52.6	BRL	41	30-130		
Benzyl alcohol	**44.5**		µg/l	5.26	52.6	BRL	85	40-140		

Semivolatile Organic Compounds by GCMS - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125468 - SW846 3510C										
Matrix Spike (1125468-MS1)			Source: SB40201-03		Prepared: 07-Dec-11 Analyzed: 08-Dec-11					
Bis(2-chloroethoxy)methane	**24.1**		µg/l	5.26	52.6	BRL	46	40-140		
Bis(2-chloroethyl)ether	**24.0**		µg/l	5.26	52.6	BRL	46	40-140		
Bis(2-chloroisopropyl)ether	**14.3**	QC2	µg/l	5.26	52.6	BRL	27	40-140		
Bis(2-ethylhexyl)phthalate	**37.0**		µg/l	5.26	52.6	3.36	64	40-140		
4-Bromophenyl phenyl ether	**36.0**		µg/l	5.26	52.6	BRL	68	40-140		
Butyl benzyl phthalate	**33.3**		µg/l	5.26	52.6	BRL	63	40-140		
Carbazole	**37.4**		µg/l	5.26	52.6	BRL	71	40-140		
4-Chloro-3-methylphenol	**32.9**		µg/l	5.26	52.6	BRL	63	30-130		
4-Chloroaniline	**27.6**		µg/l	5.26	52.6	BRL	52	40-140		
2-Chloronaphthalene	**29.9**		µg/l	5.26	52.6	BRL	57	40-140		
2-Chlorophenol	**29.0**		µg/l	5.26	52.6	BRL	55	30-130		
4-Chlorophenyl phenyl ether	**32.5**		µg/l	5.26	52.6	BRL	62	40-140		
Chrysene	**36.3**		µg/l	5.26	52.6	BRL	67	40-140		
Dibenzo (a,h) anthracene	**37.7**		µg/l	5.26	52.6	BRL	72	40-140		
Dibenzofuran	**33.3**		µg/l	5.26	52.6	BRL	63	40-140		
1,2-Dichlorobenzene	**26.7**		µg/l	5.26	52.6	BRL	51	40-140		
1,3-Dichlorobenzene	**26.1**		µg/l	5.26	52.6	BRL	50	40-140		
1,4-Dichlorobenzene	**25.5**		µg/l	5.26	52.6	BRL	48	40-140		
3,3'-Dichlorobenzidine	**13.1**	QC2	µg/l	5.26	52.6	BRL	25	40-140		
2,4-Dichlorophenol	**31.7**		µg/l	5.26	52.6	BRL	60	30-130		
Diethyl phthalate	**37.4**		µg/l	5.26	52.6	BRL	71	40-140		
Dimethyl phthalate	**34.3**		µg/l	5.26	52.6	BRL	65	40-140		
2,4-Dimethylphenol	**31.2**		µg/l	5.26	52.6	BRL	59	30-130		
Di-n-butyl phthalate	**35.7**		µg/l	5.26	52.6	BRL	68	40-140		
4,6-Dinitro-2-methylphenol	**40.6**		µg/l	5.26	52.6	BRL	77	30-130		
2,4-Dinitrophenol	**39.2**		µg/l	5.26	52.6	BRL	74	30-130		
2,4-Dinitrotoluene	**34.8**		µg/l	5.26	52.6	BRL	66	40-140		
2,6-Dinitrotoluene	**35.2**		µg/l	5.26	52.6	BRL	67	40-140		
Di-n-octyl phthalate	**33.8**		µg/l	5.26	52.6	BRL	64	40-140		
Fluoranthene	**35.0**		µg/l	5.26	52.6	BRL	67	40-140		
Fluorene	**33.9**		µg/l	5.26	52.6	BRL	64	40-140		
Hexachlorobenzene	**38.4**		µg/l	5.26	52.6	BRL	73	40-140		
Hexachlorobutadiene	**27.1**		µg/l	5.26	52.6	BRL	51	40-140		
Hexachlorocyclopentadiene	**25.5**		µg/l	5.26	52.6	BRL	49	40-140		
Hexachloroethane	**24.3**		µg/l	5.26	52.6	BRL	46	40-140		
Indeno (1,2,3-cd) pyrene	**36.3**		µg/l	5.26	52.6	BRL	69	40-140		
Isophorone	**22.4**		µg/l	5.26	52.6	BRL	43	30-130		
2-Methylnaphthalene	**30.5**		µg/l	5.26	52.6	BRL	58	40-140		
2-Methylphenol	**27.3**		µg/l	5.26	52.6	BRL	52	30-130		
3 & 4-Methylphenol	**27.4**		µg/l	10.5	52.6	BRL	52	30-130		
Naphthalene	**28.7**		µg/l	5.26	52.6	BRL	54	40-140		
2-Nitroaniline	**40.1**		µg/l	5.26	52.6	BRL	76	40-140		
3-Nitroaniline	**31.6**		µg/l	5.26	52.6	BRL	60	40-140		
4-Nitroaniline	**31.0**		µg/l	21.1	52.6	BRL	59	40-140		
Nitrobenzene	**22.9**		µg/l	5.26	52.6	BRL	44	40-140		
2-Nitrophenol	**32.8**		µg/l	5.26	52.6	BRL	62	30-130		
4-Nitrophenol	**31.5**		µg/l	21.1	52.6	BRL	60	30-130		
N-Nitrosodimethylamine	**17.2**	QC2	µg/l	5.26	52.6	BRL	33	40-140		
N-Nitrosodi-n-propylamine	**24.6**		µg/l	5.26	52.6	BRL	47	40-140		
N-Nitrosodiphenylamine	**36.7**		µg/l	5.26	52.6	BRL	70	40-140		
Pentachlorophenol	**46.4**		µg/l	21.1	52.6	BRL	88	30-130		
Phenanthrene	**36.0**		µg/l	5.26	52.6	BRL	68	40-140		

Semivolatile Organic Compounds by GCMS - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125468 - SW846 3510C										
Matrix Spike (1125468-MS1)			Source: SB40201-03		Prepared: 07-Dec-11 Analyzed: 08-Dec-11					
Phenol	**16.0**		µg/l	5.26	52.6	BRL	30	30-130		
Pyrene	**36.1**		µg/l	5.26	52.6	BRL	69	40-140		
Pyridine	**7.80**	QC2	µg/l	5.26	52.6	BRL	15	40-140		
1,2,4-Trichlorobenzene	**28.3**		µg/l	5.26	52.6	BRL	54	40-140		
1-Methylnaphthalene	**29.6**		µg/l	5.26	52.6	BRL	56	40-140		
2,4,5-Trichlorophenol	**34.9**		µg/l	5.26	52.6	BRL	66	30-130		
2,4,6-Trichlorophenol	**30.4**		µg/l	5.26	52.6	BRL	58	30-130		
Pentachloronitrobenzene	**39.9**		µg/l	5.26	52.6	BRL	76	40-140		
1,2,4,5-Tetrachlorobenzene	**35.2**		µg/l	5.26	52.6	BRL	67	40-140		
Surrogate: 2-Fluorobiphenyl	*32.1*		µg/l		*52.6*		*61*	*30-130*		
Surrogate: 2-Fluorophenol	*22.0*		µg/l		*52.6*		*42*	*15-110*		
Surrogate: Nitrobenzene-d5	*29.1*		µg/l		*52.6*		*55*	*30-130*		
Surrogate: Phenol-d5	*16.1*		µg/l		*52.6*		*30*	*15-110*		
Surrogate: Terphenyl-d14	*42.7*		µg/l		*52.6*		*81*	*30-130*		
Surrogate: 2,4,6-Tribromophenol	*53.9*		µg/l		*52.6*		*102*	*15-110*		
Matrix Spike Dup (1125468-MSD1)			Source: SB40201-03		Prepared: 07-Dec-11 Analyzed: 09-Dec-11					
Acenaphthene	**31.5**		µg/l	5.26	52.6	BRL	60	40-140	9	20
Acenaphthylene	**30.0**		µg/l	5.26	52.6	BRL	57	40-140	9	20
Aniline	**18.7**	QC2	µg/l	5.26	52.6	BRL	36	40-140	8	20
Anthracene	**35.8**		µg/l	5.26	52.6	BRL	68	40-140	6	20
Azobenzene/Diphenyldiazine	**31.0**		µg/l	5.26	52.6	BRL	59	40-140	8	20
Benzidine	< 5.26	QC2	µg/l	5.26	52.6	BRL		40-140		20
Benzo (a) anthracene	**32.7**		µg/l	5.26	52.6	BRL	62	40-140	13	20
Benzo (a) pyrene	**34.1**		µg/l	5.26	52.6	BRL	65	40-140	10	20
Benzo (b) fluoranthene	**30.0**		µg/l	5.26	52.6	BRL	57	40-140	8	20
Benzo (g,h,i) perylene	**32.8**		µg/l	5.26	52.6	BRL	62	40-140	11	20
Benzo (k) fluoranthene	**29.2**		µg/l	5.26	52.6	BRL	56	40-140	17	20
Benzoic acid	**18.3**		µg/l	5.26	52.6	BRL	35	30-130	17	20
Benzyl alcohol	**39.4**		µg/l	5.26	52.6	BRL	75	40-140	12	20
Bis(2-chloroethoxy)methane	**20.3**	QC2	µg/l	5.26	52.6	BRL	39	40-140	17	20
Bis(2-chloroethyl)ether	**21.8**		µg/l	5.26	52.6	BRL	41	40-140	10	20
Bis(2-chloroisopropyl)ether	**13.3**	QC2	µg/l	5.26	52.6	BRL	25	40-140	8	20
Bis(2-ethylhexyl)phthalate	**31.8**		µg/l	5.26	52.6	3.96	54	40-140	17	20
4-Bromophenyl phenyl ether	**33.7**		µg/l	5.26	52.6	BRL	64	40-140	7	20
Butyl benzyl phthalate	**29.2**		µg/l	5.26	52.6	BRL	56	40-140	13	20
Carbazole	**31.9**		µg/l	5.26	52.6	BRL	61	40-140	16	20
4-Chloro-3-methylphenol	**27.4**		µg/l	5.26	52.6	BRL	52	30-130	18	20
4-Chloroaniline	**21.9**	QR5	µg/l	5.26	52.6	BRL	42	40-140	23	20
2-Chloronaphthalene	**27.7**		µg/l	5.26	52.6	BRL	53	40-140	8	20
2-Chlorophenol	**26.5**		µg/l	5.26	52.6	BRL	50	30-130	9	20
4-Chlorophenyl phenyl ether	**29.3**		µg/l	5.26	52.6	BRL	56	40-140	10	20
Chrysene	**31.5**		µg/l	5.26	52.6	BRL	60	40-140	12	20
Dibenzo (a,h) anthracene	**33.5**		µg/l	5.26	52.6	BRL	64	40-140	12	20
Dibenzofuran	**30.8**		µg/l	5.26	52.6	BRL	59	40-140	8	20
1,2-Dichlorobenzene	**25.0**		µg/l	5.26	52.6	BRL	48	40-140	6	20
1,3-Dichlorobenzene	**24.7**		µg/l	5.26	52.6	BRL	47	40-140	6	20
1,4-Dichlorobenzene	**23.7**		µg/l	5.26	52.6	BRL	45	40-140	7	20
3,3'-Dichlorobenzidine	**12.4**	QC2	µg/l	5.26	52.6	BRL	23	40-140	6	20
2,4-Dichlorophenol	**26.8**		µg/l	5.26	52.6	BRL	51	30-130	17	20
Diethyl phthalate	**33.6**		µg/l	5.26	52.6	BRL	64	40-140	11	20
Dimethyl phthalate	**30.9**		µg/l	5.26	52.6	BRL	59	40-140	10	20

Semivolatile Organic Compounds by GCMS - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125468 - SW846 3510C										
Matrix Spike Dup (1125468-MSD1)			Source: SB40201-03		Prepared: 07-Dec-11 Analyzed: 09-Dec-11					
2,4-Dimethylphenol	**25.6**		µg/l	5.26	52.6	BRL	49	30-130	20	20
Di-n-butyl phthalate	**31.3**		µg/l	5.26	52.6	BRL	60	40-140	13	20
4,6-Dinitro-2-methylphenol	**36.6**		µg/l	5.26	52.6	BRL	69	30-130	10	20
2,4-Dinitrophenol	**35.0**		µg/l	5.26	52.6	BRL	67	30-130	11	20
2,4-Dinitrotoluene	**31.6**		µg/l	5.26	52.6	BRL	60	40-140	10	20
2,6-Dinitrotoluene	**32.1**		µg/l	5.26	52.6	BRL	61	40-140	9	20
Di-n-octyl phthalate	**29.1**		µg/l	5.26	52.6	BRL	55	40-140	15	20
Fluoranthene	**32.6**		µg/l	5.26	52.6	BRL	62	40-140	7	20
Fluorene	**30.3**		µg/l	5.26	52.6	BRL	58	40-140	11	20
Hexachlorobenzene	**35.4**		µg/l	5.26	52.6	BRL	67	40-140	8	20
Hexachlorobutadiene	**23.6**		µg/l	5.26	52.6	BRL	45	40-140	14	20
Hexachlorocyclopentadiene	**25.0**		µg/l	5.26	52.6	BRL	47	40-140	2	20
Hexachloroethane	**23.0**		µg/l	5.26	52.6	BRL	44	40-140	6	20
Indeno (1,2,3-cd) pyrene	**31.0**		µg/l	5.26	52.6	BRL	59	40-140	16	20
Isophorone	**18.8**		µg/l	5.26	52.6	BRL	36	30-130	18	20
2-Methylnaphthalene	**26.4**		µg/l	5.26	52.6	BRL	50	40-140	15	20
2-Methylphenol	**24.7**		µg/l	5.26	52.6	BRL	47	30-130	10	20
3 & 4-Methylphenol	**25.6**		µg/l	10.5	52.6	BRL	49	30-130	7	20
Naphthalene	**24.4**		µg/l	5.26	52.6	BRL	46	40-140	16	20
2-Nitroaniline	**35.8**		µg/l	5.26	52.6	BRL	68	40-140	11	20
3-Nitroaniline	**27.4**		µg/l	5.26	52.6	BRL	52	40-140	14	20
4-Nitroaniline	**27.8**		µg/l	21.1	52.6	BRL	53	40-140	11	20
Nitrobenzene	**20.5**	QC2	µg/l	5.26	52.6	BRL	39	40-140	11	20
2-Nitrophenol	**27.8**		µg/l	5.26	52.6	BRL	53	30-130	16	20
4-Nitrophenol	**29.3**		µg/l	21.1	52.6	BRL	56	30-130	7	20
N-Nitrosodimethylamine	**15.4**	QC2	µg/l	5.26	52.6	BRL	29	40-140	11	20
N-Nitrosodi-n-propylamine	**22.9**		µg/l	5.26	52.6	BRL	44	40-140	7	20
N-Nitrosodiphenylamine	**34.5**		µg/l	5.26	52.6	BRL	66	40-140	6	20
Pentachlorophenol	**40.8**		µg/l	21.1	52.6	BRL	78	30-130	13	20
Phenanthrene	**33.1**		µg/l	5.26	52.6	BRL	63	40-140	8	20
Phenol	**15.3**	QC2	µg/l	5.26	52.6	BRL	29	30-130	5	20
Pyrene	**31.3**		µg/l	5.26	52.6	BRL	59	40-140	14	20
Pyridine	**6.71**	QC2	µg/l	5.26	52.6	BRL	13	40-140	15	20
1,2,4-Trichlorobenzene	**24.5**		µg/l	5.26	52.6	BRL	46	40-140	15	20
1-Methylnaphthalene	**27.8**		µg/l	5.26	52.6	BRL	53	40-140	6	20
2,4,5-Trichlorophenol	**31.1**		µg/l	5.26	52.6	BRL	59	30-130	12	20
2,4,6-Trichlorophenol	**27.7**		µg/l	5.26	52.6	BRL	53	30-130	10	20
Pentachloronitrobenzene	**38.7**		µg/l	5.26	52.6	BRL	73	40-140	3	20
1,2,4,5-Tetrachlorobenzene	**32.8**		µg/l	5.26	52.6	BRL	62	40-140	7	20
Surrogate: 2-Fluorobiphenyl	*29.2*		µg/l		*52.6*		*55*	*30-130*		
Surrogate: 2-Fluorophenol	*21.2*		µg/l		*52.6*		*40*	*15-110*		
Surrogate: Nitrobenzene-d5	*24.7*		µg/l		*52.6*		*47*	*30-130*		
Surrogate: Phenol-d5	*15.4*		µg/l		*52.6*		*29*	*15-110*		
Surrogate: Terphenyl-d14	*37.9*		µg/l		*52.6*		*72*	*30-130*		
Surrogate: 2,4,6-Tribromophenol	*50.5*		µg/l		*52.6*		*96*	*15-110*		
Batch 1125720 - SW846 3535										
Blank (1125720-BLK1)					Prepared: 09-Dec-11 Analyzed: 11-Dec-11					
1,4-Dichlorobenzene	< 5.00		µg/l	5.00						
2,4-Dinitrotoluene	< 5.00		µg/l	5.00						
Hexachlorobenzene	< 5.00		µg/l	5.00						
Hexachlorobutadiene	< 5.00		µg/l	5.00						

Semivolatile Organic Compounds by GCMS - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125720 - SW846 3535										
Blank (1125720-BLK1)					Prepared: 09-Dec-11 Analyzed: 11-Dec-11					
Hexachloroethane	< 5.00		µg/l	5.00						
2-Methylphenol	< 5.00		µg/l	5.00						
3 & 4-Methylphenol	< 10.0		µg/l	10.0						
Nitrobenzene	< 5.00		µg/l	5.00						
Pentachlorophenol	< 5.00		µg/l	5.00						
Pyridine	< 5.00		µg/l	5.00						
2,4,5-Trichlorophenol	< 5.00		µg/l	5.00						
2,4,6-Trichlorophenol	< 5.00		µg/l	5.00						
Surrogate: 2-Fluorobiphenyl	*31.2*		µg/l		*55.6*		*56*	*30-130*		
Surrogate: 2-Fluorophenol	*32.0*		µg/l		*55.6*		*58*	*30-130*		
Surrogate: Nitrobenzene-d5	*28.4*		µg/l		*55.6*		*51*	*30-130*		
Surrogate: Terphenyl-dl4	*37.8*		µg/l		*55.6*		*68*	*30-130*		
LCS (1125720-BS1)					Prepared: 09-Dec-11 Analyzed: 11-Dec-11					
1,4-Dichlorobenzene	**36.8**		µg/l	5.00	55.6		66	40-140		
2,4-Dinitrotoluene	**44.0**		µg/l	5.00	55.6		79	40-140		
Hexachlorobenzene	**41.8**		µg/l	5.00	55.6		75	40-140		
Hexachlorobutadiene	**37.4**		µg/l	5.00	55.6		67	40-140		
Hexachloroethane	**31.2**		µg/l	5.00	55.6		56	40-140		
2-Methylphenol	**37.5**		µg/l	5.00	55.6		67	30-130		
3 & 4-Methylphenol	**37.2**		µg/l	10.0	55.6		67	40-130		
Nitrobenzene	**31.4**		µg/l	5.00	55.6		57	40-140		
Pentachlorophenol	**48.0**		µg/l	5.00	55.6		86	30-130		
Pyridine	**14.0**	QC2	µg/l	5.00	55.6		25	40-140		
2,4,5-Trichlorophenol	**43.2**		µg/l	5.00	55.6		78	30-130		
2,4,6-Trichlorophenol	**37.6**		µg/l	5.00	55.6		68	30-130		
Surrogate: 2-Fluorobiphenyl	*38.7*		µg/l		*55.6*		*70*	*30-130*		
Surrogate: 2-Fluorophenol	*38.0*		µg/l		*55.6*		*68*	*15-110*		
Surrogate: Nitrobenzene-d5	*35.1*		µg/l		*55.6*		*63*	*30-130*		
Surrogate: Terphenyl-dl4	*43.3*		µg/l		*55.6*		*78*	*30-130*		
LCS Dup (1125720-BSD1)					Prepared: 09-Dec-11 Analyzed: 11-Dec-11					
1,4-Dichlorobenzene	**34.4**		µg/l	5.00	55.6		62	40-140	7	20
2,4-Dinitrotoluene	**37.7**		µg/l	5.00	55.6		68	40-140	15	20
Hexachlorobenzene	**39.4**		µg/l	5.00	55.6		71	40-140	6	20
Hexachlorobutadiene	**30.7**		µg/l	5.00	55.6		55	40-140	20	20
Hexachloroethane	**30.4**		µg/l	5.00	55.6		55	40-140	3	20
2-Methylphenol	**34.3**		µg/l	5.00	55.6		62	30-130	9	20
3 & 4-Methylphenol	**36.4**		µg/l	10.0	55.6		65	40-130	2	20
Nitrobenzene	**25.4**	QR5	µg/l	5.00	55.6		46	40-140	21	20
Pentachlorophenol	**41.3**		µg/l	5.00	55.6		74	30-130	15	20
Pyridine	**15.4**	QC2	µg/l	5.00	55.6		28	40-140	10	20
2,4,5-Trichlorophenol	**39.4**		µg/l	5.00	55.6		71	30-130	9	20
2,4,6-Trichlorophenol	**34.6**		µg/l	5.00	55.6		62	30-130	8	20
Surrogate: 2-Fluorobiphenyl	*34.4*		µg/l		*55.6*		*62*	*30-130*		
Surrogate: 2-Fluorophenol	*34.1*		µg/l		*55.6*		*61*	*15-110*		
Surrogate: Nitrobenzene-d5	*28.4*		µg/l		*55.6*		*51*	*30-130*		
Surrogate: Terphenyl-dl4	*40.0*		µg/l		*55.6*		*72*	*30-130*		

Semivolatile Organic Compounds by GC - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125467 - SW846 3545A										
Blank (1125467-BLK1)					Prepared & Analyzed: 07-Dec-11					
Aroclor-1016	< 20.0		µg/kg wet	20.0						
Aroclor-1016 [2C]	< 20.0		µg/kg wet	20.0						
Aroclor-1221	< 20.0		µg/kg wet	20.0						
Aroclor-1221 [2C]	< 20.0		µg/kg wet	20.0						
Aroclor-1232	< 20.0		µg/kg wet	20.0						
Aroclor-1232 [2C]	< 20.0		µg/kg wet	20.0						
Aroclor-1242	< 20.0		µg/kg wet	20.0						
Aroclor-1242 [2C]	< 20.0		µg/kg wet	20.0						
Aroclor-1248	< 20.0		µg/kg wet	20.0						
Aroclor-1248 [2C]	< 20.0		µg/kg wet	20.0						
Aroclor-1254	< 20.0		µg/kg wet	20.0						
Aroclor-1254 [2C]	< 20.0		µg/kg wet	20.0						
Aroclor-1260	< 20.0		µg/kg wet	20.0						
Aroclor-1260 [2C]	< 20.0		µg/kg wet	20.0						
Aroclor-1262	< 20.0		µg/kg wet	20.0						
Aroclor-1262 [2C]	< 20.0		µg/kg wet	20.0						
Aroclor-1268	< 20.0		µg/kg wet	20.0						
Aroclor-1268 [2C]	< 20.0		µg/kg wet	20.0						
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr)	*13.0*		µg/kg wet		*20.0*		*65*	*30-150*		
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr) [2C]	*16.0*		µg/kg wet		*20.0*		*80*	*30-150*		
Surrogate: Decachlorobiphenyl (Sr)	*12.0*		µg/kg wet		*20.0*		*60*	*30-150*		
Surrogate: Decachlorobiphenyl (Sr) [2C]	*11.0*		µg/kg wet		*20.0*		*55*	*30-150*		
LCS (1125467-BS1)					Prepared & Analyzed: 07-Dec-11					
Aroclor-1016	**199**		µg/kg wet	20.0	250		80	50-140		
Aroclor-1016 [2C]	**207**		µg/kg wet	20.0	250		83	50-140		
Aroclor-1260	**165**		µg/kg wet	20.0	250		66	50-140		
Aroclor-1260 [2C]	**182**		µg/kg wet	20.0	250		73	50-140		
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr)	*13.0*		µg/kg wet		*20.0*		*65*	*30-150*		
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr) [2C]	*14.0*		µg/kg wet		*20.0*		*70*	*30-150*		
Surrogate: Decachlorobiphenyl (Sr)	*15.0*		µg/kg wet		*20.0*		*75*	*30-150*		
Surrogate: Decachlorobiphenyl (Sr) [2C]	*13.0*		µg/kg wet		*20.0*		*65*	*30-150*		
LCS Dup (1125467-BSD1)					Prepared & Analyzed: 07-Dec-11					
Aroclor-1016	**210**		µg/kg wet	20.0	250		84	50-140	5	30
Aroclor-1016 [2C]	**211**		µg/kg wet	20.0	250		84	50-140	2	30
Aroclor-1260	**169**		µg/kg wet	20.0	250		68	50-140	2	30
Aroclor-1260 [2C]	**176**		µg/kg wet	20.0	250		70	50-140	3	30
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr)	*13.0*		µg/kg wet		*20.0*		*65*	*30-150*		
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr) [2C]	*14.0*		µg/kg wet		*20.0*		*70*	*30-150*		
Surrogate: Decachlorobiphenyl (Sr)	*12.0*		µg/kg wet		*20.0*		*60*	*30-150*		
Surrogate: Decachlorobiphenyl (Sr) [2C]	*11.0*		µg/kg wet		*20.0*		*55*	*30-150*		
Duplicate (1125467-DUP1)			Source: SB40201-09		Prepared & Analyzed: 07-Dec-11					
Aroclor-1016	< 21.6		µg/kg dry	21.6		BRL				40
Aroclor-1016 [2C]	< 21.6		µg/kg dry	21.6		BRL				40
Aroclor-1221	< 21.6		µg/kg dry	21.6		BRL				40
Aroclor-1221 [2C]	< 21.6		µg/kg dry	21.6		BRL				40
Aroclor-1232	< 21.6		µg/kg dry	21.6		BRL				40
Aroclor-1232 [2C]	< 21.6		µg/kg dry	21.6		BRL				40
Aroclor-1242	< 21.6		µg/kg dry	21.6		BRL				40
Aroclor-1242 [2C]	< 21.6		µg/kg dry	21.6		BRL				40
Aroclor-1248	< 21.6		µg/kg dry	21.6		BRL				40

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125467 - SW846 3545A										
Duplicate (1125467-DUP1)			Source: SB40201-09		Prepared & Analyzed: 07-Dec-11					
Aroclor-1248 [2C]	< 21.6		µg/kg dry	21.6		BRL				40
Aroclor-1254	< 21.6		µg/kg dry	21.6		BRL				40
Aroclor-1254 [2C]	< 21.6		µg/kg dry	21.6		BRL				40
Aroclor-1260	< 21.6		µg/kg dry	21.6		BRL				40
Aroclor-1260 [2C]	< 21.6		µg/kg dry	21.6		BRL				40
Aroclor-1262	< 21.6		µg/kg dry	21.6		BRL				40
Aroclor-1262 [2C]	< 21.6		µg/kg dry	21.6		BRL				40
Aroclor-1268	< 21.6		µg/kg dry	21.6		BRL				40
Aroclor-1268 [2C]	< 21.6		µg/kg dry	21.6		BRL				40
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr)	*18.4*		µg/kg dry		*21.6*		*85*	*30-150*		
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr) [2C]	*24.9*		µg/kg dry		*21.6*		*115*	*30-150*		
Surrogate: Decachlorobiphenyl (Sr)	*17.3*		µg/kg dry		*21.6*		*80*	*30-150*		
Surrogate: Decachlorobiphenyl (Sr) [2C]	*13.0*		µg/kg dry		*21.6*		*60*	*30-150*		
Matrix Spike (1125467-MS1)			Source: SB40201-09		Prepared & Analyzed: 07-Dec-11					
Aroclor-1016	**244**		µg/kg dry	20.8	261	BRL	94	40-135		
Aroclor-1016 [2C]	**230**		µg/kg dry	20.8	261	BRL	88	40-135		
Aroclor-1260	**199**		µg/kg dry	20.8	261	BRL	76	40-135		
Aroclor-1260 [2C]	**231**		µg/kg dry	20.8	261	BRL	89	40-135		
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr)	*15.6*		µg/kg dry		*20.8*		*75*	*30-150*		
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr) [2C]	*21.9*		µg/kg dry		*20.8*		*105*	*30-150*		
Surrogate: Decachlorobiphenyl (Sr)	*17.7*		µg/kg dry		*20.8*		*85*	*30-150*		
Surrogate: Decachlorobiphenyl (Sr) [2C]	*13.5*		µg/kg dry		*20.8*		*65*	*30-150*		
Matrix Spike Dup (1125467-MSD1)			Source: SB40201-09		Prepared & Analyzed: 07-Dec-11					
Aroclor-1016	**272**		µg/kg dry	21.5	269	BRL	101	40-135	8	30
Aroclor-1016 [2C]	**249**		µg/kg dry	21.5	269	BRL	92	40-135	4	30
Aroclor-1260	**223**		µg/kg dry	21.5	269	BRL	83	40-135	8	30
Aroclor-1260 [2C]	**223**		µg/kg dry	21.5	269	BRL	83	40-135	*7*	30
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr)	*17.2*		µg/kg dry		*21.5*		*80*	*30-150*		
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr) [2C]	*19.4*		µg/kg dry		*21.5*		*90*	*30-150*		
Surrogate: Decachlorobiphenyl (Sr)	*19.4*		µg/kg dry		*21.5*		*90*	*30-150*		
Surrogate: Decachlorobiphenyl (Sr) [2C]	*14.0*		µg/kg dry		*21.5*		*65*	*30-150*		
Batch 1125721 - SW846 3535										
Blank (1125721-BLK1)					Prepared: 09-Dec-11 Analyzed: 11-Dec-11					
gamma-BHC (Lindane)	< 0.032		µg/l	0.032						
gamma-BHC (Lindane) [2C]	< 0.032		µg/l	0.032						
Heptachlor	< 0.032		µg/l	0.032						
Heptachlor [2C]	< 0.032		µg/l	0.032						
Heptachlor epoxide	< 0.032		µg/l	0.032						
Heptachlor epoxide [2C]	< 0.032		µg/l	0.032						
Dieldrin	< 0.021		µg/l	0.021						
Dieldrin [2C]	< 0.021		µg/l	0.021						
4,4'-DDE (p,p')	< 0.032		µg/l	0.032						
4,4'-DDE (p,p') [2C]	< 0.032		µg/l	0.032						
Endrin	< 0.032		µg/l	0.032						
Endrin [2C]	< 0.032		µg/l	0.032						
4,4'-DDD (p,p')	< 0.032		µg/l	0.032						
4,4'-DDD (p,p') [2C]	< 0.032		µg/l	0.032						
4,4'-DDT (p,p')	< 0.032		µg/l	0.032						
4,4'-DDT (p,p') [2C]	< 0.032		µg/l	0.032						
Methoxychlor	< 0.032		µg/l	0.032						

Semivolatile Organic Compounds by GC - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125721 - SW846 3535										
Blank (1125721-BLK1)					Prepared: 09-Dec-11 Analyzed: 11-Dec-11					
Methoxychlor [2C]	< 0.032		µg/l	0.032						
Endrin ketone	< 0.021		µg/l	0.021						
Endrin ketone [2C]	< 0.021		µg/l	0.021						
Endrin aldehyde	< 0.021		µg/l	0.021						
Endrin aldehyde [2C]	< 0.021		µg/l	0.021						
Toxaphene	< 0.368		µg/l	0.368						
Toxaphene [2C]	< 0.368		µg/l	0.368						
Chlordane	< 0.074		µg/l	0.074						
Chlordane [2C]	< 0.074		µg/l	0.074						
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr)	*0.181*		µg/l		*0.211*		*86*	*30-150*		
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr) [2C]	*0.195*		µg/l		*0.211*		*92*	*30-150*		
Surrogate: Decachlorobiphenyl (Sr)	*0.204*		µg/l		*0.211*		*97*	*30-150*		
Surrogate: Decachlorobiphenyl (Sr) [2C]	*0.203*		µg/l		*0.211*		*96*	*30-150*		
LCS (1125721-BS1)					Prepared: 09-Dec-11 Analyzed: 11-Dec-11					
gamma-BHC (Lindane)	**0.411**		µg/l	0.030	0.500		82	50-120		
gamma-BHC (Lindane) [2C]	**0.386**		µg/l	0.030	0.500		77	50-120		
Heptachlor	**0.479**		µg/l	0.030	0.500		96	40-140		
Heptachlor [2C]	**0.396**		µg/l	0.030	0.500		79	40-140		
Heptachlor epoxide	**0.368**		µg/l	0.030	0.500		74	50-140		
Heptachlor epoxide [2C]	**0.398**		µg/l	0.030	0.500		80	50-140		
Dieldrin	**0.434**		µg/l	0.020	0.500		87	40-130		
Dieldrin [2C]	**0.422**		µg/l	0.020	0.500		84	40-130		
4,4'-DDE (p,p')	**0.429**		µg/l	0.030	0.500		86	50-140		
4,4'-DDE (p,p') [2C]	**0.438**		µg/l	0.030	0.500		88	50-140		
Endrin	**0.462**		µg/l	0.030	0.500		92	50-120		
Endrin [2C]	**0.463**		µg/l	0.030	0.500		93	50-120		
4,4'-DDD (p,p')	**0.418**		µg/l	0.030	0.500		84	40-140		
4,4'-DDD (p,p') [2C]	**0.428**		µg/l	0.030	0.500		86	40-140		
4,4'-DDT (p,p')	**0.383**		µg/l	0.030	0.500		77	40-140		
4,4'-DDT (p,p') [2C]	**0.416**		µg/l	0.030	0.500		83	40-140		
Methoxychlor	**0.414**		µg/l	0.030	0.500		83	40-140		
Methoxychlor [2C]	**0.406**		µg/l	0.030	0.500		81	40-140		
Endrin ketone	**0.374**		µg/l	0.020	0.500		75	40-140		
Endrin ketone [2C]	**0.365**		µg/l	0.020	0.500		73	40-140		
Endrin aldehyde	**0.286**		µg/l	0.020	0.500		57	40-140		
Endrin aldehyde [2C]	**0.279**		µg/l	0.020	0.500		56	40-140		
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr)	*0.151*		µg/l		*0.200*		*75*	*30-150*		
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr) [2C]	*0.146*		µg/l		*0.200*		*73*	*30-150*		
Surrogate: Decachlorobiphenyl (Sr)	*0.174*		µg/l		*0.200*		*87*	*30-150*		
Surrogate: Decachlorobiphenyl (Sr) [2C]	*0.141*		µg/l		*0.200*		*71*	*30-150*		
LCS Dup (1125721-BSD1)					Prepared: 09-Dec-11 Analyzed: 11-Dec-11					
gamma-BHC (Lindane)	**0.435**		µg/l	0.030	0.500		87	50-120	6	20
gamma-BHC (Lindane) [2C]	**0.438**		µg/l	0.030	0.500		88	50-120	13	20
Heptachlor	**0.491**		µg/l	0.030	0.500		98	40-140	2	20
Heptachlor [2C]	**0.450**		µg/l	0.030	0.500		90	40-140	13	20
Heptachlor epoxide	**0.356**		µg/l	0.030	0.500		71	50-140	3	20
Heptachlor epoxide [2C]	**0.431**		µg/l	0.030	0.500		86	50-140	8	20
Dieldrin	**0.443**		µg/l	0.020	0.500		89	40-130	2	20
Dieldrin [2C]	**0.449**		µg/l	0.020	0.500		90	40-130	6	20
4,4'-DDE (p,p')	**0.439**		µg/l	0.030	0.500		88	50-140	2	20
4,4'-DDE (p,p') [2C]	**0.473**		µg/l	0.030	0.500		95	50-140	8	20

Semivolatile Organic Compounds by GC - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125721 - SW846 3535										
LCS Dup (1125721-BSD1)					Prepared: 09-Dec-11 Analyzed: 11-Dec-11					
Endrin	**0.478**		µg/l	0.030	0.500		96	50-120	3	20
Endrin [2C]	**0.532**		µg/l	0.030	0.500		106	50-120	14	20
4,4'-DDD (p,p')	**0.441**		µg/l	0.030	0.500		88	40-140	5	20
4,4'-DDD (p,p') [2C]	**0.484**		µg/l	0.030	0.500		97	40-140	12	20
4,4'-DDT (p,p')	**0.407**		µg/l	0.030	0.500		81	40-140	6	20
4,4'-DDT (p,p') [2C]	**0.467**		µg/l	0.030	0.500		93	40-140	12	20
Methoxychlor	**0.435**		µg/l	0.030	0.500		87	40-140	5	20
Methoxychlor [2C]	**0.452**		µg/l	0.030	0.500		90	40-140	11	20
Endrin ketone	**0.396**		µg/l	0.020	0.500		79	40-140	6	20
Endrin ketone [2C]	**0.401**		µg/l	0.020	0.500		80	40-140	10	20
Endrin aldehyde	**0.298**		µg/l	0.020	0.500		60	40-140	4	20
Endrin aldehyde [2C]	**0.312**		µg/l	0.020	0.500		62	40-140	11	20
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr)	*0.153*		µg/l		*0.200*		*77*	*30-150*		
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr) [2C]	*0.167*		µg/l		*0.200*		*84*	*30-150*		
Surrogate: Decachlorobiphenyl (Sr)	*0.173*		µg/l		*0.200*		*87*	*30-150*		
Surrogate: Decachlorobiphenyl (Sr) [2C]	*0.153*		µg/l		*0.200*		*77*	*30-150*		
Batch 1125722 - SW846 3535										
Blank (1125722-BLK1)					Prepared: 09-Dec-11 Analyzed: 12-Dec-11					
2,4,5-TP (Silvex)	< 0.100		µg/l	0.100						
2,4,5-TP (Silvex) [2C]	< 0.100		µg/l	0.100						
2,4-D	< 0.100		µg/l	0.100						
2,4-D [2C]	< 0.100		µg/l	0.100						
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr)	*0.0988*		µg/l		*0.250*		*40*	*30-150*		
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr) [2C]	*0.0988*		µg/l		*0.250*		*40*	*30-150*		
LCS (1125722-BS1)					Prepared: 09-Dec-11 Analyzed: 12-Dec-11					
2,4,5-TP (Silvex)	**0.343**		µg/l	0.100	0.500		69	40-140		
2,4,5-TP (Silvex) [2C]	**0.355**		µg/l	0.100	0.500		71	40-140		
2,4-D	**0.269**		µg/l	0.100	0.500		54	40-140		
2,4-D [2C]	**0.317**		µg/l	0.100	0.500		63	40-140		
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr)	*0.108*		µg/l		*0.200*		*54*	*30-150*		
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr) [2C]	*0.112*		µg/l		*0.200*		*56*	*30-150*		
LCS Dup (1125722-BSD1)					Prepared: 09-Dec-11 Analyzed: 12-Dec-11					
2,4,5-TP (Silvex)	**0.349**		µg/l	0.100	0.500		70	40-140	2	20
2,4,5-TP (Silvex) [2C]	**0.391**		µg/l	0.100	0.500		78	40-140	10	20
2,4-D	**0.291**		µg/l	0.100	0.500		58	40-140	8	20
2,4-D [2C]	**0.350**		µg/l	0.100	0.500		70	40-140	10	20
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr)	*0.106*		µg/l		*0.200*		*53*	*30-150*		
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr) [2C]	*0.116*		µg/l		*0.200*		*58*	*30-150*		
Duplicate (1125722-DUP1)			Source: SB40201-09		Prepared: 09-Dec-11 Analyzed: 12-Dec-11					
2,4,5-TP (Silvex)	< 0.100		µg/l	0.100		BRL				30
2,4,5-TP (Silvex) [2C]	< 0.100		µg/l	0.100		BRL				30
2,4-D	< 0.100		µg/l	0.100		BRL				30
2,4-D [2C]	< 0.100		µg/l	0.100		BRL				30
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr)	*0.121*		µg/l		*0.235*		*52*	*30-150*		
Surrogate: 4,4-DB-Octafluorobiphenyl (Sr) [2C]	*0.0729*		µg/l		*0.235*		*31*	*30-150*		

Extractable Petroleum Hydrocarbons - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125077 - SW846 3545A										
Blank (1125077-BLK1)					Prepared: 02-Dec-11 Analyzed: 03-Dec-11					
Fuel Oil #2	< 13.3		mg/kg wet	13.3						
Fuel Oil #4	< 13.3		mg/kg wet	13.3						
Fuel Oil #6	< 13.3		mg/kg wet	13.3						
Motor Oil	< 13.3		mg/kg wet	13.3						
Aviation Fuel	< 13.3		mg/kg wet	13.3						
Unidentified	< 13.3		mg/kg wet	13.3						
Other Oil	< 13.3		mg/kg wet	13.3						
Diesel Range Organics (DRO)	< 13.3		mg/kg wet	13.3						
Surrogate: 1-Chlorooctadecane	*2.15*		mg/kg wet		*3.33*		*65*	*40-140*		
LCS (1125077-BS2)					Prepared: 02-Dec-11 Analyzed: 03-Dec-11					
Fuel Oil #2	**860**		mg/kg wet	26.6	667		129	40-140		
Surrogate: 1-Chlorooctadecane	*4.22*		mg/kg wet		*3.33*		*127*	*40-140*		
Duplicate (1125077-DUP2)			**Source: SB40201-09**		Prepared: 02-Dec-11 Analyzed: 03-Dec-11					
Diesel Range Organics (DRO)	**55.8**		mg/kg dry	29.2		50.8			9	50
Surrogate: 1-Chlorooctadecane	*3.01*		mg/kg dry		*3.66*		*82*	*40-140*		
Matrix Spike (1125077-MS2)			**Source: SB40201-09**		Prepared: 02-Dec-11 Analyzed: 03-Dec-11					
Diesel Range Organics (DRO)	**1040**		mg/kg dry	29.1	730	50.8	136	40-140		
Surrogate: 1-Chlorooctadecane	*4.87*		mg/kg dry		*3.65*		*133*	*40-140*		
Matrix Spike Dup (1125077-MSD2)			**Source: SB40201-09**		Prepared: 02-Dec-11 Analyzed: 03-Dec-11					
Diesel Range Organics (DRO)	**1080**	QM7	mg/kg dry	28.8	721	50.8	143	40-140	5	200
Surrogate: 1-Chlorooctadecane	*4.90*		mg/kg dry		*3.60*		*136*	*40-140*		
Batch 1125096 - SW846 3510C										
Blank (1125096-BLK1)					Prepared: 02-Dec-11 Analyzed: 05-Dec-11					
Gasoline	< 0.1		mg/l	0.1						
Fuel Oil #2	< 0.1		mg/l	0.1						
Fuel Oil #4	< 0.1		mg/l	0.1						
Fuel Oil #6	< 0.1		mg/l	0.1						
Motor Oil	< 0.1		mg/l	0.1						
Ligroin	< 0.1		mg/l	0.1						
Aviation Fuel	< 0.1		mg/l	0.1						
Hydraulic Oil	< 0.1		mg/l	0.1						
Dielectric Fluid	< 0.1		mg/l	0.1						
Unidentified	< 0.1		mg/l	0.1						
Other Oil	< 0.1		mg/l	0.1						
Total Petroleum Hydrocarbons	< 0.1		mg/l	0.1						
Surrogate: 1-Chlorooctadecane	*0.0353*		mg/l		*0.0500*		*71*	*40-140*		
LCS (1125096-BS1)					Prepared: 02-Dec-11 Analyzed: 05-Dec-11					
Fuel Oil #2	**9.3**		mg/l	0.1	10.0		93	40-140		
Surrogate: 1-Chlorooctadecane	*0.0489*		mg/l		*0.0500*		*98*	*40-140*		
Duplicate (1125096-DUP2)			**Source: SB40201-03**		Prepared: 02-Dec-11 Analyzed: 06-Dec-11					
Total Petroleum Hydrocarbons	< 0.2		mg/l	0.2		BRL				50
Surrogate: 1-Chlorooctadecane	*0.0499*		mg/l		*0.0526*		*95*	*40-140*		

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125626 - SW846 3005A										
Blank (1125626-BLK1)					Prepared: 08-Dec-11 Analyzed: 09-Dec-11					
Selenium	< 0.0150		mg/l	0.0150						
Lead	< 0.0075		mg/l	0.0075						
Arsenic	< 0.0040		mg/l	0.0040						
Silver	< 0.0050		mg/l	0.0050						
Barium	< 0.0050		mg/l	0.0050						
Cadmium	< 0.0025		mg/l	0.0025						
Chromium	< 0.0050		mg/l	0.0050						
LCS (1125626-BS1)					Prepared: 08-Dec-11 Analyzed: 09-Dec-11					
Lead	**1.30**		mg/l	0.0075	1.25		104	85-115		
Selenium	**1.27**		mg/l	0.0150	1.25		101	85-115		
Arsenic	**1.29**		mg/l	0.0040	1.25		103	85-115		
Cadmium	**1.34**		mg/l	0.0025	1.25		107	85-115		
Barium	**1.33**		mg/l	0.0050	1.25		106	85-115		
Silver	**1.29**		mg/l	0.0050	1.25		103	85-115		
Chromium	**1.34**		mg/l	0.0050	1.25		107	85-115		
LCS Dup (1125626-BSD1)					Prepared: 08-Dec-11 Analyzed: 09-Dec-11					
Lead	**1.30**		mg/l	0.0075	1.25		104	85-115	0	20
Selenium	**1.26**		mg/l	0.0150	1.25		101	85-115	0.4	20
Silver	**1.33**		mg/l	0.0050	1.25		106	85-115	3	20
Arsenic	**1.29**		mg/l	0.0040	1.25		103	85-115	0.1	20
Barium	**1.40**		mg/l	0.0050	1.25		112	85-115	5	20
Cadmium	**1.34**		mg/l	0.0025	1.25		107	85-115	0.3	20
Chromium	**1.41**		mg/l	0.0050	1.25		113	85-115	5	20
Matrix Spike (1125626-MS1)			Source: SB40201-03			Prepared: 08-Dec-11 Analyzed: 09-Dec-11				
Selenium	**1.28**		mg/l	0.0150	1.25	BRL	102	75-125		
Lead	**1.15**		mg/l	0.0075	1.25	BRL	92	75-125		
Arsenic	**1.33**		mg/l	0.0040	1.25	BRL	106	75-125		
Chromium	**1.28**		mg/l	0.0050	1.25	BRL	102	75-125		
Barium	**1.28**		mg/l	0.0050	1.25	0.0188	101	75-125		
Silver	**1.34**		mg/l	0.0050	1.25	BRL	107	75-125		
Cadmium	**1.27**		mg/l	0.0025	1.25	0.0003	101	75-125		
Matrix Spike Dup (1125626-MSD1)			Source: SB40201-03			Prepared: 08-Dec-11 Analyzed: 09-Dec-11				
Selenium	**1.31**		mg/l	0.0150	1.25	BRL	105	75-125	3	20
Lead	**1.19**		mg/l	0.0075	1.25	BRL	95	75-125	3	20
Cadmium	**1.31**		mg/l	0.0025	1.25	0.0003	105	75-125	3	20
Silver	**1.40**		mg/l	0.0050	1.25	BRL	112	75-125	4	20
Arsenic	**1.38**		mg/l	0.0040	1.25	BRL	110	75-125	4	20
Barium	**1.36**		mg/l	0.0050	1.25	0.0188	107	75-125	6	20
Chromium	**1.37**		mg/l	0.0050	1.25	BRL	109	75-125	6	20
Post Spike (1125626-PS1)			Source: SB40201-03			Prepared: 08-Dec-11 Analyzed: 09-Dec-11				
Lead	**1.16**		mg/l	0.0075	1.25	BRL	93	80-120		
Selenium	**1.30**		mg/l	0.0150	1.25	BRL	104	80-120		
Arsenic	**1.35**		mg/l	0.0040	1.25	BRL	108	80-120		
Silver	**1.36**		mg/l	0.0050	1.25	BRL	109	80-120		
Chromium	**1.29**		mg/l	0.0050	1.25	BRL	103	80-120		
Cadmium	**1.28**		mg/l	0.0025	1.25	0.0003	102	80-120		
Barium	**1.29**		mg/l	0.0050	1.25	0.0188	101	80-120		

Total Metals by EPA 200 Series Methods - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125627 - EPA200/SW7000 Series										
Blank (1125627-BLK1)					Prepared: 08-Dec-11 Analyzed: 09-Dec-11					
Mercury	< 0.00020		mg/l	0.00020						
LCS (1125627-BS1)					Prepared: 08-Dec-11 Analyzed: 09-Dec-11					
Mercury	**0.00549**		mg/l	0.00020	0.00500		110	85-115		
Matrix Spike (1125627-MS1)			**Source: SB40201-03**		Prepared: 08-Dec-11 Analyzed: 09-Dec-11					
Mercury	**0.00561**		mg/l	0.00020	0.00500	BRL	112	80-120		
Matrix Spike Dup (1125627-MSD1)			**Source: SB40201-03**		Prepared: 08-Dec-11 Analyzed: 09-Dec-11					
Mercury	**0.00554**		mg/l	0.00020	0.00500	BRL	111	80-120	1	20
Post Spike (1125627-PS1)			**Source: SB40201-03**		Prepared: 08-Dec-11 Analyzed: 09-Dec-11					
Mercury	**0.00576**		mg/l	0.00020	0.00500	BRL	115	85-115		

TCLP Metals by EPA 1311 & 6000/7000 Series Methods - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125706 - SW846 3010A										
Blank (1125706-BLK1)						Prepared: 09-Dec-11 Analyzed: 12-Dec-11				
Lead	< 0.0150		mg/l	0.0150						
Selenium	< 0.0300		mg/l	0.0300						
Chromium	< 0.0100		mg/l	0.0100						
Cadmium	< 0.0050		mg/l	0.0050						
Arsenic	< 0.0080		mg/l	0.0080						
Silver	< 0.0100		mg/l	0.0100						
Barium	**0.0154**	QB1	mg/l	0.0100						
LCS (1125706-BS1)						Prepared: 09-Dec-11 Analyzed: 13-Dec-11				
Selenium	**2.55**		mg/l	0.0300	2.50		102	85-115		
Lead	**2.25**		mg/l	0.0150	2.50		90	85-115		
Silver	**2.70**		mg/l	0.0100	2.50		108	85-115		
Arsenic	**2.72**		mg/l	0.0080	2.50		109	85-115		
Chromium	**2.53**		mg/l	0.0100	2.50		101	85-115		
Cadmium	**2.39**		mg/l	0.0050	2.50		96	85-115		
Barium	**2.44**		mg/l	0.0100	2.50		97	85-115		
Duplicate (1125706-DUP1)			Source: SB40201-09			Prepared: 09-Dec-11 Analyzed: 13-Dec-11				
Selenium	**0.0082**	J	mg/l	0.0300		0.0090			9	20
Lead	< 0.0150		mg/l	0.0150		BRL				20
Arsenic	< 0.0080		mg/l	0.0080		0.0041				20
Silver	< 0.0100		mg/l	0.0100		BRL				20
Cadmium	**0.0006**	J	mg/l	0.0050		0.0007			15	20
Chromium	< 0.0100		mg/l	0.0100		BRL				20
Barium	**0.191**		mg/l	0.0100		0.198			3	20
Matrix Spike (1125706-MS1)			Source: SB40201-09			Prepared: 09-Dec-11 Analyzed: 13-Dec-11				
Selenium	**2.73**		mg/l	0.0300	2.50	0.0090	109	75-125		
Lead	**2.27**		mg/l	0.0150	2.50	BRL	91	75-125		
Cadmium	**2.38**		mg/l	0.0050	2.50	0.0007	95	75-125		
Chromium	**2.56**		mg/l	0.0100	2.50	BRL	102	75-125		
Arsenic	**2.90**		mg/l	0.0080	2.50	0.0041	116	75-125		
Silver	**2.85**		mg/l	0.0100	2.50	BRL	114	75-125		
Barium	**2.68**		mg/l	0.0100	2.50	0.198	99	75-125		
Matrix Spike Dup (1125706-MSD1)			Source: SB40201-09			Prepared: 09-Dec-11 Analyzed: 13-Dec-11				
Selenium	**2.68**		mg/l	0.0300	2.50	0.0090	107	75-125	2	20
Lead	**2.26**		mg/l	0.0150	2.50	BRL	90	75-125	0.8	20
Arsenic	**2.87**		mg/l	0.0080	2.50	0.0041	115	75-125	1	20
Silver	**2.87**		mg/l	0.0100	2.50	BRL	115	75-125	0.7	20
Chromium	**2.54**		mg/l	0.0100	2.50	BRL	102	75-125	0.5	20
Cadmium	**2.35**		mg/l	0.0050	2.50	0.0007	94	75-125	2	20
Barium	**2.74**		mg/l	0.0100	2.50	0.198	102	75-125	2	20
Post Spike (1125706-PS1)			Source: SB40201-09			Prepared: 09-Dec-11 Analyzed: 13-Dec-11				
Selenium	**2.67**		mg/l	0.0300	2.50	0.0090	107	75-125		
Lead	**2.27**		mg/l	0.0150	2.50	BRL	91	75-125		
Cadmium	**2.37**		mg/l	0.0050	2.50	0.0007	95	75-125		
Arsenic	**2.86**		mg/l	0.0080	2.50	0.0041	114	75-125		
Chromium	**2.56**		mg/l	0.0100	2.50	BRL	102	75-125		
Silver	**2.88**		mg/l	0.0100	2.50	BRL	115	75-125		
Barium	**2.76**		mg/l	0.0100	2.50	0.198	103	75-125		
Batch 1125707 - EPA200/SW7000 Series										
Blank (1125707-BLK1)						Prepared: 09-Dec-11 Analyzed: 12-Dec-11				
Mercury	< 0.00020		mg/l	0.00020						
LCS (1125707-BS1)						Prepared: 09-Dec-11 Analyzed: 12-Dec-11				

TCLP Metals by EPA 1311 & 6000/7000 Series Methods - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125707 - EPA200/SW7000 Series										
LCS (1125707-BS1)						Prepared: 09-Dec-11 Analyzed: 12-Dec-11				
Mercury	**0.00519**		mg/l	0.00020	0.00500		104	85-115		
Duplicate (1125707-DUP1)			**Source: SB40201-09**			Prepared: 09-Dec-11 Analyzed: 12-Dec-11				
Mercury	< 0.00020		mg/l	0.00020		BRL				20
Matrix Spike (1125707-MS1)			**Source: SB40201-09**			Prepared: 09-Dec-11 Analyzed: 12-Dec-11				
Mercury	**0.00523**		mg/l	0.00020	0.00500	BRL	105	75-125		
Matrix Spike Dup (1125707-MSD1)			**Source: SB40201-09**			Prepared: 09-Dec-11 Analyzed: 12-Dec-11				
Mercury	**0.00533**		mg/l	0.00020	0.00500	BRL	107	75-125	2	20
Post Spike (1125707-PS1)			**Source: SB40201-09**			Prepared: 09-Dec-11 Analyzed: 12-Dec-11				
Mercury	**0.00524**		mg/l	0.00020	0.00500	BRL	105	80-120		

Toxicity Characteristics - Quality Control

Analyte(s)	Result	Flag	Units	*RDL	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch 1125196 - General Preparation										
Duplicate (1125196-DUP1)			Source: SB40201-09			Prepared & Analyzed: 03-Dec-11				
Ignitability by Definition	**0.00**		N/A			Negative				35
Batch 1125362 - General Preparation										
Reference (1125362-SRM1)						Prepared & Analyzed: 06-Dec-11				
pH	**5.98**		pH Units		6.00		100	97.5-102.5		
Reference (1125362-SRM2)						Prepared & Analyzed: 06-Dec-11				
pH	**5.55**		pH Units		5.51		101	92-108		
Batch 1125623 - General Preparation										
Blank (1125623-BLK1)						Prepared & Analyzed: 08-Dec-11				
Reactivity	**Nonreactive**		mg/kg wet							
Reactive Cyanide	< 25.0		mg/kg wet	25.0						
Reactive Sulfide	< 50.0		mg/kg wet	50.0						
Reference (1125623-SRM1)						Prepared & Analyzed: 08-Dec-11				
Reactive Cyanide	**2.93**		mg/kg wet	25.0	100		3	0-200		
Reference (1125623-SRM2)						Prepared & Analyzed: 08-Dec-11				
Reactive Sulfide	**120**		mg/kg wet	50.0	6700		2	0-200		

Semivolatile Organic Compounds by GC - Pesticide Breakdown Report

Analyte(s)	Column	% Breakdown	Limit
Batch S111615			
Performance Mix (S111615-PEM1)			
4,4'-DDT (p,p')	1	0.8	15.0
Endrin	1	1.2	15.0
4,4'-DDT (p,p')	2	0.9	15.0
Endrin	2	1.5	15.0
Performance Mix (S111615-PEM2)			
4,4'-DDT (p,p')	1	0.5	15.0
Endrin	1	0.8	15.0
4,4'-DDT (p,p')	2	0.6	15.0
Endrin	2	0.8	15.0

Notes and Definitions

ExL	Per SW846 TCLP/SPLP requirements, the ambient temp of the extraction room during the extraction shall be maintained at 23°C.+/-2°. The minimum temperature for this batch was low at 18°C.
GS1	Sample dilution required for high concentration of target analytes to be within the instrument calibration range.
IgHT	A hold time of 24 hours has been set to expedite the analyses through the laboratory. However, the hold time for Ignitability is not specified within the method other than to state that the samples should be analyzed as soon as possible.
QB1	The method blank contains analyte at a concentration above the MRL; however, concentration is less than 10% of the sample result, which is negligible according to method criteria.
QC2	Analyte ont of acceptance range in QC spike but no reportable concentration present in sample.
QM7	The spike recovery was outside acceptance limits for the MS and/or MSD. The batch was accepted based on acceptable LCS recovery.
QR5	RPD out of acceptance range.
S06	The recovery of this surrogate is outside control limits due to sample dilution required from high analyte concentration and/or matrix interference's.
TIC	(Tentatively Identified Compounds) reported values are estimated concentrations of non-target analytes identified at greater than 10% of the nearest internal standard.
dry	Sample results reported on a dry weight basis
NR	Not Reported
RPD	Relative Percent Difference
J	Detected but below the Reporting Limit; therefore, result is an estimated concentration (CLP J-Flag).
pH	The method for pH does not stipulate a specific holding time other than to state that the samples should be analyzed as soon as possible. For aqueous samples the 40 CFR 136 specifies a holding time of 15 minutes from sampling to analysis. Therefore all aqueous pH samples not analyzed in the field are considered out of hold time at the time of sample receipt. All soil samples are analyzed as soon as possible after sample receipt.

Interpretation of Total Petroleum Hydrocarbon Report

Petroleum identification is determined by comparing the GC fingerprint obtained from the sample with a library of GC fingerprints obtained from analyses of various petroleum products. Possible match categories are as follows:

Gasoline - includes regular, unleaded, premium, etc.
Fuel Oil #2 - includes home heating oil, #2 fuel oil, and diesel
Fuel Oil #4 - includes #4 fuel oil
Fuel Oil #6 - includes #6 fuel oil and bunker "C" oil
Motor Oil - includes virgin and waste automobile oil
Ligroin - includes mineral spirits, petroleum naphtha, vm&p naphtha
Aviation Fuel - includes kerosene, Jet A and JP-4
Other Oil - includes lubricating and cutting oil, and silicon oil

At times, the unidentified petroleum product is quantified using a calibration that most closely approximates the distribution of compounds in the sample. When this occurs, the result is qualified as Calculated as.

Laboratory Control Sample (LCS): A known matrix spiked with compound(s) representative of the target analytes, which is used to document laboratory performance.

Matrix Duplicate: An intra-laboratory split sample which is used to document the precision of a method in a given sample matrix.

Matrix Spike: An aliquot of a sample spiked with a known concentration of target analyte(s). The spiking occurs prior to sample preparation and analysis. A matrix spike is used to document the bias of a method in a given sample matrix.

Method Blank: An analyte-free matrix to which all reagents are added in the same volumes or proportions as used in sample processing. The method blank should be carried through the complete sample preparation and analytical procedure. The method blank is used to document contamination resulting from the analytical process.

Method Detection Limit (MDL): The minimum concentration of a substance that can be measured and reported with 99% confidence that the analyte concentration is greater than zero and is determined from analysis of a sample in a given matrix type containing the analyte.

Reportable Detection Limit (RDL): The lowest concentration that can be reliably achieved within specified limits of precision and accuracy during routine laboratory operating conditions. For many analytes the RDL analyte concentration is selected as the lowest non-zero standard in the calibration curve. While the RDL is approximately 5 to 10 times the MDL, the RDL for each sample takes into account the sample volume/weight, extract/digestate volume, cleanup procedures and, if applicable, dry weight correction. Sample RDLs are highly matrix-dependent.

Surrogate: An organic compound which is similar to the target analyte(s) in chemical composition and behavior in the analytical process, but which is not normally found in environmental samples. These compounds are spiked into all blanks, standards, and samples prior to analysis. Percent recoveries are calculated for each surrogate.

Continuing Calibration Verification: The calibration relationship established during the initial calibration must be verified at periodic intervals. Concentrations, intervals, and criteria are method specific.

Validated by:
June O'Connor
Nicole Leja

SB 40201 EM

CHAIN OF CUSTODY RECORD

SPECTRUM ANALYTICAL, INC.
Featuring
HANIBAL TECHNOLOGY

Page 1 of 1

Special Handling:
- ☑ Standard TAT - 7 to 10 business days
- ☐ Rush TAT - Date Needed: _____
- All TATs subject to laboratory approval.
- Min. 24-hour notification needed for rushes.
- Samples disposed of after 60 days unless otherwise instructed.

Report To: AECOM
250 Apollo Dr.
Chelmsford, MA 01824

Telephone #: 978-905-2100
Project Mgr. Raimondo

Invoice To: Same

P.O. No.: _____ RQN: _____

Project No.: 60233456
Site Name: Jet Blue
Location: Jet Blue Term 6 State: NY
Sampler(s): Tom Crotti, Colin Callahan

1=$Na_2S_2O_3$ 2=HCl 3=H_2SO_4 4=HNO_3 5=NaOH 6=Ascorbic Acid 7=CH_3OH
8=$NaHSO_4$ 9=Deionized Water 10=None 11=_____

List preservative code below: 2 10 2 10 4

QA/QC Reporting Notes:
* additional charges may apply

DW=Drinking Water GW=Groundwater WW=Wastewater
O=Oil SW=Surface Water SO=Soil SL=Sludge A=Air
X1=_____ X2=_____ X3=_____

MA DEP MCP CAM Report: Yes ☐ No ☒
CT DPH RCP Report: Yes ☐ No ☒

QA/QC Reporting Level
☒ Standard ☐ No QC ☐ DQA* ☐ NY ASP A* ☐ NY ASP B* ☐ NJ Reduced* ☐ NJ Full* ☐ TIER II* ☐ TIER V*
☐ Other _____
State-specific reporting standards:

G=Grab C=Composite

Lab Id:	Sample Id:	Date:	Time:	Type	Matrix	Containers: # of VOA Vials	# of Amber Glass	# of Clear Glass	# of Plastic	Analyses: VOCs + MTBE by 8260 (Full List + 10 TICs)	VOCs + MTBE by 8260 (Short List + 10 TICs)	TPH by GRO	Chlorinated Solvents by 8260	Dissolved Metals (Ca, Fe, Mg, Mn) by 6010	Total Metals (Ca, Fe, Mg, Mn) by 6010	TAL Metals (Ca, Fe, Mg, Mn) by 6010 (Dissolved, Total, Reactive, Ferrous Iron)	Perchlorate by 314.0	
402d-01	JB-PTB3-MW	11/30/11	1600	G	GW	5	4			3	2	2	2					
02	JB-PTB-MW	12/1/11	1000	G	GW	5	4			3	2	2	2					
03	MW-1R (CENTER)	12/1/11	1145	G	GW	15	12		3	9	6	6	6	3				MS/MSD
04	MW-1C (CANYON)	12/1/11	0935	G	GW	5	4			3	2	2	2					
05	MW-12 (CANYON)	12/1/11	1055	G	GW	5	4			3	2	2	2					
06	MW-16 (CANYON)	12/1/11	1120	G	GW	5	4			3	2	2	2					
07	Dup-02111	12/1/11	—	G	GW	5	4		1	3	2	2	2	1				
08	TripBlank-12011	Lab	→			1				1								
09	SoilWC-12011	12/1/11	1330	C	SO	5	4								X	X	X	

Relinquished by:	Received by:	Date:	Time:	Temp°C
		12/1/11	17:05	1.8

☐ EDD Format _____
☒ E-mail to Sharon.McKechnie@aecom.com
Raimondo.Muto@aecom.com

☐ Ambient ☒ Iced ☐ Refrigerated ☐ Fridge temp ___ °C ☐ Freezer temp ___ °C

Appendix F

Soil Analysis Methodology and Geostatistical Maps

Soil Data Analysis Methodology

Per the supplemental lease agreement, maps with lines of equal concentration in soil were prepared. These maps are presented further below. The concentration contours were generated based on analytical results from the November 2011 sampling event and on a straight line interpolation methodology, consistent with the methodology used for the groundwater.

Results from surface samples, those sampled between depths of 1.5 and 2.5 feet below ground surface, were not included. There were only three such samples: one was not analyzed for most parameters, and in a second sample, most parameters were not detected. As a result, there was effectively only one sample representing this shallow horizon. The remaining samples, collected at depths ranging from 5-7 to 7-9 feet below ground surface, were assumed to represent a single vertical soil horizon, and therefore, interpolation in two dimensions was used to represent the concentration distribution in soil.

Processing of analytical data prior to creating input files included the following:

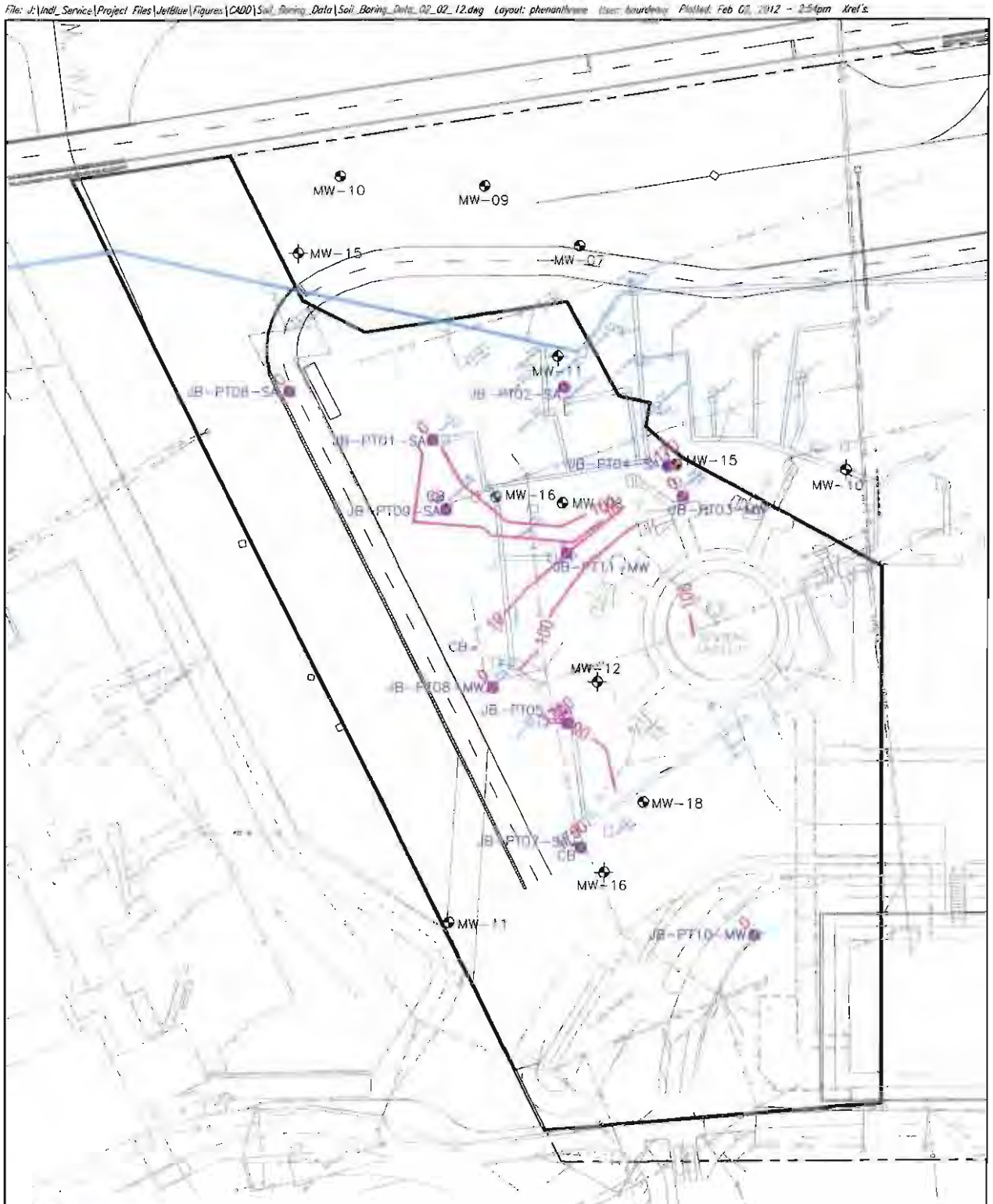
- Only parameters that had four or more detected results were included in the mapping.
- Results of field duplicates were averaged.
- Non-detect results ("U" qualifier) were interpreted as a result of 0, with the exception of non-detect results with elevated detection limits. Where the detection limit for a non-detect result was greater than the minimum detected value for that parameter, the result was omitted from the interpolation and contouring.
- Naphthalene was analyzed using two different analytical methods. As in the case of groundwater contour maps, the results using EPA method 8260 were used.

Once the data were prepared, Golden Software's Surfer (version 8) was used to interpolate the data to a grid and then contours could be drawn based on the gridded data. The algorithm used by Surfer to perform the interpolation was based on the following menu selections:

- "Triangulation with Linear Interpolation" was the selected as the interpolation algorithm.
- No anisotropy was assigned.
- The grid spacing was set to 50 feet by 50 feet.

Following the linear interpolation process, contours of equal concentration were shown on maps. The contour interval was set to a log-scale. The generated contour lines may appear unnaturally angular and discontinuous – this is a function of the interpolation algorithm. Linear interpolation is the simplest interpolation method. It interpolates values based on the three nearest points that form a triangle. Mathematically, this results in angular changes in the interpolated slope where triangles adjoin. This effect is especially pronounced when used with relatively few data points. In addition, linear interpolation is not able to extrapolate data into areas beyond the actual data points themselves (i.e., areas not contained in a triangle formed by the data points).

File: J:\Indl_Service\Project Files\Jetblue\Figures\CADD\Soil_Boring_Data\Soil_Boring_Data_02_02_12.dwg Layout: phenanthrene User: laurelee Plotted: Feb 07, 2012 - 2:54pm Xref's:



LEGEND:

- AECOM MONITORING WELL LOCATION (2011 STUDY)
- AECOM SOIL BORING LOCATION (2011 STUDY)
- CB CATCH BASIN
- PANYNJ MONITORING WELL (1999 STUDY)
- ENSR MONITORING WELL (2000 STUDY)
- APPROXIMATE LEASE LIMITS
- PARCEL 1 INVESTIGATION AREA

NOTES:
1 CONTOURS ARE GENERATED WITH SPECIFIED MATHEMATICAL ALGORITHM. SEE TEXT FOR MORE DETAILS.
2 FUEL HYDRANT PITS AND LEASE LIMITS ARE APPROXIMATE

40 0 80
SCALE IN FEET

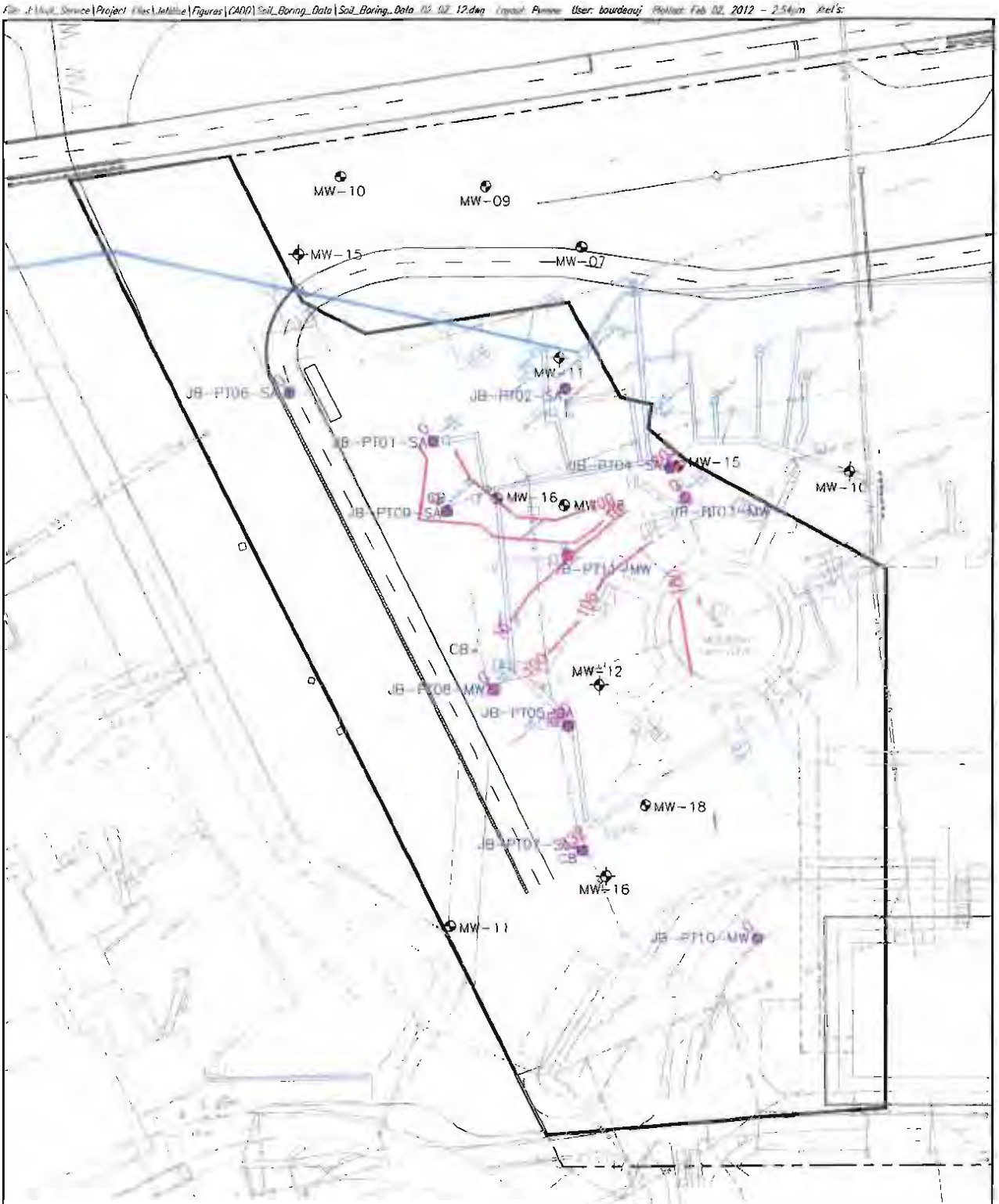
AECOM

2011 PARCEL T - BESA
JETBLUE AIRWAYS
JOHN F. KENNEDY INTERNATIONAL
AIRPORT - TERMINAL 6
JAMAICA, NEW YORK

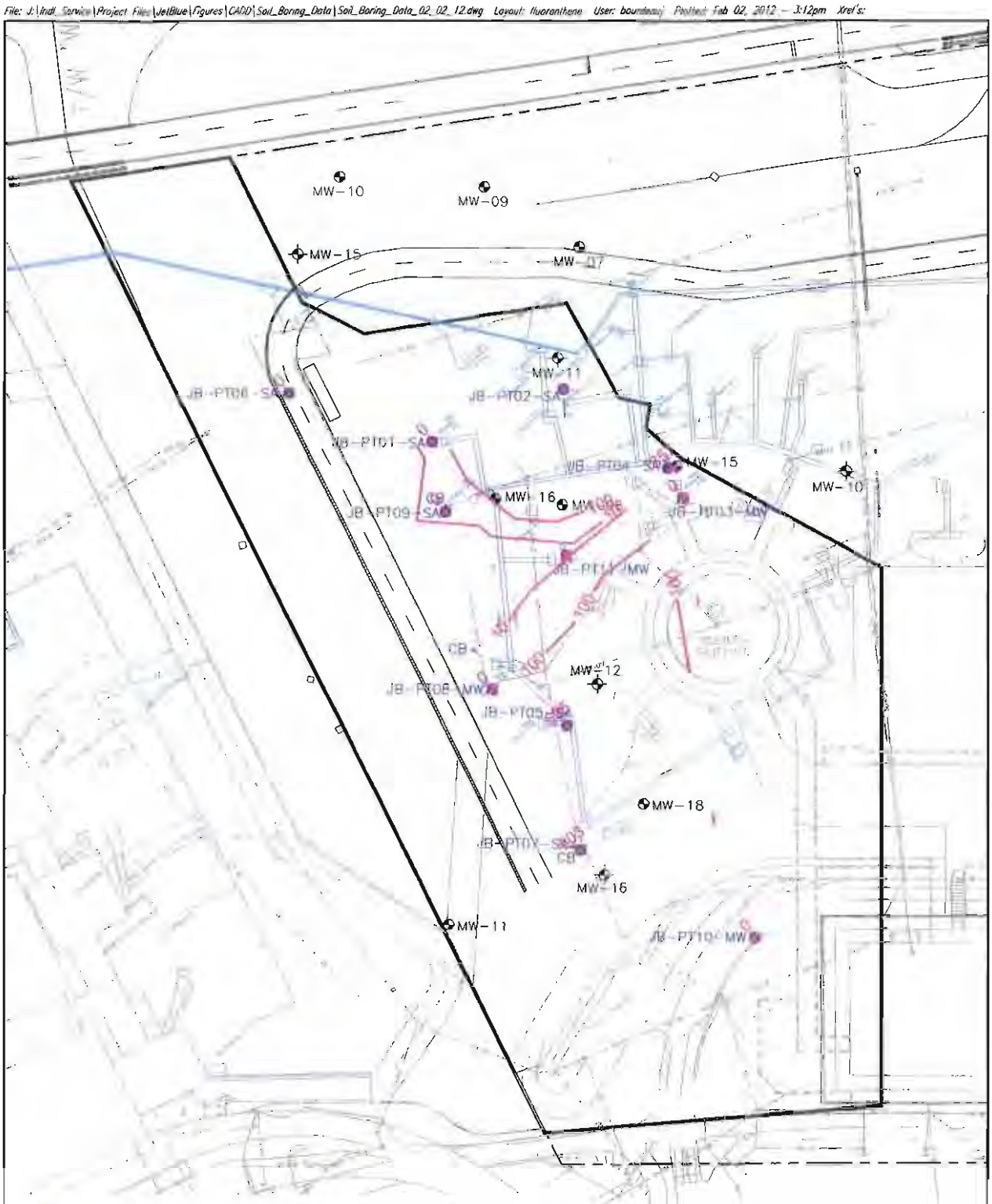
DATE 02/02/12 | DRWN J.E.B. | 60238456.6.2

PHENANTHRENE CONCENTRATIONS IN SOIL ug/kg SOIL BORING DATA

FIGURE 10


MW-10
MW-09
MW-15
MW-07
MW-11
JB-PT06-SA
JB-PT02-SA
JB-PT01-SA
JB-PT04-SA
MW-15
MW-16
MW-08
JB-PT03-MW
JB-PT11-MW
CB
MW-12
JB-PT08-MW
JB-PT05-SA
MW-18
JB-PT07-SA
CB
MW-16
MW-17
JB-PT10-MW
LEGEND
AECOM MONITORING WELL LOCATION (2011 STUDY)
AECOM SOIL BORING LOCATION (2011 STUDY)
CB CATCH BASIN
PANYNJ MONITORING WELL (1999 STUDY)
ENSR MONITORING WELL (2000 STUDY)
APPROXIMATE LEASE LIMITS
PARCEL T INVESTIGATION AREA
NOTES:
1. CONTOURS ARE GENERATED WITH SPECIFIED MATHEMATICAL ALGORITHM. SEE TEXT FOR MORE DETAILS.
2. FUEL HYDRANT PITS AND LEASE LIMITS ARE APPROXIMATE
40 0 80
SCALE IN FEET
AECOM
2011 PARCEL T - BESA
JETBLUE AIRWAYS
JOHN F. KENNEDY INTERNATIONAL
AIRPORT - TERMINAL 6
JAMAICA, NEW YORK
DATE: 02/02/12
DRWN. J.E.B.
PYRENE CONCENTRATIONS
IN SOIL ug/kg
SOIL BORING DATA
FIGURE 11

File: J:\Indl_Service\Project Files\JetBlue\Figures\CADD\Soil_Boring_Data\Soil_Boring_Data_02_02_12.dwg Layout: fluoranthene User: boundasj Plotted: Feb 02, 2012 - 3:12pm Xref's:



LEGEND

- AECOM MONITORING WELL LOCATION (2011 STUDY)
- AECOM SOIL BORING LOCATION (2011 STUDY)
- CB CATCH BASIN
- PANYNJ MONITORING WELL (1999 STUDY)
- ENSR MONITORING WELL (2000 STUDY)
- APPROXIMATE LEASE LIMITS
- PARCEL T INVESTIGATION AREA

NOTES

1. CONTOURS ARE GENERATED WITH SPECIFIED MATHEMATICAL ALGORITHM. SEE TEXT FOR MORE DETAILS.
2. FUEL HYDRANT PITS AND LEASE LIMITS ARE APPROXIMATE.

40 0 80

SCALE IN FEET

AECOM

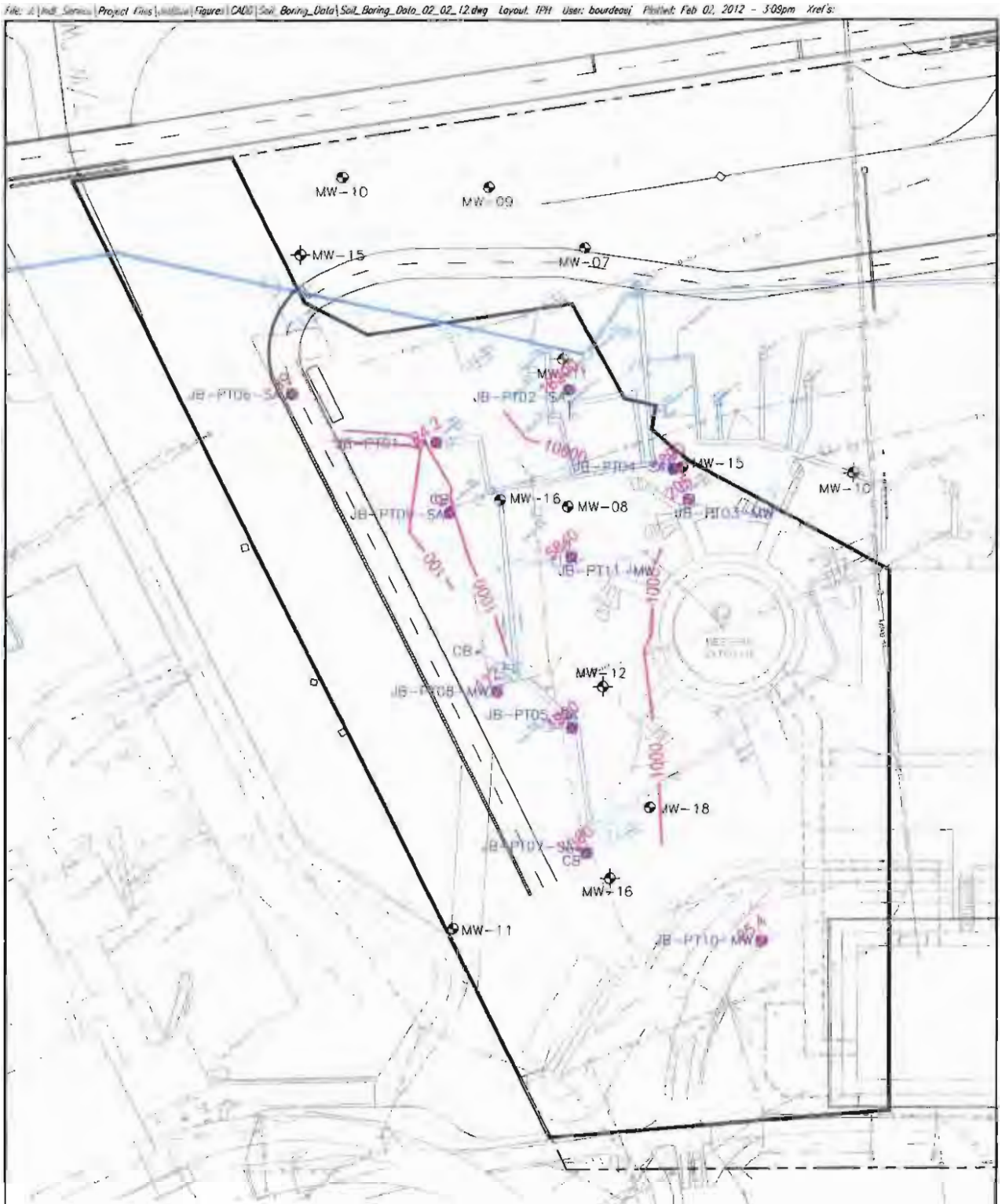
2011 PARCEL T - BESA
JETBLUE AIRWAYS
JOHN F. KENNEDY INTERNATIONAL
AIRPORT - TERMINAL 6
JAMAICA, NEW YORK

DATE: 02/02/12 | DRWN: J.E.B. | 60236456.6.2

FLUORANTHENE CONCENTRATIONS IN SOIL ug/kg SOIL BORING DATA

FIGURE 12

File: J:\Indl_Service\Project Files\Jetblue\Figures\CADD\Soil_Boring_Data\Soil_Boring_Data_02_02_12.dwg Layout: TPH User: bourdeauj Plotted: Feb 02, 2012 - 3:09pm Xref's:



LEGEND

- AECOM MONITORING WELL LOCATION (2011 STUDY)
- AECOM SOIL BORING LOCATION (2011 STUDY)
- CB CATCH BASIN
- PANYNJ MONITORING WELL (1999 STUDY)
- ENSR MONITORING WELL (2000 STUDY)
- APPROXIMATE LEASE LIMITS
- PARCEL T INVESTIGATION AREA

NOTES:

1. CONTOURS ARE GENERATED WITH SPECIFIED MATHEMATICAL ALGORITHM. SEE TEXT FOR MORE DETAILS
2. FUEL HYDRANT PITS AND LEASE LIMITS ARE APPROXIMATE.

40 0 80

SCALE INFEET

AECOM

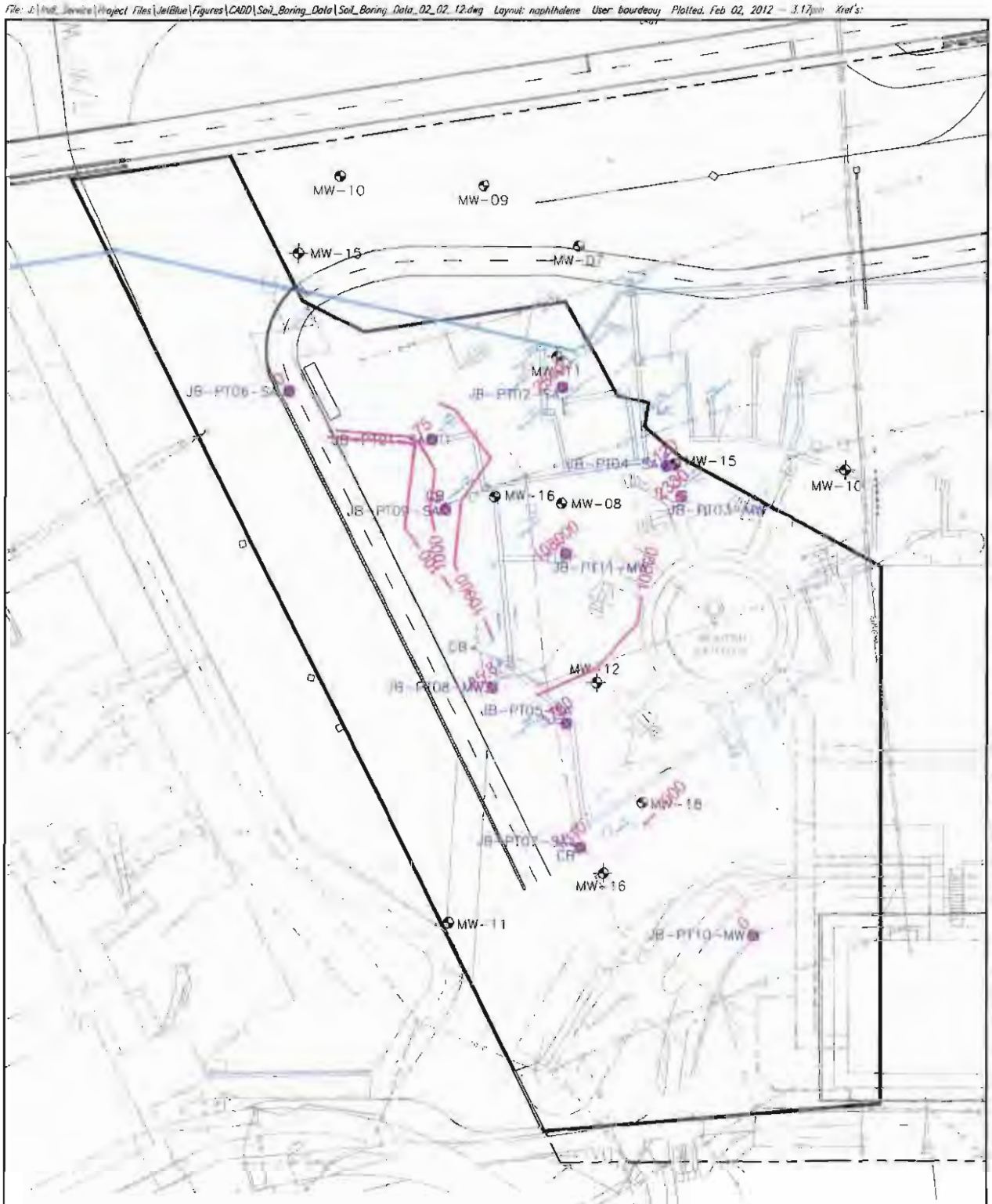
2011 PARCEL T - BESA
JETBLUE AIRWAYS
JOHN F. KENNEDY INTERNATIONAL
AIRPORT - TERMINAL 6
JAMAICA, NEW YORK

DATE 02/02/12 | DRWN J.E.B | 60236456 6.2

TPH CONCENTRATIONS IN SOIL mg/kg
SOIL BORING DATA

FIGURE 1

File: J:\Hall_Service\Project Files\JetBlue\Figures\CADD\Soil_Boring_Data\Soil_Boring_Data_02_02_12.dwg Layout: naphthalene User: bourdeouj Plotted: Feb 02, 2012 - 3:17pm Xref's:



LEGEND

- AECOM MONITORING WELL LOCATION (2011 STUDY)
- AECOM SOIL BORING LOCATION (2011 STUDY)
- CB CATCH BASIN
- PANYNJ MONITORING WELL (1999 STUDY)
- ENSR MONITORING WELL (2000 STUDY)
- APPROXIMATE LEASE LIMITS
- PARCEL T INVESTIGATION AREA

NOTES

1. CONTOURS ARE GENERATED WITH SPECIFIED MATHEMATICAL ALGORITHM. SEE TEXT FOR MORE DETAILS.
2. FUEL HYDRANT PITS AND LEASE LIMITS ARE APPROXIMATE

N

40 0 80

SCALE IN FEET

AECOM

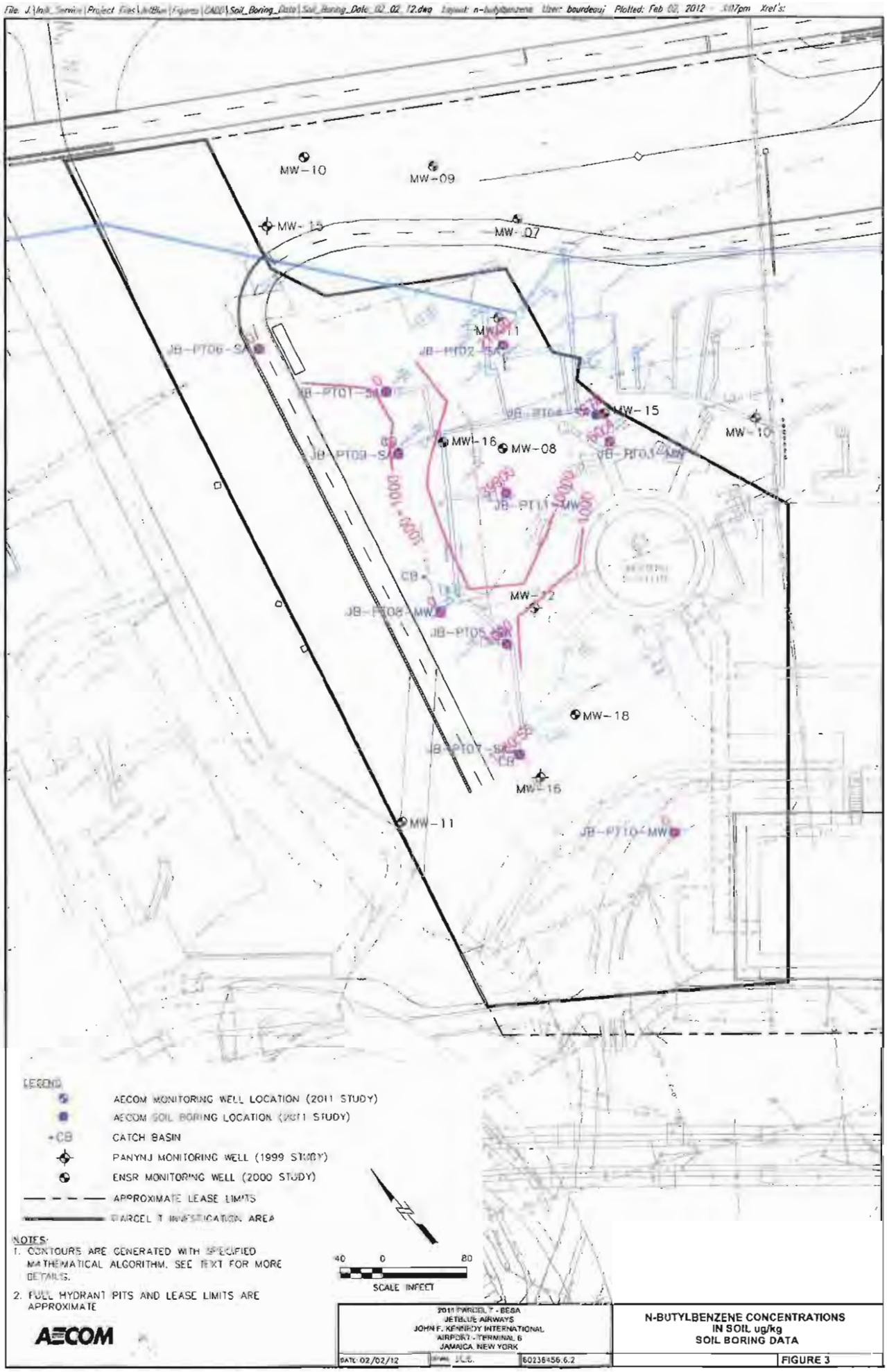
2011 PARCEL T - SESA
JETBLUE AIRWAYS
JOHN F. KENNEDY INTERNATIONAL
AIRPORT - TERMINAL 6
JAMAICA, NEW YORK

DATE 02/02/12 | DRWN: J.E.B | 60236456.6.2

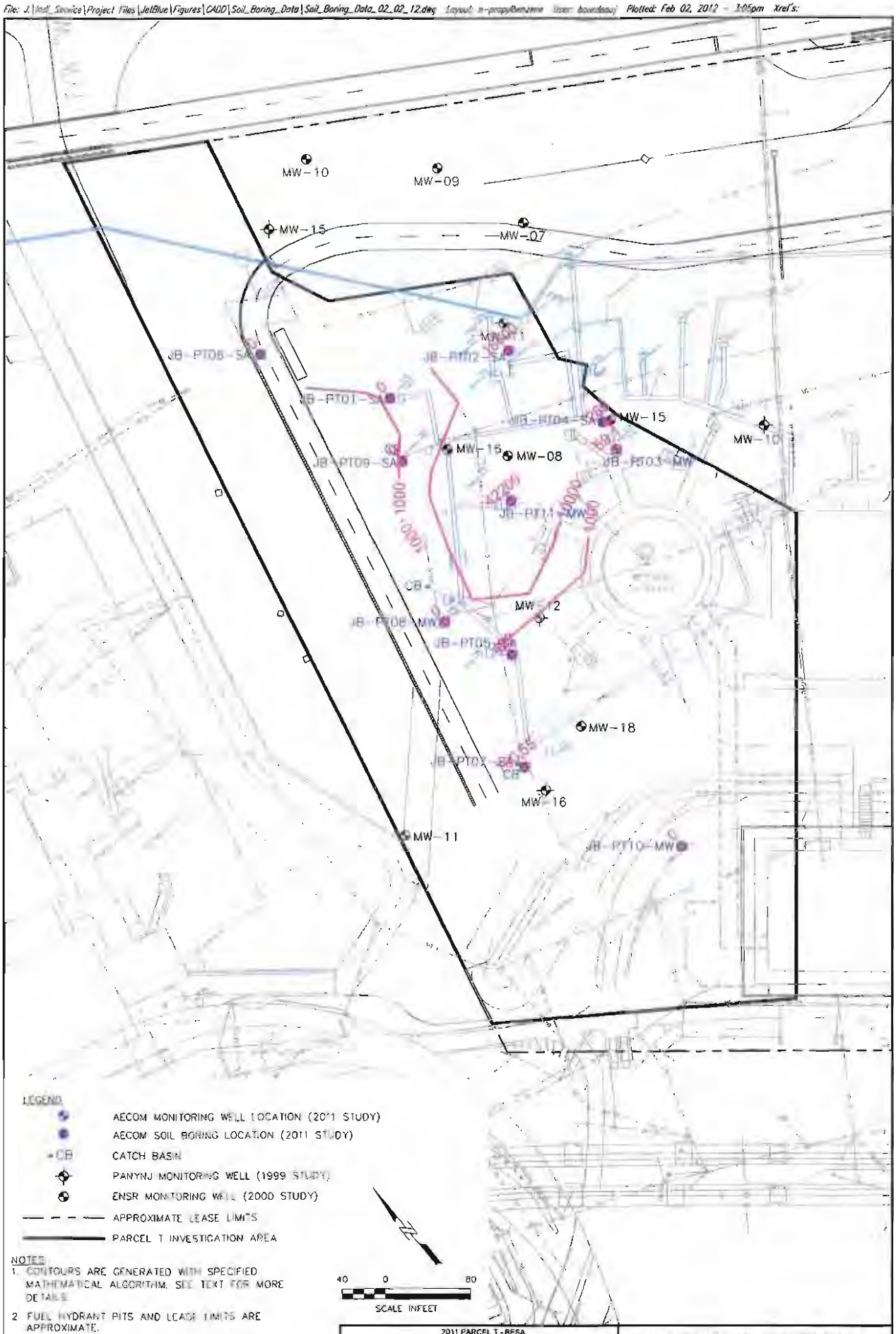
NAPHTHALENE CONCENTRATIONS IN SOIL ug/kg
SOIL BORING DATA

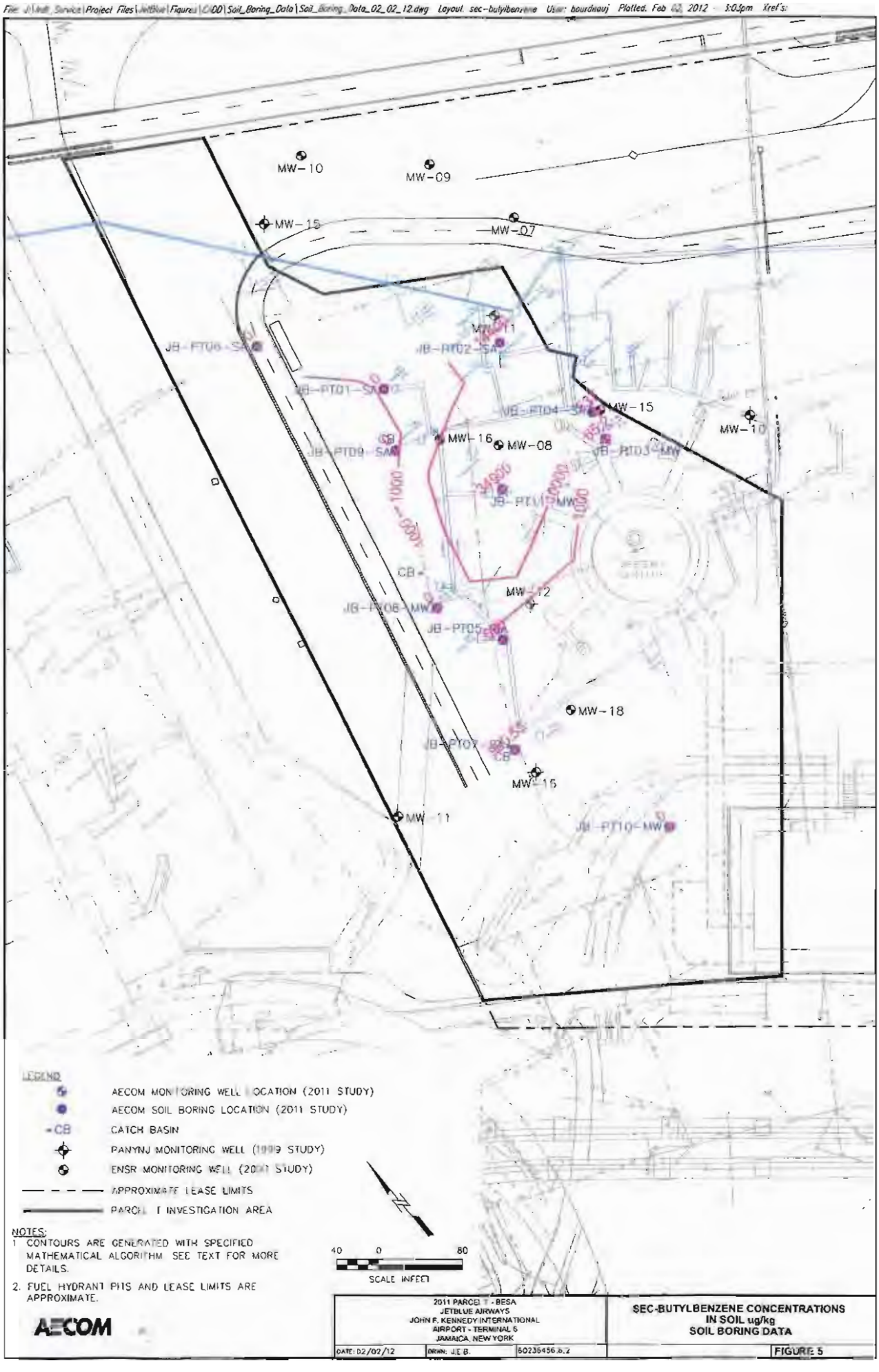
FIGURE 2

File: J:\Ntk_Service\Project Files\JetBlue\Figures\CADD\Soil_Boring_Data\Soil_Boring_Data_02_02_12.dwg Layout: n-butylbenzene User: bourdeauj Plotted: Feb 02, 2012 - 3:17pm Xref's:

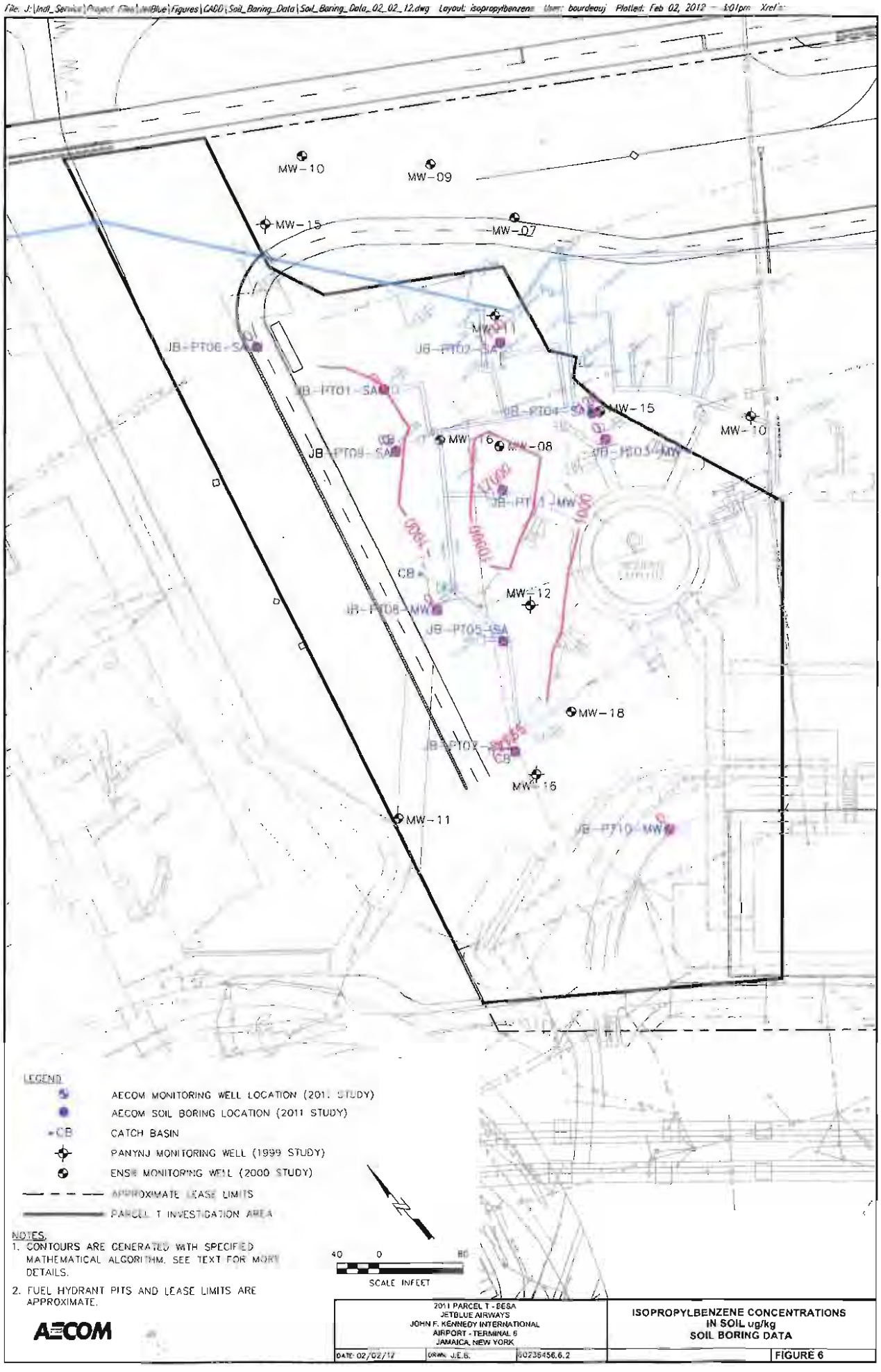


File: J:\Ind_Service\Project Files\JetBlue\Figures\CADD\Soil_Boring_Data\Soil_Boring_Data_02_02_12.dwg Layout: n-propylbenzene User: boardsau Plotted: Feb 02, 2012 - 3:05pm Xref's:




File: J:\Holt_Service\Project Files\JetBlue\Figures\CAD\Soil_Boring_Data\Soil_Boring_Data_02_02_12.dwg Layout: sec-butylbenzene User: bourdeauj Plotted: Feb 02, 2012 - 3:03pm Xref's:
MW-10
MW-09
MW-15
MW-07
MW-11
JB-PT06-SA
JB-PT02-SA
JB-PT01-SA
JB-PT04-SA
MW-15
MW-10
MW-16
MW-08
JB-PT09-SA
JB-PT03-MW
JB-PT11-MW
1000
CB
MW-12
JB-PT08-MW
JB-PT05-SA
MW-18
JB-PT07-SA
CB
MW-16
MW-11
JB-PT10-MW
LEGEND
AECOM MONITORING WELL LOCATION (2011 STUDY)
AECOM SOIL BORING LOCATION (2011 STUDY)
CB CATCH BASIN
PANYNJ MONITORING WELL (1999 STUDY)
ENSR MONITORING WELL (2001 STUDY)
APPROXIMATE LEASE LIMITS
PARCEL 7 INVESTIGATION AREA
NOTES:
1. CONTOURS ARE GENERATED WITH SPECIFIED MATHEMATICAL ALGORITHM. SEE TEXT FOR MORE DETAILS.
2. FUEL HYDRANT PITS AND LEASE LIMITS ARE APPROXIMATE.
40 0 80
SCALE IN FEET
AECOM
2011 PARCEL 7 - BESA
JETBLUE AIRWAYS
JOHN F. KENNEDY INTERNATIONAL
AIRPORT - TERMINAL 6
JAMAICA, NEW YORK
DATE: 02/02/12
DRWN: J.E.B.
60236456.6.2
SEC-BUTYLBENZENE CONCENTRATIONS
IN SOIL ug/kg
SOIL BORING DATA
FIGURE 5

File: J:\Indl_Service\Project Files\JetBlue\Figures\CADD\Soil_Boring_Data\Soil_Boring_Data_02_02_12.dwg Layout: isopropylbenzene User: bourdeauj Plotted: Feb 02, 2012 - 3:01pm Xref's:



LEGEND

- AECOM MONITORING WELL LOCATION (201. STUDY)
- AECOM SOIL BORING LOCATION (2011 STUDY)
- CB CATCH BASIN
- PANYNJ MONITORING WELL (1999 STUDY)
- ENSR MONITORING WELL (2000 STUDY)
- APPROXIMATE LEASE LIMITS
- PARCEL T INVESTIGATION AREA

NOTES:
1. CONTOURS ARE GENERATED WITH SPECIFIED MATHEMATICAL ALGORITHM. SEE TEXT FOR MORE DETAILS.
2. FUEL HYDRANT PITS AND LEASE LIMITS ARE APPROXIMATE.

N

40 0 80
SCALE IN FEET

AECOM

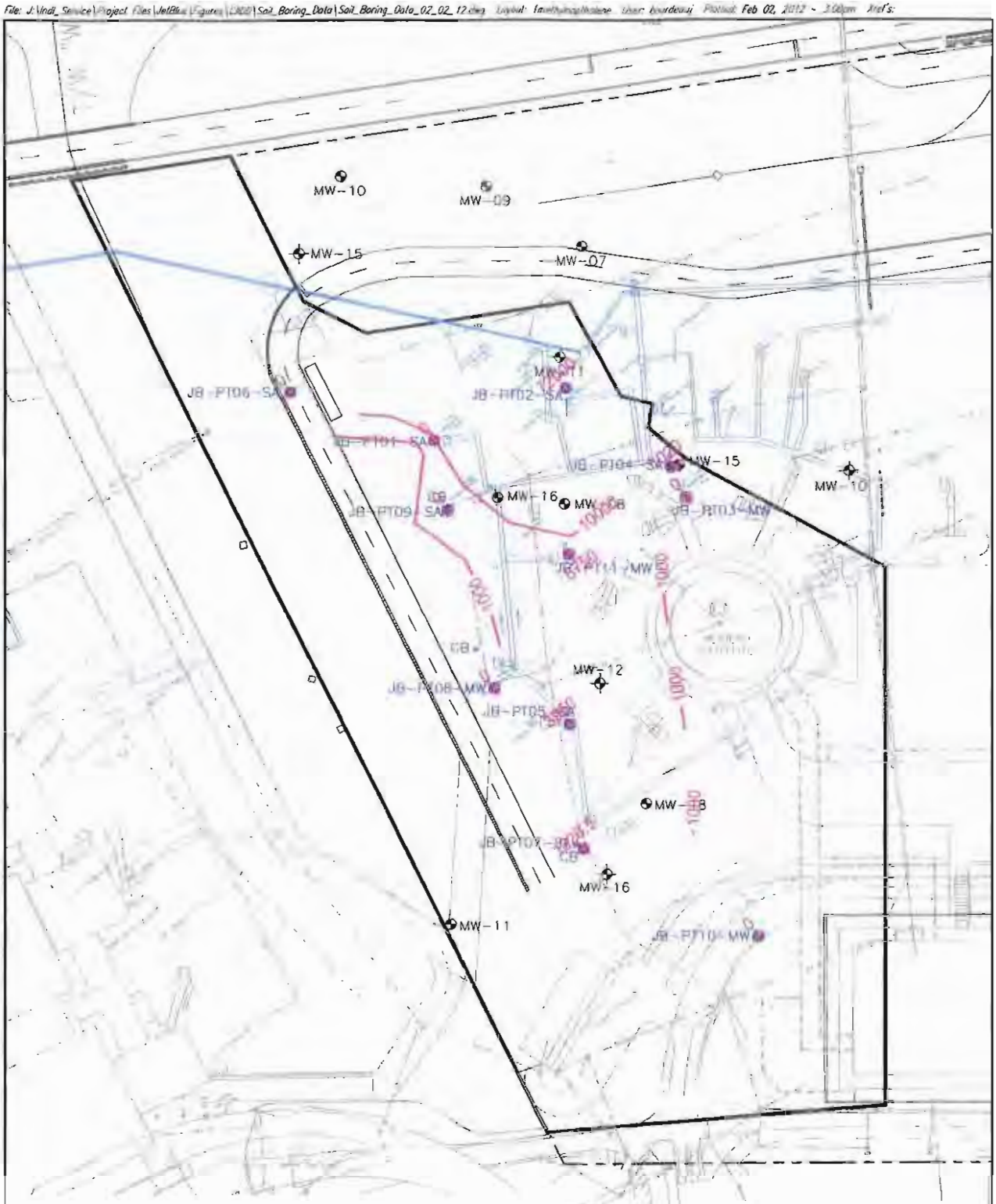
2011 PARCEL T - BESA
JETBLUE AIRWAYS
JOHN F. KENNEDY INTERNATIONAL
AIRPORT - TERMINAL 6
JAMAICA, NEW YORK

DATE: 02/02/12 | DRWN: J.E.B. | 60236456.6.2

ISOPROPYLBENZENE CONCENTRATIONS IN SOIL ug/kg SOIL BORING DATA

FIGURE 6

File: J:\Indl_Service\Project Files\JetBlue\Figures\2012\Soil_Boring_Data\Soil_Boring_Data_02_02_12.dwg Layout: 1methylnaphthalene User: bourdeau Plotted: Feb 02, 2012 - 3:08pm Xref's:



LEGEND

- AECOM MONITORING WELL LOCATION (2011 STUDY)
- AECOM SOIL BORING LOCATION (2011 STUDY)
- CB CATCH BASIN
- PANYNJ MONITORING WELL (1999 STUDY)
- ENSR MONITORING WELL (2000 STUDY)
- APPROXIMATE LEASE LIMITS
- PARCEL T INVESTIGATION AREA

NOTES:
1. CONTOURS ARE GENERATED WITH SPECIFIED MATHEMATICAL ALGORITHM. SEE TEXT FOR MORE DETAILS.
2. FUEL HYDRANT PITS AND LEASE LIMITS ARE APPROXIMATE.

40 0 80
SCALE IN FEET

AECOM

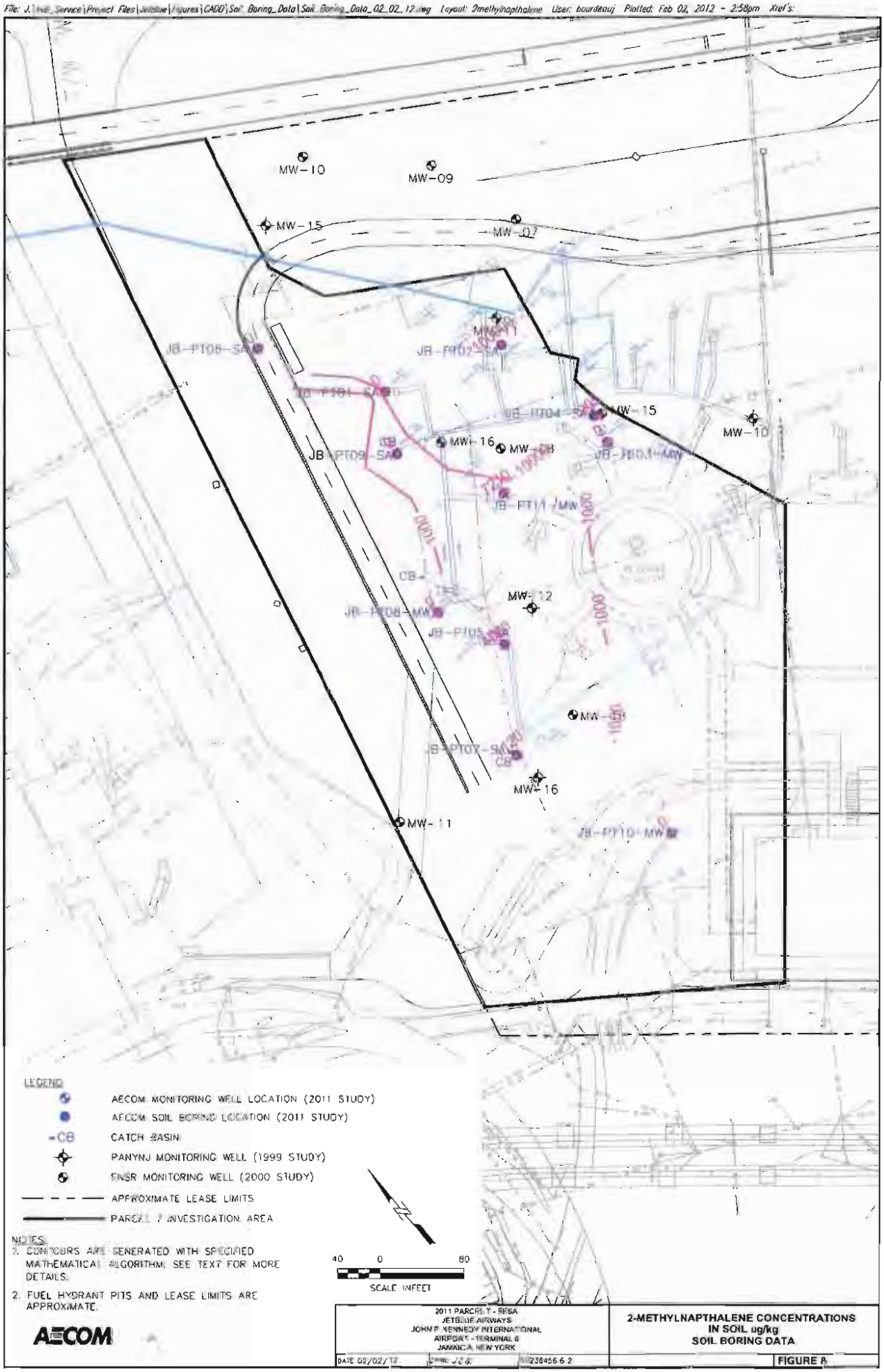
2011 PARCEL T - BESA
JETBLUE AIRWAYS
JOHN F. KENNEDY INTERNATIONAL
AIRPORT - TERMINAL 6
JAMAICA, NEW YORK

DATE: 02/02/12 | DRWN: J.E.B. | 60236456.6.2

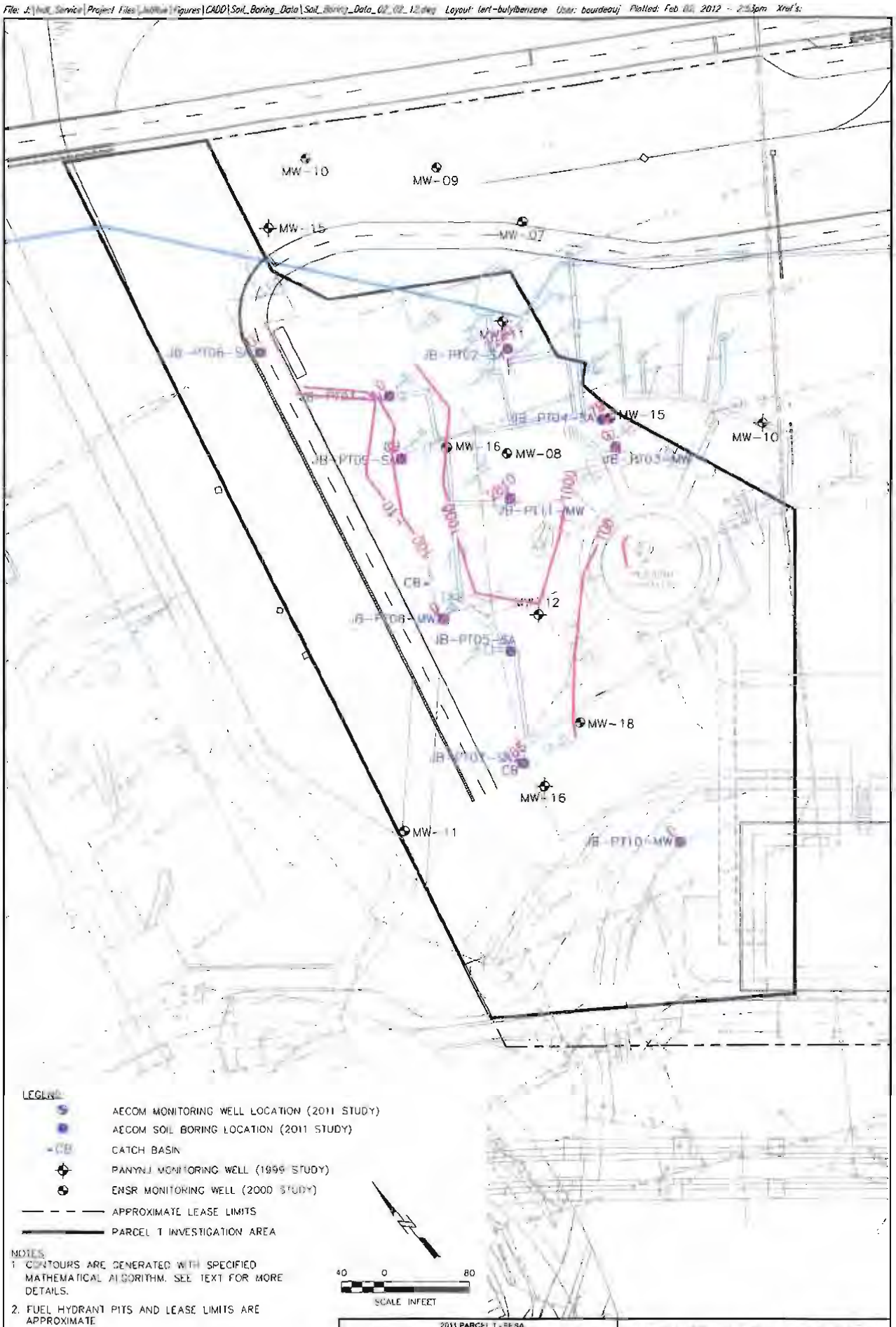
1-METHYLNAPTHALENE CONCENTRATIONS IN SOIL ug/kg SOIL BORING DATA

FIGURE 7

File: J:\Intl_Service\Project Files\JetBlue\Figures\CADD\Soil Boring_Data\Soil_Boring_Data_02_02_12.dwg Layout: 2methylnapthalene User: bourdeauj Plotted: Feb 02, 2012 - 2:58pm Xref's:



File: J:\Hdt_Service\Project Files\JetBlue\Figures\CADD\Soil_Boring_Data\Soil_Boring_Data_02_02_12.dwg Layout: tert-butylbenzene User: bourdeouj Plotted: Feb 02, 2012 - 2:53pm Xref's:



Appendix G

Groundwater Analysis Methodology and Straight Line Interpolation Maps

Groundwater Data Analysis Methodology

Per the supplemental lease agreement, maps with lines of equal dissolved phase concentration were prepared. The iso-concentration contours were generated based on analytical results from the November 2011 sampling event and based on a straight line interpolation methodology, as prescribed by the scope. Two sets of maps were generated: 1) iso-concentration maps with only monitoring well data; and 2) isoconcentration maps with both monitoring well and grab sample data. These maps are provided further below. Also in accordance with the scope, anisotropy was applied in the interpolation scheme to reflect the groundwater flow direction suggested by the groundwater contour map from November 1999 (and presented in the ENSR's 2000 BESA). This is due to the fact that no groundwater flow directions could be established from the data collected during the November-December 2011 sampling round (See Section 4.0). Therefore, the groundwater directions and gradients shown in the November 1999 ENSR's 2000 BESA were used and are assumed to be consistent with the groundwater flow gradients and directions that would have driven potential dissolved phase transport during the time the period of tenancy by JetBlue.

In the preparation of the analytical data for processing, the data were handled in the following way:

- Maps were generated for the eight parameters that were detected with the greatest frequency (greatest number of detected results).
- Duplicate results were averaged.
- Non-detect results ("U" qualifier) were interpreted as a result of 0, that is, the constituent was assumed to be not present in the sample.
- Naphthalene was analyzed using two different analytical methods. The results using EPA method 8260 were used in lieu of result from EPA method 8270; method 8260 is considered representative because naphthalene could be lost from the sample during the extraction process for method 8270.
- In some instances 1-Methylnaphthalene and 2-Methylnapthalene were analyzed with both EPA method 8260 and EPA method 8270; results from method 8270 were used.

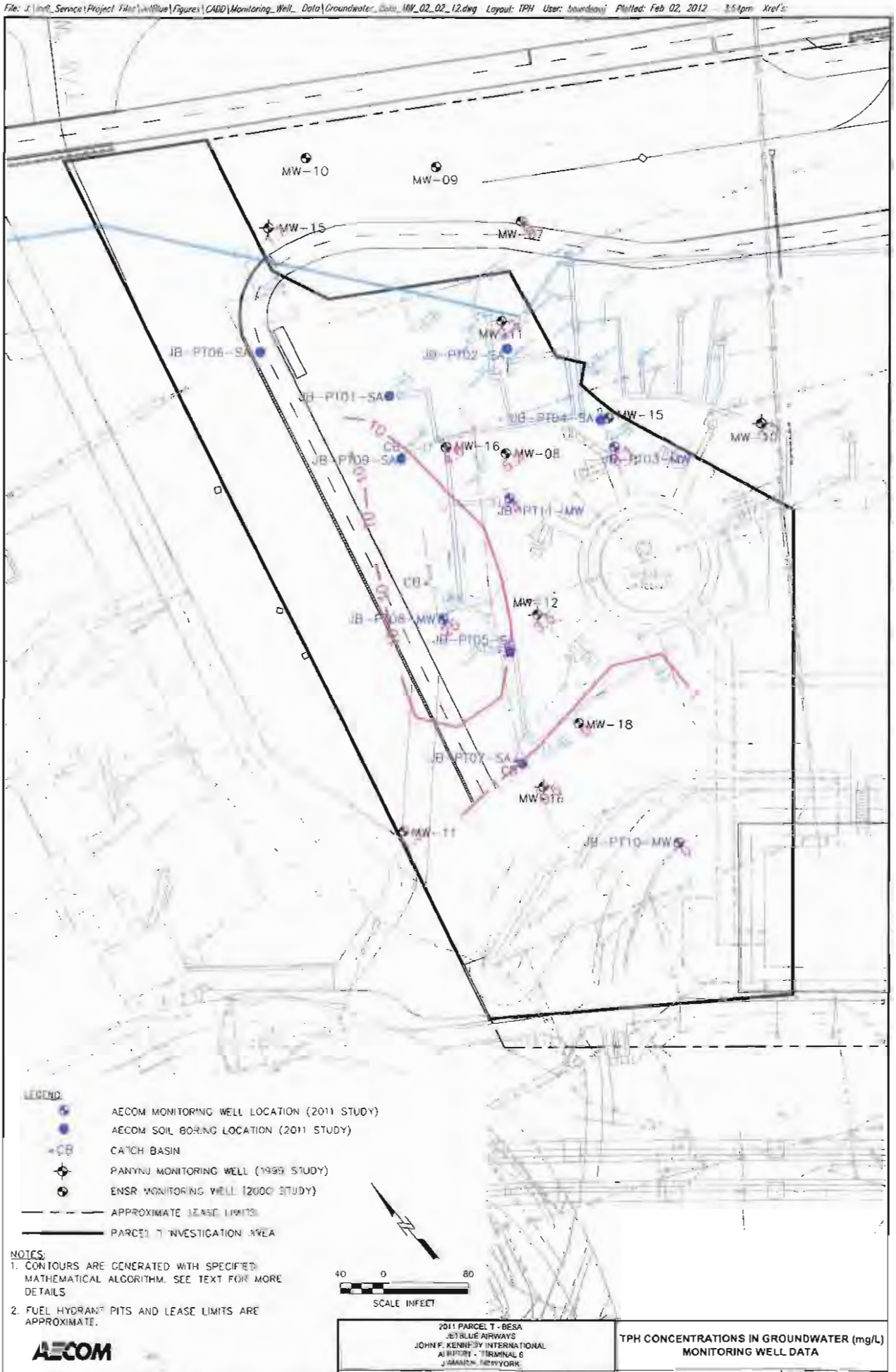
Once the data was prepared, the Golden Software's Surfer (version 8) was used to interpolate the data to a grid and then contours could be drawn based on the gridded data. The algorithm used by Surfer to perform the interpolation was based on the following menu selections:

- "Triangulation with Linear Interpolation" was the selected as the interpolation algorithm.
- Anisotropy was included, with a ratio of 2 and an angle of 160 degrees. These values were selected based on consideration of the groundwater flow gradients shown in the groundwater contour map for November 1999.
- The grid spacing was set to approximately 50 feet by 50 feet (allowing Surfer to default to a value near 50); that is, Surfer will interpolate values onto the 50x50-ft grid.

Following the linear interpolation process, contours of equal concentration were shown on maps. The contour interval was set to a log-scale. In some instances an additional contour level may have been added to provide detail where a log-scale contour interval was sparse. Linear interpolation is the simplest interpolation method. It interpolates values based on the three nearest points that form a triangle. Mathematically, this results in angular changes in the interpolated slope where triangles adjoin. This effect is especially pronounced when used with relatively few data points. In addition, linear interpolation is not able to extrapolate data into areas beyond the actual data points themselves (i.e., areas not contained in a triangle formed by the data points).

Maps with only monitoring well data

File: J:\Int'l_Service\Project Files\JetBlue\Figures\CADD\Monitoring_Well_ Data\Groundwater_Data_MW_02_02_12.dwg Layout: TPH User: boundeaj Plotted: Feb 02, 2012 - 3:54pm Xref's:



NOTES:
1. CONTOURS ARE GENERATED WITH SPECIFIED MATHEMATICAL ALGORITHM. SEE TEXT FOR MORE DETAILS
2. FUEL HYDRANT PITS AND LEASE LIMITS ARE APPROXIMATE.

AECOM

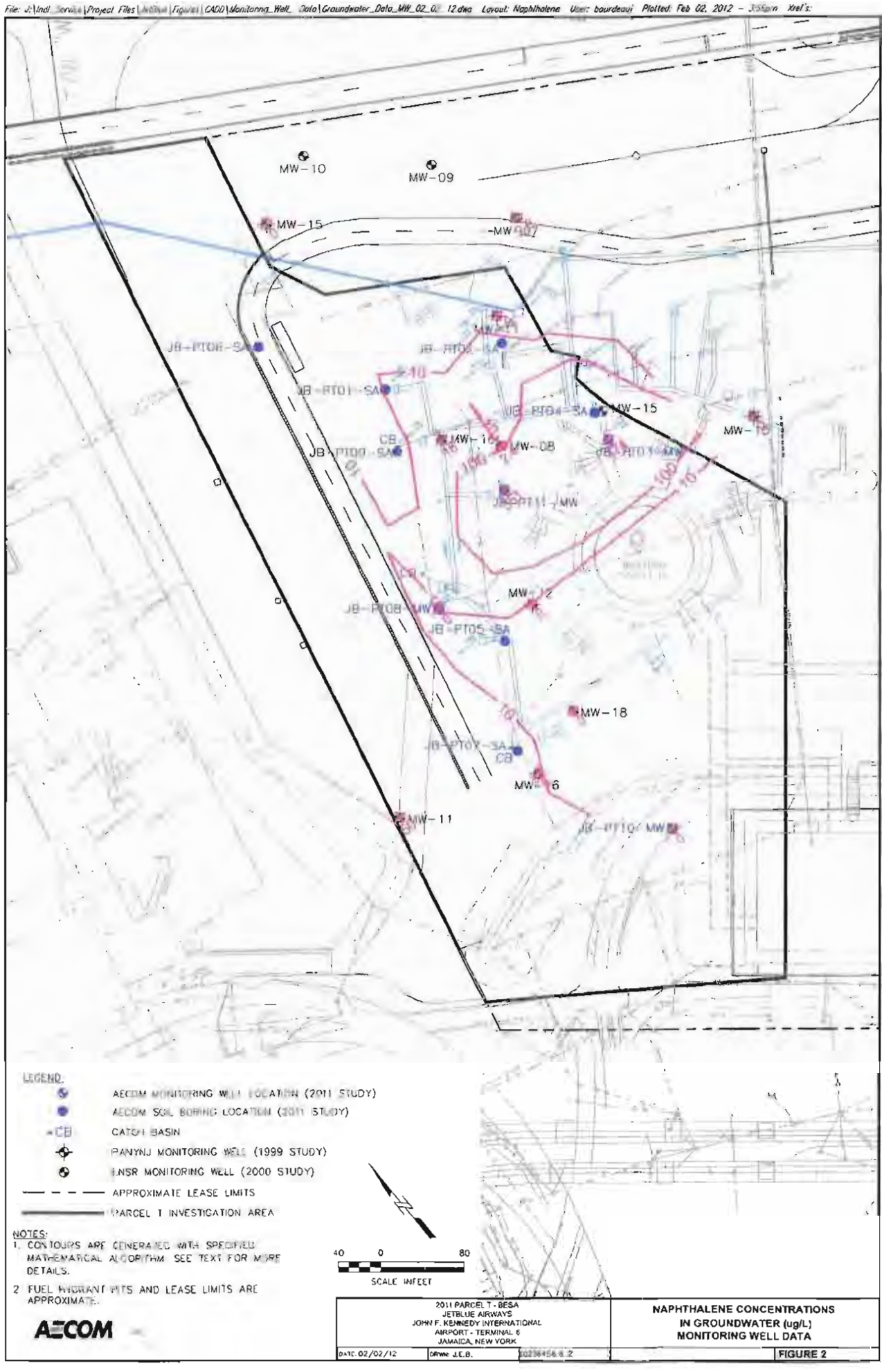
2011 PARCEL T - BESA
JETBLUE AIRWAYS
JOHN F. KENNEDY INTERNATIONAL AIRPORT - TERMINAL 6
JAMAICA, NEW YORK

DATE: 02/02/12 | DRWN: J E B. | 60236456.6.2

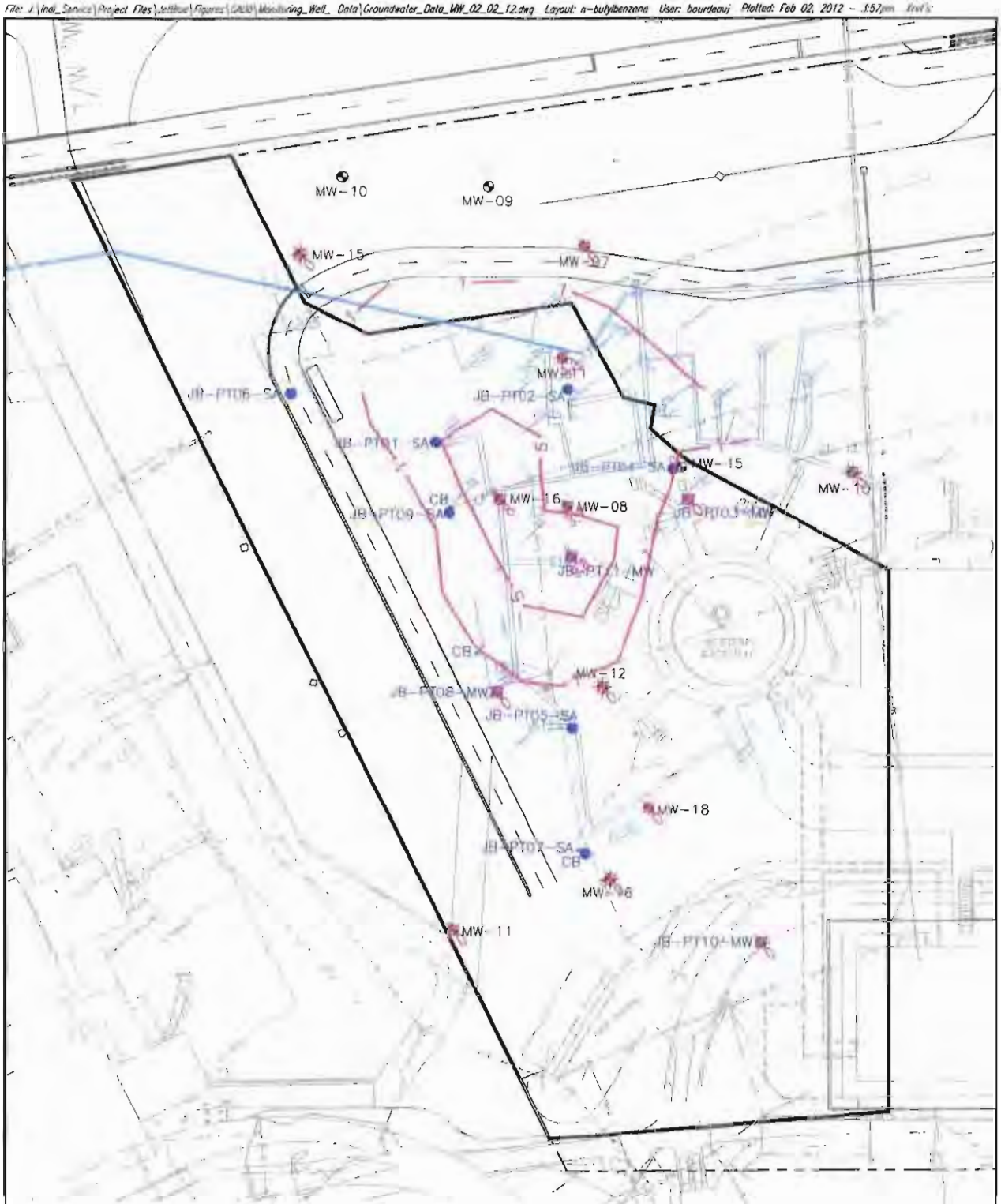
TPH CONCENTRATIONS IN GROUNDWATER (mg/L)
MONITORING WELL DATA

FIGURE 1

File: J:\Ind_Service\Project Files\Archive\Figures\CADD\Monitoring_Well_Data\Groundwater_Data_MW_02_0[illegible]12.dwg Layout: Naphthalene User: bourdeaui Plotted: Feb 02, 2012 - [illegible] Xref's:



File: J:\Ind_Service\Project Files\JetBlue\Figures\CAD\Monitoring_Well_ Data\Groundwater_Data_MW_02_02_12.dwg Layout: n-butylbenzene User: bourdeauj Plotted: Feb 02, 2012 - 1:57pm Xref's:



LEGEND:

- AECOM MONITORING WELL LOCATION (2011 STUDY)
- AECOM SOIL BORING LOCATION (2011 STUDY)
- CB CATCH BASIN
- PANYNJ MONITORING WELL (1999 STUDY)
- ENSR MONITORING WELL (2000 STUDY)
- APPROXIMATE LEASE LIMITS
- PARCEL T INVESTIGATION AREA

NOTES:
1. CONTOURS ARE GENERATED WITH SPECIFIED MATHEMATICAL ALGORITHM. SEE TEXT FOR MORE DETAILS.
2. FUEL HYDRANT PITS AND LEASE LIMITS ARE APPROXIMATE

40 0 80
SCALE IN FEET

AECOM

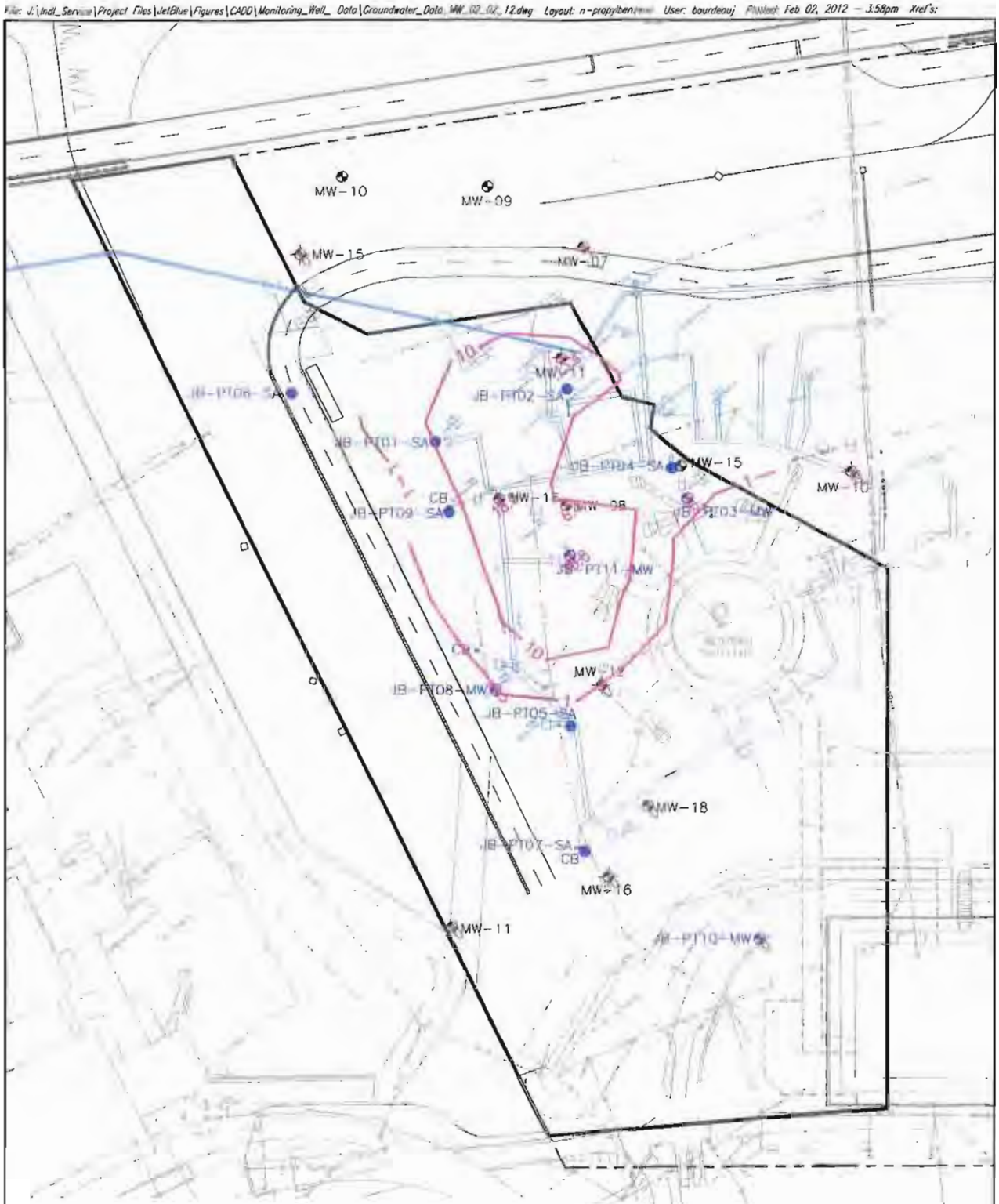
2011 PARCEL T - BESA
JETBLUE AIRWAYS
JOHN F. KENNEDY INTERNATIONAL
AIRPORT - TERMINAL 6
JAMAICA, NEW YORK

DATE: 02/02/12 | DRWN: J.E.B. | 60236458.0.2

N-BUTYLBENZENE CONCENTRATIONS IN GROUNDWATER (ug/L) MONITORING WELL DATA

FIGURE 3

File: J:\Indl_Service\Project Files\JetBlue\Figures\CADD\Monitoring_Well_ Data\Groundwater_Data_MW_02_02_12.dwg Layout: n-propylben User: bourdeauj Plotted: Feb 02, 2012 – 3:58pm Xref's:



LEGEND

- AECOM MONITORING WELL LOCATION (2011 STUDY)
- AECOM SOIL BORING LOCATION (2011 STUDY)
- CB CATCH BASIN
- PANYNJ MONITORING WELL (1999 STUDY)
- ENSR MONITORING WELL (2000 STUDY)
- APPROXIMATE LEASE LIMITS
- PARCEL T INVESTIGATION AREA

NOTES:

1. CONTOURS ARE GENERATED WITH SPECIFIED MATHEMATICAL ALGORITHM. SEE TEXT FOR MORE DETAILS.
2. FUEL HYDRANT PITS AND LEASE LIMITS ARE APPROXIMATE.

40 0 80

SCALE IN FEET

AECOM

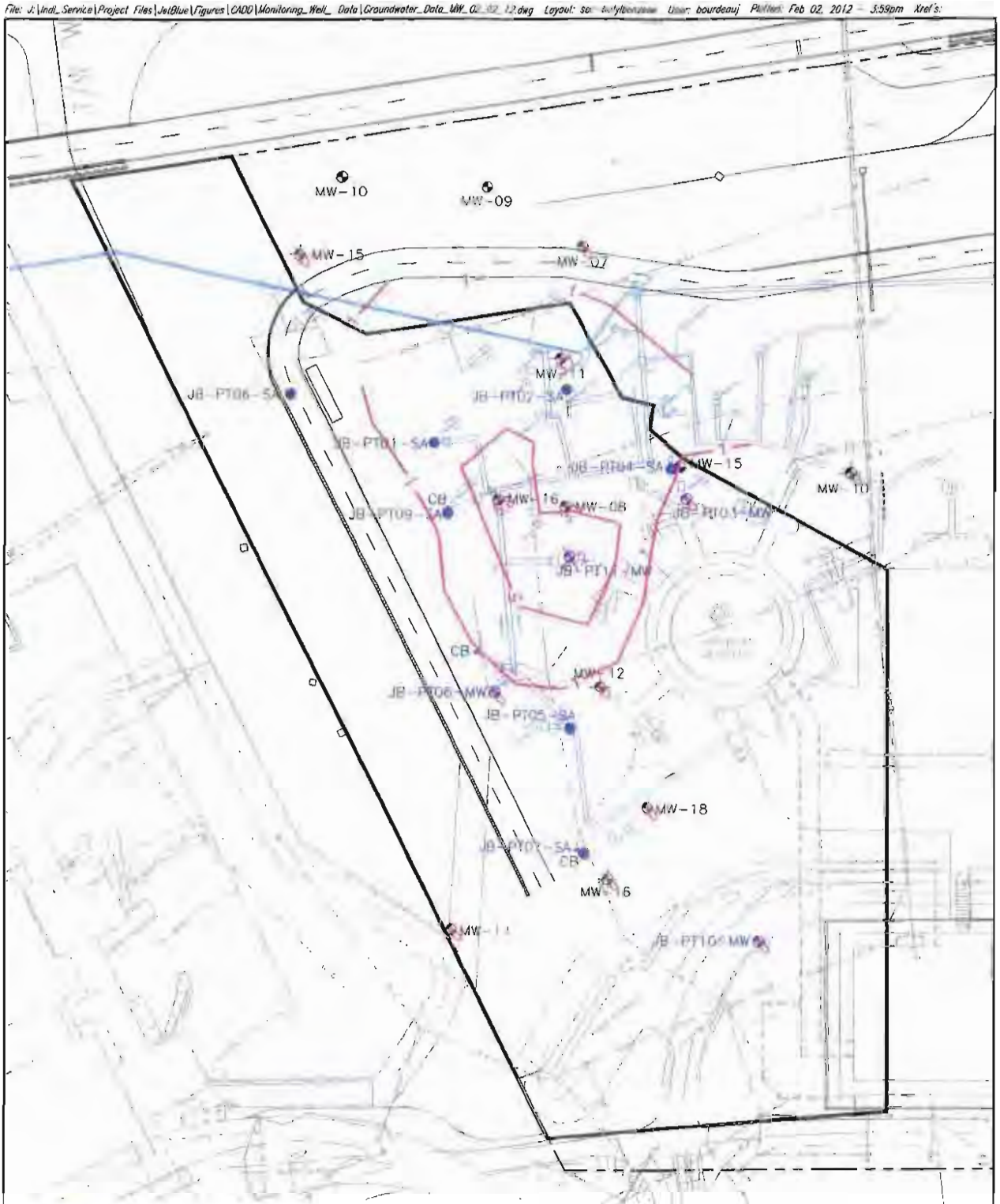
2011 PARCEL T - BESA
JETBLUE AIRWAYS
JOHN F. KENNEDY INTERNATIONAL
AIRPORT - TERMINAL 6
JAMAICA, NEW YORK

DATE: 02/02/12 | DRWN: J.E.B. | 60236456.6.7

N-PROPYLBENZENE CONCENTRATIONS IN GROUNDWATER (ug/L) MONITORING WELL DATA

FIGURE 4

File: J:\Indl_Service\Project Files\JetBlue\Figures\CADD\Monitoring_Well_ Data\Groundwater_Data_MW_02_02_12.dwg Layout: sec butylbenzene User: bourdeauj Plotted: Feb 02, 2012 - 3:59pm Xref's:



LEGEND

- AECOM MONITORING WELL LOCATION (2011 STUDY)
- AECOM SOIL BORING LOCATION (2011 STUDY)
- CB CATCH BASIN
- PANYNJ MONITORING WELL (1999 STUDY)
- ENSR MONITORING WELL (2000 STUDY)
- APPROXIMATE LEASE LIMITS
- PARCEL T INVESTIGATION AREA

NOTES:

1. CONTOURS ARE GENERATED WITH SPECIFIED MATHEMATICAL ALGORITHM. SEE TEXT FOR MORE DETAILS.
2. FUEL HYDRANT PITS AND LEASE LIMITS ARE APPROXIMATE.

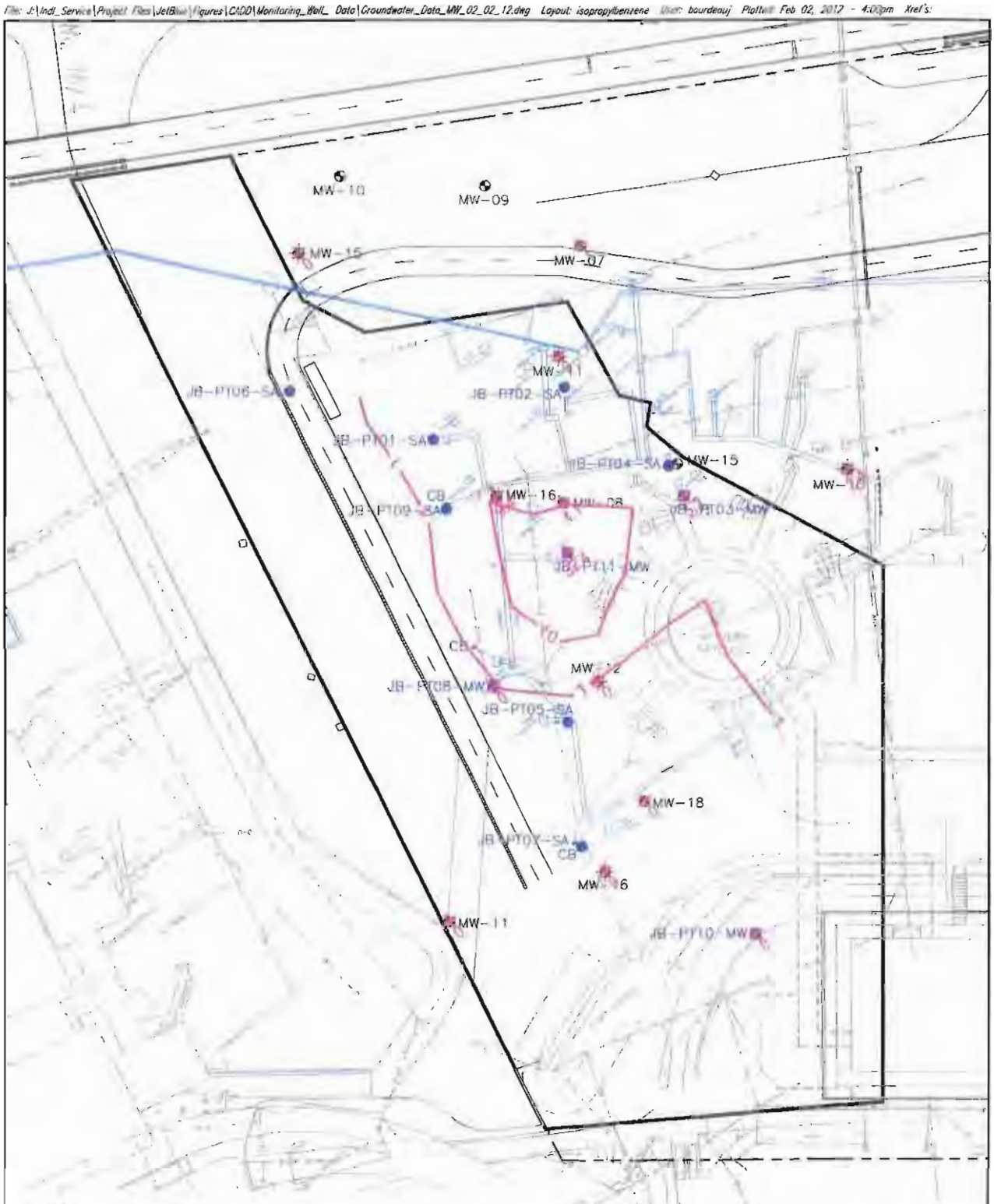
40 0 80

SCALE IN FEET

AECOM

2011 PARCEL T - BESA JETBLUE AIRWAYS JOHN F. KENNEDY INTERNATIONAL AIRPORT - TERMINAL 6 JAMAICA, NEW YORK	SEC-BUTYLBENZENE CONCENTRATIONS IN GROUNDWATER (ug/L) MONITORING WELL DATA
DATE: 02/02/12 | DWG. JFB. | 60236456 6.2	FIGURE 5

File: J:\Indl_Service\Project Files\JetBlue\Figures\CADD\Monitoring_Well_ Data\Groundwater_Data_MW_02_02_12.dwg Layout: isopropylbenzene User: bourdeauj Plotted: Feb 02, 2012 - 4:00pm Xref's:



LEGEND

- AECOM MONITORING WELL LOCATION (2011 STUDY)
- AECOM SOIL BORING LOCATION (2011 STUDY)
- CB CATCH BASIN
- PANYNJ MONITORING WELL (1999 STUDY)
- ENSR MONITORING WELL (2000 STUDY)
- APPROXIMATE LEASE LIMITS
- PARCEL 7 INVESTIGATION AREA

NOTES:

1. CONTOURS ARE GENERATED WITH SPECIFIED MATHEMATICAL ALGORITHM. SEE TEXT FOR MORE DETAILS.
2. FUEL HYDRANT PITS AND LEASE LIMITS ARE APPROXIMATE.

N

40 0 80

SCALE IN FEET

AECOM

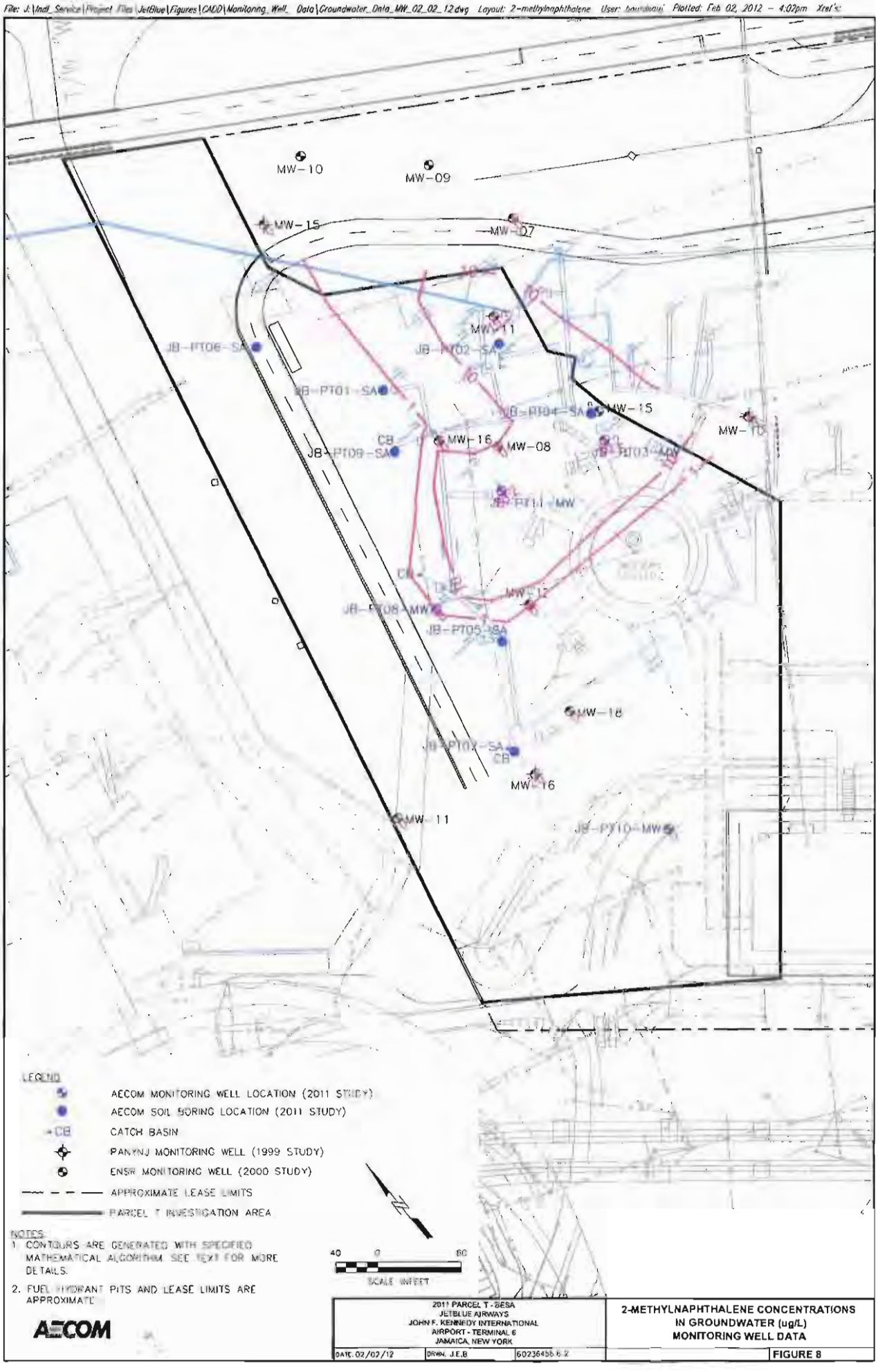
2011 PARCEL 7 - BESA
JETBLUE AIRWAYS
JOHN F. KENNEDY INTERNATIONAL
AIRPORT - TERMINAL 6
JAMAICA, NEW YORK

DATE: 02/02/12 | DRWN. J.E.B | 60234454.6.2

ISOPROPYLBENZENE CONCENTRATIONS IN GROUNDWATER (ug/L) MONITORING WELL DATA

FIGURE 6

File: J:\Indl_Service\Project Files\JetBlue\Figures\CADD\Monitoring_Well_ Data\Groundwater_Data_MW_02_02_12.dwg Layout: 2-methylnaphthalene User: bourdeau Plotted: Feb 02, 2012 - 4:02pm Xref's:



AECOM

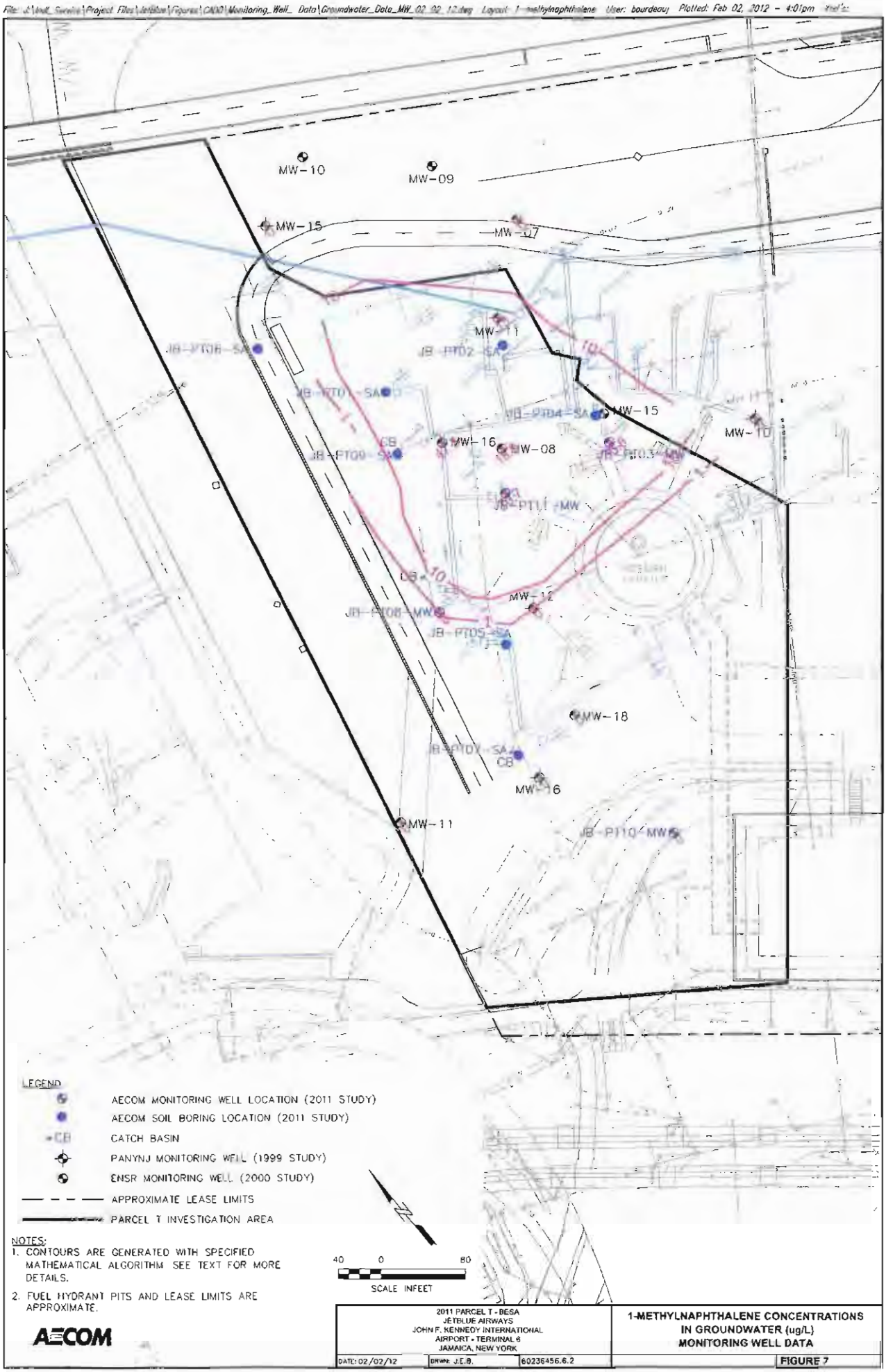
2011 PARCEL T - SESA
JETBLUE AIRWAYS
JOHN F. KENNEDY INTERNATIONAL
AIRPORT - TERMINAL 6
JAMAICA, NEW YORK

DATE: 02/02/12 | DRWN: J.E.B | 60236456.6.2

2-METHYLNAPHTHALENE CONCENTRATIONS IN GROUNDWATER (ug/L) MONITORING WELL DATA

FIGURE 8

File: J:\Indl_Service\Project Files\JetBlue\Figures\CADD\Monitoring_Well_ Data\Groundwater_Data_MW_02_02_12.dwg Layout: 1-methylnaphthalene User: bourdeauj Plotted: Feb 02, 2012 - 4:01pm Xref's:



NOTES:
1. CONTOURS ARE GENERATED WITH SPECIFIED MATHEMATICAL ALGORITHM. SEE TEXT FOR MORE DETAILS.
2. FUEL HYDRANT PITS AND LEASE LIMITS ARE APPROXIMATE.

AECOM

2011 PARCEL T - BESA
JETBLUE AIRWAYS
JOHN F. KENNEDY INTERNATIONAL
AIRPORT - TERMINAL 6
JAMAICA, NEW YORK

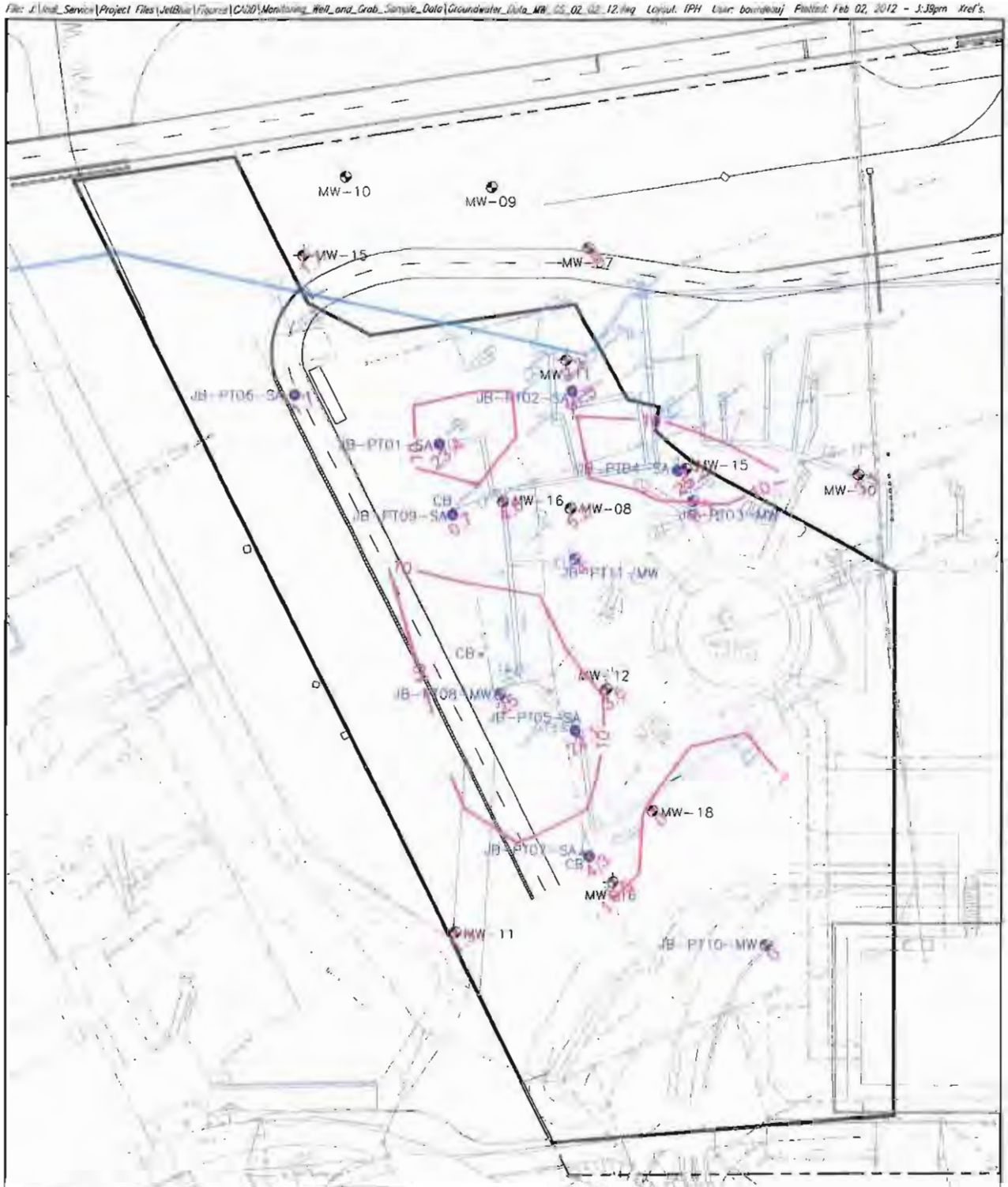
DATE: 02/02/12 | DRWN: J.E.B. | 60236456.6.2

1-METHYLNAPHTHALENE CONCENTRATIONS IN GROUNDWATER (ug/L) MONITORING WELL DATA

FIGURE 7

Maps with both monitoring well and grab sample data

File: J:\Civil_Service\Project Files\JetBlue\Figures\CADD\Monitoring_Well_and_Grab_Sample_Data\Groundwater_Data_MW_GS_02_02_12.dwg Layout: TPH User: boudreauj Plotted: Feb 02, 2012 - 3:39pm Xref's:



LEGEND

- AECOM MONITORING WELL LOCATION (2011 STUDY)
- AECOM SOIL BORING LOCATION (2011 STUDY)
- CB CATCH BASIN
- PANYNJ MONITORING WELL (1999 STUDY)
- ENSR MONITORING WELL (2000 STUDY)
- APPROXIMATE LEASE LIMITS
- PARCEL T INVESTIGATION AREA

NOTES

1. CONTOURS ARE GENERATED WITH SPECIFIED MATHEMATICAL ALGORITHM. SEE TEXT FOR MORE DETAILS.
2. FUEL HYDRANT PITS AND LEASE LIMITS ARE APPROXIMATE

40 0 80

SCALE IN FEET

AECOM

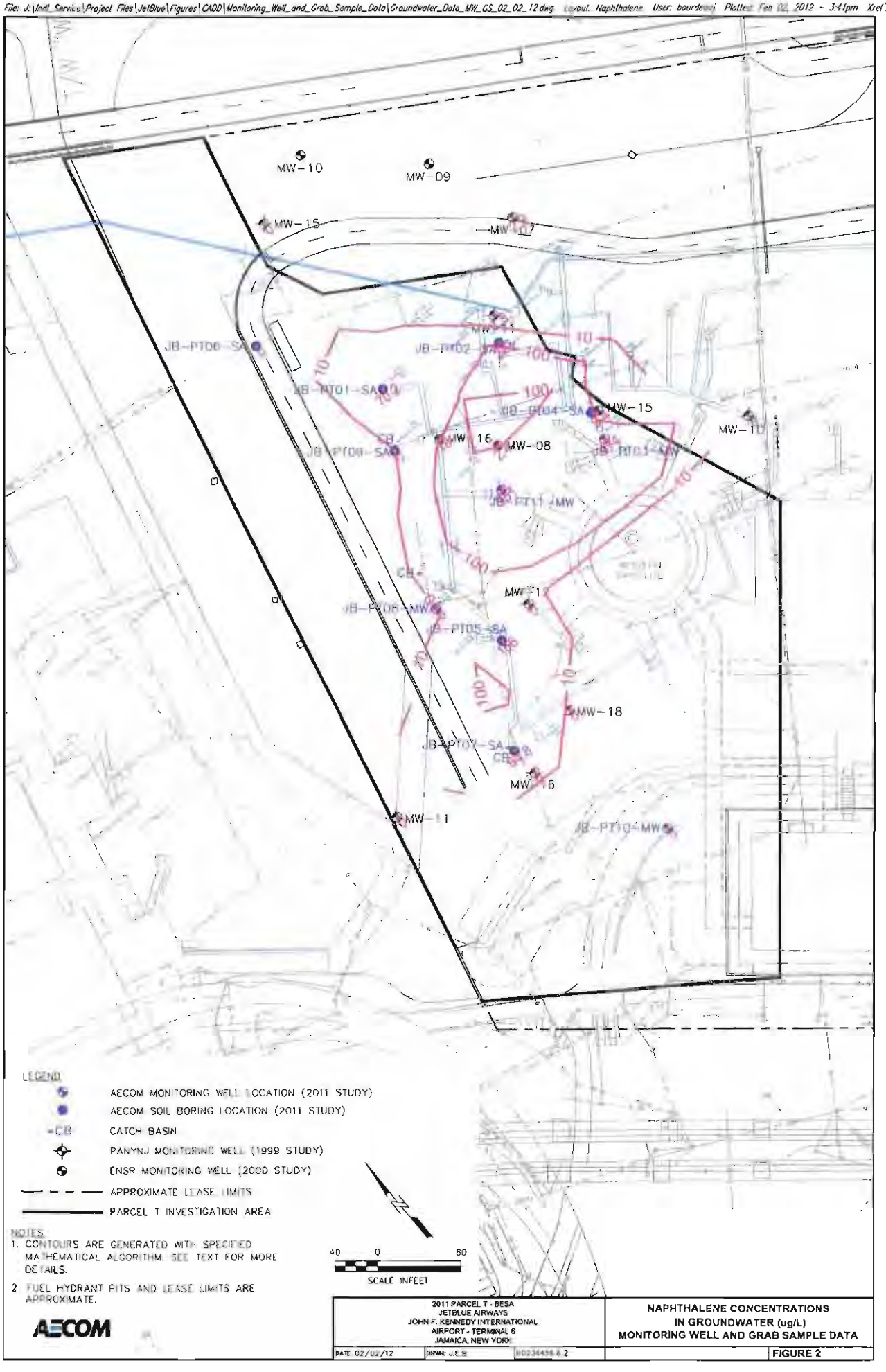
2011 PARCEL T - BESA
JETBLUE AIRWAYS
JOHN F. KENNEDY INTERNATIONAL AIRPORT - TERMINAL 6
JAMAICA, NEW YORK

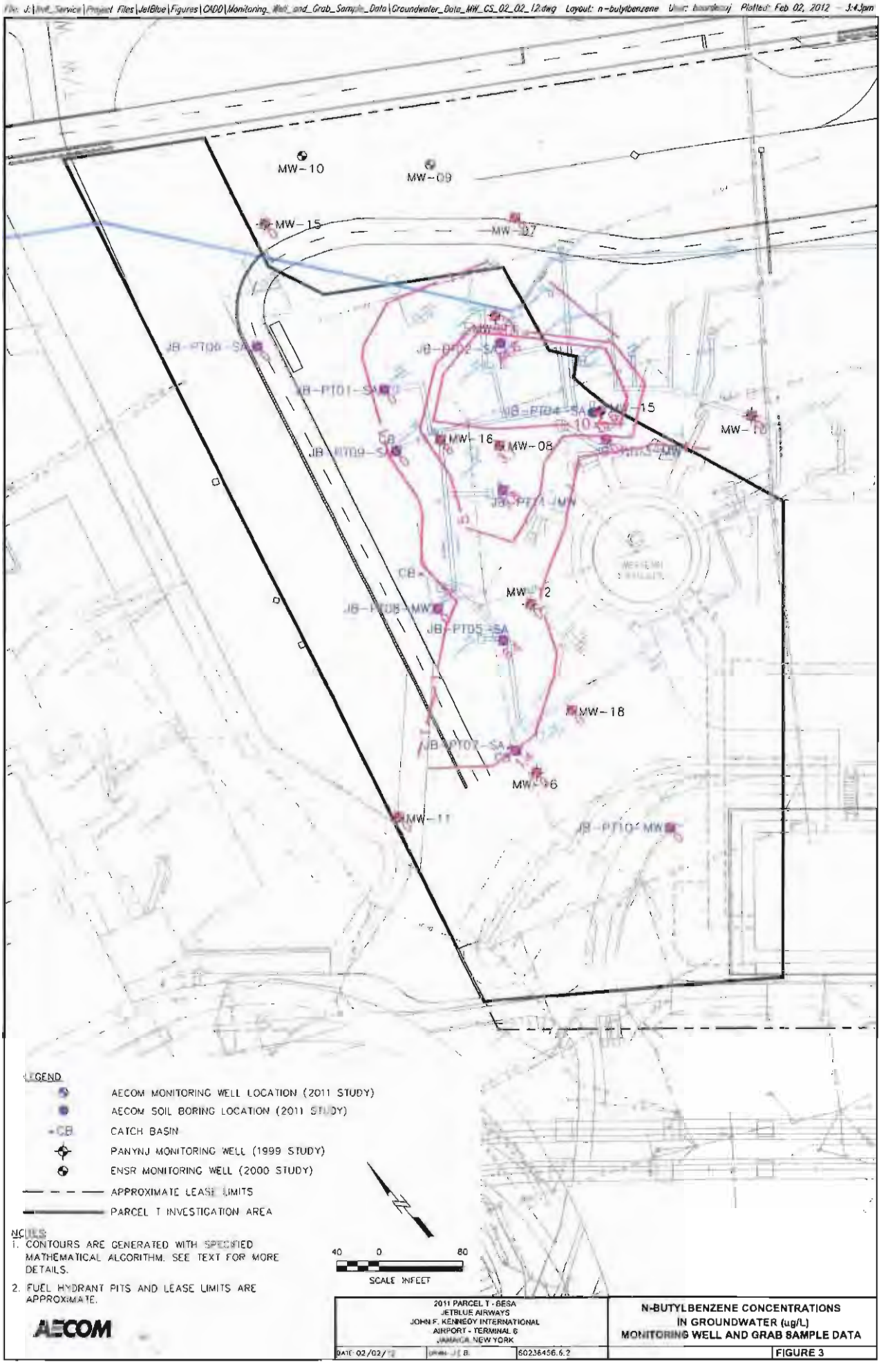
DATE: 02/02/12 | 60336456.6.2

TPH CONCENTRATIONS IN GROUNDWATER (mg/L)
MONITORING WELL AND GRAB SAMPLE DATA

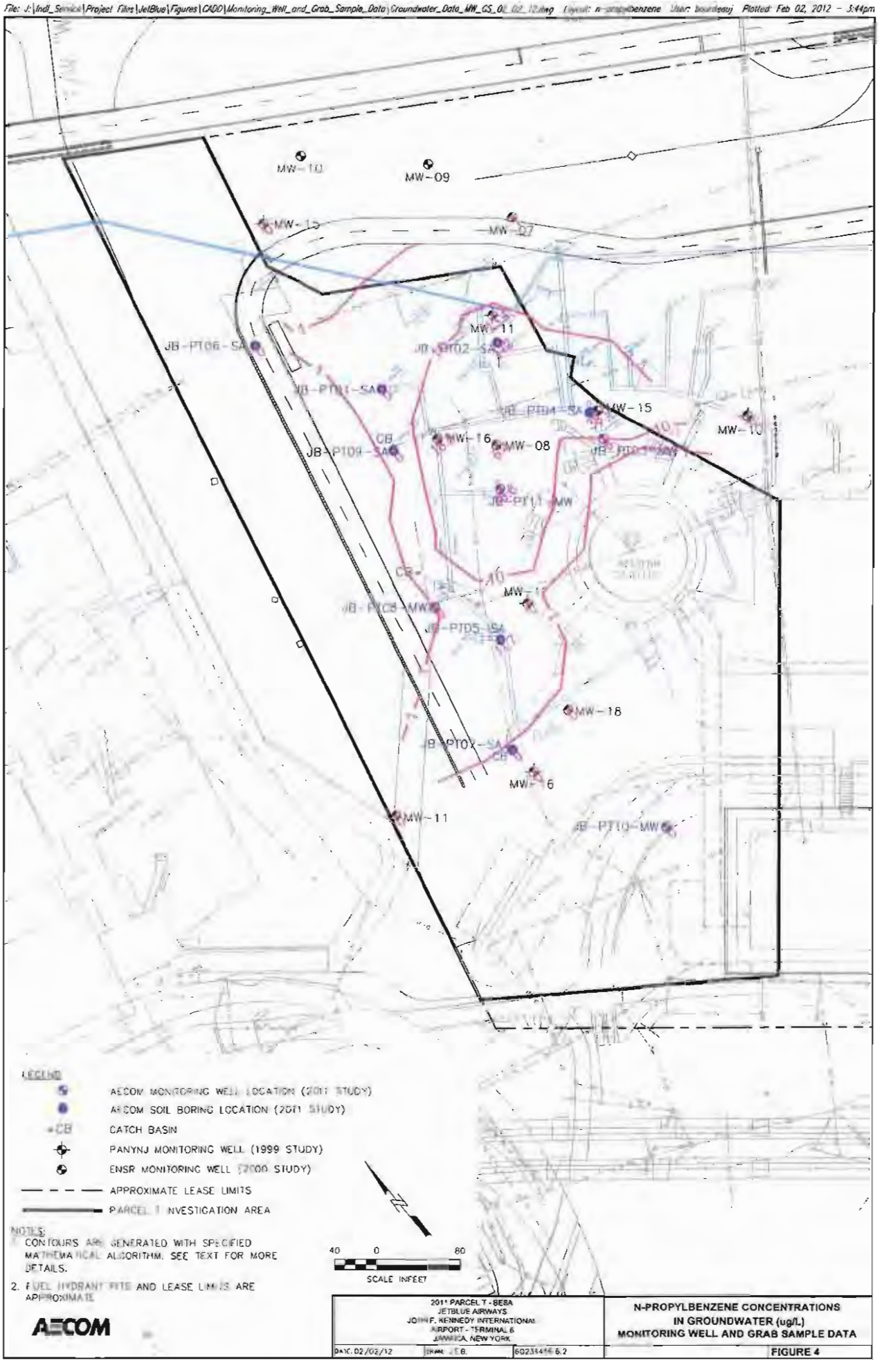
FIGURE 1

File: J:\Indl_Service\Project Files\JetBlue\Figures\CADD\Monitoring_Well_and_Grab_Sample_Data\Groundwater_Data_MW_GS_02_02_12.dwg Layout: Naphthalene User: bourdeau Plotted: Feb 02, 2012 - 3:41pm Xref's:

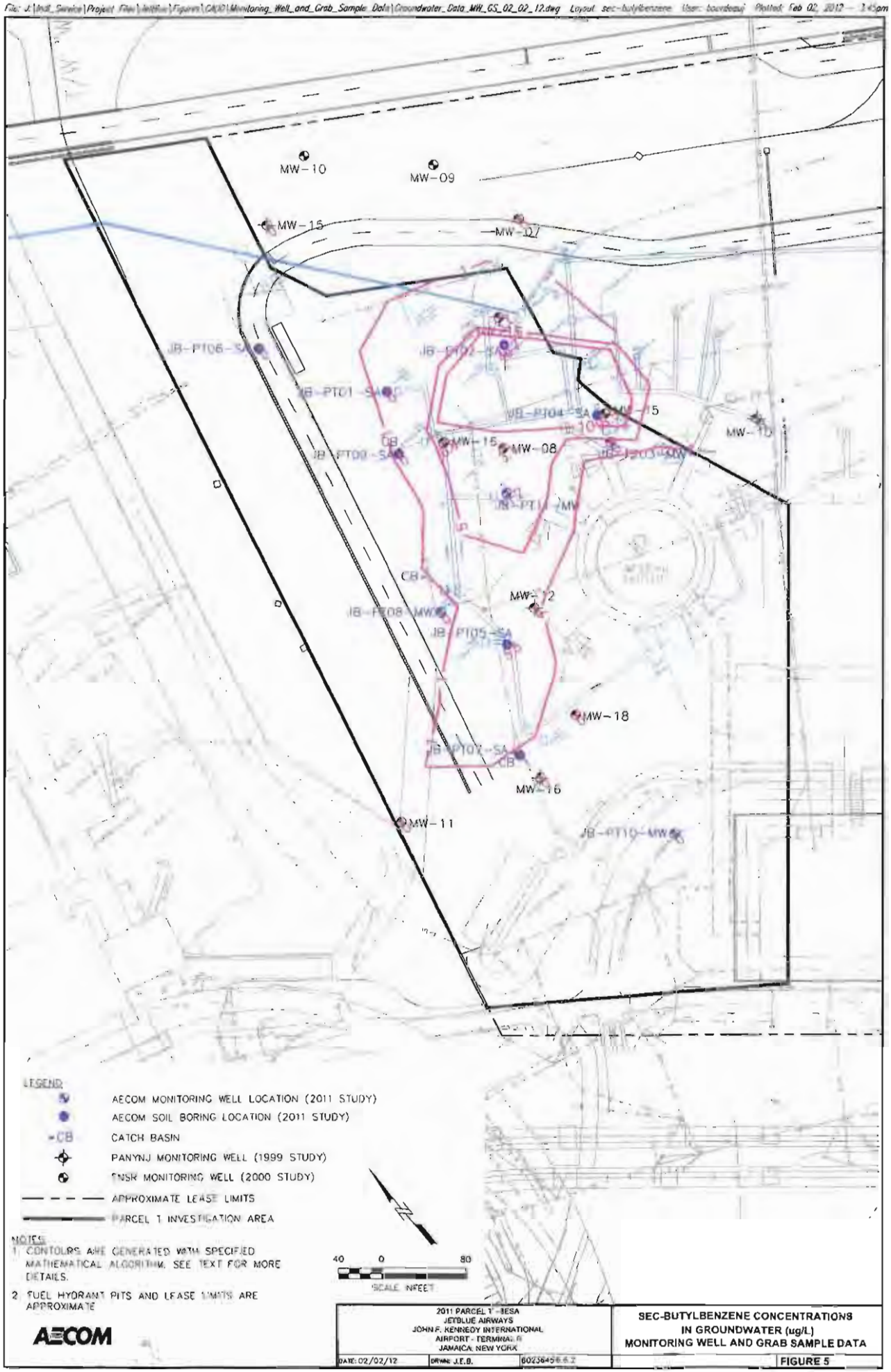



MW-10
MW-09
MW-15
MW-07
JB-PT06-SA
JB-PT02-SA
JB-PT01-SA
JB-PT04-SA
MW-15
MW-16
MW-08
MW-17
JB-PT09-SA
JB-PT03-MW
CB
MW-12
JB-PT08-MW
JB-PT05-SA
MW-18
JB-PT07-SA
MW-06
MW-11
JB-PT10-MW
LEGEND
AECOM MONITORING WELL LOCATION (2011 STUDY)
AECOM SOIL BORING LOCATION (2011 STUDY)
CB CATCH BASIN
PANYNJ MONITORING WELL (1999 STUDY)
ENSR MONITORING WELL (2000 STUDY)
APPROXIMATE LEASE LIMITS
PARCEL T INVESTIGATION AREA
NOTES:
1. CONTOURS ARE GENERATED WITH SPECIFIED MATHEMATICAL ALGORITHM. SEE TEXT FOR MORE DETAILS.
2. FUEL HYDRANT PITS AND LEASE LIMITS ARE APPROXIMATE.
N
40 0 80
SCALE IN FEET
AECOM
2011 PARCEL T - BESA
JETBLUE AIRWAYS
JOHN F. KENNEDY INTERNATIONAL
AIRPORT - TERMINAL 6
JAMAICA, NEW YORK
DATE: 02/02/12
60236456.6.2
N-BUTYLBENZENE CONCENTRATIONS
IN GROUNDWATER (ug/L)
MONITORING WELL AND GRAB SAMPLE DATA
FIGURE 3

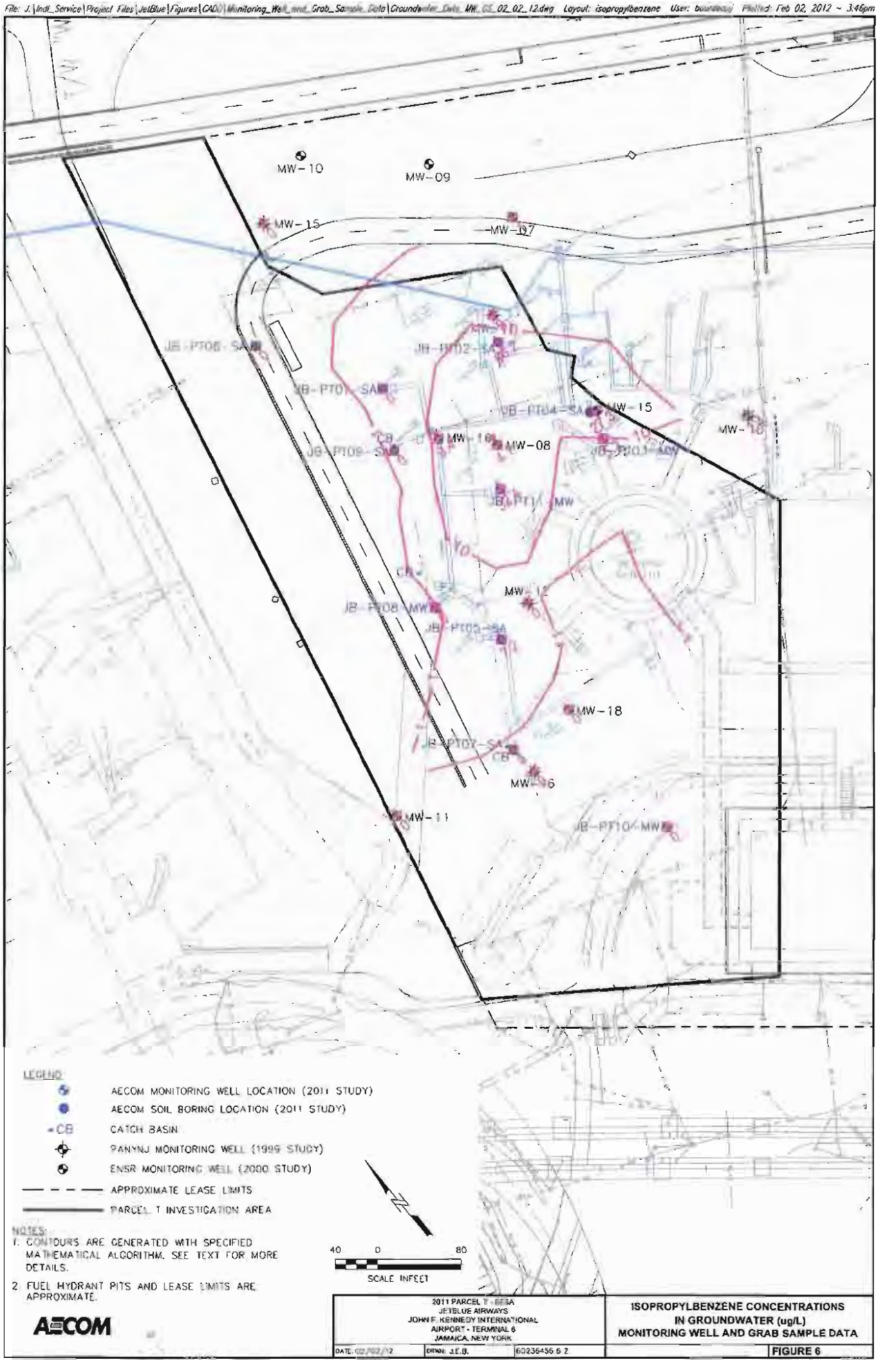
File: J:\Indl_Service\Project Files\JetBlue\Figures\CADD\Monitoring_Well_and_Grab_Sample_Data\Groundwater_Data_MW_GS_0_02_12.dwg Layout: n-propylbenzene User: bourdeauj Plotted: Feb 02, 2012 - 3:44pm



File: J:\Intl_Service\Project Files\JetBlue\Figures\CAD\Monitoring_Well_and_Grab_Sample_Data\Groundwater_Data_MW_GS_02_02_12.dwg Layout: sec-butylbenzene User: bourdeau Plotted: Feb 02, 2012 - 3:45pm



File: J:\Indt_Service\Project Files\JetBlue\Figures\CADD\Monitoring_Well_and_Grab_Sample_Data\Groundwater_Data_MW_GS_02_02_12.dwg Layout: isopropylbenzene User: bauerdaj Plotted: Feb 02, 2012 - 3:46pm Xr



LEGEND

- AECOM MONITORING WELL LOCATION (2011 STUDY)
- AECOM SOIL BORING LOCATION (2011 STUDY)
- CB CATCH BASIN
- PANYNJ MONITORING WELL (1999 STUDY)
- ENSR MONITORING WELL (2000 STUDY)
- APPROXIMATE LEASE LIMITS
- PARCEL 7 INVESTIGATION AREA

NOTES:
1. CONTOURS ARE GENERATED WITH SPECIFIED MATHEMATICAL ALGORITHM. SEE TEXT FOR MORE DETAILS.
2. FUEL HYDRANT PITS AND LEASE LIMITS ARE APPROXIMATE.

N

40 0 80
SCALE IN FEET

AECOM

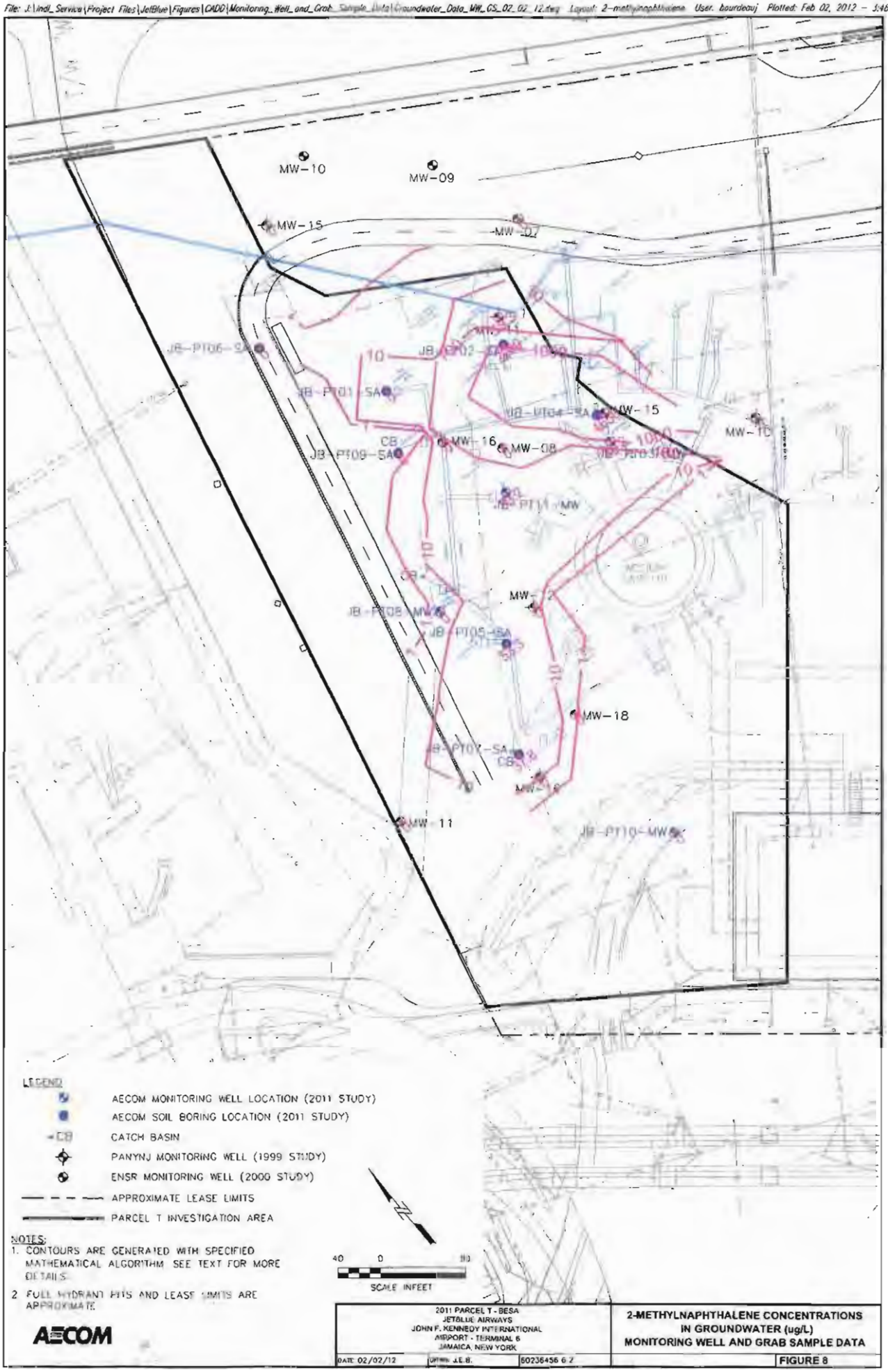
2011 PARCEL 7 - AREA
JETBLUE AIRWAYS
JOHN F. KENNEDY INTERNATIONAL AIRPORT - TERMINAL 6
JAMAICA, NEW YORK

DATE: 02/02/12 | DRWN: J.E.B. | 60236456.6.2

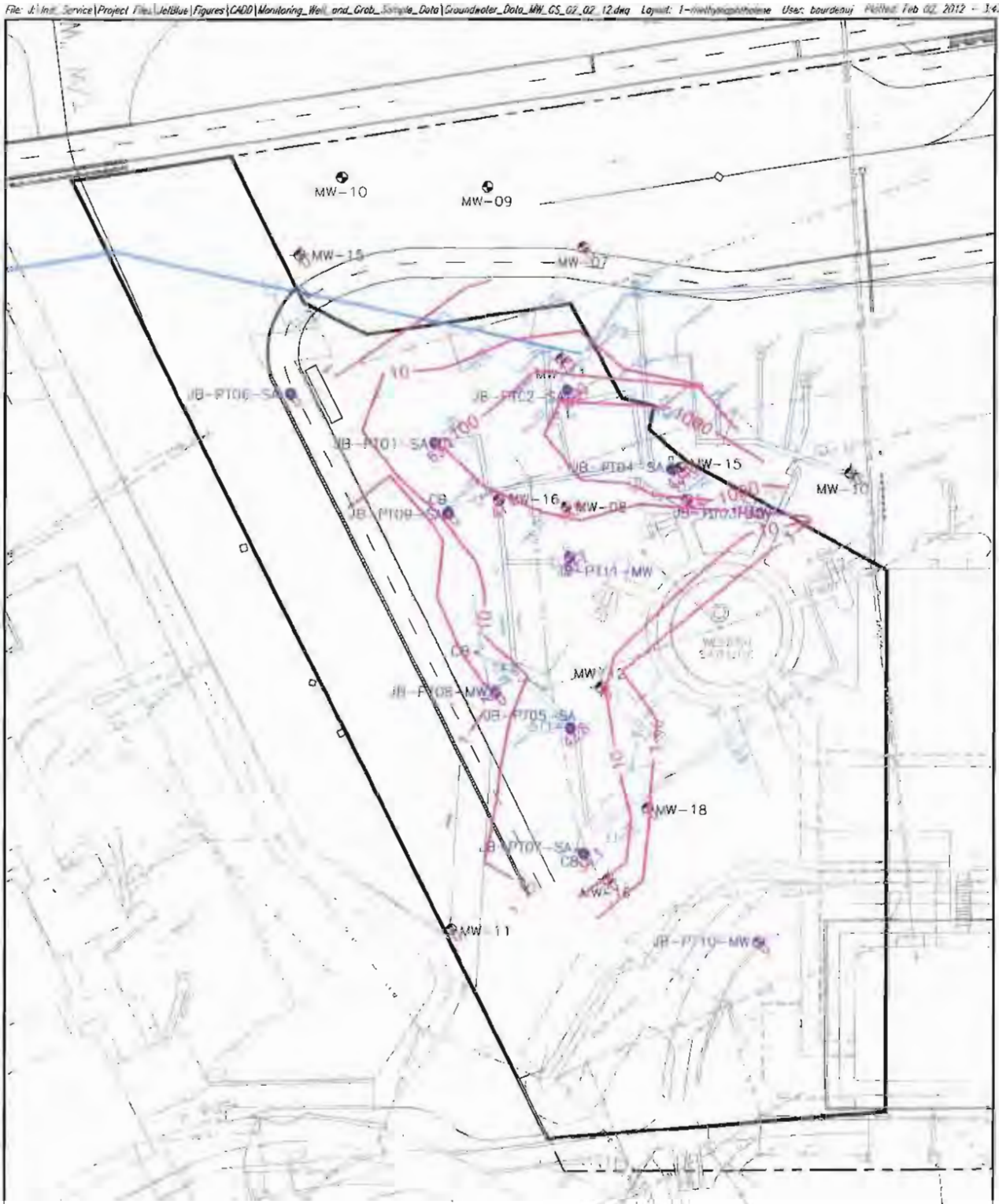
ISOPROPYLBENZENE CONCENTRATIONS IN GROUNDWATER (ug/L) MONITORING WELL AND GRAB SAMPLE DATA

FIGURE 6

File: J:\Indl_Service\Project Files\JetBlue\Figures\CADD\Monitoring_Well_and_Grab_Sample_Data\Groundwater_Data_MW_GS_02_02_12.dwg Layout: 2-methylnaphthalene User: bourdeauj Plotted: Feb 02, 2012 - 3:48pm



File: J:\Int_Service\Project Files\JetBlue\Figures\CADD\Monitoring_Well_and_Grab_Sample_Data\Groundwater_Data_MW_GS_02_02_12.dwg Layout: 1-methylnaphthalene User: bourdeauj Plotted: Feb 02, 2012 - 3:42pm



LEGEND

- AECOM MONITORING WELL LOCATION (2011 STUDY)
- AECOM SOIL BORING LOCATION (2011 STUDY)
- CB CATCH BASIN
- PANYNJ MONITORING WELL (1999 STUDY)
- ENSR MONITORING WELL (2000 STUDY)
- APPROXIMATE LEASE LIMITS
- PARCEL T INVESTIGATION AREA

NOTES:
1. CONTOURS ARE GENERATED WITH SPECIFIED MATHEMATICAL ALGORITHM. SEE TEXT FOR MORE DETAILS.
2. FUEL HYDRANT PITS AND LEASE LIMITS ARE APPROXIMATE.

N

40 0 80
SCALE IN FEET

AECOM

2011 PARCEL T - BESA
JETBLUE AIRWAYS
JOHN F. KENNEDY INTERNATIONAL
AIRPORT - TERMINAL 6
JAMAICA, NEW YORK

DATE: 02/02/12 | DRWN: J.E.B. | 60236456.6.2

1-METHYLNAPHTHALENE CONCENTRATIONS IN GROUNDWATER (ug/L) MONITORING WELL AND GRAB SAMPLE DATA

FIGURE 7

Appendix E

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Materials Engineering

Boring Report

Project	JFK-Terminal 6 Well Installation and sampling		**Contractor**	Craig	**Boring No.**	T6MW21	**Date** 2/28/12
Location	As laid out by survey			**Contract No.**	426-12-014	**Surface Elev.**	
Spoon	2" O.D. 1.375" I.D.	**Hammer/ Fall (in.)**	140 lbs./30"	**Ground Water Level**			
Hammer Type	Auto	**Hole Type**	A Monitor Well	Date	Time	Depth (ft)	Remarks
Inspector	J. Zarks			2/28/12	2:15PM	8.0	sample # 05
Driller	M. Gorski						
site_code							

Sample No.	Start Depth (ft)	End Depth (ft)	Method	Spoon Blows/6"	Re-cov'd	PID Reading	Sample Description and Remarks
	0.0	1.2	HA	Thin - wall	Full		Concrete
	1.2						Change of strata
01	1.2	2.0	HA	Hand Auger	Full	0.0	Fill gray-brown C-F Sand & Gravel,tr Silt
02	2.0	4.0	HA	Hand Auger	Full	0.0	Same
03	4.0	6.0	HA	Hand Auger	Full	0.0	Fill brown M-F Sand,tr Silt
04	6.0	8.0	SS	3-2-2-2	20"	0.0	Same
05	8.0	10.0	SS	3-2-3-3	20"	0.0	Same
06A	10.0	11.5	SS	2-4-3	20"	0.0	Same
	11.5						Change of strata
06B	11.5	12.0	SS	1	6"		Gray organic Silty Clay & brown Peat
	12.0						Bottom of boring
							Note: All samples were screened with Mini-Rae & discarded
							Well installed to 11.5' - Refer to Well Log

SL 102
1/06

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Materials Engineering

Well Installation Report

PROJECT: JFK-Terminal 6 Well Installation and Sampling		CONTRACT NO. 426-12-014	
LOCATION: As laid out by survey		CONTRACTOR Craig	
WELL NO. T6MW21	WELL TYPE "A" Monitoring	DATE: 2/28/12	
DRILLER: M.Gorski	INSPECTOR: J. Zarks		

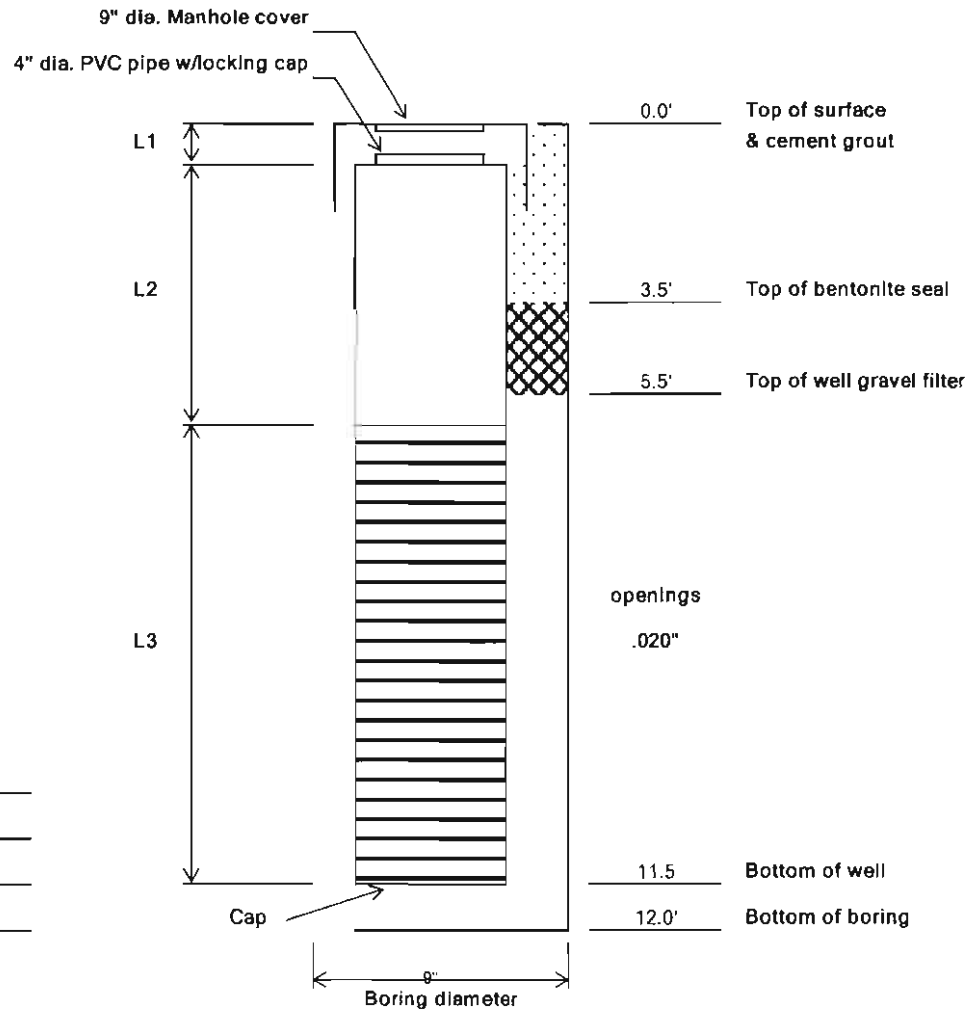
Well Development Report (NOTE: WATER LEVEL READINGS FROM TOP OF PVC)

DATE:	WATER LEVEL BEFORE:	WATER LEVEL AFTER:
TAKEN	MINUTES AFTER DEVELOPMENT	

L1 = 0.3'

L2 = 5.7'

L3 = 5.5'



Remarks:

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Materials Engineering

Boring Report

Project	JFK-Terminal 6 Well Installation and Sampling	**Contractor**	Craig	**Boring No.**	T6MW 22	**Date**	2/28/12
Location	As laid out by survey	**Contract No.**	426-12-014	**Surface Elev.**			
Spoon	2" O.D. 1.375" I.D.	**Hammer/ Fall (in.)**	140 lbs./30"	**Ground Water Level**			
Hammer Type	Auto	**Hole Type**	A Monitor Well	Date	Time	Depth (ft)	Remarks
Inspector	J. Zarks			2/28/11	11:25AM	8.0	In sample # 05
Driller	M. Gorski						
site_code							

Sample No.	Start Depth (ft)	End Depth (ft)	Method	Spoon Blows/6"	Re-cov'd	PID Reading	Sample Description and Remarks
	0.0	1.2	HA	Thin-wall	Full		Concrete
	1.2						Change of strata
01	1.2	2.0	HA	Hand Auger	Full	0.0	Fill Grayish-brown C-F Sand & Gravel,tr Silt
02	2.0	4.0	HA	Hand Auger	Full	0.0	Same
03	4.0	6.0	HA	Hand Auger	Full	0.0	Fill grayish-brown M-F Sand,tr Silt
04	6.0	8.0	SS	5-6-6-5	20"	0.0	Same
05	8.0	10.0	SS	4-4-3-4	20"	0.0	Same
06A	10.0	11.0	SS	3-2	10"		Same
	11.0						Change of strata
06B	11.0	12.0	SS	2-1	12"		Gray organic Silty Clay & brown Peat
07	12 0	13.0	SS	1-1	12		Same
	13.0						Bottom of boring
							Note:All samples were screened with Mini-Rae & discarded
							4" Monitor Well installed to 11.0'

SL 102
1/06

THE PORT AUTHORITY OF NY & NJ

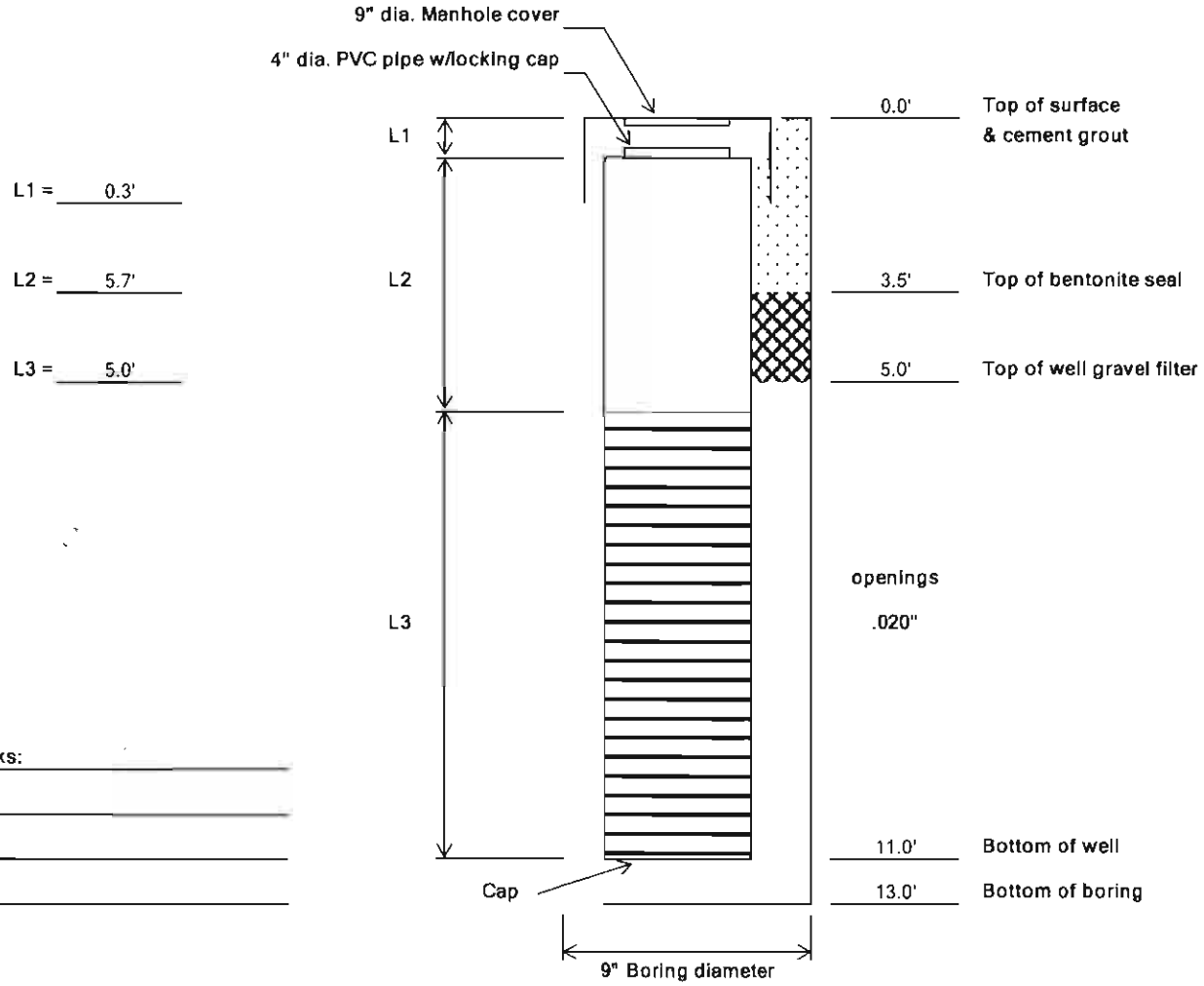
Engineering Department
Materials Engineering

Well Installation Report

PROJECT:	JFK-Terminal 6 Well and Sampling		CONTRACT NO. 426-12-014	Date:2/28/12	
LOCATION:	As laid out by survey		CONTRACTOR Craig		
WELL NO.	T6MW 22	WELL TYPE "A" Monitor		DATE: 2/28/12	
DRILLER:	M.Gorski		INSPECTOR: J. Zarks		

Well Development Report (NOTE: WATER LEVEL READINGS FROM TOP OF PVC)

DATE:	WATER LEVEL BEFORE:	WATER LEVEL AFTER:
TAKEN	MINUTES AFTER DEVELOPMENT	



L1 = 0.3'

L2 = 5.7'

L3 = 5.0'

Remarks:

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Materials Engineering

Boring Report

Project	JFK-Terminal 6 Well Installation and sampling		**Contractor**	Craig	**Boring No.**	T6MW23	**Date** 3/6/12
Location	As laid out by survey			**Contract No.**	426-12-014	**Surface Elev.**	
Spoon	2" O.D. 1.375" I.D.	**Hammer/ Fall (in.)**	140 lbs./30"	**Ground Water Level**			
Hammer Type	Auto	**Hole Type**	A Monitor Well	Date	Time	Depth (ft)	Remarks
Inspector	J. Zarks			3/6/12	8:45AM	7.0	In sample # 04
Driller	M. Gorski						
site_code							

Sample No.	Start Depth (ft)	End Depth (ft)	Method	Spoon Blows/6"	Re-cov'd	PID Reading	Sample Description and Remarks
	0.0	1.1	HA	Thin - wall	Full		Concrete
	1.1						Change of strata
01	1.1	2.0	HA	Hand Auger	Full	0.0	Fill gray-brown C-F Sand & Gravel,tr Silt
02	2.0	4.0	HA	Hand Auger	Full	0.0	Fill brown M-F Sand,tr Silt
03	4.0	6.0	HA	Hand Auger	Full	0.0	Same
04	6.0	8.0	SS	7-5-7-8	20"	0.0	Same
05	8.0	10.0	SS	5-5-4-4	20"		Same
06A	10.0	11.5	SS	4-5-4	20"		Same
	11.5						Change of strata
06B	11.5	12.0	SS	3			Gray organic Silty Clay & brown Peat
	12.0						Bottom of boring
							Note: All samples were screened with Mini -Rae & discarded
							4" Monitor Well installed to 11.5'

SL 102
1/06

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Materials Engineering

Well Installation Report

PROJECT: JFK-Terminal 6 Well Installation and Sampling		CONTRACT NO. 426-12-014	
LOCATION: As laid out by survey		CONTRACTOR Craig	
WELL NO. T6MW23	WELL TYPE "A" Monitoring	DATE: 3/6/12	
DRILLER: M.Gorski	INSPECTOR: J. Zarks		

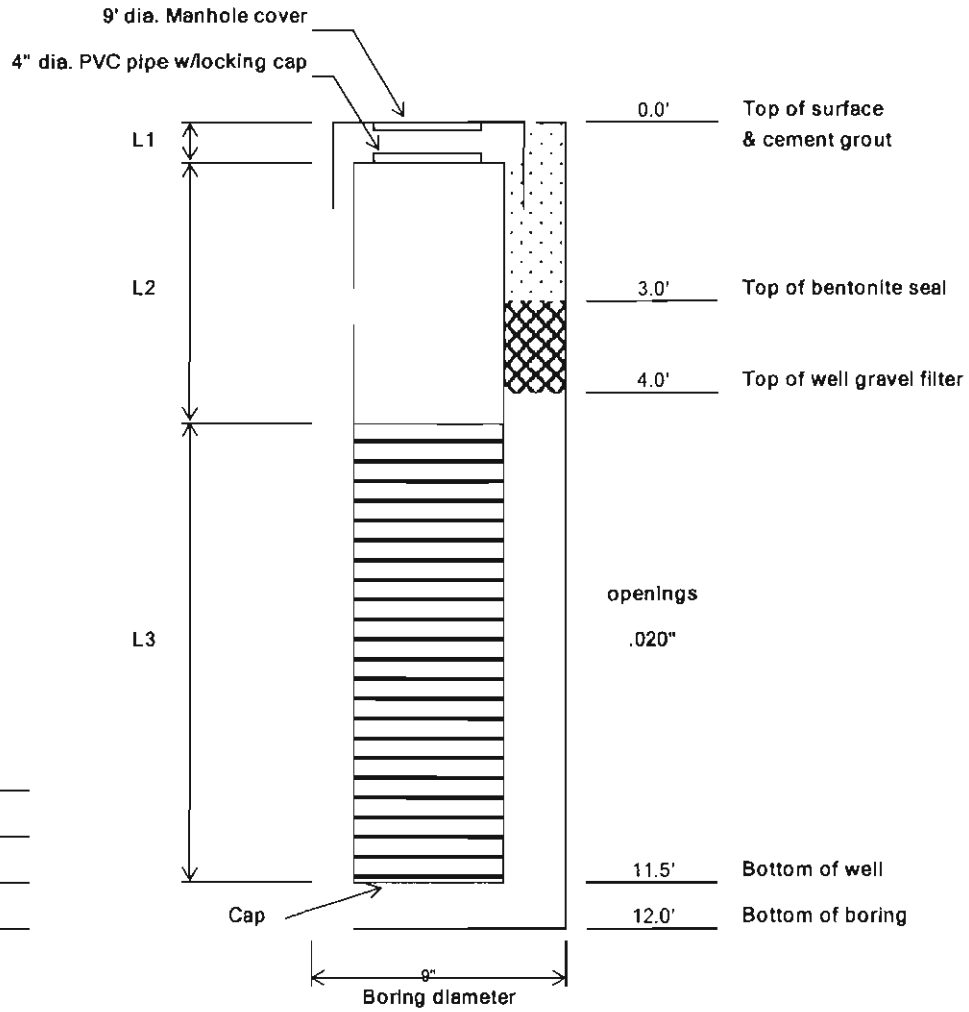
Well Development Report (NOTE: WATER LEVEL READINGS FROM TOP OF PVC)

DATE:	WATER LEVEL BEFORE:	WATER LEVEL AFTER:
TAKEN	MINUTES AFTER DEVELOPMENT	

L1 = 0.3'

L2 = 4.7'

L3 = 6.5'



Remarks:

THE PORT AUTHORITY OF NY & N.J.

Engineering Department
Materials Engineering

Boring Report

Project	JFK-Terminal 6 Well Installation and sampling			**Contractor**	Craig	**Boring No.** T6MW24	**Date** 3/7/12
Location	As laid out by survey				**Contract No.** 426-12-014	**Surface Elev.**	
Spoon	2" O.D. 1.375" I.D.	**Hammer/ Fall (in.)**	140 lbs./30"	**Ground Water Level**			
Hammer Type	Auto	**Hole Type**	A Monitor Well	Date	Time	Depth (ft)	Remarks
Inspector	J. Zarks			3/7/12	9:45AM	7.0	In sample # 04
Driller	M. Gorski						
site_code							

Sample No.	Start Depth (ft)	End Depth (ft)	Method	Spoon Blows/6"	Re-cov'd	PID Reading	Sample Description and Remarks
	0.0	1.2	HA	Thin - wall	Full		Concrete
	1.2						Change of strata
01	1.2	2.0	HA	Hand Auger	Full	8.5	Fill gray-brown C-F Sand & Gravel,tr Silt
02	2.0	4.0	HA	Hand Auger	Full	9.2	Fill brown M-F Sand,tr Silt
03	4.0	6.0	HA	Hand Auger	Full	12.7	Same
04	6.0	8.0	SS	4-5-7-7	24"	0.0	Same
05	8.0	10.0	SS	4-2-7-7	24"	0.0	Same
06A	10.0	10.5	SS	4	6"		Same
	10.5						Change of strata
06B	10.5	12.0	SS	4-5-9	18"		Gray organic Silty Clay & brown Peat
	12.0						Bottom of boring
							Note:All samples were screened with Mini-Rae & discarded
							4" Monitor well installed to 10.5'

SL 102
1/06

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Materials Engineering

Well Installation Report

PROJECT: JFK-Terminal 6 Well Installation and Sampling		CONTRACT NO. 426-12-014	
LOCATION: As laid out by survey		CONTRACTOR Craig	
WELL NO. T6MW24	WELL TYPE "A" Monitoring	DATE: 2/28/12	
DRILLER: M.Gorski	INSPECTOR: J Zarks		

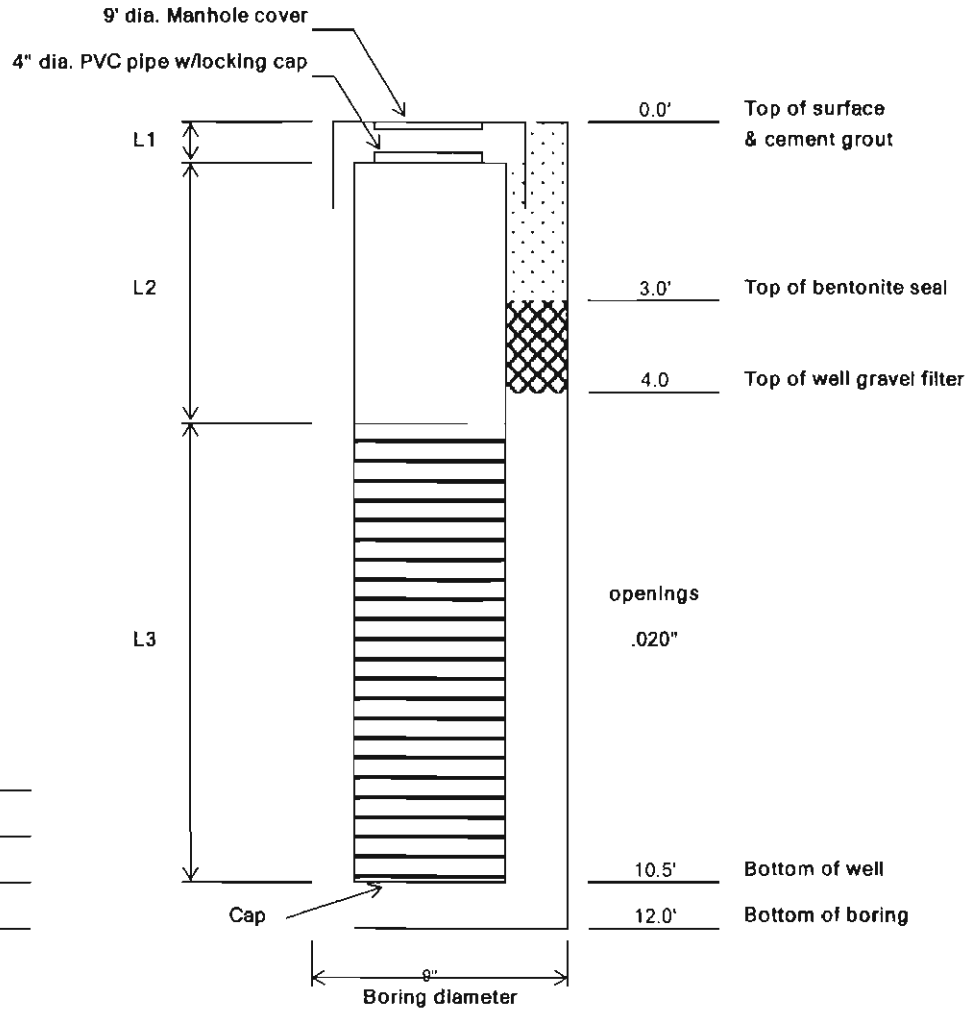
Well Development Report (NOTE: WATER LEVEL READINGS FROM TOP OF PVC)

DATE:	WATER LEVEL BEFORE:	WATER LEVEL AFTER:
TAKEN	MINUTES AFTER DEVELOPMENT	

L1 = 0.3'

L2 = 4.7'

L3 = 5.5



Remarks:

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Materials Engineering

Boring Report

Project	JFK-Terminal 6 Well Installation and Sampling		**Contractor**	Craig	**Boring No.**	T6MW25	**Date** 3/5/12
Location	As laid out by survey			**Contract No.**	426-12-014	**Surface Elev.**	
Spoon	2" O.D. 1.375" I.D.	**Hammer/ Fall (in.)**	140 lbs./30"	**Ground Water Level**			
Hammer Type	Auto	**Hole Type**	A Monitor Well	Date	Time	Depth (ft)	Remarks
Inspector	J. Zarks			3/5/12	11:45AM	7.0	In sample # 04
Driller	M. Gorski						
site_code							

Sample No.	Start Depth (ft)	End Depth (ft)	Method	Spoon Blows/6"	Re-cov'd	PID Reading	Sample Description and Remarks
	0.0	1.1	HA	Thin wall	Full		Concrete
	1.1						Change of strata
01	1.1	2.0	HA	Hand Auger	Full	0.0	Fill Grayish-brown C-F Sand & Gravel,tr Silt
02	2.0	4.0	HA	Hand Auger	Full	2.4	Same
03	4.0	6.0	HA	Hand Auger	Full	21.3	Fill brown M-F Sand,tr Silt
04	6.0	8.0	SS	4-4-3-4	24"	29.5	Same
05A	8.0	9.5	SS	3-5-4	18"	16.5	Same
	9.5						Change of strata
05B	9.5	10.0	SS	4	6"		Gray organic Silty Clay /with brown Peat
	10.0						Bottom of boring
							Note: All samples were screened with Mini-Rae & discarded
							4" Monitor Well installed to 9.5'

SL 102
1/06

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Materials Engineering

Well Installation Report

PROJECT: JFK-Terminal 6 Well Installation and sampling		CONTRACT NO. 426-12-014	
LOCATION: As laid out by survey		CONTRACTOR Craig	
WELL NO. T6MW25	WELL TYPE "A" Monitor	DATE: 3/5/12	
DRILLER: M. Gorski		INSPECTOR: J. Zarks	

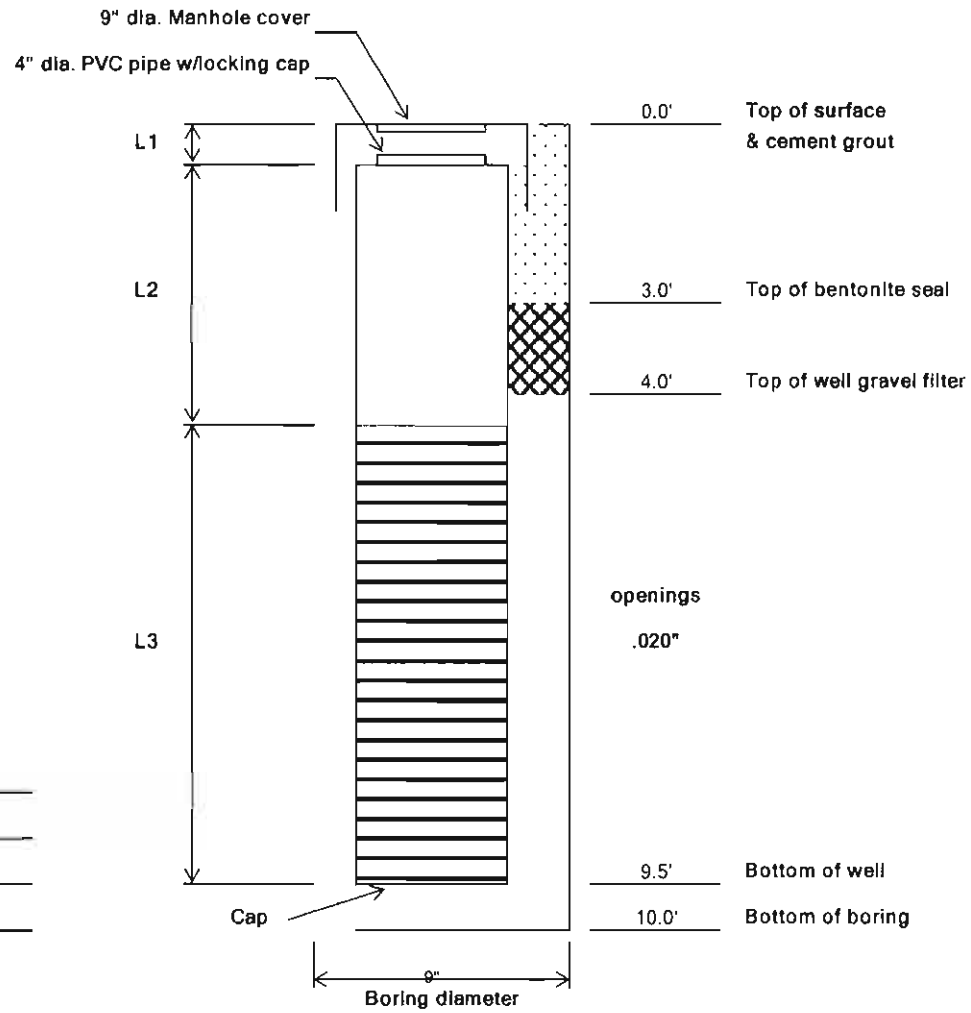
Well Development Report (NOTE: WATER LEVEL READINGS FROM TOP OF PVC)

DATE:	WATER LEVEL BEFORE:	WATER LEVEL AFTER:
TAKEN	MINUTES AFTER DEVELOPMENT	

L1 = 0.3'

L2 = 4.7'

L3 = 5.0'



Remarks:

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Materials Engineering

Boring Report

Project	JFK-Terminal 6 Well installation and sampling	**Contractor**	Craig	**Boring No.**	T6-MW26	**Date**	2/29/12
Location	As laid out by survey			**Contract No.**	426-12-014	**Surface Elev.**	
Spoon	2" O.D. 1.375" I.D.	**Hammer/ Fall (in.)**	140 lbs./30"	**Ground Water Level**			
Hammer Type	Auto	**Hole Type**	A Monitor Well	Date	Time	Depth (ft)	Remarks
Inspector	J. Zarks			2/29/12	8:55AM	8.0	In sample # 04
Driller	M. Gorski						
site_code							

Sample No.	Start Depth (ft)	End Depth (ft)	Method	Spoon Blows/6"	Re-cov'd	PID Reading	Sample Description and Remarks
	0.0	0.8	HA	Thin-wall	Full		Concrete
	0.8						Change of strata
01	0.8	2.0	HA	Hand Auger	Full	0.0	Fill Grayish-brown C-F Sand & Gravel,tr Silt
02	2.0	4.0	HA	Hand Auger	Full	0.0	Fill brown M-F Sand,tr Silt
03	4.0	6.0	HA	Hand Auger	Full	0.0	Same
04	6.0	8.0	SS	5-6-6-8	24"	0.0	Same
05A	8.0	9.5	SS	4-4-3	18"	0.0	Same
	9.5						Change of strata
05B	9.5	10.0	SS	2	6"		Gray organic Silty Clay & Brown Peat
	10.0						Bottom of boring
							Note:All samples were screened with Mini-Rae & discarded
							4" Monitor Well installed to 9.5'

SL 102
1/06

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Materials Engineering

Well Installation Report

PROJECT:	JFK-Terminal 6 Well and Sampling			CONTRACT NO.	426-12-014
LOCATION:	As laid out by survey			CONTRACTOR	Craig
WELL NO.	T6-MW26	WELL TYPE	"A" Monitor	DATE:	2/29/12
DRILLER:	M. Gorski			INSPECTOR:	J. Zarks

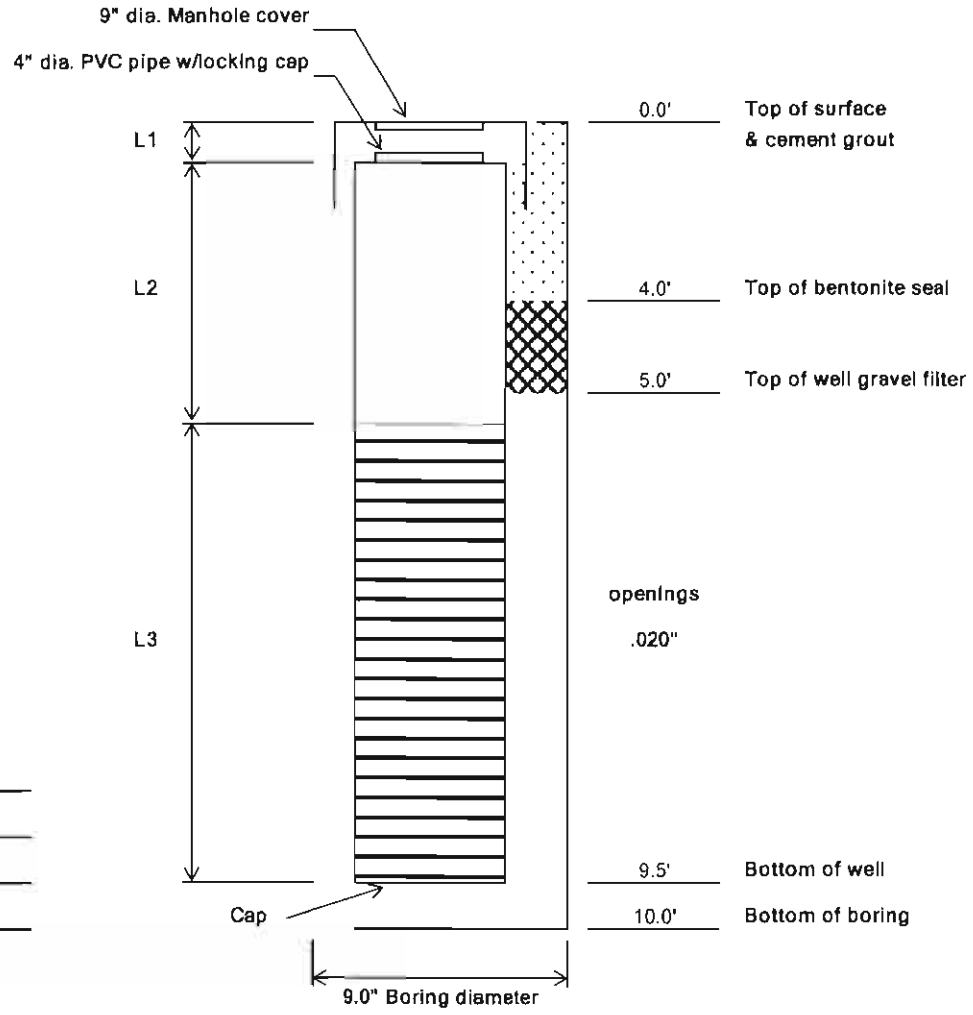
Well Development Report (NOTE: WATER LEVEL READINGS FROM TOP OF PVC)

DATE:	WATER LEVEL BEFORE:	WATER LEVEL AFTER:
TAKEN	MINUTES AFTER DEVELOPMENT	

L1 = 0.3'

L2 = 5.7'

L3 = 3.5'



Remarks:

THE PORT AUTHORITY OF NY & N.J.

Engineering Department
Materials Engineering

Boring Report

Project	JFK-Terminal 6 Well Installation and Sampling			**Contractor**	Craig	**Boring No.** T6MW27	**Date** 3/5/12
Location	As laid out by survey			**Contract No.**	426-12-014	**Surface Elev.**	
Spoon	2" O.D. 1.375" I.D.	**Hammer/ Fall (in.)**	140 lbs./30"	**Ground Water Level**			
Hammer Type	Auto	**Hole Type**	A Monitor Well	Date	Time	Depth (ft)	Remarks
Inspector	J. Zarks			3/5/12	8:50AM	7.0	In sampl # 04
Driller	M. Gorski						
site_code							

Sample No.	Start Depth (ft)	End Depth (ft)	Method	Spoon Blows/6"	Re-cov'd	PID Reading	Sample Description and Remarks
	0.0	1.1	HA	Thin wall	Full		Concrete
	1.1						Change of strata
01	1.1	2.0	HA	Hand Auger	Full	18.3	Fill Grayish-brown C-F Sand & Gravel,tr Silt
02	2.0	4.0	HA	Hand Auger	Full	7.2	Fill brown M-F Sand,tr Silt
03	4.0	6.0	HA	Hand Auger	Full	5.1	Same
04	6.0	8.0	SS	6-7-8-10	20"	1.8	Same
05	8.0	10.0	SS	4-4-3-5	20"	0.0	Same
06A	10.0	11.9	SS	5-4-4-4	20"	0.0	Same
	11.9						Change of strata
06B	11.9	12.0	SS	5-4-4-4	1"		Gray organic silty Clay with brown Peat (In the tip of the spoon)
	12.0						Bottom of boring
							Note:All samples were screened with Mini-Rae & discarded.
							4" Monitor Well Installed to 11 9'

SL 102
1/06

THE PORT AUTHORITY OF N.Y. & N.J.

Engineering Department
Materials Engineering

Well Installation Report

PROJECT: JFK-Terminal 6 Well Installation and sampling		CONTRACT NO. 426-12-014	
LOCATION: As laid out by survey		CONTRACTOR Craig	
WELL NO. T6MW27	WELL TYPE "A" Monitor	DATE: 3/2/12	
DRILLER: M. Gorski	INSPECTOR: J. Zarks		

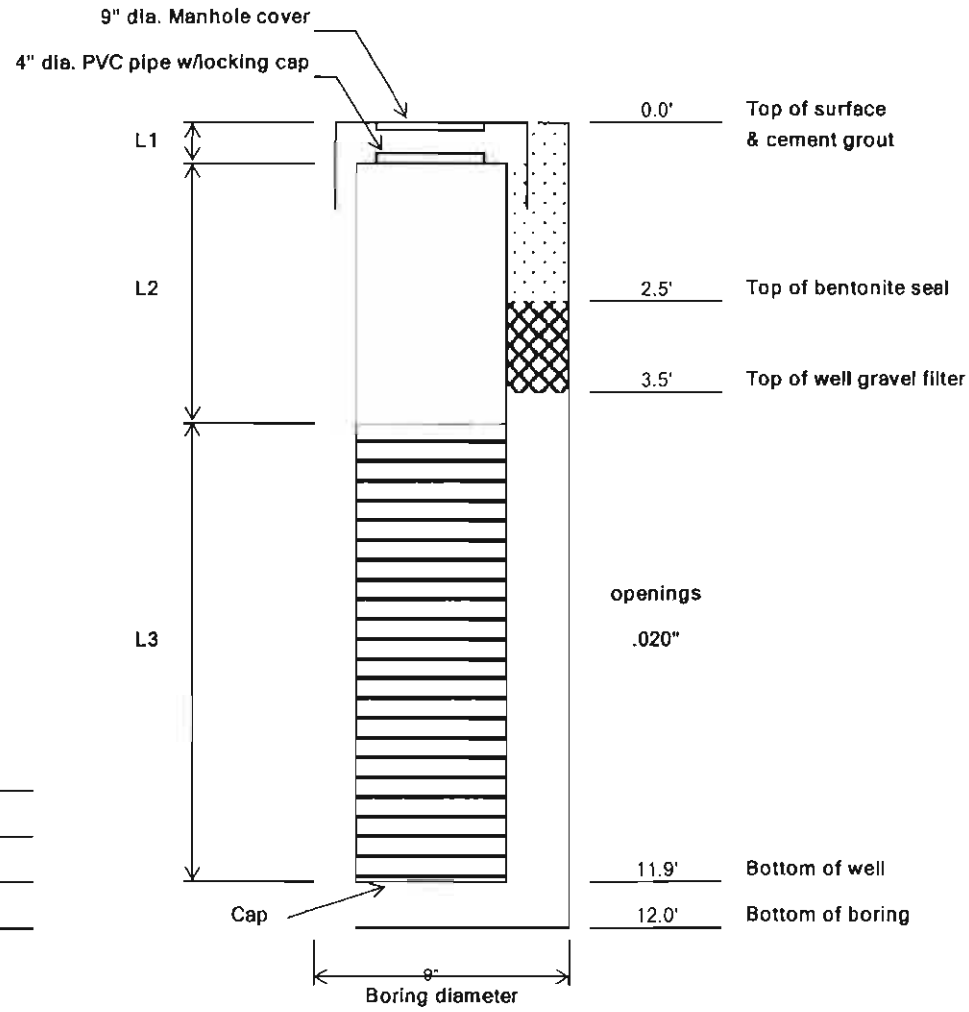
Well Development Report (NOTE: WATER LEVEL READINGS FROM TOP OF PVC)

DATE:	WATER LEVEL BEFORE:	WATER LEVEL AFTER:
TAKEN	MINUTES AFTER DEVELOPMENT	

L1 = 0.3'

L2 = 4.7'

L3 = 6.9'



Remarks:

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Materials Engineering

Boring Report

Project	JFK-Terminal 6 Well Installation and Sampling	**Contractor**	Craig	**Boring No.**	T6MW28	**Date**	3/2/12
Location	As laid out by survey	**Contract No.**	426-12-014	**Surface Elev.**			
Spoon	2" O.D. 1.375" I.D.	**Hammer/ Fall (in.)**	140 lbs./30"	**Ground Water Level**			
Hammer Type	Auto	**Hole Type**	A Monitor Well	**Date**	**Time**	**Depth (ft)**	**Remarks**
Inspector	J. Zarks			3/2/12	8:00AM	7.0	In sample # 04
Driller	M. Gorski						
site_code							

Sample No.	Start Depth (ft)	End Depth (ft)	Method	Spoon Blows/6"	Re-cov'd	PID Reading	Sample Description and Remarks
	0.0	1.2	HA	Thin wall	Full		Concrete
	1.2						Change of strata
01	1.2	2.0	HA	Hand Auger	Full	0.0	Fill Grayish-brown C-F Sand & Gravel,tr Silt
02	2.0	4.0	HA	Hand Auger	Full	0.0	Fill brown M-F Sand,tr Silt
03	4.0	6.0	HA	Hand Auger	Full	0.0	Same
04	6.0	8.0	SS	7-8-5-9	24"	0.0	Same
05	8.0	10.0	SS	4-5-4-6	24"	0.0	Same
06	10.0	12.0	SS	3-2-2-4	24"	0.0	Same
	12.0						Bottom of boring
							Note: All samples were screened with Mini-Rae & discarded
							4" Monitor Well installed to 12'

SL 102
1/06

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Materials Engineering

Well Installation Report

PROJECT: JFK-Terminal 6 Well Installation and sampling		CONTRACT NO. 426-12-014	
LOCATION: As laid out by survey		CONTRACTOR Craig	
WELL NO. T6MW28	WELL TYPE "A" Monitor	DATE: 3/2/12	
DRILLER: M. Gorski	INSPECTOR: J. Zarks		

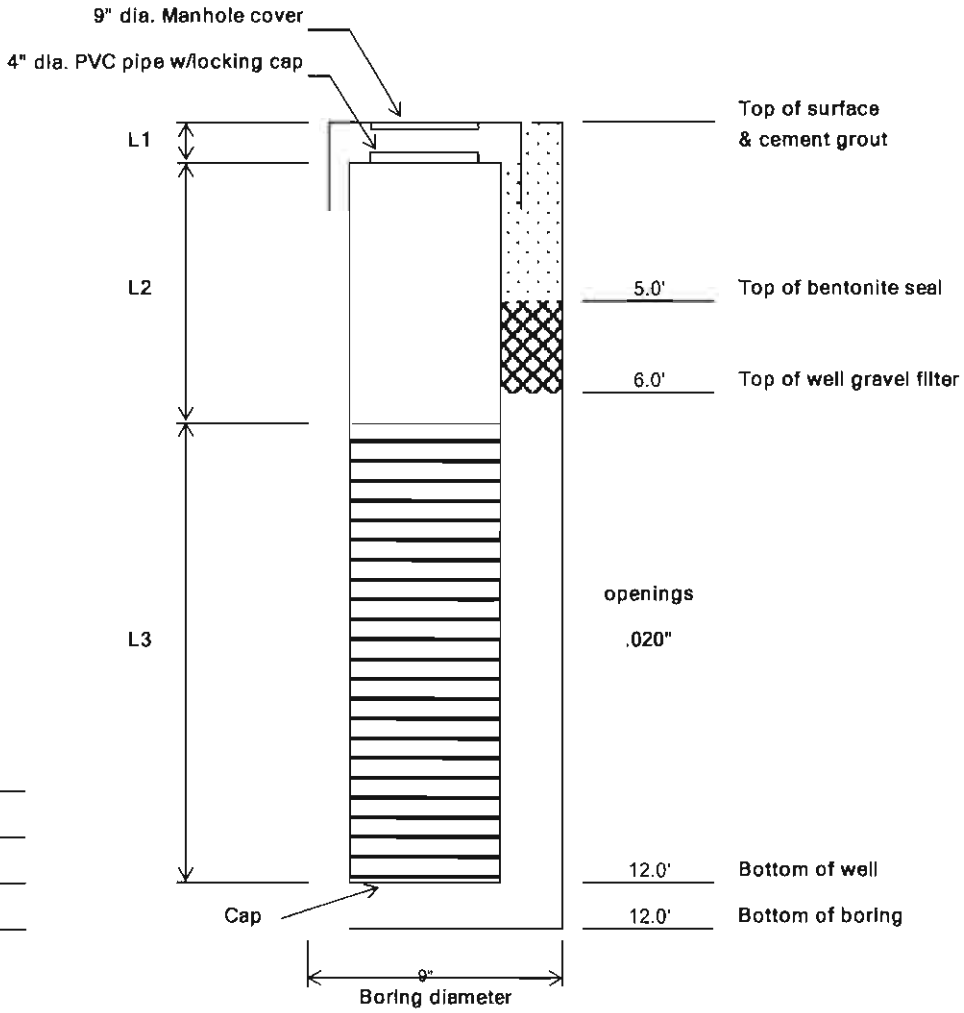
Well Development Report (NOTE: WATER LEVEL READINGS FROM TOP OF PVC)

DATE:	WATER LEVEL BEFORE:	WATER LEVEL AFTER:
TAKEN	MINUTES AFTER DEVELOPMENT	

L1 = 0.3'

L2 = 4.7'

L3 = 7.0'



Remarks:

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Materials Engineering

Boring Report

Project	JFK-Terminal 6 Well Installation and Sampling			**Contractor**	Craig	**Boring No.** T6MW29	**Date** 3/2/12
Location	As laid out by survey				**Contract No.** 426-12-014	**Surface Elev.**	
Spoon	2" O.D. 1.375" I.D.	**Hammer/ Fall (in.)**	140 lbs./30"	**Ground Water Level**			
Hammer Type	Auto	**Hole Type**	A Monitor Well	Date	Time	Depth (ft)	Remarks
Inspector	J. Zarks			3/2/12	9:50AM	7.0	In sample # 04
Driller	M. Gorski						
site_code							

Sample No.	Start Depth (ft)	End Depth (ft)	Method	Spoon Blows/6"	Re-cov'd	PID Reading	Sample Description and Remarks
	0.0	1.1	HA	Thin wall	Full		Concrete
	1.1						Change of strata
01	1.1	2.0	HA	Hand Auger	Full	0.0	Fill Grayish-brown C-F Sand & Gravel,tr Silt
02	2.0	4.0	HA	Hand Auger	Full	0.0	Fill brown M-F Sand,tr Silt
03	4.0	6.0	HA	Hand Auger	Full	0.0	Same
04	6.0	8.0	SS	4-5-5-4	24"	0.0	Same
05	8.0	10.0	SS	3-5-4-4	24"	0.0	Same
06A	10.0	11.8	SS	3-7-4-4	20"	0.0	Same
	11.8						Change of strata
06B	11.8	12.0	SS		2"		Gray organic silty Clay /w brown Peat in the tip of the spoon
	12.0						Bottom of boring
							Note: All samples were screened with Mini-Rae & discarded
							4" Monitor Well installed to 11.8'

SL 102
1/06

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Materials Engineering

Well Installation Report

PROJECT: JFK-Terminal 6 Well Installation and sampling		CONTRACT NO. 426-12-014	
LOCATION: As laid out by survey		CONTRACTOR Craig	
WELL NO. T6MW29	WELL TYPE "A" Monitor	DATE: 3/2/12	
DRILLER: M. Gorski		INSPECTOR: J. Zarks	

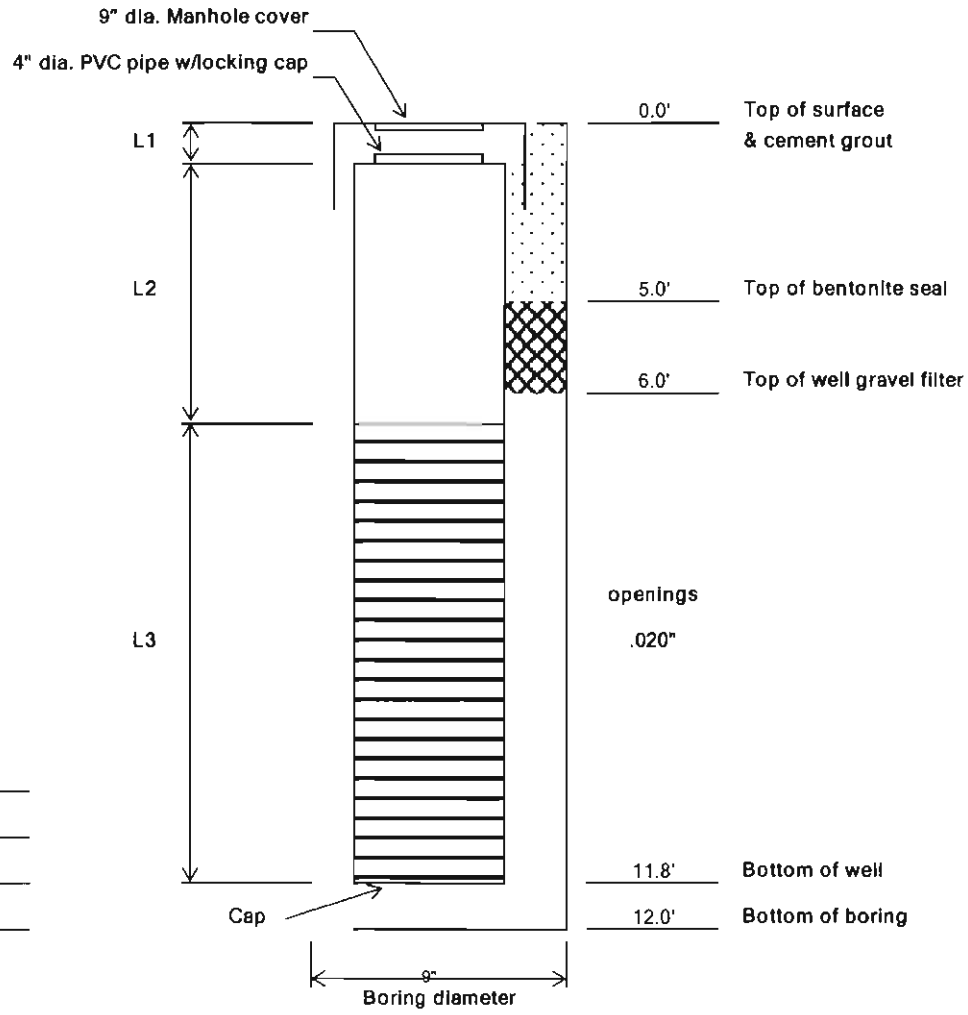
Well Development Report (NOTE: WATER LEVEL READINGS FROM TOP OF PVC)

DATE:	WATER LEVEL BEFORE:	WATER LEVEL AFTER:
TAKEN	MINUTES AFTER DEVELOPMENT	

L1 = 0.3'

L2 = 4.7'

L3 = 6.8'



Remarks:

THE PORT AUTHORITY OF N.Y. & N.J.

Engineering Department
Materials Engineering

Boring Report

Project	JFK-Terminal 6 Well installation and sampling		**Contractor**	Craig	**Boring No.**	T6-MW30	**Date** 3/22/12
Location	7' North-east of original location(BH-30)			**Contract No.**	426-12-014	**Surface Elev.**	
Spoon	2" O.D. 1.375" I.D.	**Hammer/ Fall (in.)**	140 lbs./30"	**Ground Water Level**			
Hammer Type	Auto	**Hole Type**	A Monitor Well	Date	Time	Depth (ft)	Remarks
Inspector	J. Zarks			3/22/12	9:15AM	6.5	In sample # 04
Driller	M. Gorski						
site_code							

Sample No.	Start Depth (ft)	End Depth (ft)	Method	Spoon Blows/6"	Re-cov'd	PID Reading	Sample Description and Remarks
	0.0	1.1	HA	Thin-wall	Full		Concrete
	1.1						Change of strata
01	1.1	2.0	HA	Hand Auger	Full	0.0	Fill Grayish-brown C-F Sand & Gravel,tr Silt
02	2.0	4.0	HA	Hand Auger	Full	22.5	Same
03	4.0	6.0	HA	Hand Auger	Full	375.0	Fill brown M-F Sand,tr Silt
04	6.0	8.0	SS	4-5-7-7	24"	425.0	Same
05	8.0	10.0	SS	4-4-6-5	24"	315.0	Same
06	10.0	12.0	SS	2-4-3-4	24"	46.9	Same
	12.0						Bottom of boring
							Note:All samples were screened with Mini-Rae ,samples #03(5.0'-5.5'),#04(7.0'-75') &#05(9.0'-9.5') were saved.
							4" Monitor Well installed to 12.0'

SL 102
1/06

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Materials Engineering

Well Installation Report

PROJECT: JFK-Terminal 6 Well and Sampling		CONTRACT NO. 426-12-014	
LOCATION: 7' North-east of original location(BH-30)		CONTRACTOR Craig	
WELL NO. T6-MW30	WELL TYPE "A" Monitor	DATE: 3/22/12	
DRILLER: M. Gorski	INSPECTOR: J. Zarks		

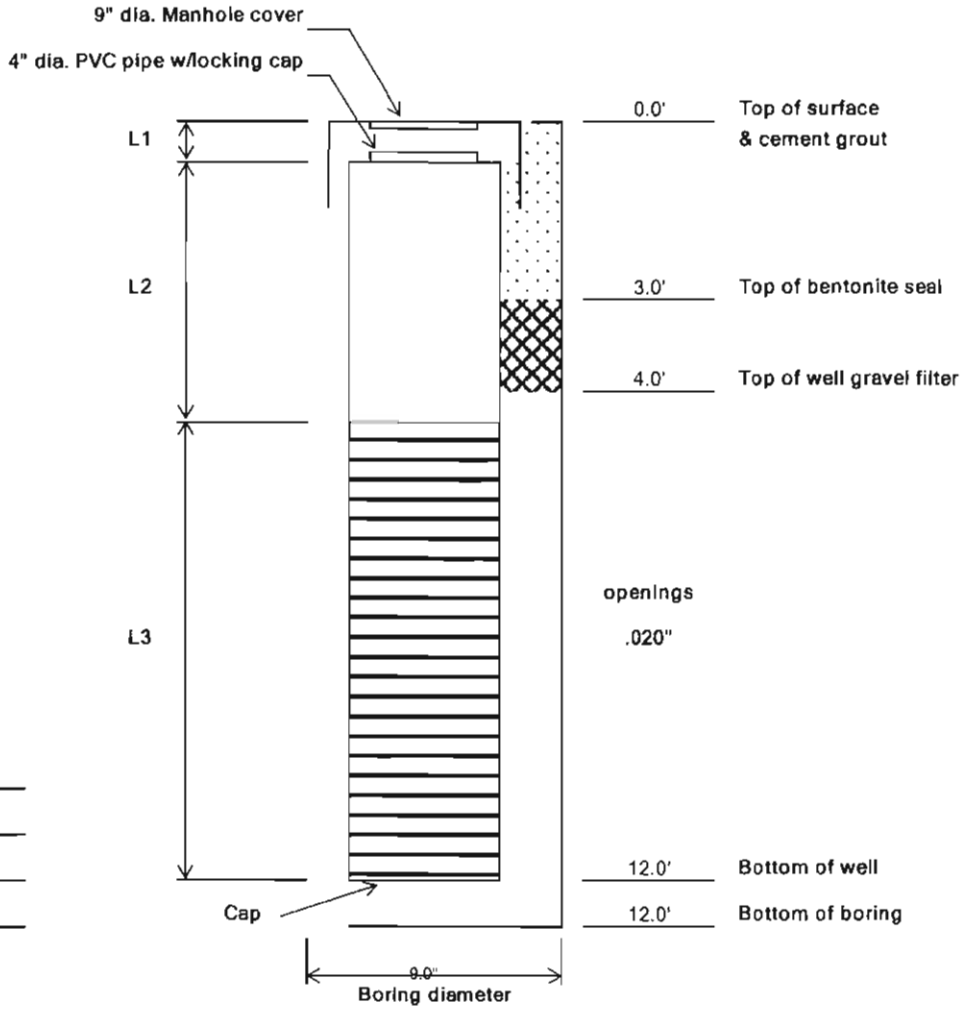
Well Development Report (NOTE: WATER LEVEL READINGS FROM TOP OF PVC)

DATE:	WATER LEVEL BEFORE:	WATER LEVEL AFTER:
TAKEN	MINUTES AFTER DEVELOPMENT	

L1 = 0.3'

L2 = 4.7'

L3 = 7.0'



Remarks:

THE PORT AUTHORITY OF NY & N.J

Engineering Department
Materials Engineering

Boring Report

Project	JFK-Terminal 6 Well installation and sampling			**Contractor**	Craig	**Boring No.**	T6-MW31	**Date**	3/6/12
Location	As laid out by survey					**Contract No.**	426-12-014	**Surface Elev.**	
Spoon	2" O.D.	1.375" I.D.	**Hammer/ Fall (in.)**	140 lbs./30"	**Ground Water Level**				
Hammer Type	Auto		**Hole Type**	A Monitor Well	Date	Time	Depth (ft)	Remarks	
Inspector	J. Zarks				3/6/12	10:30AM	7.0	In sample # 04	
Driller	M. Gorski								
site_code									

Sample No.	Start Depth (ft)	End Depth (ft)	Method	Spoon Blows/6"	Re-cov'd	PID Reading	Sample Description and Remarks
	0.0	1.1	HA	Thin-wall	Full		Concrete
	1.1						Change of strata
01	1.1	2.0	HA	Hand Auger	Full	0.0	Fill Grayish-brown C-F Sand & Gravel,tr Silt
02	2.0	4.0	HA	Hand Auger	Full	0.0	Same
03	4.0	6.0	HA	Hand Auger	Full	0.0	Fill brown M-F Sand,tr Silt
04	6.0	8.0	SS	3-4-6-7	20"	0.0	Same
05	8.0	10.0	SS	7-6-7-6	20"	0.0	Same
06	10.0	12.0	SS	5-4-4-5	20"	0.0	Same
	12.0						Bottom of boring
							Note:All samples were screened with Mini-Rae & discarded
							4" Monitor Well installed to 12.0'

SL 102
1/06

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Materials Engineering

Well Installation Report

PROJECT: JFK-Terminal 6 Well and Sampling		CONTRACT NO. 426-12-014	
LOCATION: As laid out by survey		CONTRACTOR Craig	
WELL NO. T6-MW31	WELL TYPE "A" Monitor	DATE: 3/6/12	
DRILLER: M. Gorski	INSPECTOR: J. Zarks		

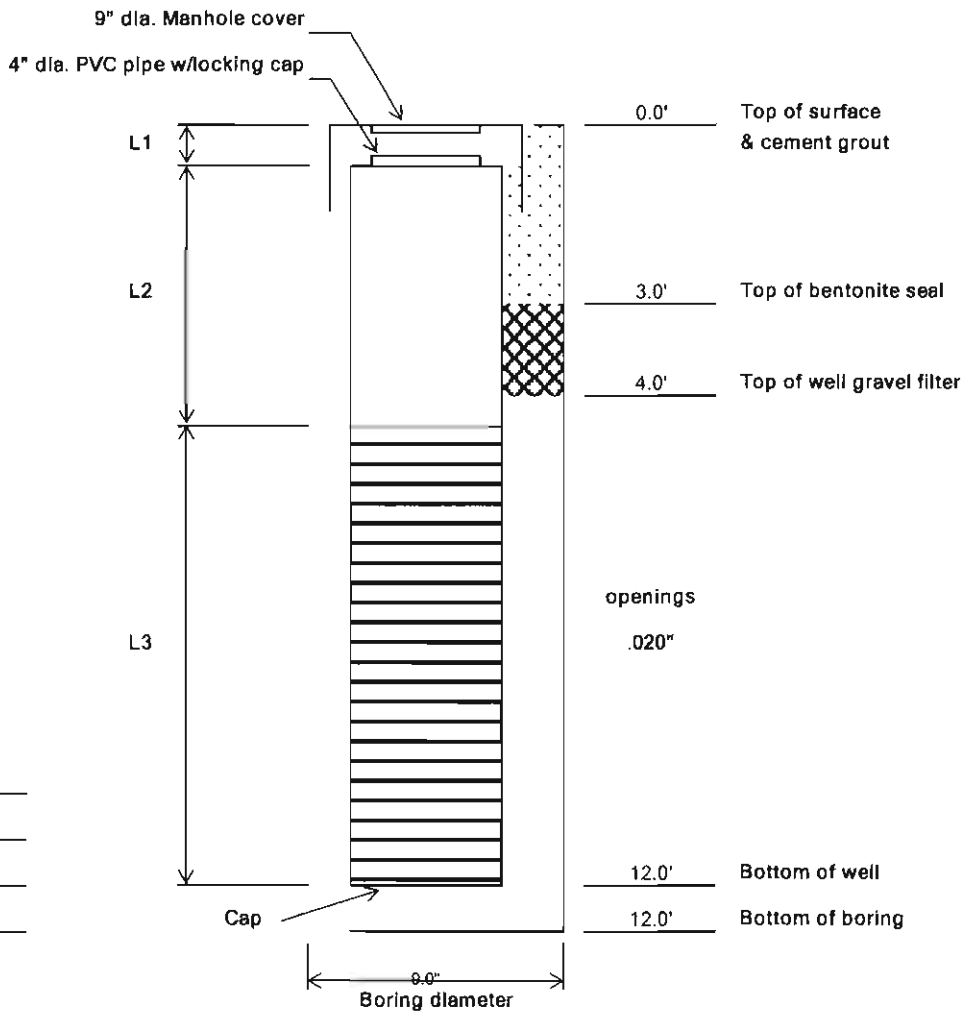
Well Development Report (NOTE: WATER LEVEL READINGS FROM TOP OF PVC)

DATE:	WATER LEVEL BEFORE:	WATER LEVEL AFTER:
TAKEN	MINUTES AFTER DEVELOPMENT	

L1 = 0.3'

L2 = 4.7'

L3 = 7.0'



Remarks:

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Materials Engineering

Boring Report

Project	JFK-Terminal 6 Well Installation and Sampling		**Contractor**	Craig	**Boring No.**	T6MW32	**Date** 2/29/12
Location	As laid out by survey			**Contract No.**	426-12-014	**Surface Elev.**	
Spoon	2" O.D. 1.375" I.D.	**Hammer/ Fall (in.)**	140 lbs./30"	**Ground Water Level**			
Hammer Type	Auto	**Hole Type**	A Monitor Well	Date	Time	Depth (ft)	Remarks
Inspector	J. Zarks			2/29/12	10:50AM	7.0	In sample # 04
Driller	M. Gorski						
site_code							

Sample No.	Start Depth (ft)	End Depth (ft)	Method	Spoon Blows/6"	Re-cov'd	PID Reading	Sample Description and Remarks
	0.0	1.1	HA	Thin-wall	Full		Concrete
	1.1						Charge of strata
01	1.1	2.0	HA	Hand Auger	Full	0.0	Fill Gray-brown C-F Sand & Gravel,tr Silt
02	2.0	4.0	HA	Hand Auger	Full	0.0	Fill brown M-F Sand,tr Silt
03	4.0	6.0	HA	Hand Auger	Full	0.0	Same
04	6.0	8.0	SS	10-8-8-9	20"	0.0	Same
05	8.0	10.0	SS	4-5-5-3	20"	0.0	Same
06A	10.0	10.5	SS	5	6"	0.0	Same
	10.5						Charge of strata
06B	10.5	12.0	SS	2-3-3	18"		Gray organicSilty Clay & brown Peat
							Bottom of boring
							Note: All samples were screened with Mini-Rae & discarded
							4" Monitor Well installed to 10.5'

SL 102
1/06

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Materials Engineering

Well Installation Report

PROJECT: JFK-Terminal 6 Well Installation and Sampling		CONTRACT NO. 426-12-014	
LOCATION: As laid out by survey		CONTRACTOR Craig	
WELL NO. T6MW32	WELL TYPE "A" Monitor	DATE: 2/29/12	
DRILLER: M. Gorski	INSPECTOR: J. Zarks		

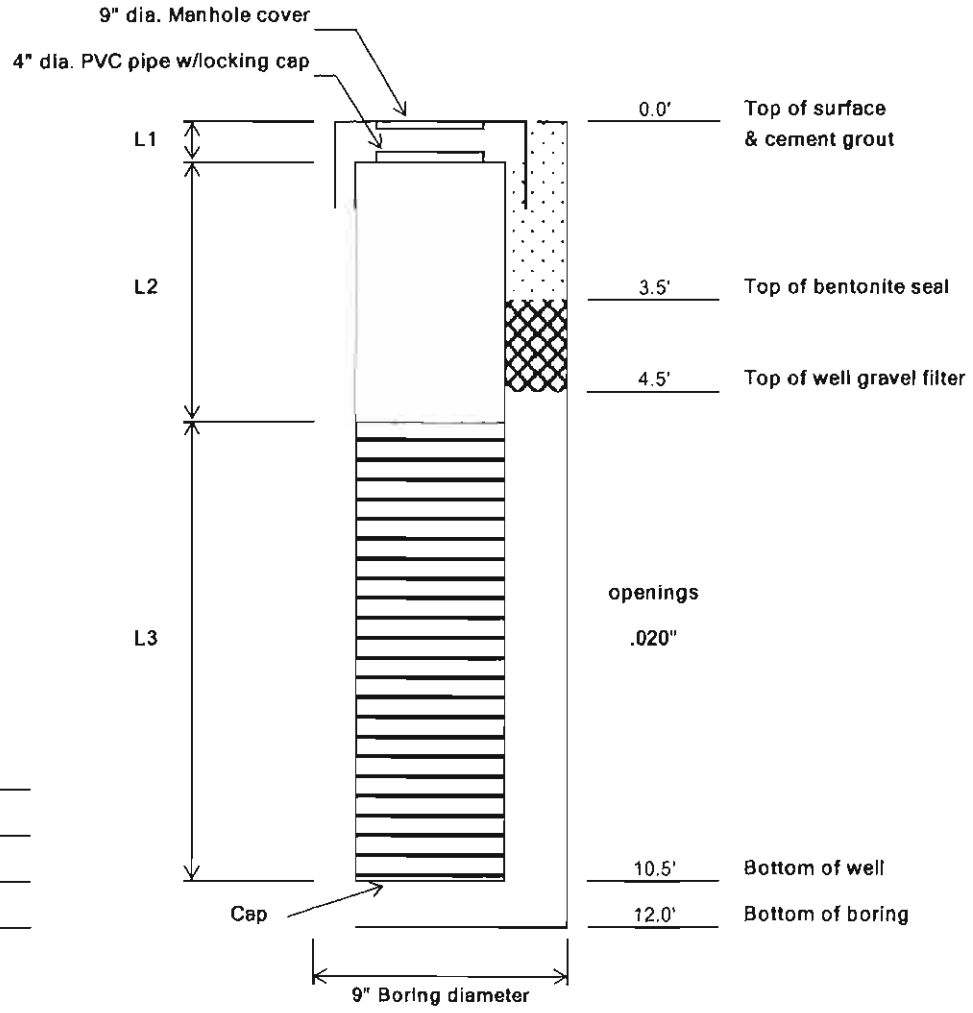
Well Development Report (NOTE: WATER LEVEL READINGS FROM TOP OF PVC)

DATE:	WATER LEVEL BEFORE:	WATER LEVEL AFTER:
TAKEN	MINUTES AFTER DEVELOPMENT	

L1 = 0.3'

L2 = 4.7'

L3 = 5.5'



Remarks:

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Materials Engineering

Boring Report

Project	JFK-Terminal 6 Well Installation and Sampling	**Contractor**	Craig	**Boring No.**	T6MW33	**Date**	3/2/12
Location	As laid out by survey			**Contract No.**	426-12-014	**Surface Elev.**	
Spoon	2" O.D. 1.375" I.D.	**Hammer/ Fall (in.)**	140 lbs./30"	**Ground Water Level**			
Hammer Type	Auto	**Hole Type**	A Monitor Well	Date	Time	Depth (ft)	Remarks
Inspector	J. Zarks			3/2/12	12:35PM	7.0	In sample # 04
Driller	M. Gorski						
site_code							

Sample No.	Start Depth (ft)	End Depth (ft)	Method	Spoon Blows/6"	Re-cov'd	PID Reading	Sample Description and Remarks
	0.0	1.2	HA	Thin wall	Full		Concrete
	1.2						Change of strata
01	1.2	2.0	HA	Hand Auger	Full	0.0	Fill Grayish-brown C-F Sand & Gravel,tr Silt
02	2.0	4.0	HA	Hand Auger	Full	0.0	Fill brown M-F Sand,tr Silt
03	4.0	6.0	HA	Hand Auger	Full	0.0	Same
04	6.0	8.0	SS	6-12-8-11	24"	0.0	Same
05	8.0	10.0	SS	4-7-6-11	24"	0.0	Same
06	10.0	12.0	SS	7-6-7-5	24"	0.0	Same
	12.0						Bottom of boring
							Note: All samples were screened with Mini-Rae & discarded
							4" Monitor Well installed to 12'

SL 102
1/06

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Materials Engineering

Well Installation Report

PROJECT: JFK-Terminal 6 Well Installation and sampling		CONTRACT NO. 426-12-014	
LOCATION: As laid out by survey		CONTRACTOR Craig	
WELL NO. T6MW33	WELL TYPE "A" Monitor	DATE: 3/2/12	
DRILLER: M. Gorski	INSPECTOR: J. Zarks		

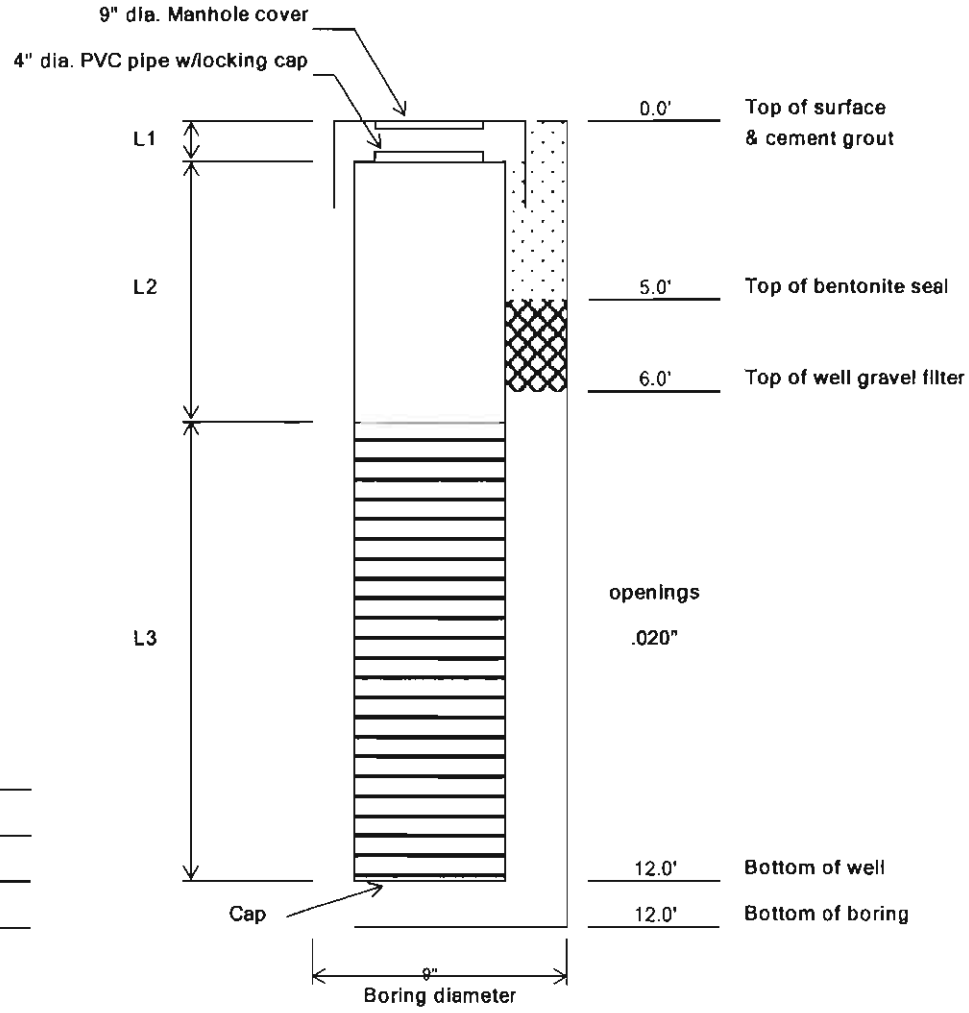
Well Development Report (NOTE: WATER LEVEL READINGS FROM TOP OF PVC)

DATE:	WATER LEVEL BEFORE:	WATER LEVEL AFTER:
TAKEN	MINUTES AFTER DEVELOPMENT	

L1 = 0.3'

L2 = 4.7'

L3 = 7.0'



Remarks:

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Materials Engineering

Boring Report

Project	JFK-Terminal 6 Well Installation and sampling			**Contractor**	Craig	**Boring No.**	T6MW34	**Date**	3/5/12
Location	As laid out by survey					**Contract No.**	426-12-014	**Surface Elev.**	
Spoon	2" O.D. 1.375" I.D.	**Hammer/ Fall (in.)**	140 lbs./30"	**Ground Water Level**					
Hammer Type	Auto	**Hole Type**	A Monitor Well	Date		Time	Depth (ft)	Remarks	
Inspector	J. Zarks			3/6/12		12:25PM	7.0	In sample # 04	
Driller	M. Gorski								
site_code									

Sample No.	Start Depth (ft)	End Depth (ft)	Method	Spoon Blows/6"	Re-cov'd	PID Reading	Sample Description and Remarks
	0.0	1.2	HA	Thin - wall	Full		Concrete
	1.2						Change of strata
01	1.2	2.0	HA	Hand Auger	Full	178.0	Fill gray-brown C-F Sand & Gravel,tr Silt
02	2.0	4.0	HA	Hand Auger	Full	245.0	Same
03	4.0	6.0	HA	Hand Auger	Full	372.0	Fill brown M-F Sand,tr Silt
04	6.0	8.0	SS	3-2-3-3	20"	268.0	Same
05	8.0	10.0	SS	4-5-4-5	20"	22.9	Same
06	10.0	12.0	SS	5-7-5-5	20"	4.3	Same
	12.0						Bottom of boring
							#01(1.5'-2.0'), #02(3.5'-4.0'), # 03(5.5'-6.0')& # 05(7.5'-8.0') were saved.
							4" Monitor well installed to 12.0'

SL 102
1/06

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Materials Engineering

Well Installation Report

PROJECT: JFK-Terminal 6 Well Installation and Sampling		CONTRACT NO. 426-12-014	
LOCATION: As laid out by survey		CONTRACTOR Craig	
WELL NO. T6MW34	WELL TYPE "A" Monitoring	DATE: 2/28/12	
DRILLER: M.Gorski	INSPECTOR: J. Zarks		

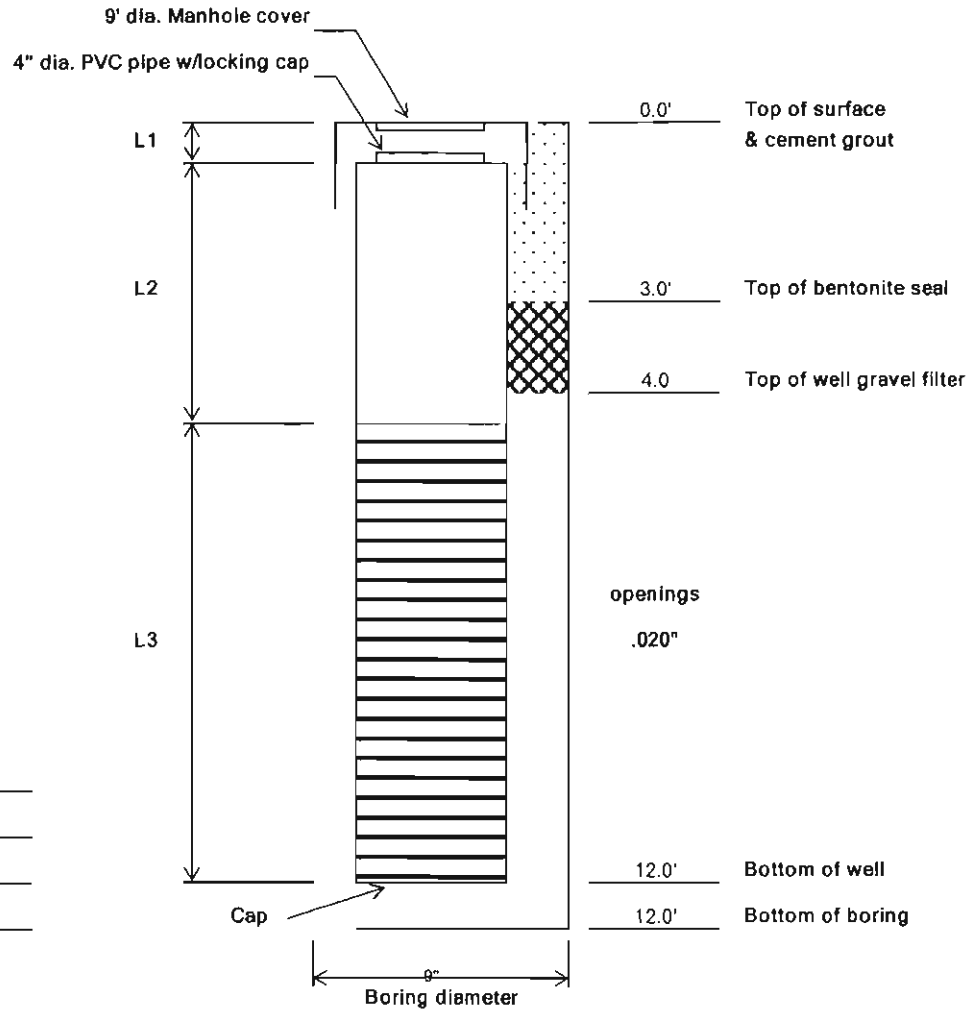
Well Development Report (NOTE: WATER LEVEL READINGS FROM TOP OF PVC)

DATE:	WATER LEVEL BEFORE:	WATER LEVEL AFTER:
TAKEN	MINUTES AFTER DEVELOPMENT	

L1 = 0.3'

L2 = 4.7'

L3 = 7.0'



Remarks:

THE PORT AUTHORITY OF NY & N.J

Engineering Department
Materials Engineering

Boring Report

Project	JFK-Terminal 6 Well Installation and Sampling		**Contractor**	Craig	**Boring No.**	T6-MW35	**Date** 2/28/12
Location	As laid out by survey			**Contract No.**	426-12-014	**Surface Elev.**	
Spoon	2" O.D. 1.375" I.D.	**Hammer/ Fall (in.)**	140 lbs./30"	**Ground Water Level**			
Hammer Type	Auto	**Hole Type**	A Monitor Well	Date	Time	Depth (ft)	Remarks
Inspector	J. Zarks			2/28/12	8:35AM	7.0	In sample #04
Driller	M. Gorski						
site_code							

Sample No.	Start Depth (ft)	End Depth (ft)	Method	Spoon Blows/6"	Re-cov'd	PID Reading	Sample Description and Remarks
	0.0	1.2	HA	Thin - wall	Full		Concrete
	1.2						Change of strata
01	1.2	2.0	HA	Hand Auger	Full	0.0	Fill brown M-F Sand ,tr Silt
02	2.0	4.0	HA	Hand Auger	Full	0.0	Same
03	4.0	6.0	HA	Hand Auger	Full	0.0	Same
04	6.0	8.0	SS	3-5-5-7	20"	0.0	Same
05	8.0	10.0	SS	3-2-3-3	20"	0.0	Same
06	10.0	12.0	SS	2-2-3-2	20"	0.0	Same
	12.0						Bottom of boring
							Note:All samples were screened with Mini-Rae & discarded
							4" Monitor Well installed to 12.0'

SL 192
1/06

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Materials Engineering

Well Installation Report

PROJECT: JFK-Terminal 6 Well Installation and samplig		CONTRACT NO. 426-12-014	
LOCATION: As laid out by survey		CONTRACTOR Craig	
WELL NO. T6-MW35	WELL TYPE "A" Monitor	DATE: 2/28/12	
DRILLER: M. Gorski	INSPECTOR: J. Zarks		

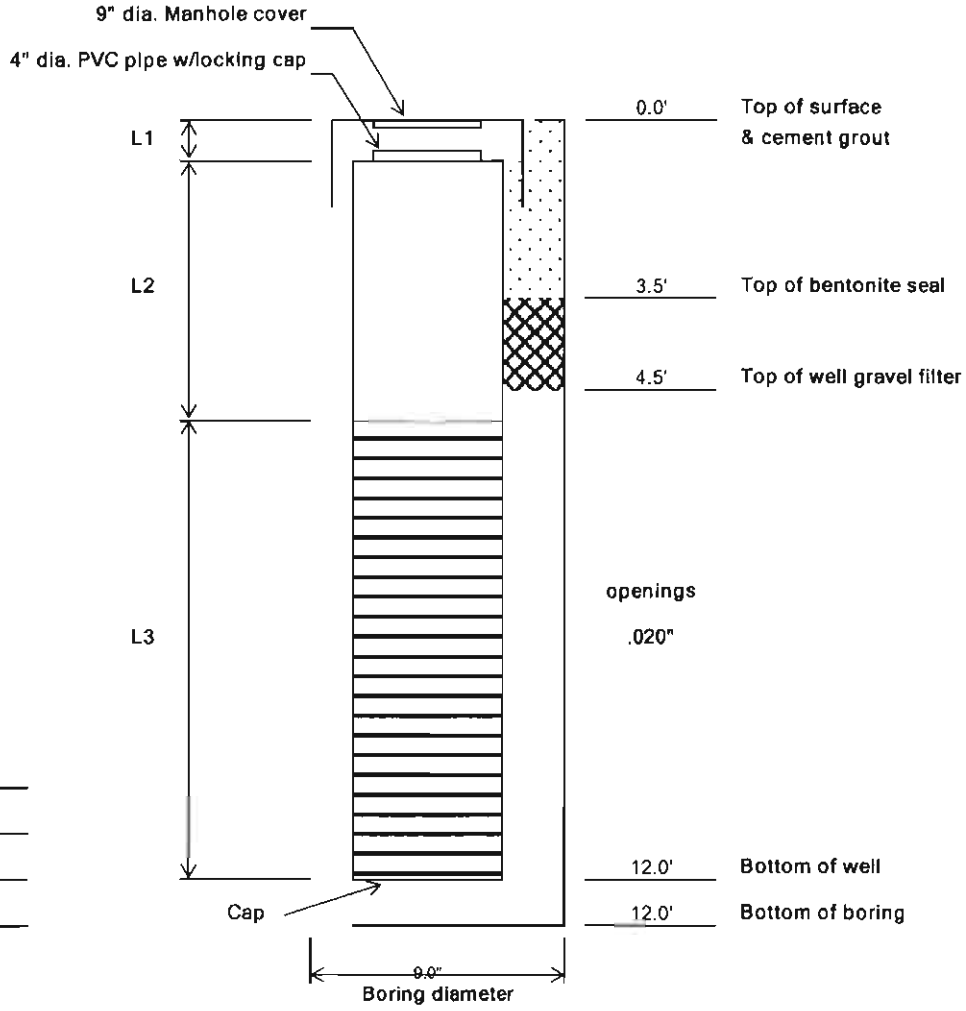
Well Development Report (NOTE: WATER LEVEL READINGS FROM TOP OF PVC)

DATE:	WATER LEVEL BEFORE:	WATER LEVEL AFTER:
TAKEN	MINUTES AFTER DEVELOPMENT	

L1 = 0.3'

L2 = 4.7'

L3 = 7.0'



Remarks:

THE PORT AUTHORITY OF N.Y. & N.J.

Engineering Department
Materials Engineering

Boring Report

Project	JFK-Terminal 6 Well Installation and sampling			**Contractor**	Craig	**Boring No.**	T6MW36	**Date**	3/22/12
Location	9' South of original location(BH-36)			**Contract No.**	426-12-014	**Surface Elev.**	
Spoon	2" O.D.	1.375" I.D.	**Hammer/ Fall (in.)**	140 lbs./30"	**Ground Water Level**		
Hammer Type	Auto		**Hole Type**	A Monitor Well	Date	Time	Depth (ft)	Remarks
Inspector	J. Zarks				3/22/12	10:55AM	7.0	In sample # 04
Driller	M. Gorski							
site_code								

Sample No.	Start Depth (ft)	End Depth (ft)	Method	Spoon Blows/6"	Re-cov'd	PID Reading	Sample Description and Remarks
	0.0	1.1	HA	Thin - wall	Full		Concrete
	1.1						Change of strata
01	1.1	2.0	HA	Hand Auger	Full	0.0	Fill gray-brown C-F Sand & Gravel,tr Silt
02	2.0	4.0	HA	Hand Auger	Full	0.0	Same
03	4.0	6.0	HA	Hand Auger	Full	0.0	Fill brown M-F Sand,tr Silt
04	6.0	8.0	SS	4-5-5-6	24"	0.0	Same
05	8.0	10.0	SS	3-2-2-4	24"	0.0	Same
06	10.0	12.0	SS	2-3-3-4	24"	0.0	Same
	12.0						Bottom of boring
							Note:All samples were screened with Mini-Rae & discarded
							4" Monitor well installed to 12.0'

SL 102
1/06

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Materials Engineering

Well Installation Report

PROJECT: JFK-Terminal 6 Well Installation and Sampling		CONTRACT NO. 426-12-014	
LOCATION: 9' South of original location(BH-36)		CONTRACTOR Craig	
WELL NO. T6MW36	WELL TYPE "A" Monitoring	DATE: 3/22/12	
DRILLER: M.Gorski		INSPECTOR: J. Zarks	

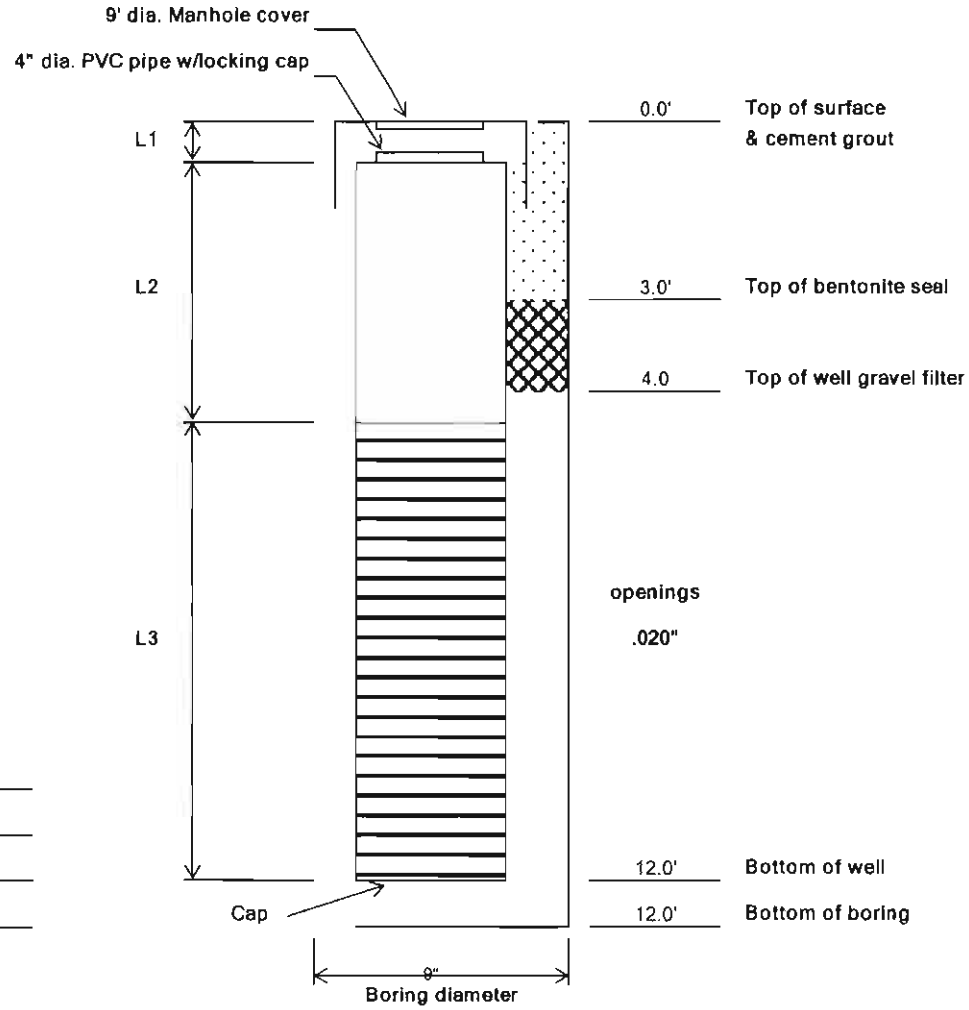
Well Development Report (NOTE: WATER LEVEL READINGS FROM TOP OF PVC)

DATE:	WATER LEVEL BEFORE:	WATER LEVEL AFTER:
TAKEN	MINUTES AFTER DEVELOPMENT	

L1 = 0.3'

L2 = 4.7'

L3 = 7.0'



Remarks:

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Materials Engineering

Boring Report

Project	JFK-Terminal 6 Well installation and sampling		**Contractor**	Craig	**Boring No.**	T6-MW37	**Date** 3/7/12
Location	As laid out by survey			**Contract No.**	426-12-014	**Surface Elev.**	
Spoon	2" O.D. 1.375" I.D.	**Hammer/ Fall (in.)**	140 lbs./30"	**Ground Water Level**			
Hammer Type	Auto	**Hole Type**	A Monitor Well	Date	Time	Depth (ft)	Remarks
Inspector	J. Zarks			3/6/12	2:15PM	7.0	In sample # 04
Driller	M. Gorski						
site_code							

Sample No.	Start Depth (ft)	End Depth (ft)	Method	Spoon Blows/6"	Re-cov'd	PID Reading	Sample Description and Remarks
	0.0	1.1	HA	Thin-wall	Full		Concrete
	1.1						Change of strata
01	1.1	2.0	HA	Hand Auger	Full	18.8	Fill brown M-F Sand,tr Silt
02	2.0	4.0	HA	Hand Auger	Full	74.7	Same
03	4.0	6.0	HA	Hand Auger	Full	12.2	Same
04	6.0	8.0	SS	4-5-4-5	20"	3.2	Same
05	8.0	10.0	SS	3-6-3-3	20"	0.0	Same
06	10.0	12.0	SS	3-2-3-4	20"	0.0	Same
	12.0						Bottom of boring
							Note:All samples were screened with Mini-Rae & discarded
							4" Monitor Well installed to 12.0'

SL 102
1/06

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Materials Engineering

Well Installation Report

PROJECT: JFK-Terminal 6 Well and Sampling		CONTRACT NO. 426-12-014	
LOCATION: As laid out by survey		CONTRACTOR Craig	
WELL NO. T6-MW37	WELL TYPE "A" Monitor	DATE: 3/7/12	
DRILLER: M. Gorski		INSPECTOR: J. Zarks	

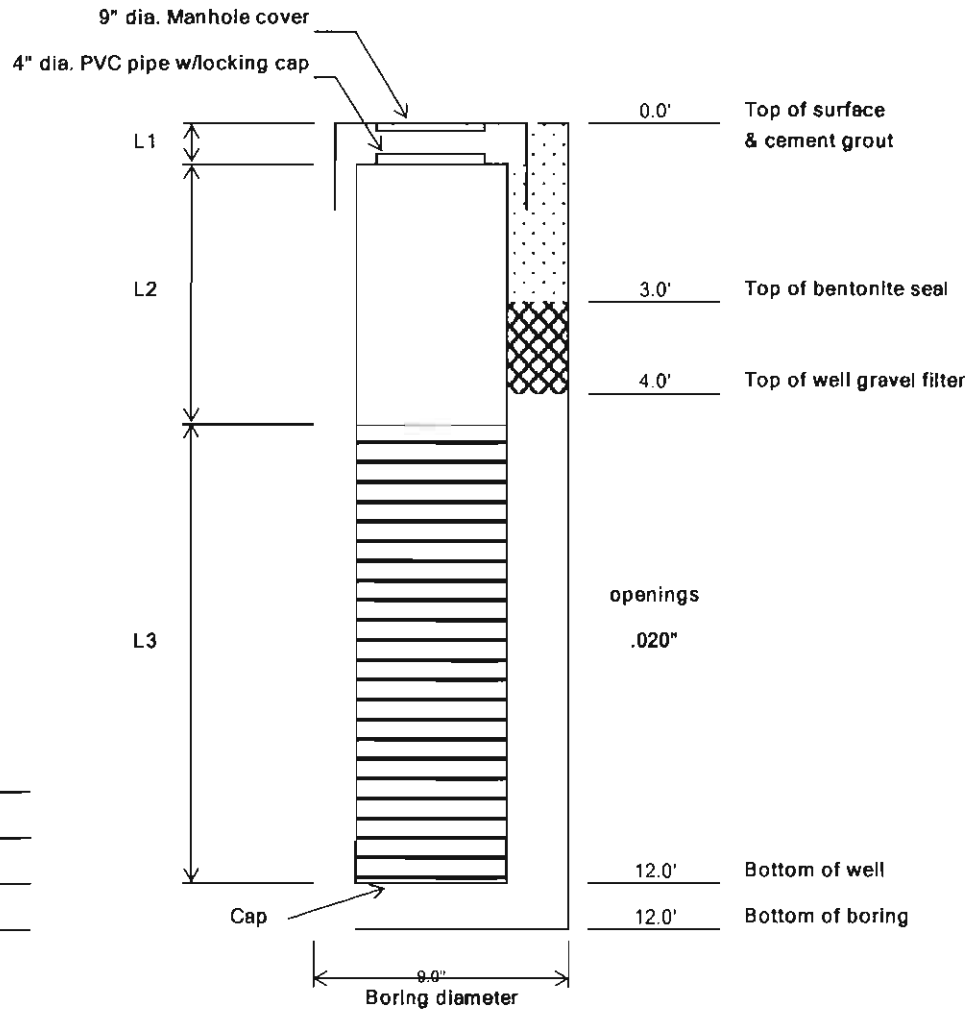
Well Development Report (NOTE: WATER LEVEL READINGS FROM TOP OF PVC)

DATE:	WATER LEVEL BEFORE:	WATER LEVEL AFTER:
TAKEN	MINUTES AFTER DEVELOPMENT	

L1 = 0.3'

L2 = 4.7'

L3 = 7.0'



Remarks:

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Materials Engineering

Boring Report

Project	JFK-Terminal 6 Well Installation and sampling		**Contractor**	Craig	**Boring No.**	T6MW38	**Date** 3/30/12
Location	30' North-east of BH-38			**Contract No.**	426-12-014	**Surface Elev.**	
Spoon	2" O.D. 1.375" I.D.	**Hammer/ Fall (in.)**	140 lbs./30"	**Ground Water Level**			
Hammer Type	Auto	**Hole Type**	A Monitor Well	Date	Time	Depth (ft)	Remarks
Inspector	J. Zarks			3/30/12	2:50AM	7.0	In sample # 04
Driller	K.Parent						
site_code							

Sample No.	Start Depth (ft)	End Depth (ft)	Method	Spoon Blows/6"	Re-cov'd	PID Reading	Sample Description and Remarks
	0.0	1.1	HA	Thin - wall	Full		Concrete
	1.1						Change of strata
01	1.1	2.0	HA	Hand Auger	Full	1275.0	Fill gray-brown C-F Sand & Gravel,tr Silt(Fuel odor)
02	2.0	4.0	HA	Hand Auger	Full	1580.0	Same
03	4.0	6.0	HA	Hand Auger	Full	1735.0	Fill brown M-F Sand,tr Silt(Fuel odor)
04	6.0	8.0	SS	9-12-14-15	24"	1244.0	Same
05	8.0	10.0	SS	7-8-5-8	24"	1055.0	Same
06A	10.0	11.0	SS	7-7	12"	315.0	Same
	11.0						Change of strata
06B	11.0	12.0	SS	4-6	10"		Gray organic Silty Clay,tr F Sand
	12.0						Bottom of boring
							Note:All samples were screened with Mini-Rae ,samples # 1(1.5'-2.0'),#2(3.5'-4.0),#3(5.5'-6.0'),#4(7.5'-8.0') & #5(9.5'-10.0') were saved.
							4" Monitor well installed to 11.0'

SL 102
1/06

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Materials Engineering

Well Installation Report

PROJECT: JFK-Terminal 6 Well Installation and Sampling		CONTRACT NO. 426-12-014	
LOCATION: 30' North-east of BH-38		CONTRACTOR Craig	
WELL NO. T6MW38	WELL TYPE "A" Monitoring	DATE: 3/30/12	
DRILLER: K. Parent	INSPECTOR: J. Zarks		

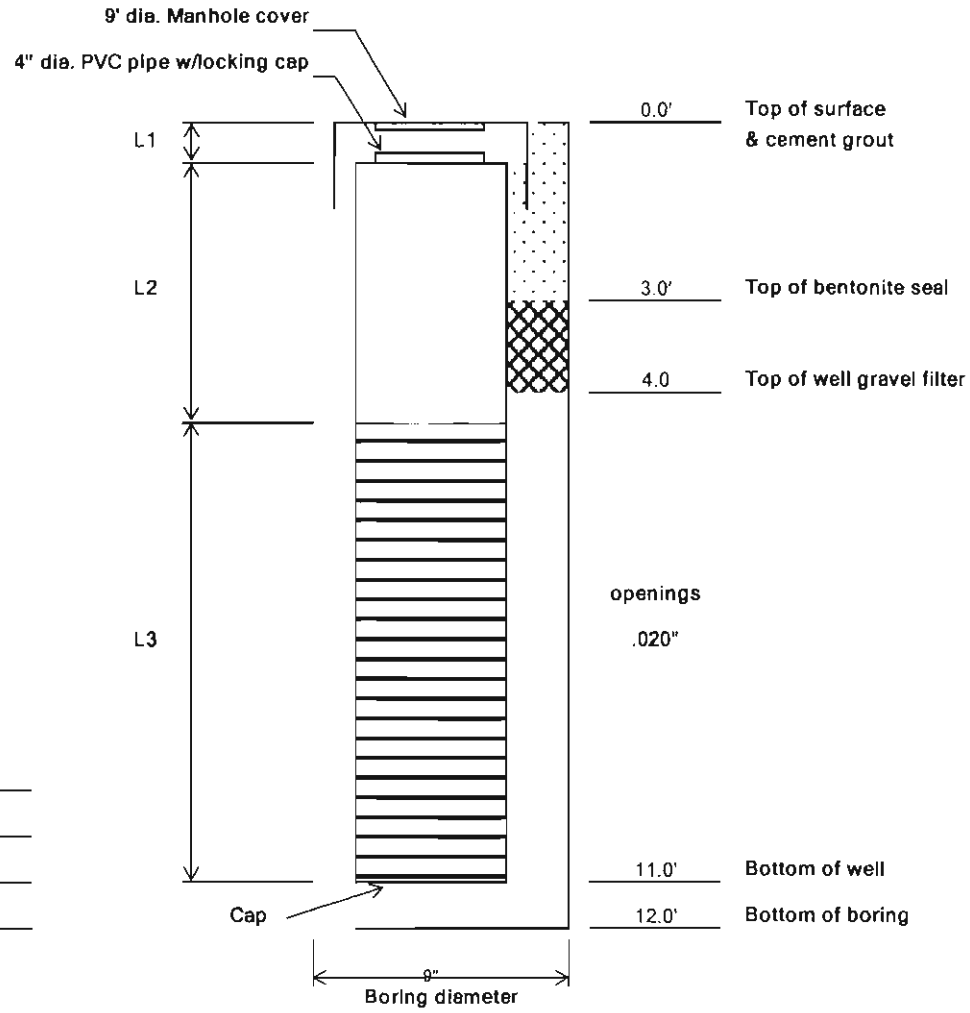
Well Development Report (NOTE: WATER LEVEL READINGS FROM TOP OF PVC)

DATE:	WATER LEVEL BEFORE:	WATER LEVEL AFTER:
TAKEN	MINUTES AFTER DEVELOPMENT	

L1 = 0.3'

L2 = 4.7'

L3 = 6.0'



Remarks:

Torres Rojas, Genara FOI# 13618

From: michael.bootier@bipc.com
Sent: Thursday, December 06, 2012 5:13 PM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree
Subject: Freedom of Information Online Request Form

Information:

First Name: Michael
Last Name: Bootier
Company: Buchanan Ingersoll & Rooney
Mailing Address 1: 50 S 16th Street
Mailing Address 2: Ste 3200
City: Philadelphia
State: PA
Zip Code: 19103
Email Address: michael.bootier@bipc.com
Phone: 215-665-3833
Required copies of the records: Yes

List of specific record(s):
The JFK IAT Port Lease for Terminal 4 at JFK International Airport.

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

June 4, 2013

Mr. Michael Bootier
Buchanan Ingersoll & Rooney
50 S 16th Street, Suite 3200
Philadelphia, PA 19103

Re: Freedom of Information Reference No. 13618

Dear Mr. Bootier:

This is a response to your December 6, 2012 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code") for a copy of JFKIAT Port lease for Terminal 4 at John F. Kennedy International Airport.

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/13618-LPA-1.pdf, http://www.panynj.gov/corporate-information/foi/13618-LPA-2.pdf, http://www.panynj.gov/corporate-information/foi/13618-LPA-3.pdf.
Paper copies of the available records are available upon request.

Certain material responsive to your request is exempt from disclosure pursuant to exemptions (1), (2.a.) and (4) of the Code.

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

Very truly yours,

Daniel D. Duffy
FOI Administrator

225 Park Avenue South, 17th Floor
New York, NY 10003
T: 212 435 3642
F: 212 435 7555

Port Authority Lease No. AYC-685

TERMINAL FOUR

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

AND

JFK INTERNATIONAL AIR TERMINAL LLC

(THE LESSEE)

VOLUME I

PA LAW DEPARTMENT
113337

Terminal Four
Lease

LEASE NO: AYC-685

Section 1.	Definitions	10
Section 2.	Letting	62
Section 3.	Term	66
Section 4.	Recitals–Effect of Basic Lease–Quiet Enjoyment	70
Section 5.	Assignment and Sublease	71
Section 6.	Use of Premises	82
Section 7.	Ingress and Egress	86
Section 8.	Rental	87
Section 9.	Additional Rent	114
Section 10.	Late Charges	114
Section 11.	Place of Payments	115
Section 12.	Limited Appointment as Agent	116
Section 13.	Rules and Regulations	116
Section 14.	Compliance with Law	118
Section 15.	Federal Airport Aid	120
Section 16.	Various Obligations of the Lessee	121
Section 17.	Prohibited Acts	124

Section 18. Construction by the Lessee 128

Section 19. Other Construction by the Lessee 167

Section 20. FAR 107-Security Program Obligations 168

Section 21. Additions to Gross Revenue 172

Section 22. Project Financing 172

Section 23. Leasehold Mortgage and Lease Assignment . . . 181

Section 24. Additional Rental Obligations 198

Section 25. Termination by the Port Authority 202

Section 26. Right of Re-Entry 209

Section 27. Waiver of Redemption 209

Section 28. Survival of Obligations 209

Section 29. Reletting by the Port Authority 211

Section 30. Remedies to be Non-Exclusive 212

Section 31. Restriction on Transfer 213

Section 32. Surrender 227

Section 33. Acceptance of Surrender of Lease 227

Section 34. Condemnation 227

Section 35. Rights of Entry Reserved 233

Section 36. Care, Maintenance, Rebuilding and Repair by the Lessee 235

Section 37. Labor Transition 238

Section 38. Insurance 239

Section 39. Damage to or Destruction of the Premises . . . 247

Section 40. Joint Periodic Condition Survey 249

Section 41. Indemnity 254

Section 42. Environmental Obligations 255

Section 43. Airline Subleases. 282

Section 44. Retail Subleases. 286

Section 45. Federal Inspection 296

Section 46. Facilities Non-Discrimination 296

Section 47. Affirmative Action 298

Section 48. The Lessee's Ongoing Affirmative Action/Equal Opportunity Commitment 298

Section 49. Removal of Property 301

Section 50. Purchase of Property 303

Section 51. Services to the Lessee 304

Section 52. Hot Water and Chilled Water Requirements . . . 307

Section 53. Additional Rights of the Port Authority as to Portions of the Premises 314

Section 54. Requesting Airlines at the Airport 317

Section 55. Ground Transportation Services 318

Section 56. Ground Transportation 320

Section 57. Ground Transportation Within the Central Terminal Area 324

Section 58. Future Airport Transportation Facilities and Operations and Use of Portions of the Premises 334

Section 59. Restrictions on Use of Passenger Terminal Frontage Roadways-Use of Airport Taxi Dispatchers and Roadway Frontage Management 337

Section 60. Access to Records; Audit Rights 341

Section 61. Accounting Disputes 348

Section 62. Handling Services 351

Section 63. Signs 352

Section 64. Obstruction Lights 353

Section 65. Termination by the Lessee 353

Section 66. Effect of Termination by the Lessee 355

Section 67. Brokerage 356

Section 68. Non-liability of Individuals; Limitations on Recourse 356

Section 69. Rotary Wing and Tilt-Rotor Operations 357

Section 70. Force Majeure 358

Section 71. Relationship of the Parties 359

Section 72. In-Flight Meals 359

Section 73. Waiver of Depreciation 361

Section 74. General Airport Agreement 362

Section 75. Terminal Service Standards 363

Section 76. Airport Operator Limitations 363

Section 77. Itinerant Aircraft 365

Section 78. Airport Air Traffic Control Tower 366

Section 79. Chapels 376

Section 80. Notices 376

Section 81. Miscellaneous 377

Section 82. Entire Agreement 377

EXHIBITS

Exhibit 1.1		Completed items of construction that constitute Date of Beneficial Occupancy
Exhibit 2.1	Page 1 of 3	Space Sketch
Exhibit 2.1	Page 2 of 3	Space Sketch with Joint Easements for Taxiways
Exhibit 2.1	Page 3 of 3	Data Table
Exhibit 2.2		Height Elevation Limitation
Exhibit 2.3	Page 1 of 7	Guideway Plan
	Page 2 of 7	West Platform Plan
	Page 3 of 7	East Platform Plan
	Page 4 of 7	Cross Section Through Terminal Platform
	Page 5 of 7	Cross Section through Terminal Vertical Circulation
	Page 6 of 7	Cross Section Outside Terminal
	Page 7 of 7	Profile/Elevation
Exhibit 2.4		Existing Occupants
Exhibit 2.5		Prior Occupancy Agreements
Exhibit 5.1		Consent Agreement
Exhibit 8.1		Permitted O&M Expenses

Terminal Four
Lease

Exhibit 8.2A	Pages 1 thru 6	Example: Cash Flow 2015 Mode
8.2B	Pages 1 thru 6	Example: Extended Mode
Exhibit 8.3A	Pages 1 thru 4	Calculation of the Equity Capital Investment Funding and Balance: Sufficient Funds
8.3B	Pages 1 thru 4	Calculation of the Equity Capital Investment Funding and Balance: Funding Deficiency
Exhibit 8.4A	Pages 1 thru 3	Second Additional Land Rental Funding and Balance - 2015 Mode - Funding Deficiencies
Exhibit 8.4B	Pages 1 thru 4	Second Additional Land Rental Funding and Balance - Extended Mode - Funding Deficiencies
Exhibit 8.5	Pages 1 thru 4	Third Additional Land Rental Funding and Balance
Exhibit 8.6	Pages 1 thru 3	Deferred Balance Rental - Extended Mode
Exhibit 18.1		Site and Area 2
Exhibit 18.2	Volume II	Comprehensive Plan for the Development of the site
Exhibit 18.3	Pages 1 thru 3	LRS Station Construction
Exhibit 18.4	Pages 1 thru 7	LRS Preliminary Design Criteria
Exhibit 18.5	(Page 1 of 2)	Off-Premises Roadway Work
Exhibit 18.5	(Page 2 of 2)	New Airport Roads and Parking and Landscaping Improvements

Exhibit 18.6	(Page 1 of 2)	Area 2 Utility Line Construction
Exhibit 18.6	(Page 2 of 2)	Area 2 Utility Line Construction
Exhibit 18.7		Schedule of Design Packages
Exhibit 18.8	Volume III	Project Cost Plan
Exhibit 18.9	Volume III	Program Management Plan
Exhibit 18.10		Construction Staging Areas
Exhibit 31.1		Joint Venture Organization Chart
Exhibit 42.1	Volume IV thru XVII	Results of Soil and Water Samples Taken from the Premises
Exhibit 42.2	Page 1 of 1	Accelerated Remediation Work Area
Exhibit 42.3	Pages 1 thru 3	Current Remediation Work Area
Exhibit 42.4		Long Island Well Permit
Exhibit 49.1		Operating Equipment Items
Exhibit 57.1		Airport Central Terminal Area
Exhibit 58.1	Pages 1 thru 3	LRS Maintenance
Exhibit 78.1	Page 1 of 2	Control Tower Space
	Page 2 of 2	Control Tower Space
Exhibit E		Affirmative Action Guidelines

Terminal Four
Lease

VOLUME I

Exhibit Nos. 1.1, 2.1 (3 Pages), 2.2, 2.3 (7 Pages), 2.4, 2.5, 5.1, 8.1, 8.2A (6 Pages), 8.2B (6 Pages), 8.3A (4 Pages), 8.3B (4 Pages), 8.4A (3 Pages), 8.4B (4 Pages), 8.5 (4 Pages), 8.6 (4 Pages), 18.1, 18.3 (3 Pages), 18.4 (7 Pages), 18.5 (2 Pages), 18.6 (2 Pages), 18.7, 18.10, 31.1, 42.2, 42.3 (3 Pages), 42.4, 49.1, 57.1, 58.1 (3 Pages), 78.1 (2 Pages), Exhibit E.

VOLUME II

EXHIBIT No. 18.2

VOLUME III

EXHIBIT No. 18.8, 18.9

VOLUME IV THRU VOLUME XVII

EXHIBIT No. 42.1

AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE, made effective as of 12:00 Noon on May 13, 1997 (the "Effective Date"), by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called the "Port Authority"), a body corporate and politic, established by Compact between the States of New Jersey and New York with the consent of the Congress of the United States of America (the "Compact"), and having an office at One World Trade Center, in the Borough of Manhattan, City, County and State of New York, and JFK International Air Terminal LLC, a limited liability company organized and existing under the laws of the State of New York (hereinafter called the "Lessee"), having an office and place of business at 245 Park Avenue, 25th Floor, New York, NY 10167.

WITNESSETH, That:

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

Section 1. Definitions

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

"ABC International Airline Guide" and the "ABC Guide" shall have the meaning set forth in Section 53.

"Accelerated Facility Rental" shall have the meaning set forth in Section 24(a).

"Accelerated Remediation Costs" shall have the meaning set forth in Section 42(b).

"Accelerated Remediation Work" shall have the meaning set forth in Section 42(b).

"Accommodations" shall have the meaning set forth in Section 53(c).

"Accounting Dispute" shall have the meaning set forth in Section 61(a).

"Accounting Dispute Report" shall have the meaning set forth in Section 61(d).

"Actual Period" shall have the meaning set forth in Section 8(e).

"ACO" *see* Administrative Consent Order.

"Additional Sublease" shall have the meaning set forth in Section 5(b).

"Additional Sublessee" shall have the meaning set forth in Section 5(b).

"Additional Term" shall have the meaning set forth in Section 3(d).

"Additional Term Building Rental" shall have the meaning set forth in Section 3(d).

"Adjusted Gross Proceeds" shall have the meaning set forth in Section 31(f).

"Adjusted Pre-DBO Residual Cash Flow" shall have the meaning set forth in Section 8(I)(d).

"Administrative Consent Order" or "ACO" shall have the meaning set forth in Section 42(b).

"Affiliate" shall have the following meaning: An Affiliate of a specified Person is a Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Person specified. The term *control* (including the terms *controlling, controlled by* and *under common control with*) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise; provided that, in any event, any Person which owns directly or indirectly ten percent (10%) or more of the securities having ordinary voting power for the election of directors or other governing body of a corporation or ten percent (10%) or more of the partnership or other ownership interests of any other Person shall be deemed to control such corporation or other Person.

"Agreement" shall mean this agreement of lease, as such agreement may from time to time be amended, restated, supplemented, reinstated or otherwise modified in accordance with the terms hereof.

"Air Terminal Highway System" shall mean those portions of the Airport designated and made available temporarily or permanently by the Port Authority to the public for general or limited highway use.

"Aircraft Gate Positions" shall have the meaning set forth in Section 18(a).

"Aircraft Operator" shall mean (a) a Person owning one or more aircraft which are not leased or chartered to any other Person for operation, or (b) a Person to whom one or more aircraft are leased or chartered for operation whether the aircraft so owned, leased or chartered are military or non-military, or are used for private business, pleasure or governmental business, or for carrier or non-carrier operations, or for scheduled or non-scheduled operations or otherwise. Said phrase shall not mean the pilot of an aircraft unless he or she

is also the owner or lessee thereof or a Person to whom it is chartered.

"Airline Leasing Plan" shall have the meaning set forth in Section 43(a).

"Airline Sublease" shall have the meaning set forth in Section 43(a).

"Airline Sublessee" shall have the meaning set forth in Section 5(b).

"Airport" shall mean the land and premises in the City of New York, in the County of Queens and State of New York, which are shown in green upon the Exhibit attached to the Basic Lease marked "Map II" and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

"Airport Central Taxi Stack" shall have the meaning set forth in Section 59(b).

"Amsterdam Airport" shall have the meaning set forth in Section 31(a).

"Analyzed Item Increases" shall have the meaning set forth in Section 42(n).

"Analyzed Items" shall have the meaning set forth in Section 42(a).

"Annual Basis" shall mean computations based on an Annual Period, and, in the case of any period that begins on a date other than January 1 or ends on a date other than December 31, prorated over the number of days in such period. Interest rates stated on an Annual Basis shall be adjusted when interest is paid more frequently than annually to achieve the equivalent of a simple annual interest rate and in each instance carried out

to not less than eight decimal places. For instance, if interest is accrued quarterly on a balance, the quarterly equivalent of the annual interest shall be the fourth root of (1 + x) minus one (1) where "x" equals the annual interest rate. By way of example, the quarterly equivalent of the Equity Capital Investment Interest Rate is or percent.

"Annual CPI Percentage Increase" shall mean the percentage increase, if any, derived by subtracting the CPI for the immediately preceding Annual Period from the CPI for the then current Annual Period (the "Current CPI"), dividing the difference by the CPI for the immediately preceding Annual Period and expressing that result as a percentage. The CPI for any given Annual Period shall be (i) for the first Annual Period, the CPI for March 1997 and (ii) for subsequent Annual Periods (or parts thereof) the CPI for the November preceding such Annual Period. In the event that the Consumer Price Index is not available for any specified Month as hereinabove set forth within the time set forth for payment, such index for the latest Month then published shall be used to constitute the Consumer Price Index and such index shall thereafter be adjusted when such index becomes available. In the event of the change of geographic or other material basis or the discontinuance of the publication by the United States Department of Labor of the Consumer Price Index such other appropriate index or indexes shall be substituted as may be agreed by the parties hereto as properly reflecting changes in the value of the current United States money in a manner similar to that established in the said indexes used in the latest adjustment. In the event of the failure of the parties to so agree, the Port Authority may select and use such index or indexes as it deems appropriate, provided, however, that the foregoing shall not preclude the Lessee from contesting the Port Authority's selection. In no event shall any Annual CPI Percentage Increase result in the reduction of any amount payable under this Agreement from one Annual Period to the next.

"Annual Period" shall mean the period from January 1 to December 31 in any given year.

"Annual Subordinated Fundings" shall have the meaning set forth in Section 8(I)(c).

"Any Successor Entity" shall have the meaning set forth in Section 31(b).

"Application for Payment" shall have the meaning set forth in Section 18(m).

"Apron Fuel Facilities" shall mean all fuel facilities exclusively serving the Premises except for hydrant valves, surge suppressors and emergency stop systems originally or hereafter installed by the Port Authority.

"Arbitrators" shall have the meaning set forth in Section 61(b).

"Area 2" shall have the meaning set forth in Section 18.

"Area 2 Construction Advance" and "Area 2 Construction Advance Amount" shall have the meaning set forth in Section 18(j).

"Area 2 Utility Line Construction" shall have the meaning set forth in Section 18(c).

"Area 2 Work" shall have the meaning set forth in Section 18(b).

"Assignee" shall have the meaning set forth in Section 23(a).

"Assignment" shall have the meaning set forth in Section 5(a).

"Assignment of Contracts" means that certain Assignment of Construction Contracts, Plans and Specifications, and Service and Other Contracts, dated as of the date hereof, by and between

the Lessee and the Trustee, as the same may be amended, supplemented, consolidated, replaced, extended, renewed or otherwise modified from time to time.

"Assignment of Leases and Rents" means that certain Assignment of Tenant Leases and Rents, dated as of the date hereof, made by the Lessee in favor of the Trustee, as the same may be amended, supplemented, consolidated, replaced, extended, renewed or otherwise modified from time to time.

"Assignment Notice" shall have the meaning set forth in Section 23(a).

"Authorized Company Representative" shall mean any one or more officers, agents, employees of the Lessee or other individuals, in each case designated from time to time to act on behalf of the Lessee in connection with the Financing Arrangement by a certificate filed with the Port Authority and the Trustee containing the specimen signature of such person(s) and executed by the Lessee, such designation to continue in full force and effect until revoked by the Lessee by certificate to such effect filed with the Port Authority and the Trustee.

"Available Net Cash Flow" shall have the meaning set forth in Section 8(I)(c).

"Average Peak Hourly Passenger Volume" shall have the meaning set forth in Section 76(c).

"Average Peak Waiting Time" shall have the meaning set forth in Section 76(c).

"Base Rental Amount" shall mean an amount with respect to each Annual Period from the Effective Date to the last day of the term of this Agreement which, for the first Annual Period hereunder, shall be in the amount of $10,620,285 and, for each successive Annual Period, shall be in the amount of the Base Rental Amount in effect in the immediately preceding Annual

Period increased by the greater of (i) one-half (½) of the Annual CPI Percentage Increase and (ii) four percent (4%).

"Base Term Expiration Date" shall have the meaning set forth in Section 3(d).

"Basic Lease" shall mean the agreement between The City of New York and the Port Authority dated April 17, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated April 17, 1947, has been recorded in the Office of the Register of The City of New York, County of Queens, on May 22, 1947, in Liber 5402 of Conveyances, at pages 319 et seq.

"Basic Lease Extension" shall mean an agreement fully and duly executed by the Port Authority and the City of New York which has been fully and duly authorized by the Board of Commissioners of the Port Authority and which has received the approvals as legally required from authorized officials and entities of the City of New York and that (i) (x) supplements and amends the Basic Lease whereby the Basic Lease and the term of the letting thereunder is extended from December 31, 2015 to an expiration date occurring not earlier than the later of (A) December 31, 2025 and (B) the date which would constitute the twenty-fifth (25th) anniversary of the DBO, or (y) constitutes any other transaction, including, without limitation, an agreement of lease, sale or other transfer of the Airport to the Port Authority, whereby the Port Authority would continue as the lessee, owner and/or operator of the Airport and would have the right to assume the obligations, and grant the rights, to the Lessee provided herein, until a date that is no earlier than the later of (A) December 31, 2025 and (B) twenty-five (25) years after the DBO and (ii) does not in any manner deprive the Lessee, the Trustee or the Bondholders of any of their rights, licenses or privileges under this Agreement.

"Basic Lease Extension Adjustment" shall have the meaning set forth in Section 8(I)(f).

"Bid Conditions" shall have the meaning set forth in Exhibit E.

"Bond Fund" shall have the meaning set forth in Section 13 of the Series Resolution.

"Bondholder" or "Bondholders" shall mean and include the registered holder or registered holders, individually and collectively, of the Passenger Terminal Bonds.

"Building Carry" shall have the meaning set forth in Section 8(I)(a).

"Building Carry Rental" shall have the meaning set forth in Section 8(I)(a).

"Building Rental" shall have the meaning set forth in Section 8(I)(a).

"Capacity Deficiency" shall have the meaning set forth in Section 76(b).

"Capped Items" shall have the meaning set forth in Section 18(o).

"Central Terminal Area" or "CTA" shall have the meaning set forth in Section 57(a).

"Change Order" shall have the meaning set forth in Section 18(d).

"Chapel" shall have the meaning set forth in Section 18(a).

"Chilled Water" shall have the meaning set forth in Section 52(a).

"Circulation Areas" shall have the meaning set forth in Section 18(a).

"City of New York" shall mean the municipal corporation of the State of New York known as the City of New York.

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

"Code" shall mean the Internal Revenue Code of 1986 and any amendments or successors thereto and any regulations promulgated thereunder.

"Cogeneration Agreement" shall have the meaning set forth in Section 52(a).

"Cogeneration Facility" shall have the meaning set forth in Section 52(a).

"Commissioners of the Port Authority" shall mean the Board of Commissioners of the Port Authority of New York and New Jersey.

"Compact" shall have the meaning set forth in the first paragraph of this Agreement.

"Completion Date" shall have the meaning set forth in Section 18(j).

"Comprehensive Plan" shall have the meaning set forth in Section 18.

"Comprehensive Retail Plan" shall have the meaning set forth in Section 44(b).

"Computerized Recordkeeping Systems" shall have the meaning set forth in Section 60(d).

"Concession" shall mean a single business operation providing goods or services for retail sale under a single trade name or pursuant to a unified theme, at one or more locations in the Concession Areas.

"Concession Areas" shall have the meaning set forth in Section 44(b).

"Condition Survey" shall have the meaning set forth in Section 40(a).

"Condition Survey Contract" shall have the meaning set forth in Section 40(a).

"Condition Survey Contractor" shall have the meaning set forth in Section 40(a).

"Condition Survey Report" shall have the meaning set forth in Section 40(a).

"Consent Agreement" shall have the meaning set forth in Section 5(b).

"Consolidated Counter" shall have the meaning set forth in Section 55(b).

"Construction Application" shall have the meaning set forth in Section 18(d)(xi).

"Construction Fund" shall have the meaning set forth in Section 13 of the Series Resolution.

"Construction Work" shall have the meaning set forth in Section 18(c).

"Consumer Price Index" see CPI.

"Contingent Obligation" shall have the meaning set forth in Section 8(I)(c).

"Contract" shall have the meaning set forth in Section 18(n).

"Contract Carriers" shall have the meaning set forth in Section 43(a).

"Contract Documents" shall have the meaning set forth in Section 18(d).

"Contractor" shall have the meaning set forth in Exhibit E and in Section 18(d).

"Control Tower" shall have the meaning set forth in Section 78(a).

"Control Tower Space" shall have the meaning set forth in Section 78(a).

"Conversion Date" shall mean the later to occur of the first day of the Quarter following the Quarter in which DBO occurs and the first day of the Quarter following the Quarter in which a Basic Lease Extension is entered into between the Port Authority and the City of New York.

"Cost of the Area 2 Work" shall have the meaning set forth in Section 18(j).

"Costs" shall have the meaning set forth in Section 42(b) and shall refer only to the use of such term in Section 42.

"Costs of the Condition Survey" shall have the meaning set forth in Section 40(a).

"CPI" or "Consumer Price Index" shall mean the Consumer Price Index for all Urban Consumers, New York-Northern New Jersey, Long Island, NY-NJ-CT (All Items unadjusted 1982-84=100),

published by the Bureau of Labor Statistics of the United States Department of Labor.

"CTA" *see* Central Terminal Area.

"CTA Ground Transportation Service" shall have the meaning set forth in Section 57(b).

"CTA Omnibus Service" shall have the meaning set forth in Section 57(b).

"CTA Supplementary Service" shall have the meaning set forth in Section 57(b).

"Current Ground Transportation Staging Area" shall have the meaning set forth in Section 18(s).

"Current Remediation" shall have the meaning set forth in Section 42(b).

"DBO" and "Date of Beneficial Occupancy" shall be the first to occur of the following:

(i) the issuance by the Port Authority of certificates provided for in Section 18 (j)(iii), covering all of the elements designated as required for DBO in Exhibit 1.1.; or

(ii) May 13, 2002.

"Debt Service" shall mean the amount payable with respect to the Passenger Terminal Bonds, including any amounts required to be paid or set aside for any amortization, payment at maturity, redemption (including redemption premium, if any) or retirement of the Passenger Terminal Bonds.

"Debt Service Fund" shall have the meaning set forth in Section 7(c) of the Series Resolution.

"Debt Service Payment Date" shall have the meaning set forth in Section 8(I)(b).

"DEC" and "New York State Department of Environmental Conservation" shall have the meanings set forth in Section 42(h).

"Default Available Cash" shall mean, during any period commencing on the date on which the Trustee gives the Trustee Election Notice to the Port Authority and ending on the date on which the Defaulted Payments and past due Facility Rental shall have been paid in full, all Gross Revenues received or controlled by the Trustee and available for the purpose of paying Defaulted Payments. During any period when the Trustee is required to expend Default Available Cash to cure defaults, it shall use the Default Available Cash to pay the following amounts (without duplication) in the following order of priority:

(i) First: The cost of the cure of any condition of the Premises which would threaten the life, safety or security of any of the tenants, occupants or invitees using the Premises or the operation of the Airport generally.

(ii) Second: Costs, including any such costs which are Permitted O&M Expenses, to keep the Premises open for business.

(iii) Third: on a pari passu basis: (A) The current Permitted O&M Expenses, and any past due Permitted O&M Expenses payable to the Port Authority; and (B) Current and past due Ground Rental and past due Building Rental.

(iv) Fourth: to any other Defaulted Payments due the Port Authority.

(v) Fifth: past due Permitted O&M Expenses not covered by clause (iii) above.

(vii) Sixth: any past due and current Facility Rental.

All remaining Default Available Cash, if any, shall be then available for the payment of Subordinated Fundings.

"Defaulted Payments" shall have the meaning set forth in Section 23(k).

"Deferred Amount" shall have the meaning set forth in Section 8(I)(d).

"Deferred Balance" shall have the meaning set forth in Section 8(I)(d).

"Deferred Balance Rental" shall have the meaning set forth in Section 8(I)(d).

"Deferred Building Rental" shall mean a Proratable Amount equal to per year (applied monthly in equal installments on the Effective Date and on each Monthly Funding Date thereafter) that shall accrue monthly as a Deferred Amount only during the period from the Effective Date until the earlier to occur of (i) DBO or (ii) the day prior to the fourth anniversary of the Effective Date.

"Deferred Compliance" shall have the meaning set forth in Section 25(g).

"Deferred Ground Rental" shall mean a Proratable Amount that shall accrue monthly as a Deferred Amount equal to the Base Rental Amount for each Annual Period applied in equal monthly installments on the Effective Date and on each Monthly Funding Date thereafter only for the period from the Effective Date until the earlier to occur of (i) DBO or (ii) the day prior to the fourth anniversary of the Effective Date.

"Deferred Port Authority Development Savings Refund" shall have the meaning set forth in Section 8(I)(d).

"Deferred Port Authority Transfer Participation" shall have the meaning set forth in Section 31(f).

"Deferred Port Authority Leveraged Leasing Distribution" shall have the meaning set forth in Section 8(I)(g).

"Deferred Second Additional Land Rental" shall have the meaning set forth in Section 8(I)(d).

"Deferred Third Additional Land Rental" shall have the meaning set forth in Section 8(I)(d).

"Design Capacity" shall have the meaning set forth in Section 45.

"Design Development Documents" shall have the meaning set forth in Section 18.

"Designated Affiliate" shall have the meaning set forth in Section 21.

"Designated Entity" shall have the meaning set forth in Section 31(a).

"Development Savings" shall have the meaning set forth in Section 8(I)(d).

"Development Savings Balance" shall have the meaning set forth in Section 8(I)(d).

"Development Savings Base Amount" shall have the meaning set forth in Section 8(I)(d).

"Dewatering Permit" shall have the meaning set forth in Section 42(f).

"Direct or Indirect Owner" shall have the meaning set forth in Section 31(a).

"Direct or Indirect Ownership" shall have the meaning set forth in Section 31(a).

"Directed Non-Compliance" shall have the meaning set forth in Section 14(d).

"Directly or Indirectly Own" shall have the meaning set forth in Section 31(a).

"Dispute Notice" shall have the meaning set forth in Section 61(a).

"Distribution Portion of the Underground Fuel System" shall have the meaning set forth in the General Airport Agreement.

"Economic Interest" shall have the meaning set forth in Section 31(c).

"Effective Date" shall have the meaning set forth in the first paragraph of this Agreement.

"Effective Period" shall have the meaning set forth in Section 78(a).

"Employee Parking" shall mean parking services on the Premises available to employees and tenants of the Lessee, on a monthly or other periodic basis, and not generally available to the traveling public.

"Employee Surface Carrier(s)" shall have the meaning set forth in Section 56(a).

"Employer Identification Number" shall have the meaning set forth in Exhibit E.

"Environmental Authorities" shall have the meaning set forth in Section 42(b).

"Environmental Cost Advance" shall have the meaning set forth in Section 42(b).

"Environmental Costs" shall have the meaning set forth in Section 42(b).

"Environmental Damages" shall mean any one or more of the following: (i) the presence on, about or under the Premises of any Hazardous Substance whether such presence occurred prior to or during the term of this Agreement or resulted from any act or omission of the Lessee or others, and/or (ii) the disposal, discharge, release or threatened release of any Hazardous Substance from the Premises and/or (iii) the presence of any Hazardous Substance on, about or under other property at the Airport as a result of the Lessee's use and occupancy of the Premises or a migration of a Hazardous Substance from the Premises, and/or (iv) any personal injury, including wrongful death, or property damage, arising out of or related to any Hazardous Substance described in (i), (ii) or (iii) above, and/or the violation of any Environmental Requirement pertaining to any Hazardous Substance described in (i), (ii) or (iii) above, the Premises and/or the activities thereon.

"Environmental Dewatering Costs" shall have the meaning set forth in Section 42(b).

"Environmental Dewatering Work" shall have the meaning set forth in Section 42(b).

"Environmental Facility" shall have the meaning set forth in Section 16(j).

"Environmental Productivity Costs" shall have the meaning set forth in Section 42(b).

"Environmental Productivity Work" shall have the meaning set forth in Section 42(b).

"Environmental Requirement" and "Environmental Requirements" shall mean all applicable present and future laws, statutes, enactments, resolutions, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans,

authorizations, concessions, franchises, requirements and similar items of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof and all applicable judicial, administrative, voluntary and regulatory decrees, judgments, orders and agreements relating to the protection of human health or the environment, the foregoing to include, without limitation:

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

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

"Environmental Work" shall have the meaning set forth in Section 42(b).

"Equal Employment Opportunity" or "EEO" shall have the meaning set forth in Exhibit E.

"Equity Capital Investment" shall have the meaning set forth in Section 8(I)(d).

"Equity Capital Investment Balance" shall have the meaning set forth in Section 8(I)(d).

"Equity Capital Investment Interest Rate" shall have the meaning set forth in Section 8(I)(d).

"Equity Capital Investment Post-DBO Funds" shall have the meaning set forth in Section 8(I)(d).

"Equity Capital Investment Pre-DBO Funds" shall have the meaning set forth in Section 8(I)(d).

"Event of Default" shall have the meaning set forth in Section 25(a).

"Excess Price" shall have the meaning set forth in Section 57(c).

"Exempt Sublease" shall have the meaning set forth in Section 5(c).

"Exempt Transfer" shall have the meaning set forth in Section 31(b).

"Existing Condition" shall have the meaning set forth in Section 42(b).

"Existing Occupancy Agreements" shall have the meaning set forth in Section 2(g).

"Existing Occupants" shall have the meaning set forth in Section 2(g).

"Expiration Date" shall have the meaning set forth in Section 3(b).

"Extended Mode" shall mean the portion of the Term from the Conversion Date to the end of the Term (not including any Additional Term).

"Extension Date" shall have the meaning set forth in Section 3(d).

"FAA" and "Federal Aviation Administration" shall mean The United States of America acting by and through the Federal Aviation Administration.

"FAA Agreement" shall have the meaning set forth in Section 78(a).

"Facilities Incidental to the Runways, Ramp and Apron Area, Aircraft Parking and Storage Area and Taxiways" shall mean facilities for the purpose of controlling or assisting arrivals, departures and operation of aircraft using the Airport, such as control towers, signals, beacons, wind indicators, flood lights, landing lights, boundary lights, obstruction lights, navigation lights, radio and electronic aids, or other aids to operation, navigation or ground control of aircraft, whether or not of a type hereinbefore enumerated, and even though located at sites away from the other Public Aircraft Facilities or outside the Airport.

"Facility Rental" shall have the meaning set forth in Section 8(I)(b).

"Facility Rental A" shall have the meaning set forth in Section 8(I)(b).

"Facility Rental B" shall have the meaning set forth in Section 8(I)(b).

"Fair Market Value" shall have the meaning set forth in Section 31(f).

"FAR" shall have the meaning set forth in Section 20.

"FAR 107" shall have the meaning set forth in Section 20(a).

"Federal Airport Aid" shall have the meaning set forth in Section 15.

"Federal Aviation Administration" *see* "FAA".

"Federal Inspection Service(s)" or "FIS Service(s)" shall mean agencies of the United States Government which inspect

air passengers and their baggage for immigration, customs, public health and other governmental purposes.

"Federal Inspection Services Premises" or "FIS Premises" shall have the meaning set forth in Section 76(b).

"Fifth Anniversary" shall have the meaning set forth in Section 8(I)(d).

"Final Date" shall have the meaning set forth in Section 18(j).

"Financing Arrangement" shall mean the transaction contemplated and described in Sections 22, 23 and 24 hereof.

"Financing Claims" shall have the meaning set forth in Section 22(e).

"First Additional Land Rental" shall have the meaning set forth in Section 8(I)(d).

"First Monthly Funding Date" shall mean the first day of the Month next following the Month in which the event with respect to which such First Monthly Funding Date occurs, except in the case where such event occurs on the first day of the Month, in which case the First Monthly Funding Date shall be such first day of the Month.

"FIS Facilities" shall have the meaning set forth in Section 45.

"Fixed Period" shall have the meaning set forth in Section 8(I)(e).

"Foreclosure" shall have the meaning set forth in Section 23(a).

"Foreclosure Purchaser" shall have the meaning set forth in Section 23(a).

"Future Assignment" shall have the meaning set forth in Section 23(a).

"Future Project" shall have the meaning set forth in Section 42(d).

"Future Work Remediation" shall have the meaning set forth in Section 42(d).

"Future Work Remediation Supplement" shall have the meaning set forth in Section 42(d).

"General Airport Agreement" shall mean those certain agreements each entitled "John F. Kennedy International Airport Airline Lease" dated as of January 1, 1953 (as the same have been extended, supplemented and amended) between the Port Authority and various airlines and which govern the rights, privilege, duties and obligations of and between the parties thereto with respect to the Airport.

"General Contractor" shall have the meaning set forth in Section 18(d).

"General Counsel" shall mean the person serving as General Counsel of the Port Authority.

"General Manager of the Airport" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the said General Manager by this Agreement; but until further notice from the Port Authority to the Lessee it shall mean the General Manager (or the temporary or acting General Manager) of the Airport for the time being, or his duly designated representative or representatives.

"GMC" shall have the meaning set forth in Section 18(n).

"Governmental Authority", "Governmental Board" and "Governmental Agency" shall each mean federal, state, municipal

and other governmental authorities, boards and agencies of any state, nation or government, except that they shall not be construed to include The Port Authority of New York and New Jersey, the lessor under this Agreement.

"Governmental Authorizations" shall have the meaning set forth in Section 14(b).

"Gross Proceeds" shall have the meaning set forth in Section 31(f).

"Gross Receipts" shall mean and include all monies paid (cash or credit, and, in case of sales on credit, whether or not payment is actually made) to a Person for sales or services made or rendered at or from the Premises including promotional payments by suppliers (but not including cash and credit card refunds to customers for merchandise returned or meals rejected), regardless of when or where the order therefor is received and outside the Premises, if the order therefor is received at the Premises. Furthermore, Gross Receipts shall mean and include any other revenues of any type arising out of or in connection with a Person's operations at the Premises, including, but not limited to, those revenues of a Person's agents or sublessees arising from any sales or services made or rendered at or from the Premises and outside the Premises, if the order therefor is received at the Premises, provided, however, that Gross Receipts shall not include:

(i) Any sales taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Person; or

(ii) Amounts and credits received in settlement of claims for loss of, or damage to, unsold merchandise; or

(iii) Amounts of gratuities and tips separately stated and collected, recorded and fully remitted to employees; or

(iv) Receipts from the sale or trade-in value of any furniture, fixture or equipment owned by the Person and used on the Premises in the ordinary course of business.

"Gross Revenues" shall mean all income and revenue actually received by the Lessee from any source of any nature or in any manner, including other amounts specifically provided for in this Agreement, excluding amounts received as Leveraged Leasing Revenues, Lessee Unrestricted Funds and any other amounts paid directly by the Lessee to any Designated Affiliate as permitted under this Agreement.

"Ground Carrier Permittees" shall have the meaning set forth in Section 56(b).

"Ground Rental" shall have the meaning set forth in Section 8(I)(a).

"Ground Transportation Operators" shall have the meaning set forth in Section 55(a).

"Guaranty" and "Guaranty by JFK International Air Terminal LC" shall mean the guaranty by JFK International Air Terminal LC to pay Debt Service on the Bonds, when due.

"Handled Airline" shall have the meaning set forth in Section 53(c).

"Handling Permittee" shall have the meaning set forth in Section 62(b).

"Handling Services" shall have the meaning set forth in Section 62(a).

"Hazardous Substance" and "Hazardous Substances" shall mean and include, without limitation, any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, inflammable, explosive or radioactive material, urea formaldehyde

foam insulation, asbestos, polychlorinated biphenyls ("PCBs"), chemicals known to cause cancer, endocrine disruption or reproductive toxicity, petroleum and petroleum products and other substances which have been and continue to be or in the future shall be declared to be hazardous or toxic, or the removal of which have been or in the future shall be required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling or ownership of which have been and continue to be or in the future shall be restricted, prohibited, regulated or penalized by any Environmental Requirement.

"Hot Water" shall have the meaning set forth in Section 52(a).

"IAT Percentage" shall have the meaning set forth in Section 31(f).

"IATA Standards" shall mean the technical service standards established from time to time by the International Air Transport Association or the successor thereto.

"Identified Persons" shall have the meaning set forth in Section 68(a).

Immediate Family Member" shall have the meaning set forth in Section 31(c).

"Independent Carriers" shall have the meaning set forth in Section 43(a).

"In-Flight Meals" as used in the air transportation industry and in this Agreement is a word of art and includes food, beverages, snacks, non-reusable supplies, materials, dry goods and all services rendered in connection therewith.

"Initial Deferred Balance" shall have the meaning set forth in Section 8(I)(d).

"Initial Existing Condition" shall have the meaning set forth in Section 42(a).

"Initial Facility Rental Savings Balance" shall have the meaning set forth in Section 8(I)(d).

"Initial Trustee Extension Period" shall have the meaning set forth in Section 23(g).

"Insurance" shall have the meaning set forth in Section 38(I)(f).

"Interim Terminal Operator" shall mean any Person selected by the Trustee and engaged under binding contract with the Trustee to operate and maintain the Premises at the cost and expense of the Trustee as provided in this Agreement, provided, however, any Interim Terminal Operator shall be subject to the prior approval of the Port Authority, such approval not to be unreasonably withheld, conditioned or delayed. In determining whether to issue such approval, the Port Authority shall only consider whether such Person has sufficient experience or personnel with sufficient experience in operating and maintaining airline passenger terminals on a basis consistent with the standards set forth in this Agreement, whether the scope of work of the engagement, including sufficiency of staffing levels, is reasonably appropriate and whether such Person has a reputation for honesty, integrity and reliability.

"It" shall have the meaning set forth in Section 31(d).

"Itinerant Aircraft" shall have the meaning set forth in Section 77(a).

"JFKIAT" shall mean JFK International Air Terminal LC.

"KIAC" shall have the meaning set forth in Section 52(a).

"Law" shall mean all applicable provisions of all (a) constitutions, treaties, statutes, laws (including common law), codes, rules, regulations, ordinances or orders of any Governmental Authority, (b) Governmental Authorizations and (c) orders, decisions, injunctions, judgments, awards and decrees of any Governmental Authority.

"LB JFK" shall have the meaning set forth in Section 31(b).

"LB MM" shall have the meaning set forth in Section 31(b).

"LB Non-MM" shall have the meaning set forth in Section 31(b).

"LCOR" shall have the meaning set forth in Section 31(a).

"LCOR JFK" shall have the meaning set forth in Section 31(b).

"Lease Assignment" shall have the meaning set forth in Section 23(a).

"Lease Extension Supplement" shall have the meaning set forth in Section 3(d).

"Leasehold Mortgage" shall mean the mortgage granted by the Lessee in accordance with the provisions of this Agreement in favor of the Trustee of the Lessee's leasehold interest hereunder.

"Lehman Group" shall have the meaning set forth in Section 60(g).

"Lelystad Interest" shall have the meaning set forth in Section 31(a).

"Lessee" shall mean the Lessee named in the heading of this Agreement and its successors and permitted assigns.

"Lessee Additional Funds" shall mean a Proratable Amount and Contingent Obligation to the Lessee equal to per year from DBO to the fifth anniversary of DBO, provided, however, that in the event the Lessee Additional Funds are not fully funded with respect to any Annual Period due to insufficient Available Cash Flow, the Lessee Additional Funds for the subsequent Annual Period (irrespective of whether such Annual period occurs, in part or in whole, after or prior to such fifth anniversary) shall be increased by the amount of any such unpaid Lessee Additional Funds.

"Lessee Contribution to Port Authority O&M Expense Rental" shall mean a Proratable Amount and Contingent Obligation for payment to the Port Authority equal to per year from the Effective Date to the third anniversary of the Effective Date.

"Lessee Development Savings Funds" shall have the meaning set forth in Section 8(I)(d).

"Lessee Handling Funds" shall mean a Contingent Obligation for each Quarter equal to the Port Authority Handling Fee actually paid for such Quarter.

"Lessee Interest" shall have the meaning set forth in Section 31(f).

"Lessee Residual Funds" shall have the meaning set forth in Section 8(I)(d).

"Lessee Retail Management Funds" shall be a Contingent Obligation for Lessee Unrestricted Funds equal to five percent (5%) applied to the net amount of the Lessee Retail Rentals less rentals and fees received by the Lessee from each Retail Sublessee under an agreement that was assigned to the Lessee on

the Effective Date for a period equal to the stated term of such assigned agreement.

"Lessee Retail Rentals" shall mean all revenues actually received by the Lessee from Retail Sublessees other than revenues related to common area maintenance, utilities, marketing or any pass-through charges.

"Lessee Terminal Management Funds" shall mean a Proratable Amount and Contingent Obligation for Lessee Unrestricted Funds equal to Two Million Five Hundred Thousand Dollars ($2,500,000) per year, adjusted as follows: on the first anniversary of the Effective Date and on the first day of every succeeding anniversary of the Effective Date, the Lessee Terminal Management Funds shall be increased from the amount in the previous year by the Annual CPI Percentage Increase.

"Lessee True-up Penalty Funds" shall have the meaning set forth in Section 8(I)(c).

"Lessee Unrestricted Funds" shall mean funds available in accordance with Section 8(c) of this Agreement to the Lessee for any purpose without restriction.

"Lessee's Act" shall have the meaning set forth in Section 42(a).

"Lessee's Basic Schedules" shall have the meaning set forth in Section 53(b).

"Lessee's Commencement Basic Schedules" shall have the meaning set forth in Section 53(a).

"Lessee's Incremental Costs of the Current Remediation" shall have the meaning set forth in Section 42(b).

"Lessee's Personal Property" shall have the meaning set forth in Section 49.

"Lessee's Rentals Additional Term Acceptance Notice" shall have the meaning set forth in Section 3(d).

"Lessee's Test Results" shall have the meaning set forth in Section 42(a).

"Level Payment Basis" shall mean, with respect to the amortization of an amount at a particular annual interest rate over an amortization period, a basis such that the amount so amortized (together with interest accruing on such amount on an Annual Basis) will be repaid in full over the amortization period in equal installments of both principal and interest.

"Leveraged Leasing Revenues" shall mean any revenues realized from a leveraged leasing transaction involving a leasehold interest of the Premises or any part thereof.

"LIC" shall have the meaning set forth in Section 31(a).

"Light Rail System" or "LRS" shall have the meaning set forth in Section 58.

"Lock Box Period" shall have the meaning set forth in Section 23(a).

"LRS" see Light Rail System.

"LRS Construction Documents" shall have the meaning set forth in Section 18(a).

"LRS Contract" shall have the meaning set forth in Section 18(s).

"LRS Contractor" shall have the meaning set forth in Section 18(s).

"LRS Contractor's Commencement Date" shall have the meaning set forth in Section 18(s).

"LRS Contractor's Work" shall have the meaning set forth in Section 18(s).

"LRS Easement" shall have the meaning set forth in Section 2(f).

"LRS Relocated Utilities" shall have the meaning set forth in Section 18(s).

"LRS Right of Way" shall have the meaning set forth in Section 58(b).

"LRS Work" shall have the meaning set forth in Section 18(s).

"LRS Work Completion Date" shall have the meaning set forth in Section 18(s).

"Major Maintenance and Renewal Fund" shall have the meaning set forth in the Trust Administration Agreement.

"Mark-up" shall have the meaning set forth in Section 18(m).

"Material Part" shall have the meaning set forth in Section 34(a).

"Matter" shall have the meaning set forth in Section 18.

"Meaningful Participation" shall have the meaning set forth in Exhibit E.

"Merged Entity" shall have the meaning set forth in Section 31(f).

"Metro Area" shall have the meaning set forth in Section 44(f).

"Minority" shall have the meaning set forth in Exhibit E.

"Minority Business Enterprise" or MBE shall have the meaning set forth in Exhibit E.

"Mobile Lounge(s)" shall have the meaning set forth in Section 49(b).

"Month" shall mean a calendar month.

"Monthly Funding Date" shall mean the first day of each Month during the Term, provided that references to "the Monthly Funding Date" shall include the First Monthly Funding Date where applicable.

"New Airport Roads and Parking Improvements Work" shall have the meaning set forth in Section 18(b).

"New Completion Date Agreement Supplement" shall have the meaning set forth in Section 42(b).

"New Lease" shall have the meaning set forth in Section 23(h).

"New Lessee" shall have the meaning set forth in Section 23(h).

"New York City Code" shall have the meaning set forth in Section 14(d).

"North American" shall have the meaning set forth in Section 31(c).

"Notice of Default" shall have the meaning set forth in Section 25(a).

"Notice of Intention to Terminate" shall have the meaning set forth in Section 25(b).

"Notice of Termination" shall have the meaning set forth in Section 25(a).

"Occasional Arrivals" shall have the meaning set forth in Section 43(a).

"Off-Premises Roadway Work" shall have the meaning set forth in Section 18(b).

"On-Premises Work" shall have the meaning set forth in Section 18.

"Operations and Maintenance Expense Fund" shall have the meaning set forth in the Trust Administration Agreement.

"Operating Equipment Items" shall have the meaning set forth in Section 49(b).

"OSHA Compliance Costs" shall have the meaning set forth in Section 42(b).

"OSHA Compliance Work" shall have the meaning set forth in Section 42(b).

"Ownership Requirements" shall have the meaning set forth in Section 31(a).

"Packages" shall have the meaning set forth in Section 18(g).

"Participants" shall have the meaning set forth in Section 57(d).

"Passenger Handling Services" shall have the meaning set forth in Section 62(a).

"Passenger Surface Carrier or Carriers" shall have the meaning set forth in Section 56(d).

"Passenger Terminal Bonds" shall mean individually and collectively each series of bonds established and authorized to be issued by the Special Project Bond Series Resolution.

"Passenger Terminal Facility" shall have the meaning set forth in Section 18(a).

"Paying Agent" shall mean the person or entity appointed by the Port Authority to act as "Paying Agent" in connection with the Passenger Terminal Bonds.

"Paying Agent's Agreement" shall mean the separate agreement appointing the Paying Agent and specifying the rights, responsibilities and duties of such appointee in accordance with the Resolutions. The Lessee shall advise the Port Authority of an acceptable bank or trust company which meets the qualifications to act as Paying Agent, as set forth in the Resolutions.

"Peak" and "Off Peak" shall have the meanings set forth in Section 43(a).

"Peak Day(s)" shall have the meaning set forth in Section 76(c).

"Peak Hours Period" shall have the meaning set forth in Section 76(c).

"Percentage Concessionaire" shall mean any Retail Sublessee, Handling Permittee or other Person operating at the Premises obligated to pay fees or other charges to the Lessee based in whole or in part on such Person's Gross Receipts.

"Period of Underutilization" shall have the meaning set forth in Section 53(c).

"Permanent Interest" shall have the meaning set forth in Section 34(a).

"Permitted O&M Expenses" or "Permitted Operating and Maintenance Expenses" shall have the meaning set forth in Exhibit 8.1.

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

"Personal Property Security Interest" shall mean the security interest granted by the Lessee to the Port Authority, and mortgaged and assigned by the Port Authority in favor of the Trustee, in certain items of personal property of the Lessee described therein.

"Port Authority" shall mean the Port Authority of New York and New Jersey and its successors and permitted assigns hereunder.

"Port Authority Assignment of Rents" means that certain Assignment of Rents, dated as of the Effective Date, by and between the Port Authority, as assignor and the Trustee, as assignee, relating to the Trust Indenture and the Trust Estate.

"Port Authority Bond Expenses" shall mean: all fees, costs and expenses incurred by the Port Authority for, relating to or in connection with the activities of the Port Authority relating in any way to the Financing Arrangement incurred from time to time during the Term which shall consist of the following: (1) the fees and disbursements of the Port Authority Law Department, special counsel, if any, retained by the Port Authority and of any other counsel retained by such special counsel on behalf of the Port Authority for their services rendered in connection with the Financing Arrangement, (2) all printing costs and expenses in connection with the Financing Arrangement, (3) all stamp and other taxes, if any, including any interest, penalties, fees, costs and other charges thereon, payable in connection with the Financing Arrangement, (4) all

costs of filing, registering or recording of any instruments, (5) all payments made by the Port Authority to the Trustee, the Paying Agent and the Registrar, if any, in accordance with the Trust Indenture, the Paying Agent's Agreement, the Registrar's Agreement, if any, and the Resolutions, (6) any other direct costs of the Port Authority charged under the Port Authority's accounting practices with respect to the Financing Arrangement, (7) any and all costs, expenses or other charges of the types set forth in items (1) through (6) hereof for and in connection with any modification or amendment, waiver, consent or other action that may be taken affecting the Financing Arrangement, and (8) all costs and expenses attributable to, and any payments to be made to, the United States of America under Section 148(f) of the Code, as such Section and regulations may be applicable to the Passenger Terminal Bonds. The Port Authority shall render an invoice to the Lessee with respect to the foregoing specifying the charges by category and including supporting detail for all expenditures incurred subsequent to the payment provided for in Section 22(d).

"Port Authority Consumer Service Concession Fee" shall mean a Contingent Obligation for payment to the Port Authority equal to twenty percent (20%) of the Lessee Retail Rentals from Retail Sublessees engaged in food and beverage sales at the Premises and fifty percent (50%) of the Lessee Retail Rentals from Retail Sublessees engaged in sales of other items.

"Port Authority Development Savings Distribution" shall have the meaning set forth in Section 8(I)(d).

"Port Authority Development Savings Refund" shall mean a Deferred Amount determined for each Annual Period in 2015 Mode equal to one-half of the sum of any Port Authority Development Savings Distribution in such Annual Period.

"Port Authority Financing Consent and Agreement" means that certain Port Authority Financing Consent and Agreement, dated as of the date hereof, by and among the Lessee, the

Trustee, MBIA Insurance Corporation and the Port Authority and entered into pursuant to Section 23.

"Port Authority Handling Fee" shall mean a Contingent Obligation for payment to the Port Authority equal to the lesser of (a) the amount agreed to by the Port Authority and any Person in respect of handling activities on the Premises and (b) the revenues actually received by the Lessee from such Person in respect of such activities.

"Port Authority Parking Concession Rental" shall mean a Contingent Obligation for payment to the Port Authority of an amount equal to the sum of (x) twenty percent (20%) of the Gross Receipts received by the Lessee, or by any contractor of the Lessee, from a sublessee in respect of Employee Parking on the Premises and (y) with respect to other parking service, as agreed upon between the parties hereto.

"Port Authority Ramp Control Tower Rental" shall mean a Proratable Amount and Contingent Obligation payable to the Port Authority equal to
per year commencing at the Effective Date and continuing until December 31, 2015.

"Port Authority Residual Rental" shall have the meaning set forth in Section 8(I)(d).

"Port Authority Rules and Regulations" shall have the meaning set forth in Section 13(a).

"Port Authority Transfer Participation" shall have the meaning set forth in Section 31(f).

"Port Authority True-up Penalty Distribution" shall have the meaning set forth in Section 8(I)(c).

"Port of New York District" shall have the meaning set forth in Article II of the Compact.

"Post-DBO Period" shall mean the period from DBO through and including the last day of the Term.

"Post-DBO Residual Cash Flow" shall have the meaning set forth in Section 8(I)(d).

"Pre-DBO Period" shall mean the period from the Effective Date through and including the day preceding DBO.

"Pre-DBO Residual Cash Flow" shall have the meaning set forth in Section 8(b).

"Premises" shall have the meaning set forth in Section 2(a).

"Prior Occupancy Agreements"" shall have the meaning set forth in Section 2(g).

"Prior Occupants" shall have the meaning set forth in Section 2(g).

"Priority Level" shall have the meaning set forth in Section 8(I)(c).

"Program Management Plan" shall have the meaning set forth in Section 18(p).

"Program Manager" shall have the meaning set forth in Section 18(d).

"Project" shall mean the buildings, structures and other improvements in connection with a passenger terminal to be located at the John F. Kennedy International Airport and covered by this Agreement, including the equipment permanently affixed thereto or permanently located therein, including, but not limited to, electrical, plumbing, sprinkler, fire protection and fire alarm, heating, steam, sewage, drainage, refrigerating, communications, gas and other systems, and their pipes, wires, mains, lines, tubes, conduits, equipment and fixtures, and all

paving, drains, culverts, ditches and catch basins, located or to be located or constructed or to be constructed in connection with this Agreement by or on behalf of the Lessee, or necessary or convenient in connection therewith, and any future expansions thereof, the costs of which, including, without limitation, any fees, costs or reserves related to the financing, construction or installation thereof or in connection with the issuance of the Passenger Terminal Bonds, are to be financed through the issuance of the Passenger Terminal Bonds.

"Project Accountants" shall have the meaning set forth in Section 60(j).

"Project Costs" shall mean the costs for or in connection with the Project, including without limitation, all fees, costs or reserves related to the financing, refinancing, construction, installation or future expansion of the Project or in connection with the issuance of the Passenger Terminal Bonds.

"Project Engineer" shall have the meaning set forth in Section 18(d).

"Project Operations" shall mean the operation, servicing, cleaning, security, maintenance, repair and administration of the Premises, the Control Tower Space, Parcel Z (if the same is made available to the Lessee by the Port Authority) and areas adjacent to the Premises for which the Lessee has maintenance or other responsibilities under this Agreement or on any other basis as well as all activities in connection therewith, including, without limitation, site inspections, relations with employees, labor, tenants, any Governmental Authority, the Port Authority or the public, collection and payment of bills, maintenance of accounts, payroll administration, taxes (to the extent provided in I(k) 8.1 of Exhibit 8.1) and administration and negotiation of contracts.

"Proratable Amount" shall mean a rental, fee, charge, payment or funded amount (including deferred amounts and payments) which is fixed over some period of time and, when due

for less than such period of time, shall be treated on a pro rata basis in accordance with Section 8(I)(e).

"Public Aircraft Facilities" shall mean the following facilities, as they may from time to time be provided and maintained by the Port Authority at the Airport for public and common use, including use by Civil Aircraft Operators, for the following purposes and which (except by reason of force majeure as provided in the General Airport Agreement) are usable for such purposes:

(i) Public Aircraft Parking and Storage Area; and

(ii) Public Ramp and Apron Area; and

(iii) Runways; and

(iv) Taxiways; and

(v) Facilities Incidental to the Runways, Ramp and Apron Area, Aircraft Parking and Storage Area and Taxiways.

"Public Aircraft Parking and Storage Space" shall mean areas at the Airport for public and common use for the purpose of parking and storing aircraft, for the purpose of servicing aircraft with fuel and lubricants and other supplies for use thereon, and for the purpose of making minor or emergency repairs to aircraft.

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

"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 common use for the

loading or unloading of passengers or cargo to or from aircraft using the Public Landing Area.

"Purchaser" shall have the meaning set forth in Section 24(h).

"Purchaser's Acquisition Cost Return" shall have the meaning set forth in Section 24(h).

"QF Status" shall have the meaning set forth in Section 52(b).

"Qualified Terminal Operator" shall be any Person selected by the Trustee to be a successor to or assignee of the Lessee under this Agreement, provided, however, any Qualified Terminal Operator shall be subject to the prior approval of the Port Authority, such approval not to be unreasonably withheld, conditioned or delayed. In determining whether to issue such approval, the Port Authority shall only consider whether such Person has: (i) sufficient experience or personnel with sufficient experience in operating and maintaining airline passenger terminals on a basis consistent with the standards set forth in this Agreement, (ii) a reputation for honesty, integrity and reliability and (iii) the financial capability to operate and maintain the Premises on a basis consistent with the standards set forth in this Agreement, with such Person being deemed to have such requisite financial capability if such Person has or is projected to have sufficient capital (or access to capital), whether by virtue of cash on hand, sponsor support commitments, projected revenues, any combination thereof, or otherwise, to meet all of such Person's operations and maintenance expenses and obligations to make rental and other payments to the Port Authority in respect of the Premises for the one (1) year period following the date on which such Person would become a Qualified Terminal Operator; provided that, at the election of the Trustee the ability to pay Facility Rental shall not be taken into account for purposes of this clause (iii).

"Quarter" shall mean, for each Annual Period, the respective periods (i) from January 1 to March 31; (ii) from April 1 to June 30; (iii) from July 1 to September 30; and (iv) from October 1 to December 31.

"Quarterly Funding Date" shall have the meaning set forth in Section 8(I)(c).

"Quarterly Fundings" shall have the meaning set forth in Section 8(I)(c).

"Ramp Services" shall have the meaning set forth in Section 62(a).

"Records" shall have the meaning set forth in Section 60(a).

"Recordkeeping Person" shall have the meaning set forth in Section 60(a).

"Reference Month" shall have the meaning set forth in Section 78(g).

"Registrar" shall mean the person or entity appointed by the Port Authority to act as "Registrar" in connection with the Passenger Terminal Bonds and the term "Registrar's Agreement" shall mean the separate agreement appointing the Registrar and specifying the rights, responsibilities and duties of such appointee in accordance with the Resolutions. The Lessee shall advise the Port Authority of an acceptable bank or trust company which meets the qualifications to act as Registrar, as set forth in the Resolutions.

"Relocation Work" shall have the meaning set forth in Section 18(j).

"Remediation Completion Date" shall have the meaning set forth in Section 42(b).

"Remediation Completion Report" shall have the meaning set forth in Section 42(b).

"Replacement Financing Party" shall have the meaning set forth in Section 23(a).

"Replacement Leasehold Mortgage" shall have the meaning set forth in Section 23(a).

"Report Date" shall have the meaning set forth in Section 40(a).

"Requesting Airline" shall have the meaning set forth in Section 54(a).

"Reserve Amounts" shall mean the amounts required to be deposited pursuant to Sections 6(B)(4), 6(B)(5), 6(B)(6) and 6(B)(7) of Appendix A to the Trust Administration Agreement.

"Reserved Uses" shall have the meaning set forth in Section 44(d).

"Resident Engineer" shall mean the person designated as the Resident Engineer at the Airport by the Chief Engineer of the Port Authority.

"Resolutions" shall mean collectively the Special Project Bond Resolution and the Special Project Bond Series Resolution.

"Retail Sublease" shall have the meaning set forth in Section 44(b).

"Retail Sublessee" shall have the meaning set forth in Section 5(b).

"Revenue Seats Daily Average for the Premises" shall have the meaning set forth in Section 53(a).

"Runways" (including approaches thereto) shall mean the portion of the Airport used for the purpose of the landing and taking off of aircraft.

"Savings" shall have the meaning set forth in Section 18.

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

"Scheduled and Commuter Aircraft Operators" shall have the meaning set forth in Section 53(c).

"Schiphol" shall have the meaning set forth in Section 31(a).

"Schiphol Pledge" shall have the meaning set forth in Section 31(d).

"Second Additional Land Rental" shall have the meaning set forth in Section 8(I)(d).

"Second Additional Land Rental Balance" shall have the meaning set forth in Section 8(I)(d).

"Second Extension Period" shall have the meaning set forth in Section 23(f).

"Section 7101 Action" shall have the meaning set forth in Section 25(b).

"Security Documents" shall mean the Trust Indenture, the Trust Administration Agreement, the Leasehold Mortgage, the Personal Property Security Interest, the Assignment of Leases and Rents, the Port Authority Assignment of Rents, the Assignment of Contracts, the Guaranty, the Lease Assignment, and the Port Authority Financing Consent and Agreement (and any and all other instruments, agreements and documents given to secure obligations arising in connection with the Bonds, which are designated as Security Documents therein) each as the same may be amended, supplemented, consolidated, replaced, extended, renewed or otherwise modified from time to time.

"Security Plan" shall have the meaning set forth in Section 20(a).

"Semi-Annual Funding Date" shall have the meaning set forth in Section 8(I)(b).

"Series Resolution" *see* "Special Project Bond Series Resolution."

"Signatory Carriers" shall have the meaning set forth in Section 43(a).

"Site" is the area shown in stipple on Exhibit 18.1 of this Agreement.

"SMS" shall have the meaning set forth in Section 31(a).

"Special Project Bond Rate" shall be a percentage rate equal to 6.224741% applied on an Annual Basis.

"Special Project Bond Resolution" shall mean the resolution of the Port Authority adopted on June 9, 1983, authorizing an issue of Special Project Bonds including any amendments, modifications or supplements thereto.

"Special Project Bonds" shall mean bonds of the issue established by the Special Project Bond Resolution.

"Special Project Bond Series Resolution" or "Series Resolution" shall mean the resolution of the Port Authority adopted on October 17, 1996, establishing and authorizing the issuance of the Passenger Terminal Bonds, including any amendments, modifications or supplements thereto.

"Staging Area" shall have the meaning set forth in Exhibit 18.10.

"Staging Area Termination Date" shall have the meaning set forth in Section 18(c).

"Strategic Transfer" shall have the meaning set forth in Section 31(f).

"Street Prices" or "Street Pricing" shall have the meaning set forth in Section 44(b).

"Sublease" shall mean any sublease, license or other agreement entered into by the Lessee with any party other than the Port Authority for the use or occupancy of, or the providing of services to the public at, the Premises or any part thereof, and "Sublessee" shall mean any such party to a Sublease.

"Sublessee" shall have the meaning set forth above in the definition of "Sublease".

"Submissions" shall have the meaning set forth in Section 57(c).

"Subordinated Debt Service" shall mean a Contingent Obligation in an amount equal to debt service due each Quarter with respect to third-party debt incurred by the Lessee to finance scope changes, costs in excess of GMC, capital improvements after the Completion Date, working capital and other costs of a capital nature; provided, however, that the Lessee

shall not have outstanding an aggregate amount of such debt in any Annual Period in excess of through the year 2005, for the years 2006 through 2015 and $25,000,000 for each Annual Period thereafter without obtaining prior Port Authority approval and provided, further, that, subject to the above limitations, the aggregate amount of debt incurred for working capital shall in no event exceed $5,000,000 as increased annually from the Effective Date at the Annual CPI Percentage Increase. In the event the Subordinated Debt Service is not fully paid due to insufficient Available Net Cash Flow during any Annual Period, the Contingent Obligation for Subordinated Debt Service for the remainder of the Term may be adjusted according to the terms of the third-party financing arrangement.

"Subordinated Funding" shall have the meaning set forth in Section 8(I)(c).

"Subordinated Management Funds" shall mean a Proratable Amount and Contingent Obligation for Lessee Unrestricted Funds equal to per year.

"Subordinated Management Refund" shall mean a Deferred Amount accruing in each Annual Period equal to any Subordinated Management Funds actually made available to the Lessee as Lessee Unrestricted Funds in the period from the Effective Date until DBO.

"Substantial Part" shall have the meaning set forth in Section 78(a).

"Subuse Accountant" shall have the meaning set forth in Section 60(k).

"Summary Basis of Design" shall have the meaning set forth in Section 18.

"SUSA" shall have the meaning set forth in Section 31(a).

"Taking" shall have the meaning set forth in Section 34(b).

"Tax Obligations" shall have the meaning set forth in Section 22(e).

"Taxi Dispatcher" shall have the meaning set forth in Section 59(b).

"Taxi Dispatcher Period" or "TDP" shall have the meaning set forth in Section 59(b).

"Taxilane" shall mean portions of premises at the Airport which are leased to third parties and which are designated for the taxiing of aircraft of Aircraft Operators using such premises or in instances where such taxi lanes are so designated, are for use in common by such Aircraft operators and by Aircraft Operators using premises adjacent thereto.

"Taxiways" shall mean the portion of the Airport used for the purpose of the ground movement of aircraft to, from and between the Runways, the Public Ramp and Apron Area, the Public Aircraft Parking and Storage Area and other portions of the Airport (not including, however, any taxi lanes, the exclusive use of which is granted to the Lessee or any other Person by lease, permit or otherwise).

"10% Owner" shall have the meaning set forth in Section 31(d).

"Tenant Alteration Application" shall have the meaning set forth in Section 19(a).

"Temporary Ground Transportation Staging Area" shall have the meaning set forth in Section 18(s).

"Temporary Interest" shall have the meaning set forth in Section 34(a).

"Term" shall have the meaning set forth in Section 3(a).

"Terminal FIS Premises" shall have the meaning set forth in Section 76(b).

"Terminal Five" shall have the meaning set forth in Section 2(e).

"Terminal Three" shall have the meaning set forth in Section 2(d).

"Terminal Maintenance" shall have the meaning set forth in Section 36(b).

"Testing Deadline" shall have the meaning set forth in Section 42(a).

"Thermal Distribution System" and "TDS" shall have the meaning set forth in Section 52(a).

"Third Additional Land Rental" shall have the meaning set forth in Section 8(I)(d).

"Third Additional Land Rental Balance" shall have the meaning set forth in Section 8(I)(d).

"Third Party" shall have the meaning set forth in Section 31(c).

"Total Revenue Seats" shall have the meaning set forth in Section 53(f).

"Tower Utilities" shall have the meaning set forth in Section 78(a).

"Transfer" shall have the meaning set forth in Section 31(b).

"Trigger Event" shall have the meaning set forth in Section 22(f).

"True-up Date" shall have the meaning set forth in Section 8(I)(c).

"True-up Deduction" shall have the meaning set forth in Section 8(I)(c).

"True-up Fundings" shall have the meaning set forth in Section 8(I)(c).

"Trust Administration Agreement" shall mean the separate agreement between the Trustee and the Lessee, with respect to the use, investment and disposition of the proceeds of, and other actions to be taken in connection with, the Passenger Terminal Bonds.

"Trust Estate" shall have the meaning set forth in the Special Project Bond Series Resolution.

"Trust Indenture" shall mean the separate agreement between the Trustee and the Port Authority specifying the rights, responsibilities and duties of the Trustee and providing for the mortgage, pledge and assignment by the Port Authority of the Trust Estate.

"Trustee" shall mean the single trustee, fiduciary or other representative of the Bondholders appointed by the Port Authority from time to time in conformity with the Resolutions to serve as Trustee under the Trust Indenture. The Trustee shall represent and act for and on behalf of the Bondholders in connection with the Passenger Terminal Bonds, the Leasehold Mortgage, the Personal Property Security Interest, the Trust Indenture, the Trust Administration Agreement and the other Security Documents. The rights of the Trustee in this respect and in all other respects shall be in addition to and not in substitution of any and all rights which would otherwise inure to the Bondholders. Whenever the Trustee takes or purports to take

action of any kind pursuant to or under the Passenger Terminal Bonds, this Agreement, the Trust Indenture, the Trust Administration Agreement, the Resolutions, the Leasehold Mortgage, the Personal Property Security Interest, the Guaranty or any of the other Security Documents, the Port Authority may rely upon the action taken by the Trustee without obtaining evidence of the authority of the Trustee to so act or evidence of consent of the Bondholders. The Lessee shall advise the Port Authority of an acceptable bank or trust company which meets the qualifications to act as Trustee, as set forth in the Resolutions.

"Trustee Election Notice" shall have the meaning set forth in Section 23(g).

"Trustee Extension Notice" shall have the meaning set forth in Section 23(g).

"Trustee Notice" shall have the meaning set forth in Section 23(g).

"2015 Mode" shall mean the portion of the Term from the Effective Date to the earlier of (i) the end of such Term or (ii) the day prior to Conversion Date.

"2015 Mode Port Authority Leveraged Leasing Distribution" shall have the meaning set forth in Section 8(I)(g).

"Unamortized Capital Investment" shall mean the Project Cost plus the principal portion of the Equity Capital Investment as such amount is established as of the Effective Date, less (x) any amounts paid to the Lessee as repayment of the principal portion of the Equity Capital Investment as such amount is established as of the Effective Date and (y) any amounts paid to the holders of the Passenger Terminal Bonds as payments of principal In addition, the Unamortized Capital Investment shall include, if any Passenger Terminal Bonds are redeemed in connection with the payment of same, the costs of redeeming

outstanding Passenger Terminal Bonds including, without limitation, the outstanding aggregate principal balance thereof and any accrued interest and redemption penalties or fees thereon. Notwithstanding any portion of the foregoing definition to the contrary, in no event shall the Unamortized Capital Investment be an amount less than the then outstanding principal portion of the Passenger Terminal Bonds.

"Underground Fuel System" shall have the meaning set forth in Section 4.021 of the General Airport Agreement.

"Utility Charge" shall have the meaning set forth in Section 78(a).

"Utility Restoration" shall have the meaning set forth in Section 35(b).

"Utility Servicing" shall have the meaning set forth in Section 35(b).

"Utility Systems" shall have the meaning set forth in Section 35(b).

"Women-owned Business Enterprise" or "WBE" shall have the meaning set forth in Exhibit E.

Section 2. Letting

(a) The Port Authority hereby lets to the Lessee and the Lessee hereby hires and takes the land shown in stipple and stipple diagonal hatching on the sketch and data table marked "Exhibit 2.1 (3 pages)" together with all buildings, structures and other improvements located or to be located or to be constructed therein, thereon or thereunder and the equipment permanently affixed or permanently located therein, such as electrical, plumbing, sprinkler fire protection and fire alarm, heating, steam, sewage, drainage, cooling, refrigerating, telephone and other communications, gas and other systems, and their pipes,

wires, mains, lines, tubes, conduits, equipment and fixtures and all paving, drains, culverts, ditches and catch basins (all of the foregoing, the "Premises"). The Premises shall not include Utility Systems or portions of the Underground Fuel System not exclusively serving the Premises.

(b) The parties acknowledge that the Premises constitute nonresidential real property.

(c) Subject only to the appropriate written concurrence of the tenants or users as set forth below in this paragraph (d), the strip of land lying along and within the westerly boundary line of the Premises as shown in stipple and diagonal hatch and designated Area No. 2 on Exhibit 2.1 (Page 2 of 3), together with the corresponding contiguous strip of land lying along and within the easterly boundary of space forming a part of the areas collectively known as Terminal Three and immediately abutting the westerly side of the Premises (which strip is shown in crosshatch and designated Area No. 1 on Exhibit 2.1 (Page 2 of 3)) shall be subject to a joint and mutual easement for a taxiway to be used jointly by the Lessee and the tenants, occupants and permittees of Terminal Three or by any successors in interest of the Lessee or said Persons or sublessees or other occupants or the Lessee or said Persons or sublessees or other occupants or users who, pursuant to Port Authority permission, may occupy or use the Premises or Terminal Three and such right of easement for such taxiway purposes shall continue during the effective periods of the respective agreements covering or which may cover the same.

(d) Subject only to the appropriate written concurrence of the tenants or users as set forth below in this paragraph (e), the strip of land lying along and within the northerly boundary line of the Premises as shown in stipple and diagonal hatch and designated Area No. 3 on Exhibit 2.1 (Page 2 of 3), together with the corresponding contiguous strip of land lying along and within the southerly boundary of space of Terminal Five and immediately abutting the southerly side of the Premises (which strip is shown in crosshatch and designated Area No. 4) on Exhibit 2.1 (Page 2 of 3) shall be subject to a joint and mutual easement for a

taxiway to be used jointly by the Lessee and tenants and users of Terminal Five or by any successors in interest of either or any of them or other sublessees or others occupants or users who, pursuant to Port Authority permission, may occupy or use the Premises or Terminal Five and such rights of easement for such taxiway purposes shall continue during the effective period of the respective agreements covering the same.

(e) Except to the extent required for the performance of any of the obligations of the Lessee hereunder nothing contained in this Agreement shall grant to the Lessee any rights whatsoever in the air space above the Premises in excess of the height elevation limitations described in Exhibit 2.2 "Height Elevation Limitation".

(f) The Port Authority hereby reserves (i) an easement to use the portions of the Premises (shown in crosshatch on Exhibit 2.3 (Page 1 of 7) and shown in bold lines on Exhibit 2.3 (Pages 2 through 7) for the construction, operation and maintenance of a portion of the LRS and the supporting structure of said portion of the LRS (the "LRS Easement").

(g) The Lessee acknowledges that the Premises are occupied by the Persons listed in Exhibit 2.4 (the "Existing Occupants") under the existing leases, permits and operating agreements with the Port Authority as listed in Exhibit 2.4 (the "Existing Occupancy Agreements"). The Port Authority hereby assigns (except to the extent the same cover services or activities the Lessee is unable to provide because it is not the Airport Operator) the Existing Occupancy Agreements to the Lessee as designated in Exhibit 2.4. The parties acknowledge that the occupancy agreements (the "Prior Occupancy Agreements") listed on Exhibit 2.5 were terminated by mutual agreement between the Port Authority and the respective parties (the "Prior Occupants") thereto or otherwise immediately prior to the Effective Date.

(h) The Port Authority and the Lessee each agree that payments invoiced to, due from and received from Existing Occupants and Prior Occupants as rentals or charges for a payment

period under an Existing Occupancy Agreement or a Prior Occupancy Agreement which is both before and after the Effective Date or payments of such rentals, fees and charges reported, or otherwise designated, by an Existing Occupant or a Prior Occupant as covering such period, shall be credited by the recipient to the other party on a pro rata basis, based on the actual amounts due prior to or subsequent to, as the case may be, the Effective Date compared to amounts due for the whole payment period. In computing amounts due under the previous sentence, (i) fixed rentals or other payments for the use of space and gross receipts payments shall be prorated based on the ratio the number of days (x) prior to the Effective Date or (y) after and including the Effective Date, bears in each case to the number of days in the payment period during which the Effective Date occurs and (ii) payments based on airline flight or passenger volume shall be based on the actual experienced volumes on the days of occurrence.

(i) The Premises are let to the Lessee and the Lessee takes the same subject to all the following: (i) easements, restrictions, reservations, covenants and agreements, if any, to which the Premises may be subject, and rights of the public in and to any public street; (ii) rights, if any, of any enterprise, public or private which is engaged in furnishing heating, cooling, lighting, power, telegraph, telephone, steam, or transportation services and of the City and State of New York; (iii) permits, licenses, regulations and restrictions, if any, of the United States, the City of New York or State of New York, or other Governmental Authority.

(j) The Lessee acknowledges that it has not relied upon any representation or statement of the Port Authority or its Commissioners, officers, employees or agents as to the physical condition of the Premises or the suitability thereof for the operations permitted on the Premises by this Agreement. The Lessee shall take possession of the Premises in the condition they are in as of the Effective Date except as otherwise expressly provided in Section 42 of this Agreement.

Section 3. Term

(a) The term of the letting under this Agreement (the "Term") shall commence on the Effective Date.

(b) Unless sooner terminated, the Term shall expire on the first to occur of (i) the later of (x) December 31, 2025 and (y) the date which is twenty-five (25) years after DBO and(ii) the later of (x) December 30, 2015 and(y) the day prior to the expiration date of any Basic Lease Extension. On any specific date, the Term shall be the period from the Effective Date to the then effective expiration date (the "Expiration Date.")

(c) Nothing in this Agreement shall impose or be deemed to impose any obligation, duty, responsibility or liability whatsoever on the Port Authority to enter into any Basic Lease Extension or to enter into, hold or continue any discussions or negotiations with the City of New York or any other Person with respect thereto or with respect to any extension of the Basic Lease or any agreement of lease, sale or other transfer of the Airport. The Port Authority shall have full, complete and sole right and discretion to discuss, negotiate and enter into or not enter into any agreement with the City of New York for the extension of the term of the Basic Lease or for any agreement of lease, sale or other transfer of the Airport and as to any and all of the terms and conditions of any such extension or other agreement, and neither this Section nor anything contained herein shall or shall be deemed to impair, limit or affect the said right and discretion of the Port Authority. The Lessee hereby expressly understands, acknowledges, agrees and accepts that the Port Authority hereby makes no promises, representations, warranties, assurances, agreements or commitments of any kind whatsoever that it will undertake or enter into any discussions, negotiations, or agreements with the City of New York or any other Person or entity with respect to the extension of the Basic Lease or with respect to any agreement of lease, sale or any other transfer of the Airport.

(d) If at any time pursuant to paragraph (b) above the Expiration Date is scheduled to occur on or after twenty-five (25) years after DBO (the "Base Term Expiration Date") and a Basic Lease Extension is in effect with an expiration date on or after the thirtieth (30th) anniversary of the Date of Beneficial Occupancy, the Lessee shall have the right to request that the Port Authority further extend the Term to a date which would be set forth in a Lease Extension Supplement (as defined below) and which date would be the day immediately preceding the thirtieth (30th) anniversary of the Date of Beneficial Occupancy (such date being called the "Extension Date" and such period being called the "Additional Term"); subject, however to the following additional terms and further conditions (as such terms and conditions may be modified by written agreement between the parties):

(i) The Lessee shall submit such request for the Additional Term in writing to the Port Authority, which written request shall be submitted no earlier than eighteen (18) months prior to the Base Term Expiration Date and no later than twelve (12) months prior to the Base Term Expiration Date.

(ii) The Port Authority shall, after its receipt of the Lessee's written request, determine the amount of any additional rental (the "Additional Term Building Rental") to be payable under the same terms and conditions as the payment of Ground Rental (which shall continue in effect as escalated) and shall send to the Lessee not later than nine (9) months prior to the Base Term Expiration Date a statement setting forth the amount of any such Additional Term Building Rental. Without limiting or impairing any other term or provision of this Agreement, in determining the Additional Term Building Rental, the Port Authority hereby agrees to consider, and to meet with the Lessee to discuss, the appropriate weight to be allowed by the Port Authority to the amounts and type of capital investment, if any, made by the Lessee in the Premises during the five (5) year portion of the Term immediately prior to the Base Term Expiration Date; on condition that, and if and to the extent, the consideration of such capital investment by the Port Authority is

consistent with then existing Port Authority policy, if any, and only if and to the extent such capital investment made by the Lessee, if any, had received the prior written approval of the Port Authority in accordance with this Agreement and is in such amounts and nature to satisfactorily meet then existing Port Authority criteria, if any, for such consideration.

(iii) The Lessee shall not later than six (6) months prior to the Base Term Expiration Date give written notice to the Port Authority of its acceptance or non-acceptance of the said Additional Term Building Rental set forth in the Port Authority's statement; it being expressly understood and agreed that (1) in the event the Lessee's notice states its election to accept said proposed rentals and fees ("Lessee's Rentals Additional Term Acceptance Notice") the Port Authority shall prepare and submit to the Lessee a Lease Extension Supplement (as defined below) setting forth the Extension Date subject to all the terms and conditions herein, and (2) in the event the Lessee's notice states its election not to accept the Port Authority's proposed Additional Term Building Rental, there shall be no Additional Term and the Lessee shall have no further right to request the same, and the Port Authority shall have no further obligation to consider any request of the Lessee for an Additional Term.

(iv) If and only in the event the Lessee gives the Lessee's Additional Term Acceptance Notice to the Port Authority, the Lease Extension Supplement (as defined below) shall be prepared by the Port Authority and sent to the Lessee for execution by it. Such supplement shall be effective as of the day preceding the Base Term Expiration Date and shall include such other additional terms and provisions as the Port Authority may determine appropriate; it being understood that such supplement shall not change the location or size of the Premises, provided, however, that notwithstanding the foregoing such supplement may require the Lessee to pay to the Port Authority the Basic Lease Extension Adjustment. Within thirty (30) days after the Port Authority has sent the said proposed supplement to the Lessee, the Lessee shall have the right (but not the obligation) to execute and return the said proposed supplement to

the Port Authority for its execution and delivery. In the event the Lessee fails so to execute and return the said proposed supplement to the Port Authority then the Port Authority shall have no further obligation with respect to the proposed Additional Term hereunder and there shall be no Additional Term. If the Lessee executes and returns such proposed supplement in a timely fashion, the Port Authority shall execute and deliver such supplement to the Lessee within thirty (30) days thereafter. If the said supplement is fully executed and delivered by both the Port Authority and the Lessee, the same shall be the "Lease Extension Supplement".

(v) Notwithstanding anything to the contrary herein, in no event shall the Lessee have any right to request or receive an Additional Term nor the Port Authority any obligation or liability whatsoever to grant or give such an Additional Term unless (in addition to and without limiting any of the other terms and conditions hereof) immediately prior to the effective date of the Lease Extension Supplement and immediately prior to the date of the Port Authority's execution and delivery of the Lease Extension Supplement (1) this Agreement is in full force and effect and (2) the Port Authority shall not have issued any Notice of Termination pursuant to Section 25 that remains in effect without waiver.

(e) This Agreement including the Lease Extension Supplement, if any, shall at all times be subject and subordinate to any Basic Lease (as the same may be amended, supplemented or extended, including, without limitation, any Basic Lease Extension) and to any and all terms and provisions thereof which affect or may affect the terms and provisions of this Agreement, as this Agreement may be amended, supplemented or extended (including, without limitation, the Lease Extension Supplement). Notwithstanding the foregoing, it is understood and agreed that nothing in this paragraph shall alter or affect or be deemed to have altered or affected the terms and conditions of Section 4 or 8(I)(f) of this Agreement.

(f) It is expressly understood and agreed that the Port Authority shall have no obligation under this Section to make any payment to the Lessee, including, without limitation, any payment of the Unamortized Capital Investment (except as otherwise provided in Section 34 or Section 66), in the event for any reason there is no extension of the Term hereunder beyond the Base Term Expiration Date.

Section 4. Recitals—Effect of Basic Lease—Quiet Enjoyment

(a) The Port Authority makes the following recitals of fact and hereby acknowledges that the Lessee is entering into this Agreement in reliance thereon: (i) The Port Authority is a body corporate and politic, duly created and validly existing under and by virtue of the Compact of April 30, 1921, made by and between the States of New York and New Jersey and thereafter consented to by the Congress of the United States of America; (ii) The Port Authority has all the necessary power and authority under Law, the Basic Lease and otherwise to enter into, perform, enforce and observe the agreements evidenced by this Agreement; (iii) The execution and delivery by the Port Authority of this Agreement and the consummation and performance of the transaction contemplated by this Agreement will not violate any of the provisions of the laws of the States of New York or New Jersey applicable to the Port Authority or violate, or constitute a default under the provisions of, any Law, agreement or other instrument to which the Port Authority is a party or by which the Port Authority is bound.

(b) This Agreement and the letting hereunder shall, in any event, terminate with the termination or expiration of the Basic Lease with the City of New York which covers the Premises, such termination to be effective on such date and to have the same effect as if the term of the letting had on that date expired; provided, however, that in the event of a termination of the Basic Lease in connection with any transaction constituting a Basic Lease Extension, the Term hereunder shall continue in accordance with Section 3. Except as set forth in the foregoing proviso, the rights of the Port Authority in the Premises are those granted to it by the Basic Lease, and no greater rights are

granted or intended to be granted to the Lessee than the Port Authority has power thereunder to grant.

(c) The Port Authority covenants that, during the Term, the Port Authority will not take any action the taking of which, or omit to take any action the failure of which to take, would amount to or have the effect of canceling, surrendering, terminating, modifying or amending the Basic Lease prior to the date specified in the Basic Lease for its expiration insofar as such surrender, cancellation, modification, amendment or termination would in any manner deprive the Lessee of any of its rights, licenses or privileges under this Agreement.

(d) Nothing herein contained shall prevent the Port Authority from entering into an agreement with The City of New York pursuant to which the Basic Lease is surrendered, canceled or terminated provided that The City of New York, at the time of such agreement, assumes the obligations of the Port Authority under this Agreement and that either (i) there are no Passenger Terminal Bonds outstanding or (ii) in the opinion of nationally recognized bond counsel such agreement will not have a material adverse effect on any outstanding Passenger Terminal Bonds.

(e) The Port Authority covenants and agrees that as long as it remains the lessee of the Airport or otherwise has the power to grant the Lessee the rights hereunder, the Lessee, upon paying all rentals and fees hereunder and performing all the covenants, conditions and provisions of this Agreement on its part to be performed, shall and may peacefully and quietly have and enjoy the Premises free of any act or acts of the Port Authority except as expressly agreed upon in this Agreement.

Section 5. Assignment and Sublease

(a) (i) The Lessee shall not directly or indirectly sell, convey, transfer, mortgage, pledge or assign this Agreement or any part hereof, or any rights created hereby (including the right to receive rents, revenues or any other income from the Premises) or the letting hereunder or any part thereof, or enter into any Sublease (any of the foregoing transactions, an "Assignment") except as contemplated under the Financing

Arrangement, without the prior written consent of the Port Authority.

(ii) No Assignment shall be effective if on the proposed effective date thereof (1) an Event of Default shall have occurred and be continuing under this Agreement; (2) this Agreement shall not be in full force and effect; or (3) the Port Authority shall have served a Notice of Termination; unless, in any such case, the Port Authority shall have delivered an express written waiver hereof.

(iii) Any Assignment not made in accordance with the provisions of this Agreement shall be null and void ab initio and of no force or effect, unless the Port Authority shall have delivered an express written waiver of compliance with such provisions.

(iv) No consent granted by the Port Authority pursuant to the provisions hereof shall be deemed (1) to operate as a waiver of the Port Authority's right to review, approve (or disapprove) and consent (or not consent) to any subsequent Assignment, or (2) to release, relieve or discharge the Lessee or any assignee, successor or transferee of the Lessee, or any other person claiming any right, title or interest in this Agreement, from the requirement of obtaining the prior written consent of the Port Authority to any proposed further Assignment; and the Lessee and any assignee, successor or transferee, or any other person claiming any right, title or interest in this Agreement, shall not enter into any Assignment without obtaining the Port Authority's prior written consent.

(v) If, without the prior written consent of the Port Authority, the Lessee makes or attempts to make an Assignment in violation of the provisions of this Section or if the Premises are occupied by any Person other than the Lessee and the Lessee's Sublessees hereunder, the Port Authority may collect rent from any Person who claims a right under this Agreement or who occupies the Premises, and the Port Authority shall apply the net amount collected to the rental hereunder; but no such collection shall be deemed a waiver by the Port Authority of the requirements of this Section, an acceptance by the Port Authority

of any such assignee, subtenant, claimant or occupant as Lessee or Sublessee or a release by the Port Authority of the Lessee from further performance of the covenants contained herein.

(b) (i) Subject to the terms and conditions of this Agreement, the Lessee shall enter into Subleases with (w) Scheduled Aircraft Operators in accordance with Section 43 below (such Persons, "Airline Sublessees"), (x) providers of retail consumer goods and services in accordance with Section 44 below (such Persons, "Retail Sublessees"), (y) the Federal Inspection Service agencies and other governmental agencies and (z) such other Persons for such other purposes as are permitted under this Agreement (any such Person, an "Additional Sublessee", and any such Sublease, an "Additional Sublease").

(ii) Prior to executing any Sublease, the Lessee shall submit the form of such Sublease to the Port Authority for its review and approval, together with the name of the proposed Sublessee and such information and data as the Port Authority may request regarding the nature and scope of the operations to be conducted by the proposed Sublessee under the proposed Sublease, the financial background of the proposed Sublessee and the business background of the proposed Sublessee, and the persons or entities owning or controlling the proposed Sublessee.

(iii) The Port Authority shall review the proposed form of Sublease and the data and information submitted by the Lessee and, upon the determination by the Port Authority that:

(1) the proposed Sublessee has a reputation for honesty, integrity and reliability and is suitable and qualified as a Sublessee hereunder; and

(2) the terms and provisions of the proposed Sublease agreement entered into between the Lessee and the proposed Sublessee are consistent with and in compliance with the terms and provisions of this Agreement;

then, in such event, the Port Authority shall expeditiously prepare and submit to the Lessee for execution by the Lessee and the Sublessee a form of Consent Agreement (the "Consent

Agreement") substantially as set forth in Exhibit 5.1 hereof, and containing such other and additional terms and conditions as the Port Authority may require (provided that no such term or condition shall alter the rates and charges provided in the proposed form of Sublease or disallow any Sublease term provided for in the currently effective Airline Leasing Plan or Comprehensive Retail Plan, as the case may be), under which the Port Authority will set forth its consent to the proposed Sublease. It is expressly understood and agreed that the effectiveness of each Sublease shall be conditioned upon the due execution of a Consent Agreement among the Port Authority, the Lessee and the Sublessee.

(iv) Notwithstanding the provisions of subsection (a) of this Section and subparagraphs (ii) and (iii) of this subsection (b), the prior written consent of the Port Authority shall not be required with respect to any Airline Sublease, Retail Sublease or Additional Sublease meeting all of the following requirements (each such Sublease, an "Exempt Sublease"):

(1) it has an aggregate term, including extensions and renewals provided for in the Sublease, of not more than seven (7) years and, if an Additional Sublease, is terminable on thirty (30) days' notice without cause;

(2) if an Airline Sublease or a Retail Sublease, it is in conformance with the Airline Leasing Plan or the Comprehensive Retail Plan, as the case may be;

(3) if a Retail Sublease, it covers premises constituting not more than twenty-five percent (25%) of the Concession Areas;

(4) if a Retail Sublease, it covers not more than one Concession, unless otherwise already approved in the currently effective Comprehensive Retail Plan;

(5) if a Retail Sublease, the Person which is the Retail Sublessee thereunder, and any Affiliate of such

Person, is not already a Retail Sublessee at the Premises and is not the Lessee or any Affiliate of the Lessee; and

(6) it is in the form of Airline Sublease, Retail Sublease or Additional Sublease, as the case may be, previously approved by the Port Authority.

The Lessee shall deliver to the Port Authority, within five (5) days following the execution of an Exempt Sublease, a true, correct and complete copy thereof.

(v) Notwithstanding the provisions of this Section or any other section of this Agreement, the Port Authority shall be deemed to have consented to, and to have waived any noncompliance with the requirements of this Section, Section 44 and Section 60 by, (x) any Sublease assigned by the Port Authority to the Lessee, except with respect to any changes or modifications (including extensions) thereto entered into after the Effective Date, other than supplements substantially in accordance with any form supplements approved by the Port Authority and (y) any interim Sublease for Scheduled Aircraft Operators the form of which the Port Authority has approved and the term of which is to end on or before the date which is five (5) years after the Effective Date.

(vi) No Sublease shall be changed, modified or extended without the prior written approval of the Port Authority unless such Sublease as changed, modified or extended would qualify as an Exempt Sublease; provided, however, that the Lessee may terminate a Sublease at any time for any or no reason.

(c) The Lessee hereby covenants with respect to each Sublease:

(i) The Lessee shall not enter into any Sublease unless the proposed Sublessee has a reputation for honesty, integrity and reliability and is able to provide the certifications set forth in paragraph (d)(x) below.

(ii) All acts and omissions of a Sublessee with respect to obligations undertaken by the Lessee hereunder shall

be deemed to be acts and omissions of the Lessee under this Agreement and the Lessee shall also be severally responsible therefor, including without limitation the Lessee's obligations of indemnification and repair.

(iii) In the event that any Sublessee shall at any time assert to the Lessee that the Lessee is in default of the Lessee's obligations under a Sublease, the Lessee shall promptly notify the Port Authority, in writing, of the assertion of such claim.

(iv) The Lessee shall enforce the provisions of each Sublease, except that the Lessee shall not be required to enforce such provisions to the extent that it is not commercially reasonable to do so.

(v) Notwithstanding the foregoing, the Port Authority shall have the right, throughout the term of the Sublease, to enforce directly against the Sublessee the obligations of the Sublessee under the Sublease with respect to any part of the Premises if, after ten (10) days' written notice is given to the Lessee by the Port Authority, the Lessee fails to or inadequately proceeds to do so, all of the Port Authority's costs of such enforcement, including without limitation the cost of providing its own legal counsel and/or of outside legal counsel, to be reimbursed to the Port Authority by the Lessee upon demand as additional rent hereunder, constituting Permitted O&M Expenses.

(d) Each Sublease shall contain the following provisions:

(i) The Sublease shall be subject and subordinate to all of the terms, covenants, conditions and provisions of this Agreement and the rights of the Port Authority hereunder.

(ii) The Sublessee shall be bound by and subject to all the terms and provisions of this Agreement as to the Sublessee's occupancy and use of the Premises or portion thereof, and the proposed Sublessee's operations and activities on the Airport, as if it were the Lessee under this Agreement, including without limitation the obligations of the Lessee under this Agreement with respect to law compliance, compliance with Port

Authority Rules and Regulations, the conduct of prohibited activities and operations, rights of entry and non-discrimination.

(iii) The Port Authority shall have the right, throughout the term of the Sublease, as a third-party beneficiary to enforce directly against the Sublessee the obligations of the Sublessee under the Sublease set forth in this Section 5(d), with respect to any part of the Premises.

(iv) The Sublessee shall indemnify and hold harmless the Port Authority and the Trustee, and their Commissioners, directors, officers, employees, agents and representatives, as third party beneficiaries under the Sublease, from and against (and shall reimburse the Port Authority and the Trustee for their respective costs and expenses including legal expenses incurred in connection with the defense of) all claims and demands, (including claims and demands in respect of death, personal injury or property damage) arising out of the use or occupancy of the Premises by the Sublessee, or by others with its consent, or out of any other acts or omissions of the Sublessee, its officers representatives, agents, contractors and employees on the Premises or elsewhere at the Airport and its, guests, contractors and business visitors on the Premises, or out of the acts or omissions of others on the Premises with the Sublessee's consent, including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or through agreement of the Port Authority with the said City of New York. The Sublessee 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, its Commissioners, officers, agents or employees, 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.

(v) The Sublease shall terminate and expire as to the Sublessee's right thereunder to use and occupy the subleased premises, without notice to the Sublessee, on the day preceding the Expiration Date or earlier termination of this Agreement, or on such earlier date as the Lessee and the Sublessee may agree upon, or on the effective date of any revocation of the Port Authority's consent to the Sublease, if any (any such revocation to be made only in accordance with the respective Consent Agreement, if applicable); provided, however, that no Sublease shall terminate or expire in connection with any assignment or foreclosure of this Lease, or execution of a New Lease, by the Trustee in accordance with Section 23 hereof, notwithstanding any intervening termination or expiration of this Agreement.

(vi) On the termination of this Agreement prior to the Expiration Date, the Sublessee shall attorn to, or shall enter into a direct lease on terms identical to its Sublease with, (x) the Trustee (or any designee of the Trustee), at the Trustee's option, in connection with any assignment or foreclosure of this Agreement, or execution of a New Lease, or (y) the Port Authority, at the Port Authority's option, under other circumstances, for the balance of the unexpired term of the Sublease.

(vii) The Sublessee shall not sub-sublease all or any portion of the premises under the Sublease without the prior written consent of the Port Authority.

(viii) Except for security deposits and any other amounts deposited with the Lessee in connection with the payment of insurance premiums, real property taxes and assessments and other similar charges and expenses, the Sublessee shall not pay rent or other sums payable under the Sublease to the Lessee for more than one month in advance.

(ix) The Sublessee shall be prohibited from performing any activity or services at the Airport for which the Port Authority requires payment of fees to the Port Authority unless the Sublessee pays such fees (including the obtaining of a Port Authority-issued permit if so required).

(x) The Sublessee shall certify that neither the Sublessee nor any officer, director or Affiliate of, or nominal or beneficial owner of a ten percent (10%) or more interest in, the Sublessee:

(1) has ever used a name, trade name or abbreviated name or federal taxpayer identification number other than the ones reported to the Lessee in connection with the Sublease;

(2) has ever been party to an agreement which was terminated by the Port Authority, for any reason, prior to its expiration date (other than any such party with which the Port Authority has subsequently entered into another agreement relating to similar subject matter, and other than IAB tenants as of the date hereof);

(3) is, as of the effective date of the Sublease, in default under any agreement with the Port Authority or has been, within the preceding five years, in default, beyond any applicable grace period, under any agreement with the Port Authority;

(4) has been suspended, debarred, found not responsible or otherwise disqualified from entering into any contract with any governmental agency or been denied a government contract for failure to meet standards related to integrity;

(5) has had a contract terminated by any governmental agency for breach of contract or for any cause based in whole or in part on indictment or conviction;

(6) has had any business or professional license suspended or revoked or, within the previous five years, had any single sanction imposed in excess of $50,000 as a result of any judicial or administrative proceeding with respect to any license held or with respect to any violation of a federal, state or local environmental law, rule or regulation;

SCHEDULE 7-3(a)

Post-DBO Rent

[see attached]

SCHEDULE 7-3(a)

Calculation and Payment of Post-DBO Rent

Preliminary Matters:

The description and illustration of the Post-DBO Rent set forth in this Schedule 7-3 is based on pro forma information as set forth herein based on the current estimates available to the parties hereto (the "**Rent Pro Forma**"). The Rent Pro Forma makes certain assumptions including (i) square footage of "**Usable Area**" based on the preliminary drawings attached hereto as Annex 7-3, pages 1 through 14; (ii) ATA Permitted O&M Expense amounts and allocations; (iii) passenger counts; and (iv) baggage counts. Upon Phase I DBO, Delta and IAT shall (1) confirm the final actual Usable Area and non-Usable Area, the locations, land areas, and other matters set forth in Annex 7-3, and other base line numbers and percentages used in the Rent Pro Forma and this Schedule 7-3 based on the actual final Terminal 4 facilities at Phase I DBO pursuant to the "as-built" plans completed in connection with the Phase I IAT Project, and (2) utilize the most current information available as of Phase I DBO (including the then current budget for Terminal 4) to update the applicable Tables set forth in this Schedule 7-3. All tables provided herein are to illustrate the rent calculation methodology and actual rents will change from year to year based on actual costs, occupancy, and utilization by both Contract Carriers and Delta. Capitalized terms used but not defined in the body of the Agreement shall have the meanings assigned to such terms in this Schedule 7-3.

Delta shall pay Post-DBO Rent based on the allocation of costs from and occupancy and utilization of both the Original Terminal 4 facilities, as defined below, and the Phase I IAT Project facilities. Post-DBO Rent shall be calculated and paid according to the following:

(1) If the Delta Premises includes fewer than seven (7) Delta Gates located in the portion of Terminal 4 as Terminal 4 existed prior to the Phase I IAT Project (the "**Original Terminal 4**") as of Phase I DBO, the Post-DBO Rent shall be calculated and paid in accordance with the "**Cost Allocation Methodology**" pursuant to the terms of Section V below until the date that the Delta Premises includes seven (7) or more Delta Gates located in Original Terminal 4.

(2) If the Delta Premises includes a total of seven (7) Delta Gates located in Original Terminal 4 at any time from and after Phase I DBO, the Post-DBO Rent shall be calculated and paid in accordance with the **"Percentage Methodology"** pursuant to the terms of Section VI below commencing as of the date that the seventh Delta Gate located in Original Terminal 4 is added to the Delta Premises and continuing until the earlier of (x) the date on which the Delta Premises includes more than seven (7) Delta Gates located in Original Terminal 4 or (y) January 1, 2020, in which cases the provisions of clause (3) below shall apply.

(3) If the Delta Premises includes more than seven (7) Delta Gates located in Original Terminal 4 at any time from and after Phase I DBO, or if the Delta Premises includes at least seven (7) Delta Gates located in Original Terminal 4 on or after

January 1, 2020, the Post-DBO Rent shall be the greater of the rent calculated in accordance with (x) the Cost Allocation Methodology established pursuant to Section V below, or (y) the Percentage Methodology established pursuant to Section VI below; provided that, if at any time the Delta Premises includes sixteen (16) Delta Gates located in Original Terminal 4, then (i) for each Annual Period (or portion thereof) Delta shall receive a credit against the Post-DBO Rent in an amount equal to 100% of the revenues of IAT during such period less (x) the revenues derived under the Concession Subleases during such period, and (y) revenues derived by IAT from the operation and management of the Terminal 3 Site during such period, and (ii) credits or payments for the Terminal 4 Gate Turn Fee and the Terminal 4 Hardstand Use Fee shall no longer be made.

Post-DBO Rent for each Annual Period shall be determined annually in advance in connection with the preparation of the Budget, and reconciled in accordance with Section 7.04. Post-DBO Rent shall be pro-rated for any partial Annual Periods based on a 360 day year as follows: (i) if Phase I DBO does not occur on the first day of an Annual Period, for the Annual Period during which Phase I DBO occurs, and (ii) if the Term ends on a day other than the last day of an Annual Period, for the Annual Period during which the Term ends. If changes to Post-DBO Rent are required during an Annual Period as a result of the addition of Delta Gates pursuant to clauses (1), (2), or (3) above, the applicable Post-DBO Rent for each portion of the applicable Annual Period shall be pro-rated based on a 360 day year. Post-DBO Rent shall be paid in equal monthly installments over the applicable Annual Period, or, if applicable, partial Annual Period.

I. Categories of Costs:

A. Components of "**Fixed Costs**" and assigned definitions:

- "**Ground Rental**" is defined in the Port/IAT Lease.

- "**Capital Charge**" means an amount equal to per annum, which such amount is in lieu of any allocation to Delta of Facility Rental (as such term is defined in the Port/IAT Lease), or any amounts under that certain Supplemental Lease Agreement No. 1 to the Port/IAT Lease that became an Additional Investment pursuant to, and as defined in, that certain Supplemental Lease Agreement No. 2 to the Port/IAT Lease in connection with the completion of Terminal 4.

- "**Additional Capital Charge**" means, initially, an amount equal to Commencing on December 1, 2013 and on the first day of each Annual Period thereafter, an amount shall be added to the then applicable Additional Capital Charge equal to (1) the sum of (i) the preceding Annual Period's Additional Capital Charge plus (ii) the Capital Charge, multiplied by (2) the greater of (x) (y) one-half of any CPI increase (expressed as a percentage) over the prior Annual Period; provided that the Additional Capital Charge will be adjusted, if applicable, upon the final determination of any applicable CPI increase.

- "**Lessee Terminal Management Funds**" is defined in the Port/IAT Lease.

- "**First Additional Land Rental Charge**" means an amount equal to [illegible]per annum, which such amount is in lieu of any allocation to Delta of Series 6 First Additional Land Rental (as such term is defined in the Port/IAT Lease) and shall be included in Post-DBO Rent through December 1, 2025.

- "**Series 8 Bonds Debt Service**" shall mean the actual annual principal, interest and other scheduled annual payments to be made under the Series 8 Bonds but shall not include any optional redemption payments unless made with Delta's consent, or any accelerated redemption payments unless, and then only to the extent, required due to the act or omission of Delta.

- "**Series 8 First Additional Land Rental**" is defined in the Port/IAT Lease.

B. Components of "**Variable Costs**" and assigned definitions:

- "**ATA Direct O&M Expenses**" means the actual costs related to the following categories of ATA Permitted O&M Expenses: (i) Repair & Maintenance, (ii) Outsourced Labor, (iii) Utilities, and (iv) IAT's obligation to fund the Major Maintenance and Renewal Fund, the Operation & Maintenance Reserve Fund and the Capital Improvements Reserve Fund in any Annual Period (each such fund a "**Reserve**" and, collectively, the "**Reserves**").

- "**ATA Indirect O&M Expenses**" means the actual costs related to the following categories of ATA Permitted O&M Expenses: (i) General Administrative, and (ii) Personnel.

- Note that the combination of ATA Direct O&M Expenses and ATA Indirect O&M Expenses is intended to cover all items of ATA Permitted O&M Expenses and the general identified categories above (such as Repair & Maintenance and etc.) will be as per the identified categories in the Budget from time to time.

C. Miscellaneous components that do not follow the allocation methodologies.

- Adjusted Terminal Management Fee.

II. Allocate Fixed and Variable Costs Between Airfield Cost Centers and Terminal Cost Center:

Terminal 4 shall be divided into two major cost centers: The "**Terminal Cost Center**", which shall comprise all building areas on the Terminal 4 Site and the landside terminal access roads and parking facilities and the "**Airfield Cost Center**", which shall comprise the balance of the Terminal 4 Site, including but not limited to the aircraft parking positions, aircraft movement areas, airside circulation roadways, and ground support equipment staging and storage areas on the Terminal 4 Site, all as identified on Annex 7-3, pages 17 and 18.

A. Fixed

- Ground Rental: shall be allocated between the Terminal Cost Center and the Airfield Cost Center based on the relative share of the total acreage of the Terminal 4 Site under the Terminal Cost Center and under the Airfield Cost Center. After completion of the Phase I IAT Project the percentages shall be fixed on the actual acreage. For purposes of this Agreement, the parties estimate that the Terminal Cost Center will occupy approximately 26 acres and the Airfield Cost Center will occupy approximately 138 acres, resulting in a preliminary Ground Rental allocation as follows:

  Airfield Cost Center: 84.0%
  Terminal Cost Center: 16.0%

- The Capital Charge, Additional Capital Charge, First Additional Land Rental Charge, and Lessee Terminal Management Funds shall be allocated between the Terminal Cost Center and the Airfield Cost Center in accordance with the following fixed percentages, which are based on the relative percentage of actual construction costs incurred by IAT for the completion of Original Terminal 4:

  Airfield Cost Center: 14.8%
  Terminal Cost Center: 85.2%

- Series 8 Bonds Debt Service and Series 8 First Additional Land Rental shall be allocated between the Terminal Cost Center and the Airfield Cost Center based on the actual costs of construction of the Phase I IAT Project funded with the Series 8 Bonds. The percentages shall be fixed after Phase I DBO and final closeout of the Phase I IAT Project based on the actual costs of construction of the Phase I IAT Project funded with Series 8 Bonds. As of the date of this Agreement, the percentages are estimated to be as follows:

  Airfield Cost Center: 9.0%
  Terminal Cost Center: 91.0%

B. Variable

- ATA Direct O&M Expenses shall be allocated between the Airfield Cost Center and the Terminal Cost Center based on actual expenditures except for Reserves and Utilities (for example, the types of expenses that would typically be allocable to the Airfield Cost Center would include, among other items, ramp repair, ramp striping, ramp security, snow removal, fod removal, and other expenses of a similar nature customarily allocated to operation and maintenance of an airport ramp position). As of the date of this Agreement, the percentages are estimated to be as follows:

  Airfield Cost Center: 10.0%
  Terminal Cost Center: 90.0%

Post-DBO Rent for each Annual Period shall include an amount equal to the aggregate required funding of Reserves in such Annual Period. If the obligation to fund any Reserve in an Annual Period is due to an increase in budgeted operation and/or maintenance expenses from the prior Annual Period, then a corresponding amount of the required funding of such Reserve shall be allocated in the same manner as ATA Indirect O&M Expenses are allocated to Cost Centers above. If the obligation to fund any Reserve in an Annual Period is due to a permitted draw down on the funds in such Reserve, then a corresponding amount of the required funding of such Reserve (i.e., to replenish such Reserve) shall be allocated to the Cost Center in which the proceeds of the permitted draw down were expended. For illustration purposes, if funds in a particular Reserve were permissibly drawn to fund an expenditure in the Concourse B Expansion Cost Center, then a corresponding amount of the required funding of such Reserve shall be allocated to the Concourse B Expansion Cost Center.

- The Utilities component of the ATA Direct O&M Expenses shall be allocated between the Airfield Cost Center and the Terminal Cost Center based on the following fixed percentages:

  Airfield Cost Center: 3.0%
  Terminal Cost Center: 97.0%

- ATA Indirect O&M Expenses shall be allocated between the Airfield Cost Center and the Terminal Cost Center in the same aggregate proportion as all ATA Direct O&M Expenses (including Utilities) are allocated to the Airfield Cost Center and the Terminal Cost Center.

The costs allocated above shall be accumulated in each Cost Center and then further allocated in Sub-Cost Centers for purposes of rental rate calculations pursuant to Sections III and IV below.

III. Airfield Sub-Cost Centers, Allocations and Cost Per Aircraft Parking Position

A. The Airfield Cost Center shall be further divided into the sub-cost centers described below and as further identified on Annex 7-3, page 19 (the "**Airfield Sub-Cost Centers**"):

- "**Original Gate Parking Positions**" means the Original Gate Parking Positions adjacent to the 16 Gates in the Original Terminal 4.
- "**Expansion Gate Parking Positions**" means the 9 expansion gate Aircraft Parking Positions to be constructed pursuant to the Phase I Concourse B Expansion.
- Remote Aircraft Parking Positions with Fuel Pits.
- Remote Aircraft Parking Positions – Group V.
- Remote Aircraft Parking Positions – Group IV.

The number and type of parking positions referred to above (collectively referred to as the "**Aircraft Parking Positions**") may change over time. As of Phase I DBO, the parties anticipate the Airfield Sub-Cost Centers, including the numeric breakdown of remote Aircraft Parking Positions will be as shown on Annex 7-3, page 19 and in Table A.

TABLE A
Allocation of Airfield Costs to Terminal 4 Aircraft Parking Positions

Column	1	2	3	4
Airfield Sub-Cost Center	**Current Number of Parking Positions**	**Weighting Factor**	**Allocation Percentage Costs per Parking Position**	**Total Allocation Percentage by Sub-Cost Center**
Original Gate Parking Positions	16	100.00%	2.9412%	47.0588%
Expansion Gate Parking Positions	9	100.00%	2.9412%	26.4706%
Remote Aircraft Parking Positions - With Fuel	3	70.00%	2.0588%	6.1765%
Remote Aircraft Parking Positions - Group V	9	60.00%	1.7647%	15.8824%
Remote Aircraft Parking Positions - Group IV	3	50.00%	1.4706%	4.4118%
Total	40			100.0000%

B. Costs allocated to the Airfield Cost Center in accordance with Section II above shall be further allocated to the Airfield Sub-Cost Centers as provided in the gate weighting schedules set forth in Tables A and B in order to calculate the "**Airfield Sub-Cost Center Requirement**" and the "**Cost Per Aircraft Parking Position**".

TABLE B
Allocation of Airfield Cost to Original Terminal 4 Gates

Column	1	2	3	4
Airfield Sub-Cost Center	**Current Number of Parking Positions**	**Weighting Factor**	**Allocation Percentage Costs per Parking Position**	**Total Allocation Percentage by Sub-Cost Center**
Original Gate Parking Positions	16	100.00%	4.0000%	64.0000%
Remote Aircraft Parking Positions - With Fuel	3	70.00%	2.8000%	8.4000%
Remote Aircraft	9	60.00%	2.4000%	21.6000%

Parking Positions - Group V				
Remote Aircraft Parking Positions - Group IV	3	50.00%	2.0000%	6.0000%
Total	31			100.0000%

1. Ground Rental, ATA Direct O&M Expenses, and ATA Indirect O&M Expenses shall be allocated to the Airfield Sub-Cost Centers in Table C in accordance with the allocation percentages in column 4 of Table A.

2. The Capital Charge, Additional Capital Charge, First Additional Land Rental Charge and Lessee Terminal Management Funds shall be allocated to all of the Airfield Sub-Cost Centers in Table C, except for the Expansion Gate Parking Positions, in accordance with the allocation percentages in column 4 of Table B.

3. The Series 8 Bonds Debt Service and the Series 8 First Additional Land Rental shall be allocated to the Expansion Gate Parking Positions only, as shown in Table C, and shall be divided equally by the number of Expansion Gate Parking Positions (9), all of which have a 100.0% weighting factor.

4. Notwithstanding anything to the contrary contained in this Section III.B.4, all costs and expenses that IAT is permitted to fund from its Capital Improvements Reserve Fund or its Major Maintenance and Renewal Fund (whether or not paid from such funds) related to the repair, rehabilitation or replacement of pavement and any sub-base (if required), to the applicable Port Authority specifications and standards for "replacement" thereof, in the areas shown on Annex 7-3-1 as "Pavement Rehabilitation Area" (both green area and gray diagonal hatched area), "New Asphalt Pavement", "New Concrete Pavement" and "Rehabilitated Pavement", in each case to the extent the same is on the Terminal 4 Site and has not been completed in connection with the Phase I IAT Project (collectively, the "Specified Paving Areas"), including all costs and expenses to Remediate and all costs and expenses that may be required to satisfy Environmental Requirements to excavate, store, dispose, treat or transport any items or materials, including soil and water, containing Hazardous Substances incurred in connection with such repair, rehabilitation or replacement of such pavement and sub-base, to the same extent as would have been required by Delta if such repair, rehabilitation or replacement of such pavement and sub-base were performed and such costs and expenses were incurred as part of the Phase I IAT Project, and regardless of whether IAT is permitted to fund any such costs and expenses to Remediate or to satisfy such Environmental Requirements from its Capital Improvements Reserve Fund or its Major Maintenance and Renewal Fund, shall be allocated to the Expansion Gate Parking Positions Airfield Sub-Cost Center only. Once any such repair, rehabilitation or replacement of all or any portion of the Specified Paving Areas has been performed to the applicable Port Authority specifications and standards for "replacement" thereof, and all related costs and expenses have been paid for by Delta in accordance with the special allocation described in this Section III.B.4, the special allocation described in this Section III.B.4 with

respect to the applicable "replaced" portion of the Specified Paving Areas shall be of no further application to subsequent costs and expenses of repair, rehabilitation or replacement thereof.

5. The costs calculated pursuant to the allocations in Sections III.B.1-4 above shall be summed by Airfield Sub-Cost Center, and divided by the number of Aircraft Parking Positions in each Sub-Cost Center, to determine the Rental Rate Per Aircraft Parking Position as illustrated in Table C below:

TABLE C
Airfield Sub-Cost Cost Requirement and Cost Per Aircraft Parking Position

Column	1	2	3	4	5	6
	Original Gate Parking Positions	**Expansion Gate Parking Positions**	**Remote Aircraft Parking Positions with Fuel Pits**	**Remote Aircraft Parking Positions - Group V**	**Remote Aircraft Parking Positions - Group IV**	**Total**
Ground Rental						
Capital Charge		$-				
Additional Capital Charge		$-				
Lessee Terminal Management Funds		$-				
Series 6 First Additional Land Rental		$-				
ATA Direct O&M Expenses						
ATA Indirect O&M Expenses						
Debt Service on Series 8 Bonds	$-		$-	$-	$-	
Series 8 First Additional Land Rental	$-		$-	$-	$-	
Total Sub-Cost Center Requirement						
Cost/Position						

IV. Terminal Sub-Cost Centers, Allocations and Cost Per Leasable Square Foot:

A. There shall be established the following sub-cost centers within the Terminal Cost Center (the "**Terminal Sub-Cost Centers**"):

- "**Original Headhouse**" means that portion of the Headhouse existing prior to the Phase I Head House Improvements.
- Phase I Headhouse Improvements.
- Concourse A.
- "**Original Concourse B**" means that portion of Concourse B in existence prior to the Phase I Concourse B Expansion, excluding the Concourse B Bus Gate.
- "**Concourse B Bus Gate**" means the Concourse B Bus Gate.
- Phase I Concourse B Expansion.

As of Phase I DBO, the parties anticipate the Terminal Sub-Cost Centers will be as shown on Annex 7-3, page 17.

B. Costs allocated to the Terminal Cost Center in Section II above shall be further allocated to the Terminal Sub-Cost Centers as provided below.

1. Ground Rental shall be allocated to all Terminal Sub-Cost Centers based on the following fixed percentages in column 2 of Table D, which are derived from the respective number of acres occupied by the footprint of the Terminal Sub-Cost Centers (excluding the landside area which will be excluded from the ground rental allocation):

TABLE D
Ground Rent Allocation to Terminal Sub-Cost Centers

Column	1	2
Terminal Sub-Cost Center	**Acreage**	**Percentage/ Allocation**
Original Headhouse	8.04	50.5660%
Phase I Headhouse Improvements	1.28	8.0503%
Concourse A	1.30	8.1761%
Original Concourse B	2.72	17.1069%
Concourse B Bus Gate	0.11	0.6918%
Phase I Concourse B Expansion	2.45	15.4088%
Total	15.90	100.0000%

2. The Capital Charge, the Additional Capital Charge, the First Additional Land Rental Charge, and the Lessee Terminal Management Funds shall be allocated only to the Terminal Sub-Cost Centers included in Original Terminal 4, based on the fixed percentages in Table E, which are derived from the relative percentage of actual construction costs incurred by IAT for the Terminal Cost Center of Original Terminal 4:

TABLE E
Original Terminal 4 Sub-Cost Centers Allocation Percentages

Terminal Sub-Cost Center	Allocation
Original Headhouse	81.1033%
Concourse A	6.8075%
Original Concourse B	11.6197%
Concourse B Bus Gate	0.4695%
Total	100.0000%

3. Series 8 Bonds Debt Service and Series 8 First Additional Land Rental shall be allocated only to the Phase I Headhouse Improvements and the Phase I Concourse B Expansion Terminal Sub-Cost Centers based on the actual expenditures of Series 8 Bond proceeds for the costs of construction of the Phase I IAT Project. The percentages shall be fixed after Phase I DBO and final closeout of the Phase I IAT Project. As of the date of this Agreement, the percentages are estimated to be as follows:

Phase I Headhouse Improvements: 34.8315%
Phase I Concourse B Expansion: 65.1685%

4. ATA Direct O&M Expenses and ATA Indirect O&M Expenses shall be allocated to all Terminal Sub-Cost Centers based on the Usable Area within the Terminal Sub-Cost Centers, provided that the benefit of the associated O&M expense accrues to the appropriate Terminal Sub-Cost Center, it being understood, for example, that:

(i) Any ATA O&M (Direct or Indirect) Expense that is an item of cost requested by Delta or a Delta Affiliate Carrier using the Delta Space, or incurred with the consent of Delta or a Delta Affiliate Carrier using the Delta Space, and that exclusively benefits

(a) Delta or one or more Delta Affiliate Carriers; and/or

(b) the Delta Space and/or

(c) areas of Terminal 4 that only serve the Delta Space or Delta's operations in the Delta Premises

shall be allocated to the "Delta Space - Exclusive/Preferential" Functional Area in the appropriate Terminal Sub-Cost Center; and

(ii) Any ATA O&M (Direct or Indirect) Expense that is an item of cost requested by a Contract Carrier, or incurred with the consent of a Contract Carrier, and that exclusively benefits

(a) one or more Contract Carriers; and/or

(b) space in Terminal 4 other than the Delta Premises; and/or

(c) areas of Terminal 4 that only serve the space occupied by one or more Contract Carriers or one or more Contract Carrier's operations in Terminal 4

shall be allocated to the "IAT Space - Exclusive/Preferential" Functional Area in the appropriate Terminal Sub-Cost Center.

C. Each Terminal Sub-Cost Center shall be divided into "**Usable Area**" and "**Non-Usable Area**" as shown in Annex 7-3, page 16. Usable Area is further divided into "**Usable Area – Exclusive and Preferential,**" which comprises all interior Usable Area in Terminal 4 used or designed for use on an exclusive or preferential use basis (whether or not actually occupied) including gates, holdrooms, ticket counters/queuing, office space, support space (exclusive), Concession Space, and airline club space, and "**Usable Area – Common,**" which comprises all other interior Usable Area in Terminal 4, including Customs/FIS Space (Headhouse), Customs/Sterile Area (Concourse), Domestic Baggage Claim Space, Baggage Recheck Space, and Checked Baggage Screening Space, all as further shown on Annex 7-3, page 16. "**Non-Usable Area**" comprises all interior space in Terminal 4 other than Usable Area and includes restrooms, security checkpoint, arrivals lobby public areas, mechanical/electrical rooms, public corridors and vertical circulation, common corridors and certain non-exclusive communication rooms.

D. The total of all costs allocated to a Terminal Sub-Cost Center in accordance with Section IV.B, shall be divided by the number of square feet of Usable Area within such Terminal Sub-Cost Center, to determine a cost per square foot of Usable Area. This process is illustrated in Table F in Section V, below.

V. **Cost Allocation Methodology for Determining Post-DBO Rent:** The "**Cost Allocation Methodology**" shall be calculated in accordance with this Section V, all as further shown on Annex 7-3, page 15.

A. Delta Rent for Aircraft Parking Positions:

For purposes of calculating Delta Rent for the Aircraft Parking Positions included within the Delta Space, the cost for each such Aircraft Parking Position included within the Delta Space, calculated pursuant to Section III above, shall be added for the applicable period and Delta shall pay the sum of said amounts on a monthly basis.

B. Delta Rent for Delta Premises in the Terminal Cost Center:

For purposes of this Section V.B, "**Delta Flights**" means flights operated by Delta or a Delta Affiliate Carrier and "**non-Delta Flights**" means all other flights operating at Terminal 4. "**Delta Passengers**" means passengers of Delta or a Delta Affiliate Carrier. "**International Arrival Passenger**" means a passenger arriving at Terminal 4 who is considered by the United States Customs and Border Protection to be an international passenger entering the United States through the Airport. To calculate Delta Rental for Delta Premises in the Terminal Cost Center, the cost per square foot of Usable Area for each Terminal Sub-Cost Center (calculated in Table F below) shall be multiplied by the number of square feet of Usable Area within each functional area of such Terminal Sub-Cost Center (shown in Table G, below) resulting in the "**Functional Area Requirement**" for each "**Functional Area**" and in the Requirement for each Terminal Sub-Cost Center as shown in Table H. Lastly, costs allocated to each of the Terminal Functional Area in Table H shall be allocated to IAT Carriers and Delta as defined below and summarized in Table I.

TABLE F
Calculation of total cost per square foot of Usable Area for each Terminal Sub-Cost Center

Allocated Costs	Original Headhouse	Phase I Headhouse Improvements	Concourse A	Original Concourse B	Concourse B Bus Gate	Phase I Concourse B Expansion	Total (for verification)
Ground Rental							
Capital Charge		$-				$-	
Additional Capital Charge		$-				$-	
Lessee Terminal Management Funds		$-				$-	
Series 6 First Additional Land Rental		$-				$-	
Debt Service on Series 8 Bonds	$-		$-	$-	$-		
Series 8 First Additional Land Rental	$-		$-	$-	$-		
ATA Direct O&M Expenses							
ATA Indirect O&M Expenses							
Total Sub-Cost Center Requirement							

Allocated Costs	Original Headhouse	Phase I Headhouse Improvements	Concourse A	Original Concourse B	Concourse B Bus Gate	Phase I Concourse B Expansion	Total (for verification)
(Divided by) Usable Area[1]	434,365	57,470	167,046	259,627	7,737	245,087	
Cost Per ft² of Usable Area							**N/A**
Series 8 & FALR Cost Per ft² of Usable Area	N/A	N/A	N/A	N/A	N/A		N/A
ATA Permitted O&M Expenses Per ft² of Usable Area	N/A	N/A	N/A	N/A	N/A		N/A

[1] Square footage is based on drawings attached as Annex 7-3.

TABLE G

Square footage of Usable Area by Functional Areas within the Terminal Sub-Cost Centers

(Each Functional Area is defined below based on the respective areas identified as such on Annex 7-3, page 16)

Column	1	2	3	4	5	6	7
Functional Area	Original Headhouse	Phase I Headhouse Improvements	Concourse A	Original Concourse B	Concourse B Bus Gate	Phase I Concourse B Expansion	Total Usable Square Footage by Functional Area
"Delta Space - Exclusive/ Preferential"	17,857	1,690	-	123,715	-	192,843	336,105
"IAT Space – Exclusive/ Preferential"	144,933	505	153,952	85,467	7,737	20,196	412,790
"Customs/FIS Space (Headhouse)"	207,808	11,095	-	-	-	-	218,903
"Customs/Sterile Area (Concourse)"	-	-	13,094	50,445	-	32,048	95,587
"Domestic Baggage Claim Space"	1,296	26,929	-	-	-	-	28,225
"Baggage Recheck Space"	6,324	-	-	-	-	-	6,324
"Checked Baggage Screening Space"	56,147	17,251	-	-	-	-	73,398
Total Usable Area	**434,365**	**57,470**	**167,046**	**259,627**	7,737	**245,087**	**1,171,332**

TABLE H
Calculation of Functional Area Requirements by Terminal Sub-Cost Centers

Column	1	2	3	4	5	6	7
Functional Area	**Original Headhouse**	**Phase I Headhouse Improvements**	**Concourse A**	**Original Concourse B**	**Concourse B Bus Gate**	**Phase I Concourse B Expansion**	**Total Functional Area Requirement**
Delta Space - Exclusive/ Preferential			$-		$-		
IAT Space – Exclusive/Preferential							
Customs/FIS Space (Headhouse)			$-	$-	$-	$-	
Customs/Sterile Area (Concourse)	$-	$-			$-		
Domestic Baggage Claim Space Capital			$-	$-	$-	$-	
Domestic Baggage Claim Space O&M			$-	$-	$-	$-	
Baggage Recheck Space		$-	$-	$-	$-	$-	
Checked Baggage Screening Space			$-	$-	$-	$-	
Total Terminal Sub-Cost Center Requirement:							

TABLE I

Delta Share of Terminal Functional Area Requirement for each Terminal Functional Area

Functional Area	Allocation Methodology	Estimated Delta Allocation
Delta Space - Exclusive/ Preferential	Actual Square Feet	Actual Square Feet
Customs/FIS Space (Headhouse)	International Arriving Passengers in FIS Facility	55.0%
Customs/Sterile Area (Original Concourse B)	Usable Area of Occupied Gates/Usable Area of All Gates	67.5%
Customs/Sterile Area (Concourse B Expansion)	Usable Area of Occupied Gates/Usable Area of All Gates	100.0%
Customs/Sterile Area (Concourse A)	Usable Area of Occupied Gates/Usable Area of All Gates	0.0%
Domestic Baggage Claim Space Capital – Original Headhouse	Actual number of bags	95.0%
Domestic Baggage Claim Space Capital – Expansion Headhouse	Delta	100.0%
Domestic Baggage Claim Space O&M	Actual number of bags	95.0%
Baggage Recheck Space	Actual number of bags	95.0%
Checked Baggage Screening Space	Actual number of bags	62.0%

1. Post-DBO Rent for the Delta Space within the Terminal Cost Center (comprising all Delta exclusive and preferential space within the Terminal Cost Center) shall be the sum of the products derived by multiplying the number of square feet of Delta Space within each Terminal Sub-Cost Center (as shown in Table G) by the cost per square foot of Usable Area determined for such Terminal Sub-Cost Center (as shown in Table F). Said product is shown above in column 7 of Table H for the "Delta Space – Exclusive/Preferential". However, Concession Space in the Phase I Concourse B Expansion Area shall be considered IAT Exclusive Space and IAT shall pay the debt service on Series 8 Bonds and Series 8 First Additional Land Rent allocated to that space based on actual concession square footage and Delta shall pay the allocated ATA Permitted O&M Expenses allocated based on actual concession square footage.

2. Delta Rent for Customs/FIS Space (Headhouse) shall be determined, for the applicable period, by multiplying the Customs/FIS (Headhouse) Functional Area Requirement, calculated pursuant to Table H above, by the number of Delta Passengers that are International Arrival Passengers processed through the FIS Facility, divided by

the total number of International Arrival Passengers processed through the FIS Facility during the applicable period.

3. Delta Rent for Customs/Sterile Area (Concourse) shall be the sum of a portion of the costs allocated to the Customs/Sterile Area (Concourse) Functional Area calculated pursuant to Table H for each Terminal Sub-Cost Center included within the Delta Premises determined as follows:

- a portion of the total costs allocated to the Customs/Sterile Area (Concourse) located in the Phase I Concourse B Expansion which shall be calculated based upon the ratio of the square footage of the Usable Area of the Delta Gates located in the Phase I Concourse B Expansion to the total square footage of the Usable Area of all Gates located in the Phase I Concourse B Expansion; plus
- a portion of the total costs allocated to the Customs/Sterile Area (Concourse) located in Original Concourse B which shall be calculated based upon the ratio of the square footage of the Usable Area of the Delta Gates located in Original Concourse B to the total square footage of the Usable Area of all Gates located in Original Concourse B; plus
- a portion of the total costs allocated to the Customs/Sterile Area (Concourse) located in Concourse A which shall be calculated based upon the ratio of the square footage of the Usable Area of the Delta Gates located in Concourse A (if any) to the total square footage of the Usable Area of all Gates located on Concourse A.

4. Delta Rent for the Domestic Baggage Claim Space shall be determined as follows:

- Capital costs of the Original Terminal 4 Area to the Domestic Baggage Claim Space shall be allocated to Delta based on the ratio of bags through the system, as shown in Table I.
- Capital costs of the Terminal 4 Expansion Area to the Domestic Baggage Claim Space shall be allocated 100% to Delta, as shown in Table I.
- ATA Permitted O&M Expenses allocated to the Domestic Baggage Claim Space shall be allocated to Delta based on the ratio of bags through the system, as shown in Table I.

5. Delta Rent for the Baggage Recheck Space shall be a pro rata share of the Baggage Recheck Space Functional Area Requirement for the applicable period, based upon the ratio for the applicable period of the number of bags from Delta Flights that are inducted into the Baggage System at the Baggage Recheck Space to the total number of bags that are inducted into the Baggage System at the Baggage Recheck Space during the applicable period.

6. Delta Rent for the Checked Baggage Screening Space shall be a pro rata share of the Checked Baggage Screening Space Functional Area Requirement for the applicable period, based upon the ratio for the applicable period of the number of bags inducted into the Baggage System from the Terminal 4 ticket lobby for Delta Flights to the total

number of bags inducted into the Baggage System from the Terminal 4 ticket lobby for the applicable period.

C. Delta Additional Rents and Credits:

- Adjusted Terminal Management Fee (100% allocated to Delta without regard to space occupied by Delta at Terminal 4) shall be payable in equal monthly payments based on the applicable Semi-Annual Period for which it is due.

- Delta shall receive a credit against Post-DBO Rent on account of all common area maintenance, expenses and utility charges reimbursable by the Concession Sublessees located in the Phase I Concourse B Expansion.

- Post-DBO Rent shall be adjusted up or down, as applicable, on account of applicable Delta Gate Use Fees and Terminal 4 Hardstand Use Fees to be credited to, or paid by, Delta, as applicable.

- Delta shall receive a credit against Post-DBO Rent on account of all amounts previously paid by Delta which are reimbursed to IAT by any ATA Airline Sublessee.

- Delta's Share of ATA Permitted Remediation Costs shall be included as Additional Rent in accordance with the terms of Section 7.05.

- In calculating Post-DBO Rent, any components of debt service (or payments in-lieu of debt service) used in calculating Post-DBO Rent attributable to any Terminal 4 Project Bonds shall be excluded where the costs of redemption have been paid or reimbursed by Delta directly or indirectly (recognizing that Delta has no obligation to pay or reimburse such amounts).

- From and after the completion of the 2026 Condition Survey report, and implementation of the Approved 2026 Capital Repairs Financing, Delta will receive a semi-annual credit in the amount equal to fifty percent (50%) of Additional Re-lifing Rental for such Semi-Annual Period, but not in excess of seventy-five percent (75%) of the Capital Charge paid during that Semi-Annual Period.

- Delta's Share of the Concourse B Bus Gate Terminal Sub-Cost Center shall be allocated based on Delta's proportionate share of the total number of Delta Passengers using the Concourse B Bus Gate as compared to the total number of passengers at Terminal 4 using the Concourse B Bus Gate.

- If curbside space is allocated exclusively or preferentially for Delta's use, such curbside space shall be allocated as Usable Area.

- The use of the loading dock by Delta shall only be included in the calculation of Delta Rent to the extent Delta's use thereof is greater than de minimis use.

D. Delta Total Rent:

Based on the above cost center allocations and functional area allocations based on occupancy/usage, the Total Post-DBO Rent would be calculated as follows:

Table J
Total Delta Post-DBO Rent

Cost Center/Sub-Cost Center	Delta Allocated Share
Airfield	
Original Headhouse	
Expansion Headhouse	
Concourse A	$-
Original Concourse B	
Concourse B Bus Gate	$-
Concourse B Expansion	
Total Delta Post-DBO Rent	

VI. Methodology Using the Greater of Percentage Methodology or the Allocation Methodology for Determining Post-DBO Rent: The "**Percentage Methodology**" shall be:

A. Follow steps I through IV of the Cost Allocation Methodology, to determine the Requirement for each Terminal Sub-Cost Center and Functional Area within each Terminal Sub-Cost Center, and each Airfield Sub-Cost Center.

B. The "**Original Terminal 4 Airfield Costs**" are all costs allocated to the Airfield Sub-Cost Centers as shown in Table C, except for Debt Service on the Series 8 Bonds and the Series 8 First Additional Land Rental. Calculate the component of Post-DBO Rent allocable to the Original Terminal 4 Airfield Costs as shown in Table K-1 below.

TABLE K-1
Delta Share of Original Terminal 4 Airfield Costs

Airfield Sub-Cost Centers	Requirements (From Table C)	Cost Per Aircraft Parking Position (From Table C)	Delta Occupied Aircraft Parking Positions	Delta Allocable Rent
Original Gate Parking Positions			7	
Expansion Gate Parking Positions (Ground Rental and ATA Permitted O&M only)			9	
Remote Aircraft Parking Positions with Fuel			-	$-
Remote Aircraft Parking Positions Group V			3	
Remote Aircraft Parking Positions Group IV			2	
Total Airfield Costs			**21**	

C. Determine Post-DBO Rent for Delta Premises located in the Terminal Cost Center in accordance with the percentage allocation determined in accordance with the calculations set forth in Section V.B(2) through (6) above. Based on the Delta Rent Pro Forma and the functional area utilization assumptions in Table I above, the Post-DBO Rent of each Terminal Functional Area Requirement for each Terminal Functional Area included in Original Terminal 4 is calculated below. Note that these Terminal Functional Areas may be in more than one Terminal Sub-Cost Center.

D. Based on the Delta Rent Pro Forma, Tables K-2 through K-5 show the calculation of Post-DBO Rent allocable to each Functional Area and within each Terminal Sub-Cost Center included in Original Terminal 4.

TABLE K-2
Delta Share of Original Headhouse Sub-Cost Center Requirement

Functional Area	Sub-Cost Center Requirement From Table H	Delta Share	Delta Rent
Delta Space - Exclusive/ Preferential		Actual Square Footage	
Customs/FIS Space (Headhouse)		55.0%	
Customs/Sterile Area (Concourse)	$0	Concourse A: 0.0% Concourse B: 67.5%	$0
Domestic Baggage Claim Space		95.0%	
Baggage Recheck Space		95.0%	
Checked Baggage Screening Space		62.0%	
Total Original Headhouse			

TABLE K-3
Delta Share of Concourse A Sub-Cost Center Requirement

Functional Area	Sub-Cost Center Requirement From Table H	Delta Share	Delta Rent
Exclusive/Preferential		Actual Square Footage	$0
Customs/FIS Space (Headhouse)	$0	55.0%	$0
Customs/Sterile Area (Concourse)	A: B: $0	Concourse A: 0.0% Concourse B: 67.5%	$0
Domestic Baggage Claim Space	$0	95.0%	$0
Baggage Recheck Space	$0	95.0%	$0
Checked Baggage Screening Space	$0	62.0%	$0
Total Concourse A			**$0**

TABLE K-4
Delta Share of Original Concourse B Sub-Cost Center Requirement

Functional Area	Sub-Cost Center Requirement From Table H	Delta Share	Delta Rent
Exclusive/Preferential		Actual Square Footage	
Customs/FIS Space (Headhouse)	$0	55.0%	$0
Customs/Sterile Area (Concourse)	A: $0 B	Concourse A: 0.0% Concourse B: 67.5%	
Domestic Baggage Claim Space	$0	95.0%	$0
Baggage Recheck Space	$0	95.0%	$0
Checked Baggage Screening Space	$0	62.0%	$0
Total Original Concourse B			

TABLE K-5
Delta Share of Concourse B Bus Gate Sub-Cost Center Requirement

Functional Area	Sub-Cost Center Requirement From Table H	Delta Share	Delta Rent
Exclusive/Preferential		Actual Square Footage	$0
Customs/FIS Space (Headhouse)	$0	55.0%	$0
Customs/Sterile Area (Concourse)	$0	Concourse A: 0.0% Concourse B: 67.5%	$0
Domestic Baggage Claim Space	$0	95.0%	$0
Baggage Recheck Space	$0	95.0%	$0
Checked Baggage Screening Space	$0	62.0%	$0
Total Concourse B Bus Gate			**$0**

E. The "**Original Terminal 4 Requirement**" is the sum of the Requirements for each of the Airfield Sub-Cost Centers and the Terminal Sub-Cost Centers comprising Original Terminal 4, shown as the Total of the "Total Requirement" column in Table K-6 below. Then, express the Delta Rent allocable to Original Terminal 4 as a percentage of the Original Terminal 4 Requirement as shown in Table K-6 below. The aggregate Delta Rent allocable to Original Terminal 4 expressed as a percentage of the Original Terminal 4 Requirement is referred to as the "**Delta Original Terminal 4 Rent Percentage**".

TABLE K-6
Calculation of Delta's Share of Original Terminal 4 Requirements

Cost Center/ Functional Area	Total Requirement	Delta Rent	Delta Rent as % of Total Requirement
Airfield Cost Center (Table I-1)			
Original Headhouse (Table I-3)			
Concourse A (Table I-4)		$0	
Concourse B (Table I-5)			
Bus Gate (Table I-6)		$0	
Totals	**("Original Terminal 4 Requirement")**		**("Delta Original Terminal 4 Rent Percentage")**

F. Compare the Delta Original Terminal 4 Rent Percentage (calculated in Table K-6 above) to Table L below.

TABLE L

Number of Delta Gates located in Original Terminal 4	**Delta's Share of Original Terminal 4 Requirement**
7	40.0%
8	46.7%
9	53.3%
10	60.0%
11	66.7%
12	73.3%
13	80.0%
14	86.7%
15	93.3%
16	100.0%

G. When the Percentage Methodology for calculating Delta Rent applies, adjust the Delta Rent calculated in accordance with the Cost Allocation Methodology as follows: Subtract the Delta Original Terminal 4 Rent Percentage from the applicable percentage shown in Table L.

1. If the result is positive, multiply the Original Terminal 4 Requirement by such percentage and add the result to the Delta Rent calculated in accordance with the Cost Allocation Methodology for the applicable period.

2. If the result is negative, multiply the Original Terminal 4 Requirement by such percentage and subtract the result from the Delta Rent calculated in accordance with the Cost Allocation Methodology for the applicable period.

H. When the greater of the rent established by the Cost Allocation Methodology or the Percentage Methodology applies (excluding in each instance any adjustments made in accordance with Section V.C, above), subtract the Delta Original Terminal 4 Rent Percentage from the applicable percentage shown in Table L. If the result is a negative number, the Delta Rent shall be calculated by the Cost Allocation Methodology for the applicable period. If the result is a positive number, then adjust the Delta Rent calculated in accordance with the Cost Allocation Methodology as stated in Section VI.G.1 immediately above.

ORIGINAL HEADHOUSE Level 1

Program	Common	Delta	IAT	Total
Arrivals Lobby	55,847			55,847
Baggage System				0
Bag Recheck	6,324			6,324
Bus Gate				0
FIS Sterile Circulation	4,075			4,075
FIS	182,915			182,915
Chapels				0
Club Space				0
Comm Closet	1,114			1,114
Concourse Circulation	6,111			6,111
Corridor: Service/Common	9,438			9,438
Delta Main Comm Room				0
Domestic Bag Claim	1,296			1,296
Gate Holdroom				0
Mechanical/Electrical	23,604			23,604
Operations / Office			11,927	11,927
TSA Support	633			633
Retail / Retail Storage			15,340	15,340
Security Checkpoint	854			854
Ticket Counter / Queuing				0
Toilet	4,967			4,967
Total	297,178	0	27,267	324,445

	Usable Exclusive Preferential		Usable Common				Non-Usable	Totals		
	Delta Space - Exclusive / Preferential	IAT Space - Exclusive / Preferential	Customs / FIS Space (Headhouse)	Customs / Sterile Area (Concourse)	Domestic Baggage Claim Space	Checked Baggage Screening Space	All Other than Usable	Usable	Non-Usable	Total
Arrivals Lobby							55,847	-	55,847	55,847
Baggage System								-	-	-
Bag Recheck						6,324		6,324	-	6,324
Bus Gate								-	-	-
FIS Sterile Circulation			4,075					4,075	-	4,075
FIS			182,915					182,915	-	182,915
Chapels								-	-	-
Club Space								-	-	-
Comm Closet							1,114	-	1,114	1,114
Concourse Circulation							6,111	-	6,111	6,111
Corridor: Service/Common							9,438	-	9,438	9,438
Delta Main Comm Room								-	-	-
Domestic Bag Claim					1,296			1,296	-	1,296
Gate Holdroom								-	-	-
Mechanical/Electrical							23,604	-	23,604	23,604
Operations / Office		11,927						11,927	-	11,927
TSA Support							633		633	633
Retail / Retail Storage		15,340						15,340	-	15,340
Security Checkpoint							854	-	854	854
Ticket Counter / Queuing								-	-	-
Toilet							4,967	-	4,967	4,967
	0	27,267	186,990	0	1,296	6,324	102,568	221,877	102,568	324,445

PHASE 1 HEADHOUSE EXPANSION Level 1

Program	Common	Delta	IAT	Total
Arrivals Lobby				0
Baggage System	1,183			1,183
Bag Recheck				0
Bus Gate				0
FIS Sterile Circulation				0
FIS	11,095			11,095
Chapels				0
Club Space				0
Comm Closet	524			524
Concourse Circulation				0
Corridor: Service/Common	1,327			1,327
Delta Main Comm Room				0
Domestic Bag Claim	26,929			26,929
Gate Holdroom				0
Mechanical/Electrical	324			324
Operations / Office		505	1,690	2,195
TSA Support	706			706
Retail / Retail Storage				0
Security Checkpoint	10,367			10,367
Ticket Counter / Queuing				0
Toilet				0
Total	52,455	505	1,690	54,650

	Usable Exclusive Preferential		Usable Common				Non-Usable	Totals		
	Delta Space - Exclusive / Preferential	IAT Space - Exclusive / Preferential	Customs / FIS Space (Headhouse)	Customs / Sterile Area (Concourse)	Domestic Baggage Claim Space	Checked Baggage Screening Space	All Other than Usable	Usable	Non-Usable	Total
Arrivals Lobby								-	-	-
Baggage System						1,183		1,183	-	1,183
Bag Recheck								-	-	-
Bus Gate								-	-	-
FIS Sterile Circulation								-	-	-
FIS			11,095					11,095	-	11,095
Chapels								-	-	-
Club Space								-	-	-
Comm Closet							524	-	524	524
Concourse Circulation								-	-	-
Corridor: Service/Common							1,327	-	1,327	1,327
Delta Main Comm Room								-	-	-
Domestic Bag Claim					26,929			26,929	-	26,929
Gate Holdroom								-	-	-
Mechanical/Electrical							324	-	324	324
Operations / Office	505	1,690						2,195	-	2,195
TSA Support							706		706	706
Retail / Retail Storage								-	-	-
Security Checkpoint							10,367	-	10,367	10,367
Ticket Counter / Queuing								-	-	-
Toilet								-	-	-
	505	1,690	11,095	0	26,929	1,183	13,248	41,402	13,248	54,650

EXMEPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

ORIGINAL HEADHOUSE — Level 2

Program	Common	Delta	IAT	Total
Arrivals Lobby				0
Baggage System	20,244			20,244
Bag Recheck				0
Bus Gate				0
FIS Sterile Circulation	3,292			3,292
FIS	17,526			17,526
Chapels				0
Club Space				0
Comm Closet	882			882
Concourse Circulation				0
Corridor: Service/Common	4,278			4,278
Delta Main Comm Room				0
Domestic Bag Claim				0
Gate Holdroom				0
Mechanical/Electrical	19,687			19,687
Operations / Office			2,050	2,050
TSA Support	2,837			2,837
Retail / Retail Storage				0
Security Checkpoint				0
Ticket Counter / Queuing				0
Toilet				0
Total	68,746	0	2,050	70,796

Usable — Exclusive Preferential		Usable — Common				Non-Usable	Totals		
Delta Space - Exclusive / Preferential	IAT Space - Exclusive / Preferential	Customs / FIS Space (Headhouse)	Customs / Sterile Area (Concourse)	Domestic Baggage Claim Space	Checked Baggage Screening Space	All Other than Usable	Usable	Non-Usable	Total
							-	-	-
					20,244		20,244	-	20,244
							-		
							-	-	-
		3,292					3,292	-	3,292
		17,526					17,526	-	17,526
							-	-	-
							-	-	-
						882	-	882	882
								-	-
						4278		4,278	4,278
								-	-
								-	-
							-	-	-
						19,687	-	19,687	19,687
	2,050						2,050	-	2,050
						2,837		2,837	2,837
							-	-	-
							-	-	-
							-	-	-
							-	-	-
0	2,050	20,818	0	0	20,244	27,684	43,112	27,684	70,796

PHASE 1 HEADHOUSE EXPANSION — Level 2

Program	Common	Delta	IAT	Total
Arrivals Lobby				0
Baggage System				0
Bag Recheck				0
Bus Gate				0
FIS Sterile Circulation				0
FIS				0
Chapels				0
Club Space				0
Comm Closet				0
Concourse Circulation				0
Corridor: Service/Common				0
Delta Main Comm Room				0
Domestic Bag Claim				0
Gate Holdroom				0
Mechanical/Electrical				0
Operations / Office				0
TSA Support				0
Retail / Retail Storage				0
Security Checkpoint				0
Ticket Counter / Queuing				0
Toilet				0
Total	0	0	0	0

Usable — Exclusive Preferential		Usable — Common				Non-Usable	Totals		
Delta Space - Exclusive / Preferential	IAT Space - Exclusive / Preferential	Customs / FIS Space (Headhouse)	Customs / Sterile Area (Concourse)	Domestic Baggage Claim Space	Checked Baggage Screening Space	All Other than Usable	Usable	Non-Usable	Total
0	0	0	0	0	0	0	0	0	0

EXMEPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

ORIGINAL HEADHOUSE — Level 3

Program	Common	Delta	IAT	Total
Arrivals Lobby				0
Baggage System	32,656			32,656
Bag Recheck				0
Bus Gate				0
FIS Sterile Circulation				0
FIS				0
Chapels				0
Club Space				0
Comm Closet	3,183			3,183
Concourse Circulation	52,554			52,554
Corridor: Service/Common	22,751			22,751
Delta Main Comm Room				0
Domestic Bag Claim				0
Gate Holdroom				0
Mechanical/Electrical	43,844			43,844
Operations / Office			1,713	1,713
TSA Support	2,662			2,662
Retail / Retail Storage			61,578	61,578
Security Checkpoint				0
Ticket Counter / Queuing				0
Toilet	5,238			5,238
Total	162,888	0	63,291	226,179

Usable Exclusive Preferential		Usable Common				Non-Usable	Totals		
Delta Space - Exclusive / Preferential	IAT Space - Exclusive / Preferential	Customs / FIS Space (Headhouse)	Customs / Sterile Area (Concourse)	Domestic Baggage Claim Space	Checked Baggage Screening Space	All Other than Usable	Usable	Non-Usable	Total
					32,656		32,656	-	32,656
						3,183		3,183	3,183
						52,554		52,554	52,554
						22,751		22,751	22,751
						43,844		43,844	43,844
	1,713						1,713	-	1,713
						2,662		2,662	2,662
	61,578						61,578	-	61,578
						5,238		5,238	5,238
0	63,291	0	0	0	32,656	130,232	95,947	130,232	226,179

PHASE 1 HEADHOUSE EXPANSION — Level 3

Program	Common	Delta	IAT	Total
Arrivals Lobby				0
Baggage System	16,068			16,068
Bag Recheck				0
Bus Gate				0
FIS Sterile Circulation				0
FIS				0
Chapels				0
Club Space				0
Comm Closet				0
Concourse Circulation				0
Corridor: Service/Common	6,439			6,439
Delta Main Comm Room				0
Domestic Bag Claim				0
Gate Holdroom				0
Mechanical/Electrical	7,590			7,590
Operations / Office				0
TSA Support	3,231			3,231
Retail / Retail Storage				0
Security Checkpoint				0
Ticket Counter / Queuing				0
Toilet				0
Total	33,328	0	0	33,328

Usable Exclusive Preferential		Usable Common				Non-Usable	Totals		
Delta Space - Exclusive / Preferential	IAT Space - Exclusive / Preferential	Customs / FIS Space (Headhouse)	Customs / Sterile Area (Concourse)	Domestic Baggage Claim Space	Checked Baggage Screening Space	All Other than Usable	Usable	Non-Usable	Total
					16,068		16,068	-	16,068
						6,439		6,439	6,439
						7,590		7,590	7,590
						3,231		3,231	3,231
0	0	0	0	0	16,068	17,260	16,068	17,260	33,328

EXMEPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

ORIGINAL HEADHOUSE — Level 4

Program	Common	Delta	IAT	Total
Check In Hall	82,852			82,852
Baggage System	3,247			3,247
Bag Recheck				0
Bus Gate				0
FIS Sterile Circulation				0
FIS				0
Chapels	5,686			5,686
Club Space		4,512	18,254	22,766
Comm Closet	528			528
Concourse Circulation	24,428			24,428
Corridor - Service/Common	2,521			2,521
Delta Main Comm Room				0
Domestic Bag Claim				0
Gate Holdroom				0
Mechanical/Electrical	945			945
Operations / Office		315	1,107	1,422
TSA Support	2,187			2,187
Retail / Retail Storage			5,075	5,075
Security Checkpoint	16,648			16,648
Ticket Counter / Queuing		13,030	27,889	40,919
Toilet	946			946
Total	139,988	17,857	52,325	210,170

Usable — Exclusive Preferential		Usable — Common				Non-Usable	Totals		
Delta Space - Exclusive / Preferential	IAT Space - Exclusive / Preferential	Customs / FIS Space (Headhouse)	Customs / Sterile Area (Concourse)	Domestic Baggage Claim Space	Checked Baggage Screening Space	All Other than Usable	Usable	Non-Usable	Total
						82,852	-	82,852	82,852
					3,247		3,247	-	3,247
							-	-	-
							-	-	-
							-	-	-
								-	-
						5,686		5,686	5,686
4,512	18,254						22,766	-	22,766
						528	-	528	528
						24,428	-	24,428	24,428
						2,521	-	2,521	2,521
							-	-	-
							-	-	-
							-	-	-
						945	-	945	945
315	1,107						1,422	-	1,422
						2,187	-	2,187	2,187
	5,075						5,075	-	5,075
						16,648	-	16,648	16,648
13,030	27,889						40,919	-	40,919
						946	-	946	946
17,857	52,325	0	0	0	3,247	136,741	73,429	136,741	210,170

PHASE 1 HEADHOUSE EXPANSION — Level 4

Program	Common	Delta	IAT	Total
Arrivals Lobby				0
Baggage System				0
Bag Recheck				0
Bus Gate				0
FIS Sterile Circulation				0
FIS				0
Chapels				0
Club Space				0
Comm Closet				0
Concourse Circulation				0
Corridor - Service/Common	779			779
Delta Main Comm Room				0
Domestic Bag Claim				0
Gate Holdroom				0
Mechanical/Electrical				0
Operations / Office				0
TSA Support				0
Retail / Retail Storage				0
Security Checkpoint	18,984			18,984
Ticket Counter / Queuing				0
Toilet				0
Total	19,763	0	0	19,763

Usable — Exclusive Preferential		Usable — Common				Non-Usable	Totals		
Delta Space - Exclusive / Preferential	IAT Space - Exclusive / Preferential	Customs / FIS Space (Headhouse)	Customs / Sterile Area (Concourse)	Domestic Baggage Claim Space	Checked Baggage Screening Space	All Other than Usable	Usable	Non-Usable	Total
							-	-	-
							-	-	-
							-	-	-
							-	-	-
							-	-	-
							-	-	-
							-	-	-
							-	-	-
							-	-	-
							-	-	-
						779	-	-	779
							-	-	-
							-	-	-
							-	-	-
							-	-	-
							-	-	-
						18,984		18,984	-
							-	-	-
0	0	0	0	0	0	19,763	0	19,763	19,763

EXMEPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

ORIGINAL CONCOURSE A				Level 1
Program	Common	Delta	IAT	Total
Check In Hall				0
Baggage System			20,447	20,447
Bag Recheck				0
Bus Gate				0
FIS Sterile Circulation				0
FIS				0
Chapels				0
Club Space				0
Comm Closet				0
Concourse Circulation				0
Corridor Service/Common	2,215			2,215
Delta Main Comm Room				0
Domestic Bag Claim				0
Suite Holdroom				0
Mechanical/Electrical	7,777			7,777
Operations / Office			23,785	23,785
TSA Support				0
Retail / Retail Storage				0
Security Checkpoint				0
Ticket Counter / Queuing				0
Toilet				0
Total	9,992	0	44,232	54,224

Usable Exclusive Preferential		Usable Common				Non-Usable	Totals		
Delta Space - Exclusive / Preferential	IAT Space - Exclusive / Preferential	Customs / FIS Space (Headhouse)	Customs / Sterile Area (Concourse)	Domestic Baggage Claim Space	Checked Baggage Screening Space	All Other than Usable	Usable	Non-Usable	Total
							-	-	
	20,447						20,447	-	20,447
							-		-
								-	-
							-		-
									-
							-		
							-		-
							-		-
							-		-
						2,215	-	2,215	2,215
							-		-
							-	-	
									-
						7,777	-	7,777	7,777
	23,785						23,785	-	23,785
							-		-
								-	-
							-	-	-
							-		-
							-	-	-
0	44,232	0	0	0	0	9,992	44,232	9,992	54,224

EXMEPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

ORIGINAL CONCOURSE A — Level 2

Program	Common	Delta	IAT	Total
Check-in Hall				0
Baggage System			7,447	7,447
Bag Recheck				0
Bus Gate				0
FIS Sterile Circulation	13,094			13,094
FIS				0
Chapels				0
Club Space				0
Comm Closet			739	739
Concourse Circulation				0
Corridor: Service/Common	3,501			3,501
Delta Main Comm Room				0
Domestic Bag Claim				0
Gate Holdroom			4,333	4,333
Mechanical/Electrical	8,268			8,268
Operations / Office			19,434	19,434
TSA Support				0
Retail / Retail Storage				0
Security Checkpoint				0
Ticket Counter / Queuing				0
Toilet			418	418
Total	24,863	0	32,371	57,234

Usable — Exclusive Preferential		Usable — Common				Non-Usable	Totals		
Delta Space - Exclusive / Preferential	IAT Space - Exclusive / Preferential	Customs / FIS Space (Headhouse)	Customs / Sterile Area (Concourse)	Domestic Baggage Claim Space	Checked Baggage Screening Space	All Other than Usable	Usable	Non-Usable	Total
	7,447						7,447	-	7,447
			13,094				13,094	-	13,094
	739						739	-	739
						3,501	-	3,501	3,501
	4,333						4,333	-	4,333
						8,268	-	8,268	8,268
	19,434						19,434	-	19,434
	418						418	-	418
0	32,371	0	13,094	0	0	11,769	45,465	11,769	57,234

EXMEPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

Annex 7-3 Functional Areas within the Terminal Sub-Cost Centers

ORIGINAL CONCOURSE A — **Level 3**

Program	Common	Delta	IAT	Total
Check In Hall				0
Baggage System				0
Bag Recheck				0
Bus Gate				0
FIS Sterile Circulation				0
FIS				0
Chapels				0
Club Space				0
Comm Closet				0
Concourse Circulation	24,537			24,537
Corridor: Service/Common	1,656			1,656
Delta Main Comm Room				0
Domestic Bag Claim				0
Gate Holdroom			34,777	34,777
Mechanical/Electrical	132			132
Operations / Office				0
TSA Support	874			874
Retail / Retail Storage			6,013	6,013
Security Checkpoint				0
Ticket Counter / Queuing				0
Toilet	1,354			1,354
Total	28,553	0	40,790	69,343

Usable — Exclusive Preferential		Usable — Common				Non-Usable	Totals		
Delta Space - Exclusive / Preferential	IAT Space - Exclusive / Preferential	Customs / FIS Space (Headhouse)	Customs / Sterile Area (Concourse)	Domestic Baggage Claim Space	Checked Baggage Screening Space	All Other than Usable	Usable	Non-Usable	Total
							-	-	-
							-	-	-
									-
							-	-	-
							-	-	-
							-	-	-
							-		
							-	-	-
							-	-	-
						24,537		24,537	24,537
						1,656		1,656	1,656
							-	-	-
							-		
	34,777						34,777	-	34,777
						132		132	132
							-		-
						874		874	874
	6,013						6,013	-	6,013
							-	-	-
							-	-	-
						1,354	-	1,354	1,354
0	40,790	0	0	0	0	28,553	40,790	28,553	69,343

EXMEPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

ORIGINAL CONCOURSE A — Level 4

Program	Common	Delta	IAT	Total
Check In Hall				0
Baggage System				0
Bag Recheck				0
Bus Gate				0
FIS Sterile Circulation				0
FIS				0
Chapels				0
Club Space			20,691	20,691
Comm Closet			176	176
Concourse Circulation				0
Corridor: Service/Common	6,950			6,950
Delta Main Comm Room				0
Domestic Bag Claim				0
Gate Holdroom				0
Mechanical/Electrical	4,232			4,232
Operations / Office			15,692	15,692
TSA Support				0
Retail / Retail Storage				0
Security Checkpoint				0
Ticket Counter / Queuing				0
Toilet				0
Total	11,182	0	36,559	47,741

	Usable — Exclusive Preferential		Usable — Common				Non-Usable	Totals		
	Delta Space - Exclusive / Preferential	IAT Space - Exclusive / Preferential	Customs / FIS Space (Headhouse)	Customs / Sterile Area (Concourse)	Domestic Baggage Claim Space	Checked Baggage Screening Space	All Other than Usable	Usable	Non-Usable	Total
Check In Hall								-	-	-
Baggage System								-	-	-
Bag Recheck								-		-
Bus Gate								-	-	-
FIS Sterile Circulation								-		-
FIS									-	-
Chapels								-		-
Club Space		20,691						20,691		20,691
Comm Closet		176						176	-	176
Concourse Circulation								-	-	-
Corridor: Service/Common							6,950	-	6,950	6,950
Delta Main Comm Room								-	-	-
Domestic Bag Claim								-	-	-
Gate Holdroom								-	-	-
Mechanical/Electrical							4,232	-	4,232	4,232
Operations / Office		15,692						15,692	-	15,692
TSA Support								-	-	-
Retail / Retail Storage									-	-
Security Checkpoint									-	-
Ticket Counter / Queuing										-
Toilet								-	-	-
Total	0	36,559	0	0	0	0	11,182	36,559	11,182	47,741

EXMEPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

Annex 7-3 Functional Areas within the Terminal Sub-Cost Centers

ORIGINAL CONCOURSE B — Level 1

Program	Common	Delta	IAT	Total
Check In Hall				0
Baggage System		58,880	16,607	75,487
Bag Recheck				0
Bus Gate			4,360	4,360
FIS Sterile Circulation				0
FIS	15,555			15,555
Chapels				0
Club Space				0
Comm Closet				0
Concourse Circulation				0
Corridor: Service/Common	715			715
Delta Main Comm Room				0
Domestic Bag Claim				0
Gate Holdroom				0
Mechanical/Electrical	17,062			17,062
Operations / Office		2,405		2,405
TSA Support				0
Retail / Retail Storage			540	540
Security Checkpoint				0
Ticket Counter / Queuing				0
Toilet		2,510		2,510
Total	33,332	63,795	21,507	118,634

Usable — Exclusive Preferential		Usable — Common				Non-Usable	Totals		
Delta Space - Exclusive / Preferential	IAT Space - Exclusive / Preferential	Customs / FIS Space (Headhouse)	Customs / Sterile Area (Concourse)	Domestic Baggage Claim Space	Checked Baggage Screening Space	All Other than Usable	Usable	Non-Usable	Total
							-	-	-
58,880	16,607						75,487	-	75,487
							-	-	-
	4,360						4,360	-	4,360
							-	-	-
		15,555					15,555	-	15,555
							-	-	-
							-	-	-
							-	-	-
						715	-	715	715
							-	-	-
							-	-	-
							-	-	-
						17,062	-	17,062	17,062
2,405							2,405	-	2,405
							-	-	-
	540						540	-	540
							-	-	-
							-	-	-
2,510							2,510	-	2,510
63,795	21,507	15,555	0	0	0	17,777	100,857	17,777	118,634

EXMEPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

ORIGINAL CONCOURSE B — Level 2

Program	Common	Delta	IAT	Total
Check In Hall				0
Baggage System				0
Bag Recheck				0
Bus Gate				0
FIS Sterile Circulation	30,865			30,865
FIS	4,025			4,025
Chapels				0
Club Space				0
Comm Closet	275	285	2,010	2,570
Concourse Circulation				0
Corridors Service/Common	7,885			7,885
Delta Main Comm Room		3,010		3,010
Domestic Bag Claim				0
Gate Holdroom		7,070	3,030	10,100
Mechanical/Electrical	18,857			18,857
Operations / Office		13,263	26,625	39,888
TSA Support				0
Retail / Retail Storage				0
Security Checkpoint				0
Ticket Counter / Queuing				0
Toilet				0
Total	61,907	23,628	31,665	117,200

Usable — Exclusive Preferential		Usable — Common				Non-Usable	Totals		
Delta Space - Exclusive / Preferential	IAT Space - Exclusive / Preferential	Customs / FIS Space (Headhouse)	Customs / Sterile Area (Concourse)	Domestic Baggage Claim Space	Checked Baggage Screening Space	All Other than Usable	Usable	Non-Usable	Total
							-	-	-
							-	-	-
							-	-	-
							-	-	-
			30,865				30,865	-	30,865
		4,025					4,025	-	4,025
							-	-	-
							-	-	-
285	2,010					275	2,295	275	2,570
							-	-	-
						7,885	-	7,885	7,885
3,010							3,010	-	3,010
							-	-	-
7,070	3,030						10,100	-	10,100
						18,857	-	18,857	18,857
13,263	26,625						39,888	-	39,888
							-	-	-
								-	-
								-	-
								-	-
							-		
23,628	31,665	4,025	30,865	0	0	27,017	90,183	27,017	117,200

EXMEPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

Annex 7-3 Functional Areas within the Terminal Sub-Cost Centers

ORIGINAL CONCOURSE B — Level 3

Program	Common	Delta	IAT	Total
Check In Hall				0
Baggage System				0
Bag Recheck				0
Bus Gate			3,377	3,377
FIS Sterile Circulation				0
FIS				0
Chapels				0
Club Space				0
Comm Closet	246			246
Concourse Circulation	53,546			53,546
Corridor: Service/Common	5,537			5,537
Delta Main Comm Room				0
Domestic Bag Claim				0
Gate Holdroom		38,802	18,707	57,509
Mechanical/Electrical	2,037			2,037
Operations / Office				0
TSA Support				0
Retail / Retail Storage			15,438	15,438
Security Checkpoint				0
Ticket Counter / Queuing				0
Toilet	2,514			2,514
Total	63,880	38,802	37,522	140,204

Usable — Exclusive Preferential		Usable — Common				Non-Usable	Totals		
Delta Space - Exclusive / Preferential	IAT Space - Exclusive / Preferential	Customs / FIS Space (Headhouse)	Customs / Sterile Area (Concourse)	Domestic Baggage Claim Space	Checked Baggage Screening Space	All Other than Usable	Usable	Non-Usable	Total
							-	-	
							-	-	
							-	-	-
	3,377						3,377	-	3,377
							-	-	-
							-	-	
							-	-	-
							-	-	-
						246	-	246	246
						53,546	-	53,546	53,546
						5,537	-	5,537	5,537
							-	-	-
							-	-	-
38,802	18,707						57,509	-	57,509
						2,037	-	2,037	2,037
							-	-	-
							-	-	-
	15,438						15,438	-	15,438
							-	-	-
							-	-	-
						2,514	-	2,514	2,514
38,802	37,522	0	0	0	0	63,880	76,324	63,880	140,204

EXPANDED CONCOURSE B — Level 3

Program	Common	Delta	IAT	Total
Check In Hall				0
Baggage System				0
Bag Recheck				0
Bus Gate				0
FIS Sterile Circulation				0
FIS				0
Chapels				0
Club Space				0
Comm Closet				0
Concourse Circulation				0
Corridor: Service/Common	2,140			2,140
Delta Main Comm Room				0
Domestic Bag Claim				0
Gate Holdroom				0
Mechanical/Electrical				0
Operations / Office				0
TSA Support				0
Retail / Retail Storage				0
Security Checkpoint				0
Ticket Counter / Queuing				0
Toilet				0
Total	2,140	0	0	2,140

Usable — Exclusive Preferential		Usable — Common				Non-Usable	Totals		
Delta Space - Exclusive / Preferential	IAT Space - Exclusive / Preferential	Customs / FIS Space (Headhouse)	Customs / Sterile Area (Concourse)	Domestic Baggage Claim Space	Checked Baggage Screening Space	All Other than Usable	Usable	Non-Usable	Total
							-	-	-
							-	-	-
							-	-	-
							-	-	-
							-	-	-
							-	-	-
							-	-	-
							-	-	-
							-	-	-
						2,140	-	2,140	2,140
							-	-	-
							-	-	-
							-	-	-
							-	-	-
							-	-	-
							-	-	-
							-	-	-
							-	-	-
							-	-	-
							-	-	-
0	0	0	0	0	0	2,140	0	2,140	2,140

EXMEPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

PHASE I CONCOURSE B EXPANSION Level 1

Program	Common	Delta	IAT	Total	Usable Exclusive Preferential: Delta Space - Exclusive / Preferential	Usable Exclusive Preferential: IAT Space - Exclusive / Preferential	Usable Common: Customs / FIS Space (Headhouse)	Usable Common: Customs / Sterile Area (Concourse)	Usable Common: Domestic Baggage Claim Space	Usable Common: Checked Baggage Screening Space	Non-Usable: All Other than Usable	Totals: Usable	Totals: Non-Usable	Totals: Total
Check In Hall				0								-	-	-
Baggage System				0								-	-	-
Bag Recheck				0									-	
Bus Gate				0										
FIS Sterile Circulation				0								-	-	-
FIS				0								-	-	-
Chapels				0								-	-	-
Club Space				0								-	-	-
Comm Closet				0									-	
Concourse Circulation				0								-		-
Corridor: Service/Common	7,481			7,481							7,481		7,481	7,481
Delta Main Comm Room				0								-	-	-
Domestic Bag Claim				0									-	
Gate Holdroom				0									-	
Mechanical/Electrical	13,756			13,756							13,756		13,756	13,756
Operations / Office		57,933		57,933	57,933							57,933	-	57,933
TSA Support				0									-	-
Retail / Retail Storage			4,005	4,005		4,005						4,005	-	4,005
Security Checkpoint				0								-	-	-
Ticket Counter / Queuing				0								-	-	-
Toilet		5,521		5,521	5,521							5,521	-	5,521
Total	21,237	63,454	4,005	88,696	63,454	4,005	0	0	0	0	21,237	67,459	21,237	88,696

EXMEPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

Annex 7-3 Functional Areas within the Terminal Sub-Cost Centers

PHASE I CONCOURSE B EXPANSION — Level 2

Program	Common	Delta	IAT	Total
Check In Hall				0
Baggage System				0
Bag Recheck				0
Bus Gate				0
FIS Sterile Circulation	32,048			32,048
FIS				0
Chapels				0
Club Space				0
Comm Closet	1,367			1,367
Concourse Circulation				0
Corridor - Service/Common	2,331			2,331
Delta Main Comm Room				0
Domestic Bag Claim				0
Gate Holdroom		6,641		6,641
Mechanical/Electrical	24,807			24,807
Operations / Office		34,778		34,778
TSA Support				0
Retail / Retail Storage				0
Security Checkpoint				0
Ticket Counter / Queuing				0
Toilet		3,291		3,291
Total	60,553	44,710	0	105,263

	Usable — Exclusive Preferential		Usable — Common				Non-Usable	Totals		
Program	Delta Space - Exclusive / Preferential	IAT Space - Exclusive / Preferential	Customs / FIS Space (Headhouse)	Customs / Sterile Area (Concourse)	Domestic Baggage Claim Space	Checked Baggage Screening Space	All Other than Usable	Usable	Non-Usable	Total
Check In Hall								-	-	-
Baggage System								-	-	-
Bag Recheck								-	-	-
Bus Gate								-	-	-
FIS Sterile Circulation				32,048				32,048	-	32,048
FIS								-	-	-
Chapels								-	-	-
Club Space								-	-	-
Comm Closet							1,367	-	1,367	1,367
Concourse Circulation								-	-	-
Corridor - Service/Common							2,331	-	2,331	2,331
Delta Main Comm Room								-	-	-
Domestic Bag Claim								-	-	-
Gate Holdroom	6,641							6,641	-	6,641
Mechanical/Electrical							24,807	-	24,807	24,807
Operations / Office	34,778							34,778	-	34,778
TSA Support								-	-	-
Retail / Retail Storage								-	-	-
Security Checkpoint								-	-	-
Ticket Counter / Queuing								-	-	-
Toilet	3,291							3,291	-	3,291
Total	44,710	0	0	32,048	0	0	28,505	76,758	28,505	105,263

EXMEPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

PHASE I CONCOURSE B EXPANSION Level 3

Program	Common	Delta	IAT	Total
Check In Hall				0
Baggage System				0
Bag Recheck				0
Bus Gate				0
FIS Sterile Circulation				0
FIS				0
Chapels				0
Club Space		942		942
Comm Closet				0
Concourse Circulation	37,627			37,627
Corridor, Service/Common	4,579			4,579
Delta Main Comm Room				0
Domestic Bag Claim				0
Gate Holdroom		55,804		55,804
Mechanical/Electrical				0
Operations / Office		4,257		4,257
TSA Support				0
Retail / Retail Storage			16,191	16,191
Security Checkpoint				0
Ticket Counter / Queuing				0
Toilet	5,936			5,936
Total	48,142	61,003	16,191	125,336

Usable Exclusive Preferential		Usable Common				Non-Usable	Totals		
Delta Space - Exclusive / Preferential	IAT Space - Exclusive / Preferential	Customs / FIS Space (Headhouse)	Customs / Sterile Area (Concourse)	Domestic Baggage Claim Space	Checked Baggage Screening Space	All Other than Usable	Usable	Non-Usable	Total
							-		-
							-	-	-
							-	-	-
							-	-	-
							-		-
							-		-
942							942	-	942
							-		-
						37,627	-	37,627	37,627
						4,579	-	4,579	4,579
							-	-	-
							-	-	-
55,804							55,804	-	55,804
							-	-	-
4,257							4,257	-	4,257
							-	-	-
	16,191						16,191	-	16,191
							-	-	-
							-	-	-
						5,936		5,936	5,936
61,003	16,191	0	0	0	0	48,142	77,194	48,142	125,336

PHASE I CONCOURSE B EXPANSION Level 4

Program	Common	Delta	IAT	Total
Check In Hall				0
Baggage System				0
Bag Recheck				0
Bus Gate				0
FIS Sterile Circulation				0
FIS				0
Chapels				0
Club Space		22,612		22,612
Comm Closet	238			238
Concourse Circulation				0
Corridor, Service/Common	2,492			2,492
Delta Main Comm Room				0
Domestic Bag Claim				0
Gate Holdroom				0
Mechanical/Electrical	1,942			1,942
Operations / Office				0
TSA Support				0
Retail / Retail Storage				0
Security Checkpoint				0
Ticket Counter / Queuing				0
Toilet		1,064		1,064
Total	4,672	23,676	0	28,348

Usable Exclusive Preferential		Usable Common				Non-Usable	Totals		
Delta Space - Exclusive / Preferential	IAT Space - Exclusive / Preferential	Customs / FIS Space (Headhouse)	Customs / Sterile Area (Concourse)	Domestic Baggage Claim Space	Checked Baggage Screening Space	All Other than Usable	Usable	Non-Usable	Total
							-		-
							-	-	-
							-	-	-
							-	-	-
							-		-
							-		-
							-	-	-
							-	-	-
22,612							22,612	-	22,612
						238	-	238	238
							-		-
						2,492	-	2,492	2,492
							-	-	-
							-	-	-
							-	-	-
						1,942	-	1,942	1,942
							-		-
							-		-
							-	-	-
							-	-	-
1,064							1,064	-	1,064
23,676	0	0	0	0	0	4,672	23,676	4,672	28,348

EXMEPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

SCHEDULE 7-3(b)

Terminal 4 Gate Use Fee/Terminal 4 Hardstand Use Fee

[see attached]

SCHEDULE 7-3(b)

Calculation of Terminal 4 Gate Use Fee and Terminal 4 Hardstand Use Fee

Preliminary Matters:

The calculations of the Terminal 4 Gate Use Fee and the Terminal 4 Hardstand Use Fee as defined in this Schedule 7-3(b) make reference to certain information, tables, and definitions set forth in Schedule 7-3(a) (Calculation and Payment of Post-DBO Delta Rent) which are based on current estimates available to the parties, subject to adjustment upon Phase I DBO as described in Schedule 7-3(a). Capitalized terms used but not defined in the body of the Agreement shall have the meanings assigned to such terms in Schedule 7-3(a) or this Schedule 7-3(b), as applicable.

I. Calculation of "Terminal 4 Gate Use Fee":

A. Determine the Terminal 4 Gate Use Fee as follows:

(i) Multiply the calculated Cost per Square Foot of Useable Area for the Concourse A, Original Concourse B, Concourse B Bus Gate, and Phase 1 Concourse B Expansion Terminal Sub-Cost Centers, as determined in Table F of Schedule 7-3(a), by the holdroom square footage in each respective Terminal Sub-Cost Center as shown on Annex 7-3 of Schedule 7-3(a) pages 15 and 16 to determine the "**Gate Holdroom Costs**".

(ii) Add from Table C of Schedule 7-3(a), the Total Sub-Cost Center Requirement for the Original Gate Parking Positions and the Expansion Gate Parking Positions.

(iii) Divide the total costs in subsections A(i) and A(ii) above by the total number of Original Gate Parking Positions and Expansion Gate Parking Positions (assumed to be 25 after Phase I DBO) and further divide the resulting quotient by 360 to obtain the "**Daily Gate Cost Allocation**". The Daily Gate Cost Allocation will be divided by the Average Turn Number (defined below) resulting in the "**Terminal 4 Gate Use Fee**", all as illustrated in the table below:

	Concourse A	Original Concourse B	Concourse B Bus Gate	Phase I Concourse B Expansion	Total
Cost Per Square Foot of Usable Area (Table F)					
Gate Holdroom Sqft.	39,110	67,609	3,377	62,445	172,541
Total Holdroom Costs					
Gate Requirement (Table C)					
Total Holdroom and Gate Costs					
Total Terminal 4 Gates					25
Average Annual Cost/Gate					

	Concourse A	Original Concourse B	Concourse B Bus Gate	Phase I Concourse B Expansion	Total
Daily Gate Cost Allocation (360 days)					
Average Turn Number					
Terminal 4 Gate Use Fee					

B. As part of the budgeting process, the upcoming Annual Period's Terminal 4 Gate Use Fee will be established by determining the average number of turns (rounded to the nearest tenth) per day per gate during the just-ending fiscal year (annualizing any partial year periods that a gate was in service), resulting in the "Average Turn Number". The Terminal 4 Gate Use Fee for the upcoming Annual Period will be established by dividing the Daily Gate Cost Allocation by the Average Turn Number.

C. Where applicable, the Terminal 4 Gate Use Fee will be paid or credited, as the case may be, for each Turn. A "Turn" means the arrival and departure of an aircraft, excluding returns to ramp not involving a change of load. Notwithstanding the foregoing, one-half (1/2) of the Terminal 4 Gate Use Fee will be paid or credited, as the case may be, for aircraft diversions using a Delta Gate or IAT Gate as appropriate that do not involve the deplanement of passengers or a change of load.

II. Calculation of "Terminal 4 Hardstand Use Fee":

A. Add from Table C of Schedule 7-3(a), the Total Sub-Cost Center Requirement for the three (3) Remote Aircraft Parking Position Sub-Cost Centers set forth in columns 3, 4 and 5 thereof.

B Divide the total from Section II.A above by the number of remote Aircraft Parking Positions (presently 10), and further divide the quotient by 360 days per year to result in the "**Daily Cost Per Hardstand Position**". The Daily Cost Per Hardstand Position shall be further divided by 24 hours to obtain the "**Hourly Hardstand Cost Allocation**", as shown in the table below:

Calculation of Terminal 4 Hourly Hardstand Cost Allocation

Remote Aircraft Parking Positions w/ Fuel Pits	
Remote Aircraft Parking Positions Group V	
Remote Aircraft Parking Positions Group IV	
Total Hardstand Parking Positions Requirements	
Terminal 4 Aircraft Parking Positions	
Daily Cost Per Hardstand Position	
Hourly Hardstand Cost Allocation	

C. The "**Terminal 4 Hardstand Use Fee**" will be determined by multiplying the Hourly Hardstand Cost Allocation by the number of hours (counting any partial hour as a complete hour) of each use of a Hardstand Position subject to the Terminal 4 Hardstand Use Fee pursuant to the terms of the Agreement.

SCHEDULE 7-4

Adjusted Terminal Management Fees

[see attached]

SCHEDULE 7-4

Definition of "Adjusted Terminal Management Fee"

For purposes of this Schedule 7-4 only, capitalized terms not otherwise defined herein shall have the meaning set forth in the JFK IAT Member LLC Agreement (defined below), and the following terms shall have the following meanings:

"**Alternative Annual Period**" means a twelve-month period (or portion thereof) during the term of the Port/IAT Lease beginning on December 1 and ending on November 30, the first such period which commenced on the JFK IAT Effective Date.

"**Base Fee**" means the amount for any Semi-Annual Period that would be payable to IAT for such period (or portion thereof), regardless of whether there is sufficient Available Net Cash Flow to pay such amount, pursuant to Section 8(I)(c)(2) of the Port/IAT Lease as a Subordinated Funding (as such term is defined in the Port/IAT Lease) in respect of ninety percent (90%) of the Lessee Terminal Management Funds (as such term is defined in the Port/IAT Lease).

"**Existing Terminal 4 Square Footage**" means 1,536,730 square feet.

"**JFK IAT Member LLC Agreement**" means that certain Second Amended and Restated Limited Liability Company Agreement of JFK IAT Member, dated as of December 9, 2010, as the same has heretofore been amended, supplemented or otherwise modified.

"**JFK IAT Effective Date**" means the "Effective Date" as such term is defined in the JFK IAT Member LLC Agreement.

"**JFK Passengers**" means, for any Semi-Annual Period, the "JFK Total Passengers" including revenue, non-revenue, international and domestic passengers, shown in the Annual Traffic Report for such period published by the Port Authority.

"**T3/T4 Passengers**" means, for any Semi-Annual Period, all revenue, non-revenue, international, territorial and domestic passengers, who board or disembark during such period from an aircraft, on either scheduled or non-scheduled service, at Terminal 3 or Terminal 4.

"**Terminal 4 Square Footage**" means the gross square footage comprising Terminal 4 as existing from time to time, calculated on a basis consistent with the basis used to calculate the Existing Terminal 4 Square Footage.

For purposes of this Agreement, "**Adjusted Terminal Management Fee**" means the following:

(a) Semi-Annual Period that includes Phase I DBO. With respect to the Semi-Annual Period in which Phase I DBO occurs, the portion of such period from and including Phase I DBO and ending on the day immediately preceding the first day of the Semi-Annual Period commencing on or after Phase I DBO shall be hereinafter referred to as the "**Post DBO Stub**

Period." The Adjusted Terminal Management Fee for the Semi-Annual Period in which Phase I DBO occurs shall be an amount equal to the positive difference between (i) the product of (x) the pro-rata portion of the Base Fee attributable to the Post DBO Stub Period multiplied by (y) a fraction, the numerator of which is the Terminal 4 Square Footage on the last day of such Semi-Annual Period and the denominator of which is the Existing Terminal 4 Square Footage, minus (ii) the pro-rata portion of the Base Fee attributable to the Post DBO Stub Period (the "**Stub Period Adjusted Terminal Management Fee**").

(b) Post DBO Semi-Annual Periods. The Adjusted Terminal Management Fee with respect to the first Semi-Annual Period commencing after Phase I DBO shall be the amount of the Stub Period Adjusted Terminal Management Fee, semi-annualized to reflect a full one hundred eighty (180) day period, and, subject to the proviso in clause (b)(ii)(C) below, the Adjusted Terminal Management Fee with respect to each Semi-Annual Period thereafter shall be the Adjusted Terminal Management Fee with respect to the immediately preceding Semi-Annual Period, subject in each case to the following adjustments:

(i) *Annual CPI Percentage Increase*. Effective on the first day of the first Alternative Annual Period commencing on or after Phase I DBO and thereafter on each anniversary of such date, the Adjusted Terminal Management Fee with respect to the Semi-Annual Period commencing on such date shall be increased from the Adjusted Terminal Management Fee with respect to the immediately preceding Semi-Annual Period by the Annual CPI Percentage Increase (as defined in the Port/IAT Lease but applied as of the first day of such Alternative Annual Period and on each anniversary thereof) provided, however, that, with respect to such adjustment to occur on the first day of the first Alternative Annual Period commencing on or after Phase I DBO, such Annual CPI Percentage Increase shall be pro-rated in a manner such that the adjustment will apply only to the portion of such Alternative Annual Period not covered by the Annual CPI Percentage Increase applied to the Base Fee pursuant to the Port/IAT Lease.

(ii) *Terminal 4 Square Footage Adjustment*.

(A) Effective on the first day of the first Alternative Annual Period commencing on or after Phase I DBO, the Adjusted Terminal Management Fee with respect to the Semi-Annual Period commencing on such date (as adjusted pursuant to clause (b)(i) above) shall be multiplied by a fraction, the numerator of which is the Terminal 4 Square Footage on the date of Phase I DBO and the denominator of which is the Existing Terminal 4 Square Footage.

(B) If one or more additional material changes to the Terminal 4 Square Footage occur (each, a "**Terminal 4 Square Footage Material Change**") during the Post DBO Stub Period or any Semi-Annual Period occurring after Phase I DBO, then, effective on the first day of the next succeeding Semi-Annual Period (the "**Adjustment Date**"), an adjustment shall be made for each such change by multiplying the Adjusted Terminal Management Fee with respect to the Semi-Annual Period commencing on the Adjustment Date (as adjusted pursuant to

clause (b)(i) and (b)(ii)(A) above) by a fraction, the numerator of which is the Terminal 4 Square Footage immediately after the Terminal 4 Square Footage Material Change and the denominator of which is the Terminal 4 Square Footage immediately prior to the Terminal 4 Square Footage Material Change; provided, however, that, any adjustment pursuant to this clause (B) shall be made only if such fraction yields a number greater than one (1) unless the reduction in Terminal 4 Square Footage is due to a permanent reduction in such space as a result of a casualty, condemnation or similar event, in which case the adjustment shall be made using such fraction yielding a number less than one (1).

(C) Notwithstanding the foregoing, any adjustment to the Adjusted Terminal Management Fee for a Semi-Annual Period pursuant to the foregoing clauses (A) or (B) shall be pro-rated to reflect, in the case of clause (A), the number of days between the date on which Phase I DBO occurs and the first day of the first Alternative Annual Period commencing on or after Phase I DBO, and, in the case of clause (B), the number of days between the date on which any additional Terminal 4 Square Footage Material Change occurs and the applicable Adjustment Date for such change, in each case relative to a one hundred eighty (180) day period; provided, however, that for purposes of determining the Adjusted Terminal Management Fee with respect to the Semi-Annual Period immediately succeeding the Semi-Annual Period in which adjustments are made pursuant to clause (b) above, any adjustment pursuant to the foregoing clauses (A) or (B) shall be semi-annualized to reflect a one hundred eighty (180) day period.

(iii) *JFK Passenger Adjustment*. Effective on the first day of the second (2nd) Alternative Annual Period commencing after Phase I DBO, the Adjusted Terminal Management Fee with respect to the Semi-Annual Period commencing on such date (as adjusted pursuant to clause (b)(i) and (b)(ii) above) shall be multiplied by a fraction, the numerator of which is the total number of JFK Passengers during the first Alternative Annual Period commencing on or after Phase I DBO and the denominator of which is the total number of JFK Passengers during the twelve (12) month period immediately preceding the first Alternative Annual Period commencing on or after Phase I DBO; provided that if such fraction yields a number less than 1.0, then such fraction shall equal 1.0, and if such fraction yields a number greater than 1.02, then such fraction shall equal 1.02.

(iv) *T3/T4 Passenger Adjustment*. Effective on the first day of the third (3rd) Alternative Annual Period commencing after Phase I DBO and thereafter on each anniversary of such date, the Adjusted Terminal Management Fee with respect to the Semi-Annual Period commencing on such date (as adjusted pursuant to clause (b)(i) and (b)(ii) above) shall be multiplied by a fraction, the numerator of which is the total number of T3/T4 Passengers during the immediately preceding Alternative Annual Period (the "**Latest Year**") and the denominator of which is the total number of T3/T4 Passengers during the Alternative Annual Period immediately preceding the Latest Year (it being understood and agreed that such adjustment may be an increase or decrease and,

accordingly, may either increase or decrease the Adjusted Terminal Management Fee for such period (as adjusted pursuant to clause (b)(i) and (b)(ii) above)); provided, however, that if the total number of T3/T4 Passengers during the Latest Year represents a decrease from the Alternative Annual Period immediately preceding the Latest Year, and the percentage of such decrease is greater than the percentage decrease or increase in the total number of JFK Passengers during the Latest Year compared to the total number of JFK Passengers during the Alternative Annual Period immediately preceding the Latest Year, then the fraction set forth in this clause (b)(iv) shall be replaced with a fraction, the numerator of which is the total number of JFK Passengers during the Latest Year and the denominator of which is the total number of JFK Passengers during the Alternative Annual Period immediately preceding the Latest Year.

(v) *Partial Semi-Annual Periods*. If IAT is dissolved or liquidated pursuant to Article VII of the JFK IAT Member LLC Agreement or otherwise, the Adjusted Terminal Management Fee for such portion of a Semi-Annual Period during which such dissolution or liquidation occurs shall be adjusted by multiplying the Adjusted Terminal Management Fee with respect to such period by a fraction, the numerator of which is the number of days in such period up to and including the last day with respect to which distributions of Adjusted Fee Income to SUSA Inc. are to be made pursuant to Article IV of the JFK IAT Member LLC Agreement and the denominator of which is 180.

(c) *Port/IAT Lease Reconciliations*. In the event IAT or the Port Authority makes any adjustments, true-ups or other reconciliations to amounts under the Port/IAT Lease that would affect the amount of the Adjusted Terminal Management Fee calculated pursuant to this Schedule 7-4 with respect to any period, IAT and Delta shall promptly make the corresponding adjustment, true-up or other reconciliation to the Adjusted Terminal Management Fee with respect to such period and any subsequent periods.

SCHEDULE 8-1

Port Authority Rules and Regulations

[see attached]

SCHEDULE 8-1

Port Authority Rules and Regulations

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
AIRPORT RULES AND REGULATIONS

Issued August 4, 2009, pursuant to Article IX of the by-laws of The Port Authority's of New York and New Jersey adopted at a meeting of the Board of Commissioners held on July 26, 2007, and amended at a meeting of that body on May 22, 2008.

Issued by The Port Authority of New York & New Jersey - Aviation Department.

Together with such Airport bulletins issued from time to time by the Managers as necessary to amend the Port Authority Rules and Regulations.

SCHEDULE 8-2

Terminal 4 Rules and Regulations

[see attached]

SCHEDULE 8-2

Terminal 4 Rules and Regulations

1. JFK INTERNATIONAL AIR TERMINAL, LLC
   TERMINAL 4 - AIRSIDE OPERATIONS GUIDE

2. JFK INTERNATIONAL AIR TERMINAL, LLC
   TERMINAL 4 OPERATIONS MANUAL
   Effective as of April 2006

   Including:

   Attachment 1: Solicitation
   Attachment 2: Quality and Customer Service Standards – Food and Beverage
   Attachment 3: Quality and Customer Service Standards – Shops and Services
   Attachment 4: Terminal and Landside Technical Instructions
   Attachment 5: Airside Technical Instructions
   Attachment 6: Safety and Security Policy and Procedures

SCHEDULE 8-3

Terminal 3 Parking Fee

[see attached]

SCHEDULE 8-3

Terminal 3 Parking Fees

Capitalized terms used but not defined in the body of the Agreement shall have the meanings assigned to such terms in this Schedule 8-3.

The "**Terminal 3 Parking Fee**" shall be determined by multiplying the amount of time a Contract Carrier or Other JFK Carrier is utilizing a Terminal 3 Hardstand Position by the applicable Terminal 3 Hardstand Daily Use Fee or Terminal 3 Hardstand Hourly Use Fee, as appropriate, and shall be applied as a credit to Post-DBO Rent in accordance with Section 8.3 of the Agreement.

For purposes of this Schedule 8-3, the following definitions shall apply:

"**Delta Use Carrier**" shall mean Delta and Delta Affiliate Carriers which may operate through arrangements with Delta.

"**Other JFK Carriers**" shall mean Contract Carriers (excluding Delta Use Carriers) and other Scheduled Aircraft Operators operating at the Airport.

"**Terminal 3 Additional Rental**" means any rental other than Terminal 3 Ground Rental paid by Delta to the Port Authority from time-to-time under the Terminal 3 Parking Space Permit. This amount shall exclude fees paid or payable by the Permittee to the Port Authority, independent of the Basic Fee under the Permit, arising out of or related to the enforcement of the Permit provisions, e.g., late fees, audit service fees, legal fees and expenses, etc.

"**Terminal 3 Capital Charge**" means an annual amount determined by amortizing over the lesser of ten (10) years or the remaining period of permission of the Terminal 3 Parking Space Permit, at the interest rate of the longest maturity of the Series 8 Bonds, the sum of all unreimbursed costs and expenses incurred by Delta with respect to the design, demolition (of Terminal 3) and construction of the 2010 Construction Work (as defined in Supplement No. 3 to the Port/Delta Lease), excluding (i) construction of the Terminal 2-4 Pedestrian Connector and costs and expenses relating thereto, (ii) all underground environmental Remediation of Hazardous Substances, (iii) the demolition of the Air Train connector and elevator core at Terminal 3, together with any unreimbursed Capital Expenditures made by Delta with respect to the Terminal 3 Site during the term of the Terminal 3 Parking Space Permit. To the extent any amount is included in the Terminal 3 Capital Charge that is later reimbursed, the Terminal 3 Capital Charge shall be recalculated prospectively taking into account the reimbursement amount received. As of the date upon which the Port Authority PFC application for funding for the 2010 Construction Work is approved, any amount that is to be reimbursed to the Permittee by Port Authority PFC funds shall be excluded from the Terminal 3 Capital Charge; however, if any of these amounts submitted to the Port Authority for reimbursement from PFC funds are not reimbursed by the Port Authority then these amounts shall be included in the Terminal 3 Capital Charge on a prospective basis.

"**Terminal 3 Direct and Indirect O&M Expenses**" shall mean Delta's direct, actual costs for performing its maintenance and repair obligations pursuant to Special Endorsement 9 of the Terminal 3 Parking Space Permit plus indirect O&M expenses equal to 15% of such amount.

"**Terminal 3 Deferred Ground Rental**" shall mean the Area IB Ground Rental (as defined in the Port/Delta Lease) paid by Delta to the Port Authority under the Port/Delta Lease excluding, if the Terminal 3 Site Surrender Date (as defined in the Port/Delta Lease) has not occurred by the end of the twenty-fourth (24th) month from and including the month in which the Demolition Commencement Date (as defined in the Port/Delta Lease) occurs, the difference between (1) any amounts accrued and paid at the Second Deferred Area IB Ground Rental Rate (as defined in the Port/Delta Lease) and (2) the amounts that would have been accrued and paid at the First Deferred Area IB Ground Rental Rate (as defined in the Port/Delta Lease) had the Terminal 3 Site Surrender Date (as defined in the Port/Delta Lease) occurred by the end of the twenty-fourth (24th) month from and including the month in which the Demolition Commencement Date (as defined in the Port/Delta Lease) occurs.

"**Terminal 3 Ground Rental**" shall mean the Basic Fee (as defined in the Terminal 3 Parking Space Permit), paid by Delta to the Port Authority under the Terminal 3 Parking Space Permit.

"**Terminal 3 Hardstand Daily Use Fee**" shall be calculated, on a per Terminal 3 Hardstand Position basis, by allocating the Terminal 3 Hardstand Expenses pro-rata to each of the Terminal 3 Hardstand Positions and then by dividing the Terminal 3 Hardstand Expenses allocated to each Terminal 3 Hardstand Position by a 360-day year.

"**Terminal 3 Hardstand Expenses**" shall mean, for the applicable year, the total of all Terminal 3 Ground Rental, Terminal 3 Deferred Ground Rental, Terminal 3 Additional Rental, if any, Terminal 3 Direct and Indirect O&M Expenses, and Terminal 3 Capital Charges.

"**Terminal 3 Hardstand Hourly Use Fee**" shall be calculated, per Terminal 3 Hardstand Position, by dividing the Terminal 3 Hardstand Daily Use Fee by 24 hours per day.

"**Terminal 3 Hardstand Position**" shall mean the hardstand positions located on the Terminal 3 Site which are the subject of the Terminal 3 Parking Space Permit.

The pro-forma calculations of the Terminal 3 Hardstand Daily Use Fees and Terminal 3 Hardstand Hourly Use Fees are illustrated in Exhibit A to Schedule 8-3 attached hereto.

EXHIBIT A to Schedule 8-3

Terminal 3 Hardstand Parking Position Rental Calculation

[see attached]

Exhibit A to Schedule 8-3

Terminal 3 Hardstand Parking Position Rental Calculation

	Note		2013	2014	2015	2016	2017	2018
Ground Rental								
Terminal 3 Acres		48.3497	48.3497	48.3497	48.3497	48.3497	48.3497	48.3497
Terminal 3 Ground Rental/Acre (AYC-325) 1/	1/							
Terminal 3 Ground Rental/Acre (Permit)								
Terminal 3 Deferred Ground Rent	2/							
Terminal 3 Ground Rent								
Terminal 3 Deferred Ground Rent Amortized	3/	6.50%						
Total Terminal 3 Ground Rent & Deferred Ground Rent								
Capital Investment								
Terminal 3 Capital Charge	4/							
Terminal 3 Additional Rental	5/			-	-	-	-	-
		T4 - 2010						
Operation & Maintenance Expenses	6/	**Budget**						
Direct O&M Expenses								
Marking & Line Painting								
Ramp Scrubbing								
Ramp Sweeping								
Maintenance								
Snow Removal								
Incineration/Trash Removal								
FOD Program								
Utilities								
Total Direct O&M								
Indirect O&M Expenses								
Personnel (10% of Direct O&M)								
G&A Costs (5% of Direct O&M and Personnel)								
Total Direct and Indirect O&M								
Total Terminal 3 Hardstand Expenses								
Terminal 3 Hardstand Positions								
Terminal 3 Annual Cost Per Position	7/							
Terminal 3 Hardstand Daily Use Fee Per Position								
Terminal 3 Hardstand Average Hours of Utilization Per Day								
Terminal 3 Hardstand Hourly Use Fee Per Position								

1/ Terminal 3 Ground Rental rate is based on current AYC-325 rate through 2017.
2/ Terminal 3 Ground Rent assumed deferred from 5/1/2013 through 5/1/2015.
3/ Terminal 3 Deferred Ground Rent is amortized at the long bond rate through 2020.
4/ Based on Delta equity investment at Terminal 3 site amortized for 10 years at 6% (long bond rate)
5/ Based on actual future investement recoverable through the Hardstand Use Fee
6/ Terminal 3 Hardstand O&M Expenses are based on Terminal 4 actual ramp O&M expenses for illustration purposes only.
7/ Proforma estimate only,Terminal 3 Hardstand Use Fee will be based on the above methodology and actual annual costs.

SCHEDULE 10-1

Committee Representatives

[see attached]

SCHEDULE 10-1

Committee Representatives

Trilateral Committee • Delta Corporate Real Estate Vice President • SUSA Inc. President • President
Management Committee • President • Delta Director Corporate Real Estate
Operations Advisory Committee • Delta Vice President – Airport Customer Service JFK • IAT COO • Additional designees appointed by Management Committee

SCHEDULE 10-2

Pro Forma Budget

[see attached]

			DOCUMENT DATE
DIVISION 16 – ELECTRICAL (Refer to DIVISION 26 ELECTRICAL specification sections)			
^^	Section 16122	Cables, Splices, Terminations (D.C. Traction Power Cable)	June 11, 2010
^^	Section 16430	Solid State Frequency Converter	June 11, 2010
^^	Section 16432	Manual Aircraft Docking Guidance Unit	June 11, 2010
^^	Section 16465	Cable Hoists	June 11, 2010
+	Section 16640	Aviation Fuel System Cathodic Protection by Galvanic Anodes	June 11, 2010
+	Section 16980	Aviation Fuel Distribution Electrical	June 11, 2010
+	Section 16985	Aviation Fuel Distribution Instrumentation	June 11, 2010
+	Section 16988	Aviation Fuel Distribution Emergency Fuel Shutoff System	June 11, 2010
+	Section 16990	Aviation Fuel Distribution Control System	June 11, 2010
FACILITIES SERVICES SUBGROUP			
DIVISION 21 – FIRE SUPPRESSION			
*	Section 21 05 00	Common Work Results for Fire-Suppression	June 11, 2010
*	Section 21 05 48	Vibration and Seismic Controls for Fire-Suppression Piping and Equipment	June 11, 2010
*	Section 21 10 00	Water-Based Fire Suppression Systems	June 11, 2010
*	Section 21 13 16	Dry-Pipe Sprinkler Systems	June 11, 2010
*	Section 21 22 00	Clean-Agent Fire Extinguishing Systems	June 11, 2010
DIVISION 22 – PLUMBING			
*	Section 22 05 00	Common Work Results for Plumbing	June 11, 2010
*	Section 22 05 19	Meters and Gages for Plumbing Piping	June 11, 2010
*	Section 22 05 23	General-Duty Valves for Plumbing Piping	June 11, 2010
*	Section 22 05 29	Hangers and Supports for Plumbing Piping and Equipment	June 11, 2010
*	Section 22 05 33	Heat Tracing for Plumbing Piping	June 11, 2010
*	Section 22 05 48	Vibration and Seismic Controls for Plumbing Piping and Equipment	June 11, 2010
*	Section 22 05 53	Identification for Plumbing Piping and Equipment	June 11, 2010

Copyright © Skidmore, Owings & Merrill LLP 2010

			DOCUMENT DATE
*	Section 22 07 00	Plumbing Insulation	June 11, 2010
*	Section 22 11 16	Domestic Water Piping	June 11, 2010
*	Section 22 11 19	Domestic Water Piping Specialties	June 11, 2010
*	Section 22 13 16	Sanitary Waste and Vent Piping	June 11, 2010
*	Section 22 13 19	Sanitary Waste Piping Specialties	June 11, 2010
*	Section 22 14 13	Facility Storm Drainage Piping	June 11, 2010
*	Section 22 14 23	Storm Drainage Piping Specialties	June 11, 2010
*	Section 22 14 29	Sump Pumps	June 11, 2010
*	Section 22 33 00	Electric Domestic Water Heaters	June 11, 2010
*	Section 22 40 00	Plumbing Fixtures	June 11, 2010
*	Section 22 47 00	Drinking Fountains and Water Coolers	June 11, 2010
DIVISION 23 – HEATING, VENTILATING and AIR CONDITIONING			
*	Section 23 05 00	Common Work Results for HVAC	June 11, 2010
*	Section 23 05 01	Basic Piping Materials and Methods	June 11, 2010
*	Section 23 05 02	Unit Prices for HVAC	June 11, 2010
*	Section 23 05 13	Common Motor Requirements for HVAC Equipment	June 11, 2010
*	Section 23 05 16	Expansion Fitting and Loops for HVAC Piping	June 11, 2010
*	Section 23 05 19	Meters and Gauges for HVAC Piping	June 11, 2010
*	Section 23 05 23	General Duty Valves for HVAC Piping	June 11, 2010
*	Section 23 05 23-01	Manual Valves (Calpine Piping)	June 11, 2010
*	Section 23 05 29	Hangers and Supports for HVAC Piping & Equipment	June 11, 2010
*	Section 23 05 29-01	Piping and Equipment Supports, Anchors and Sleeves (Calpine Piping)	June 11, 2010
*	Section 23 05 48	Mechanical Noise, Vibration and Seismic Controls	June 11, 2010
*	Section 23 05 53	Identification for HVAC Piping and Equipment	June 11, 2010
*	Section 23 05 93	Testing, Adjusting and Balancing	June 11, 2010
*	Section 23 07 13	Duct Insulation	June 11, 2010

Copyright © Skidmore, Owings & Merrill LLP 2010

			DOCUMENT DATE
*	Section 23 07 16	HVAC Equipment Insulation	June 11, 2010
*	Section 23 07 19	HVAC Pipe Insulation	June 11, 2010
*	Section 23 07 19-01	Insulation (Calpine Piping)	June 11, 2010
*	Section 23 21 13	Hydronic Piping	June 11, 2010
*	Section 23 21 13-01	Calpine Piping Within the Building	June 11, 2010
*	Section 23 21 13-02	Piping Specialties (Calpine Piping)	June 11, 2010
*	Section 23 21 13-03	Pipe and Pipe Fittings (Calpine Piping)	June 11, 2010
*	Section 23 21 23	Hydronic Pumps	June 11, 2010
*	Section 23 25 00	HVAC Water Treatment	June 11, 2010
*	Section 23 31 13	Metal Ducts	June 11, 2010
*	Section 23 33 00	Air Duct Accessories	June 11, 2010
*	Section 23 34 13	Axial HVAC Fans	June 11, 2010
*	Section 23 34 16	Centrifugal Fans	June 11, 2010
*	Section 23 34 23	HVAC Power Ventilators	June 11, 2010
*	Section 23 36 00	Air Terminal Units	June 11, 2010
*	Section 23 37 13	Diffusers, Registers and Grilles	June 11, 2010
*	***Section 23 41 00***	***Particulate Air Filtration***	***June 11, 2010***
*	Section 23 57 00	Heat Exchangers for HVAC	June 11, 2010
*	Section 23 73 13	Modular Indoor Central Station Air-Handling Units	June 11, 2010
*	***Section 23 81 23***	***Computer Room Air Conditioning Units***	***June 11, 2010***
*	Section 23 82 19	Fan-Coil Units	June 11, 2010
*	Section 23 82 39-02	Propeller Unit Heaters	June 11, 2010
*	Section 23 83 13	Electric Heat Tracing for Freeze Protection	June 11, 2010
DIVISION 25- INTEGRATED AUTOMATION			
*	Section 25 01 00	Integrated Automation Facility Controls	June 11, 2010
*	Section 25 95 00	Integrated Automation Control Sequences for HVAC	June 11, 2010

Copyright © Skidmore, Owings & Merrill LLP 2010

DOCUMENT DATE

VOLUME 4- Divisions 26, 27, 28, 31, 32, 33 and 34

DIVISION 26 – ELECTRICAL

*	Section 26 05 00	Common Work Results for Electrical	June 11, 2010
*	Section 26 05 10	Unit Prices	June 11, 2010
*	Section 26 05 13	Medium-Voltage Cables	June 11, 2010
*	Section 26 05 19	Low-Voltage Electrical Power Conductors and Cables	June 11, 2010
*	Section 26 05 26	Grounding and Bonding for Electrical Systems	June 11, 2010
*	Section 26 05 29	Hangers and Supports for Electrical Systems	June 11, 2010
*	Section 26 05 33	Raceway and Boxes for Electrical Systems	June 11, 2010
*	Section 26 05 36	Cable Tray for Electrical Systems	June 11, 2010
*	Section 26 05 43	Underground Ducts and Raceways for Electrical Systems	June 11, 2010
*	Section 26 05 53	Identification for Electrical Systems	June 11, 2010
*	Section 26 05 73	Over Current Protective Device Coordination Study	June 11, 2010
*	Section 26 09 13	Electrical Power Monitoring and Control	June 11, 2010
*	Section 26 09 23	Lighting Control Devices	June 11, 2010
*	Section 26 09 43	Network Lighting Control	June 11, 2010
*	Section 26 11 16	Secondary Unit Substations	June 11, 2010
*	Section 26 12 00	Medium-Voltage Transformers	June 11, 2010
*	Section 26 13 00	Medium-Voltage Switchgear	June 11, 2010
*	Section 26 22 00	Low-Voltage Transformers	June 11, 2010
*	Section 26 23 00	Low-Voltage Switchgear	June 11, 2010
*	Section 26 24 13	Switch Boards	June 11, 2010
*	Section 26 24 16	Panel Boards	June 11, 2010
*	Section 26 27 13	Electricity Metering	June 11, 2010
*	Section 26 27 26	Wiring Devices	June 11, 2010

Copyright © Skidmore, Owings & Merrill LLP 2010

			DOCUMENT DATE
*	Section 26 28 16	Enclosed Switches and Circuit Breakers	June 11, 2010
*	Section 26 29 13	Enclosed Controllers	June 11, 2010
*	Section 26 29 23	Variable-Frequency Motor Controllers	June 11, 2010
*	~~Section 26 32 13~~	~~Engine Generators~~	~~June 11, 2010~~
*	Section 26 33 53	Static Uninterruptible Power Supply	June 11, 2010
*	Section 26 35 33	Power Factor Correction Equipment	June 11, 2010
*	Section 26 36 00	Transfer Switches	June 11, 2010
*	Section 26 41 13	Lightning Protection for Structures	June 11, 2010
*	Section 26 43 13	Transient Voltage Suppression for Low-Voltage Electrical Power Circuits	June 11, 2010
*	Section 26 51 00	Interior Lighting	June 11, 2010
*	Section 26 56 00	Exterior Lighting	June 11, 2010
DIVISION 27- COMMUNICATIONS			
*	Section 27 05 00	Common Work Results for Communications	June 11, 2010
*	Section 27 05 26	Grounding and Bonding for Communications Systems	June 11, 2010
*	Section 27 05 28	Pathways for Communications Systems	June 11, 2010
*	Section 27 05 53	Identification for Communications Systems	June 11, 2010
*	Section 27 11 00	Communications Equipment Room Fittings	June 11, 2010
*	Section 27 13 00	Communications Backbone Cabling	June 11, 2010
*	Section 27 15 00	Communications Horizontal Cabling	June 11, 2010
*	Section 27 21 00	Data Communications Network Equipment	June 11, 2010
*	Section 27 21 33	Data Communications Wireless Access Points	June 11, 2010
*	Section 27 31 00	Voice Communications Switching and Routing Equipment	June 11, 2010
*	Section 27 42 16	Display Systems	June 11, 2010
*	Section 27 51 16	Public Address System	June 11, 2010
*	Section 27 53 13	Clock Systems	June 11, 2010
*	Section 27 53 19	Private Mobile Radio and Antenna Systems	June 11, 2010

Copyright © Skidmore, Owings & Merrill LLP 2010

			DOCUMENT DATE
DIVISION 28 – ELECTRONIC SAFETY AND SECURITY			
*	Section 28 05 00	Common Work Results for Electronic Security	June 11, 2010
*	Section 28 13 00	Access Control Alarm Monitoring System	June 11, 2010
*	Section 28 23 00	Closed Circuit Television Surveillance System	June 11, 2010
*	Section 28 31 11	Digital Addressable Fire Alarm System	June 11, 2010
*	Section 28 51 00	Security Intercommunication System	June 11, 2010

SITE AND INFRASTRUCTURE SUBGROUP

DIVISION 31 – EARTHWORK (Refer to DIVISION 02 SITEWORK specification sections in Volume 1)

DIVISION 32 – EXTERIOR IMPROVEMENTS (Refer to DIVISION 02 SITEWORK specification sections in Volume 1)

DIVISION 33 – UTILITIES (Refer to DIVISION 02 SITEWORK specification sections in Volume 1)

DIVISION 34 - TRANSPORTATION

++	Section 34 77 16	Baggage Handling System	Not Issued

PROCESS EQUIPMENT SUBGROUP – NOT USED

END OF TABLE OF CONTENTS

Copyright © Skidmore, Owings & Merrill LLP 2010

SECTION 00 15 00

DRAWING LIST

Delta Air Lines – JFK Terminal 4 Redevelopment, Concourse B Extension

Concourse B – Architecture and Building Systems Drawing List

Volume I – Architecture & Signage

G-000	DRAWING INDEX
G-001	GENERAL ARCHITECTURAL INFORMATION
G-002	PROJECT NOTES
A-100	SITE PLAN
D-101	LEVEL 1 OVERALL DEMOLITION PLAN
D-101G	LEVEL 1 CONCOURSE B DEMOLITION PART PLAN G
D-101Q	LEVEL 1 CONCOURSE B PART DEMOLITION PLAN Q
D-101R	LEVEL 1 CONCOURSE B PART DEMOLITION PLAN R
D-101S	LEVEL 1 CONCOURSE B PART DEMOLITION PLAN S
D-101T	LEVEL 1 CONCOURSE B PART DEMOLITION PLAN T
D-101U	LEVEL 1 CONCOURSE B PART DEMOLITION PLAN U
D-101V	LEVEL 1 CONCOURSE B PART DEMOLITION PLAN V
D-102	LEVEL 2 OVERALL DEMOLITION PLAN
D-102G	LEVEL 2 CONCOURSE B PART DEMOLITION PLAN G
D-102Q	LEVEL 2 CONCOURSE B PART DEMOLITION PLAN Q
D-102R	LEVEL 2 CONCOURSE B PART DEMOLITION PLAN R
D-102S	LEVEL 2 CONCOURSE B PART DEMOLITION PLAN S
D-102T	LEVEL 2 CONCOURSE B PART DEMOLITION PLAN T
D-102U	LEVEL 2 CONCOURSE B PART DEMOLITION PLAN U
D-102V	LEVEL 2 CONCOURSE B PART DEMOLITION PLAN V
D-103	LEVEL 3 OVERALL DEMOLITION PLAN
D-103G	LEVEL 3 CONCOURSE B PART DEMOLITION PLAN G
D-103Q	LEVEL 3 CONCOURSE B PART DEMOLITION PLAN Q
D-103R	LEVEL 3 CONCOURSE B PART DEMOLITION PLAN R
D-103S	LEVEL 3 CONCOURSE B PART DEMOLITION PLAN S
D-103T	LEVEL 3 CONCOURSE B PART DEMOLITION PLAN T
D-103U	LEVEL 3 CONCOURSE B PART DEMOLITION PLAN U
D-103V	LEVEL 3 CONCOURSE B PART DEMOLITION PLAN V
A-000	POTENTIAL FUEL SPILL POINT SETBACK SITE PLAN
A-001	LEVEL 1 OVERALL EGRESS PLAN
A-001B4	LEVEL 1 CONCOURSE B PART EGRESS PLAN B4
A-001B5	LEVEL 1 CONCOURSE B PART EGRESS PLAN B5
A-001B6	LEVEL 1 CONCOURSE B PART EGRESS PLAN B6
A-001B7	LEVEL 1 CONCOURSE B PART EGRESS PLAN B7
A-002	LEVEL 2 OVERALL EGRESS PLAN
A-002B1	LEVEL 2 CONCOURSE B PART EGRESS PLAN B1

SECTION 00 15 00

DRAWING LIST

A-002B4	LEVEL 2 CONCOURSE B PART EGRESS PLAN B4
A-002B5	LEVEL 2 CONCOURSE B PART EGRESS PLAN B5
A-002B6	LEVEL 2 CONCOURSE B PART EGRESS PLAN B6
A-002B7	LEVEL 2 CONCOURSE B PART EGRESS PLAN B7
A-003	LEVEL 3 OVERALL EGRESS PLAN
A-003B4	LEVEL 3 CONCOURSE B PART EGRESS PLAN B4
A-003B5	LEVEL 3 CONCOURSE B PART EGRESS PLAN B5
A-003B6	LEVEL 3 CONCOURSE B PART EGRESS PLAN B6
A-003B7	LEVEL 3 CONCOURSE B PART EGRESS PLAN B7
A-004	ROOF LEVEL/LEVEL 4 OVERALL EGRESS PLAN
A-004B4	ROOF LEVEL/LEVEL 4 CONCOURSE B PART EGRESS PLAN B4
A-020	SECTIONAL FIRE RATING DIAGRAMS
A-101	LEVEL 1 OVERALL PLAN
A-101G	LEVEL 1 CONCOURSE B PART PLAN G
A-101Q	LEVEL 1 CONCOURSE B PART PLAN Q
A-101R	LEVEL 1 CONCOURSE B PART PLAN R
A-101S	LEVEL 1 CONCOURSE B PART PLAN S
A-101T	LEVEL 1 CONCOURSE B PART PLAN T
A-101U	LEVEL 1 CONCOURSE B PART PLAN U
A-101V	LEVEL 1 CONCOURSE B PART PLAN V
A-101BA	LEVEL 1 CONCOURSE B PART PLAN BA
A-101BB	LEVEL 1 CONCOURSE B PART PLAN BB
A-101BC	LEVEL 1 CONCOURSE B PART PLAN BC
A-101BD	LEVEL 1 CONCOURSE B PART PLAN BD
A-101BE	LEVEL 1 CONCOURSE B PART PLAN BE
A-101BF	LEVEL 1 CONCOURSE B PART PLAN BF
A-102	LEVEL 2 OVERALL PLAN
A-102G	LEVEL 2 CONCOURSE B PART PLAN G
A-102Q	LEVEL 2 CONCOURSE B PART PLAN Q
A-102R	LEVEL 2 CONCOURSE B PART PLAN R
A-102S	LEVEL 2 CONCOURSE B PART PLAN S
A-102T	LEVEL 2 CONCOURSE B PART PLAN T
A-102U	LEVEL 2 CONCOURSE B PART PLAN U
A-102V	LEVEL 2 CONCOURSE B PART PLAN V
A-102BA	LEVEL 2 CONCOURSE B PART PLAN BA
A-102BB	LEVEL 2 CONCOURSE B PART PLAN BB
A-102BC	LEVEL 2 CONCOURSE B PART PLAN BC
A-102BD	LEVEL 2 CONCOURSE B PART PLAN BD
A-102BE	LEVEL 2 CONCOURSE B PART PLAN BE
A-102BF	LEVEL 2 CONCOURSE B PART PLAN BF
A-103	LEVEL 3 OVERALL PLAN
A-103G	LEVEL 3 CONCOURSE B PART PLAN G

SECTION 00 15 00

DRAWING LIST

A-103Q	LEVEL 3 CONCOURSE B PART PLAN Q
A-103R	LEVEL 3 CONCOURSE B PART PLAN R
A-103S	LEVEL 3 CONCOURSE B PART PLAN S
A-103T	LEVEL 3 CONCOURSE B PART PLAN T
A-103U	LEVEL 3 CONCOURSE B PART PLAN U
A-103V	LEVEL 3 CONCOURSE B PART PLAN V
A-103BA	LEVEL 3 CONCOURSE B PART PLAN BA
A-103BB	LEVEL 3 CONCOURSE B PART PLAN BB
A-103BC	LEVEL 3 CONCOURSE B PART PLAN BC
A-103BD	LEVEL 3 CONCOURSE B PART PLAN BD
A-103BE	LEVEL 3 CONCOURSE B PART PLAN BE
A-103BF	LEVEL 3 CONCOURSE B PART PLAN BF
A-104	LEVEL 4 OVERALL PLAN
A-104G	ROOF LEVEL CONCOURSE B PART PLAN G
A-104Q	ROOF LEVEL CONCOURSE B PART PLAN Q
A-104R	ROOF LEVEL CONCOURSE B PART PLAN R
A-104S	ROOF LEVEL CONCOURSE B PART PLAN S
A-104T	ROOF LEVEL CONCOURSE B PART PLAN T
A-104U	ROOF LEVEL CONCOURSE B PART PLAN U
A-104V	ROOF LEVEL CONCOURSE B PART PLAN V
A-104BA	ROOF LEVEL CONCOURSE B PART PLAN BA
A-104BB	ROOF LEVEL CONCOURSE B PART PLAN BB
A-104BC	ROOF LEVEL CONCOURSE B PART PLAN BC
A-104BD	ROOF LEVEL CONCOURSE B PART PLAN BD
A-104BE	ROOF LEVEL CONCOURSE B PART PLAN BE
A-104BF	ROOF LEVEL CONCOURSE B PART PLAN BF
A-105	LEVEL 5 OVERALL PLAN
A-105BA	LEVEL 5 CONCOURSE B PART PLAN BA
A-105BB	LEVEL 5 CONCOURSE B PART PLAN BB
A-221	CONCOURSE B OVERALL ELEVATIONS
A-222	CONCOURSE B PARTIAL LARGE SCALE ELEVATIONS
A-223	CONCOURSE B PARTIAL LARGE SCALE ELEVATIONS
A-224	CONCOURSE B PARTIAL LARGE SCALE ELEVATIONS
A-225	CONCOURSE B PARTIAL LARGE SCALE ELEVATIONS
A-226	CONCOURSE B PARTIAL LARGE SCALE ELEVATIONS
A-261	CONCOURSE B TRANSVERSE BUILDING SECTIONS
A-262	CONCOURSE B LONGITUDINAL BUILDING SECTION
A-263	CONCOURSE B LONGITUDINAL BUILDING SECTION
A-310	FIXED BRIDGE KEY PLAN
A-315	FIXED BRIDGE PLANS - LEVEL 1 & LEVEL 2
A-316	FIXED BRIDGE PLANS - LEVEL 3 & ROOF
A-317	FIXED BRIDGE REFLECTED CEILING PLANS

SECTION 00 15 00

DRAWING LIST

A-318	FIXED BRIDGE ELEVATIONS
A-319	FIXED BRIDGE SECTIONS
A-320	FIXED BRIDGE SECTIONS
A-321	FIXED BRIDGE SERVICE STAIR & INTERIOR ELEVATIONS
A-323	CONCOURSE B EXISTING FIXED BRIDGE PLANS
A-330	ENLARGED FIXED BRIDGE ENTRY PLANS AND ELEVATIONS
A-340	CB EXIT STAIR TYPE 1A PLANS
A-341	CB EXIT STAIR TYPE 1A ELEVATIONS AND SECTIONS
A-342	CB EXIT STAIR TYPE 1B CLUB STAIR PLANS
A-343	CB EXIT STAIR TYPE 1B CLUB STAIR ELEVATIONS AND SECTIONS
A-344	CB EXIT STAIR TYPE 3 / ELEV. TYPE 3 ENLARGED PLANS
A-345	CB EXIT STAIR TYPE 3/ELEV. TYPE 3 ENLARGED SECTIONS
A-346	CB EXIT STAIR TYPE 6 ENLARGED PLANS
A-347	CB EXIT STAIR TYPE 6 ENLARGED SECTIONS
A-348	CB EXIT STAIR TYPE 4 ENLARGED PLANS
A-349	CB EXIT STAIR TYPE 4 ENLARGED SECTIONS
A-352	CB STAIR TYPE 7 ENLARGED PLANS
A-353	CB STAIR TYPE 7 ENLARGED SECTIONS & DETAILS
A-360	CB ELEVATOR TYPE 2 ENLARGED PLANS & SECTIONS
A-361	CB ELEVATOR TYPES 2 & 4 ENLARGED PLANS & SECTIONS
A-362	CB ELEVATOR TYPE 5 ENLARGED PLANS & SECTIONS
A-363	CB ELEVATOR TYPES 2 & 3 FINISH FLOOR PLANS, RCP'S & ELEVATIONS
A-365	CB LVL 2 MOVING WALKWAY ENLARGED PLANS & SECTIONS
A-366	CB LVL 3 MOVING WALKWAY ENLARGED PLANS & SECTIONS
A-375	CONCOURSE B LEVEL 1 ENLARGED TOILET PLANS & ELEVATIONS
A-376	CONCOURSE B LEVEL 1 ENLARGED TOILET PLANS & ELEVATIONS
A-377	CONCOURSE B LEVEL 1 ENLARGED TOILET PLANS & ELEVATIONS
A-378	CONCOURSE B LEVEL 1 ENLARGED TOILET PLANS & ELEVATIONS
A-379	CONCOURSE B LEVEL 2 ENLARGED TOILET PLANS & ELEVATIONS
A-380	CONCOURSE B LEVEL 2 ENLARGED TOILET PLANS & ELEVATIONS
A-381	CONCOURSE B LEVEL 2 ENLARGED TOILET PLANS & ELEVATIONS
A-382	CONCOURSE B LEVEL 2 ENLARGED TOILET PLANS & ELEVATIONS
A-383	CONCOURSE B LEVEL 2 ENLARGED TOILET PLANS & ELEVATIONS
A-384	CONCOURSE B LEVEL 2 ENLARGED TOILET PLANS & ELEVATIONS
A-385	CONCOURSE B LEVEL 3 ENLARGED TOILET PLANS & ELEVATIONS
A-386	CONCOURSE B LEVEL 3 ENLARGED TOILET PLANS & ELEVATIONS
A-387	CONCOURSE B LEVEL 3 ENLARGED TOILET PLANS & ELEVATIONS
A-388	CONCOURSE B LEVEL 3 ENLARGED TOILET PLANS & ELEVATIONS
A-389	CONCOURSE B LEVEL 3 ENLARGED TOILET PLANS & ELEVATIONS
A-390	CONCOURSE B LEVEL 3 ENLARGED TOILET PLANS & ELEVATIONS
A-391	CONCOURSE B LEVEL 3 ENLARGED TOILET PLANS & ELEVATIONS
A-392	CONCOURSE B LEVEL 3 ENLARGED TOILET PLANS & ELEVATIONS

SECTION 00 15 00

DRAWING LIST

A-393	LEVEL 3 EXISTING TOILET ENLARGED PLAN & ELEVATIONS
A-394	TOILET DETAILS
A-395	TOILET DETAILS
A-396	TOILET DETAILS
A-398	MISCELLANEOUS ENLARGED PLANS AND SECTIONS
A-399	PASSENGER SERVICES (IROP)
A-401	LEVEL 1 OVERALL REFLECTED CEILING PLAN
A-401G	LEVEL 1 CONCOURSE B PART REFLECTED CEILING PLAN G
A-401Q	LEVEL 1 CONCOURSE B PART REFLECTED CEILING PLAN Q
A-401R	LEVEL 1 CONCOURSE B PART REFLECTED CEILING PLAN R
A-401S	LEVEL 1 CONCOURSE B PART REFLECTED CEILING PLAN S
A-401T	LEVEL 1 CONCOURSE B PART REFLECTED CEILING PLAN T
A-401U	LEVEL 1 CONCOURSE B PART REFLECTED CEILING PLAN U
A-401V	LEVEL 1 CONCOURSE B PART REFLECTED CEILING PLAN V
A-401BA	LEVEL 1 CONCOURSE B PART REFLECTED CEILING PLAN BA
A-401BB	LEVEL 1 CONCOURSE B PART REFLECTED CEILING PLAN BB
A-401BC	LEVEL 1 CONCOURSE B PART REFLECTED CEILING PLAN BC
A-401BD	LEVEL 1 CONCOURSE B PART REFLECTED CEILING PLAN BD
A-401BE	LEVEL 1 CONCOURSE B PART REFLECTED CEILING PLAN BE
A-401BF	LEVEL 1 CONCOURSE B PART REFLECTED CEILING PLAN BF
A-402	LEVEL 2 OVERALL REFLECTED CEILING PLAN
A-402G	LEVEL 2 CONCOURSE B PART REFLECTED CEILING PLAN G
A-402Q	LEVEL 2 CONCOURSE B PART REFLECTED CEILING PLAN Q
A-402R	LEVEL 2 CONCOURSE B PART REFLECTED CEILING PLAN R
A-402S	LEVEL 2 CONCOURSE B PART REFLECTED CEILING PLAN S
A-402T	LEVEL 2 CONCOURSE B PART REFLECTED CEILING PLAN T
A-402U	LEVEL 2 CONCOURSE B PART REFLECTED CEILING PLAN U
A-402V	LEVEL 2 CONCOURSE B PART REFLECTED CEILING PLAN V
A-402BA	LEVEL 2 CONCOURSE B PART REFLECTED CEILING PLAN BA
A-402BB	LEVEL 2 CONCOURSE B PART REFLECTED CEILING PLAN BB
A-402BC	LEVEL 2 CONCOURSE B PART REFLECTED CEILING PLAN BC
A-402BD	LEVEL 2 CONCOURSE B PART REFLECTED CEILING PLAN BD
A-402BE	LEVEL 2 CONCOURSE B PART REFLECTED CEILING PLAN BE
A-402BF	LEVEL 2 CONCOURSE B PART REFLECTED CEILING PLAN BF
A-403	LEVEL 3 OVERALL REFLECTED CEILING PLAN
A-403BA	LEVEL 3 CONCOURSE B PART REFLECTED CEILING PLAN BA
A-403BB	LEVEL 3 CONCOURSE B PART REFLECTED CEILING PLAN BB
A-403BC	LEVEL 3 CONCOURSE B PART REFLECTED CEILING PLAN BC
A-403BD	LEVEL 3 CONCOURSE B PART REFLECTED CEILING PLAN BD
A-403BE	LEVEL 3 CONCOURSE B PART REFLECTED CEILING PLAN BE
A-403BF	LEVEL 3 CONCOURSE B PART REFLECTED CEILING PLAN BF
A-404	LEVEL 4 OVERALL REFLECTED CEILING PLAN

SECTION 00 15 00

DRAWING LIST

A-404BA	LEVEL 4 CONCOURSE B PART REFLECTED CEILING PLAN BA
A-404BB	LEVEL 4 CONCOURSE B PART REFLECTED CEILING PLAN BB
A-410	ENLARGED REFLECTED CEILING PLANS
A-411	ENLARGED REFLECTED CEILING PLANS
A-412	ENLARGED REFLECTED CEILING PLANS
A-413	ENLARGED REFLECTED CEILING PLANS
A-501	EXTERIOR WALL PERFORMANCE CRITERIA
A-502	EXTERIOR WALL PERFORMANCE CRITERIA
A-503	CONCOURSE B - EXTERIOR WALL PLAN SECTION AND ELEVATION TYPICAL
A-504	CONCOURSE B - EXTERIOR WALL PLAN SECTION AND ELEVATION AT LOUVERS
A-505	CONCOURSE B - EXTERIOR WALL PLAN SECTION AND ELEVATION AT RETAIL NODE
A-506	CONCOURSE B - EXTERIOR WALL SECTIONS
A-507	CONCOURSE B - SECTIONS AND ELEVATION AT ROLLING DOORS
A-511	CONCOURSE B - EXTERIOR WALL OVERHEAD DOOR AND MASONRY WALL DETAILS
A-512	CONCOURSE B - MASONRY WALL DETAILS
A-513	CONCOURSE B - EXTERIOR WALL DETAILS
A-514	CONCOURSE B - EXTERIOR WALL DETAILS
A-515	CONCOURSE B - EXTERIOR WALL DETAILS
A-516	CONCOURSE B - EXTERIOR WALL DETAILS
A-517	CONCOURSE B - EXTERIOR WALL DETAILS
A-518	CONCOURSE B - EXTERIOR WALL DETAILS
A-519	CONCOURSE B - EXTERIOR WALL EXPANSION JOINT DETAILS
A-520	CONCOURSE B - EXTERIOR WALL DETAILS
A-530	FIXED BRIDGE DETAILS
A-531	FIXED BRIDGE DETAILS
A-532	FIXED BRIDGE DETAILS
A-533	FIXED BRIDGE DETAILS - EXPANSION JOINTS
A-534	FIXED BRIDGE DETAILS - EXPANSION JOINTS
A-535	FIXED BRIDGE DETAILS - EXPANSION JOINTS
A-550	AESS DETAILS
A-551	AESS DETAILS
A-552	AESS DETAILS
A-580	FOUNDATION DETAILS
A-581	FOUNDATION DETAILS
A-582	FOUNDATION DETAILS
A-590	CONCOURSE ROOF DETAILS
A-591	CONCOURSE ROOF DETAILS
A-592	CONCOURSE ROOF DETAILS
A-593	CONCOURSE ROOF DETAILS
A-594	CONCOURSE ROOF DETAILS
A-595	SAW TOOTH DETAILS
A-596	SAWTOOTH DETAILS

SECTION 00 15 00

DRAWING LIST

A-610	INTERIOR ELEVATIONS CONCOURSE B
A-611	INTERIOR ELEVATIONS CONCOURSE B
A-612	INTERIOR ELEVATIONS CONCOURSE B
A-613	INTERIOR ELEVATIONS CONCOURSE B
A-614	INTERIOR ELEVATIONS CONCOURSE B
A-615	INTERIOR ELEVATIONS CONCOURSE B
A-616	INTERIOR ELEVATIONS CONCOURSE B
A-617	INTERIOR ELEVATIONS CONCOURSE B
A-618	INTERIOR ELEVATIONS CONCOURSE B
A-701	DOOR / FRAME TYPES
A-702	DOOR SCHEDULE CONCOURSE B
A-703	DOOR SCHEDULE CONCOURSE B
A-710	PARTITION SCHEDULE
A-711	MASONRY DETAILS
A-712	PARTITION DETAILS
A-713	PARTITION DETAILS
A-715	COLUMN DETAILS
A-716	GRG COLUMN DETAILS
A-718	COLUMN DETAILS
A-719	WALL EXPANSION JOINTS
A-720	FLOOR EXPANSION JOINTS
A-730	DOOR DETAILS
A-731	DOOR DETAILS
A-732	DOOR DETAILS
A-733	DEVICE DETAILS
A-735	INTERIOR METAL PANEL SYSTEM DETAILS
A-736	INTERIOR METAL PANEL SYSTEM DETAILS
A-740	IMPACT PROTECTION PANEL DETAILS
A-743	FIRE HOSE CABINET DETAILS
A-744	FIRE HOSE CABINET DETAILS
A-745	ORNAMENTAL METAL DETAILS
A-746	ORNAMENTAL METAL DETAILS
A-750	CONCOURSE B FLOOR FINISH DETAILS
A-751	CONCOURSE B FLOOR FINISH DETAILS
A-760	CEILING DETAILS AND TYPICAL CEILING TRANSITIONS
A-761	CEILING DETAILS AND TYPICAL CEILING TRANSITIONS
A-762	CEILING DETAILS AND TYPICAL CEILING TRANSITIONS
A-770	SUSPENDED FIDS DETAILS
A-771	SUSPENDED GIDS & TV DETAILS
A-780	EXIT STAIR TYPE 1 DETAILS
A-781	EXIT STAIR TYPES 2-6 DETAILS
A-784	RAMP DETAILS

SECTION 00 15 00

DRAWING LIST

A-785	ELEVATOR DETAILS
A-786	ELEVATOR DETAILS
A-787	MOVING WALKWAY DETAILS
A-788	ESCALATOR DETAILS
A-789	MISCELLANEOUS METAL FABRICATION DETAILS
A-792	MISCELLANEOUS MILLWORK
A-802	LEVEL 2 OVERALL FINISH PLAN
A-802BA	LEVEL 2 CONCOURSE B FINISH PART PLAN BA
A-802BB	LEVEL 2 CONCOURSE B FINISH PART PLAN BB
A-802BC	LEVEL 2 CONCOURSE B FINISH PART PLAN BC
A-802BD	LEVEL 2 CONCOURSE B FINISH PART PLAN BD
A-802BE	LEVEL 2 CONCOURSE B FINISH PART PLAN BE
A-802BF	LEVEL 2 CONCOURSE B FINISH PART PLAN BF
A-803	LEVEL 3 OVERALL FINISH PLAN
A-803BA	LEVEL 3 CONCOURSE B FINISH PART PLAN BA
A-803BB	LEVEL 3 CONCOURSE B FINISH PART PLAN BB
A-803BC	LEVEL 3 CONCOURSE B FINISH PART PLAN BC
A-803BD	LEVEL 3 CONCOURSE B FINISH PART PLAN BD
A-803BE	LEVEL 3 CONCOURSE B FINISH PART PLAN BE
A-803BF	LEVEL 3 CONCOURSE B FINISH PART PLAN BF
V-001	ELEVATOR, ESCALATOR, MOVING WALKWAY KEY PLAN LEVEL 2
V-002	ELEVATOR, ESCALATOR, MOVING WALKWAY KEY PLAN LEVEL 3
V-003	ELEVATOR SCHEDULE
V-005	MOVING WALKWAY & ESCALATOR SCHEDULE
W-101G	WAYFINDING AND SIGNAGE LEVEL 1 PART PLAN G
W-101Q	WAYFINDING AND SIGNAGE LEVEL 1 PART PLAN Q
W-101R	WAYFINDING AND SIGNAGE LEVEL 1 PART PLAN R
W-101S	WAYFINDING AND SIGNAGE LEVEL 1 PART PLAN S
W-101T	WAYFINDING AND SIGNAGE LEVEL 1 PART PLAN T
W-101U	WAYFINDING AND SIGNAGE LEVEL 1 PART PLAN U
W-101V	WAYFINDING AND SIGNAGE LEVEL 1 PART PLAN V
W-101BA	WAYFINDING AND SIGNAGE LEVEL 1 PART PLAN BA
W-101BB	WAYFINDING AND SIGNAGE LEVEL 1 PART PLAN BB
W-101BC	WAYFINDING AND SIGNAGE LEVEL 1 PART PLAN BC
W-101BD	WAYFINDING AND SIGNAGE LEVEL 1 PART PLAN BD
W-101BE	WAYFINDING AND SIGNAGE LEVEL 1 PART PLAN BE
W-101BF	WAYFINDING AND SIGNAGE LEVEL 1 PART PLAN BF
W-102G	WAYFINDING AND SIGNAGE LEVEL 2 PART PLAN G
W-102Q	WAYFINDING AND SIGNAGE LEVEL 2 PART PLAN Q
W-102R	WAYFINDING AND SIGNAGE LEVEL 2 PART PLAN R
W-102S	WAYFINDING AND SIGNAGE LEVEL 2 PART PLAN S

SECTION 00 15 00

DRAWING LIST

W-102T	WAYFINDING AND SIGNAGE LEVEL 2 PART PLAN T
W-102U	WAYFINDING AND SIGNAGE LEVEL 2 PART PLAN U
W-102V	WAYFINDING AND SIGNAGE LEVEL 2 PART PLAN V
W-102BA	WAYFINDING AND SIGNAGE LEVEL 2 PART PLAN BA
W-102BB	WAYFINDING AND SIGNAGE LEVEL 2 PART PLAN BB
W-102BC	WAYFINDING AND SIGNAGE LEVEL 2 PART PLAN BC
W-102BD	WAYFINDING AND SIGNAGE LEVEL 2 PART PLAN BD
W-102BE	WAYFINDING AND SIGNAGE LEVEL 2 PART PLAN BE
W-102BF	WAYFINDING AND SIGNAGE LEVEL 2 PART PLAN BF
W-103G	WAYFINDING AND SIGNAGE LEVEL 3 PART PLAN G
W-103Q	WAYFINDING AND SIGNAGE LEVEL 3 PART PLAN Q
W-103R	WAYFINDING AND SIGNAGE LEVEL 3 PART PLAN R
W-103S	WAYFINDING AND SIGNAGE LEVEL 3 PART PLAN S
W-103T	WAYFINDING AND SIGNAGE LEVEL 3 PART PLAN T
W-103U	WAYFINDING AND SIGNAGE LEVEL 3 PART PLAN U
W-103V	WAYFINDING AND SIGNAGE LEVEL 3 PART PLAN V
W-103BA	WAYFINDING AND SIGNAGE LEVEL 3 PART PLAN BA
W-103BB	WAYFINDING AND SIGNAGE LEVEL 3 PART PLAN BB
W-103BC	WAYFINDING AND SIGNAGE LEVEL 3 PART PLAN BC
W-103BD	WAYFINDING AND SIGNAGE LEVEL 3 PART PLAN BD
W-103BE	WAYFINDING AND SIGNAGE LEVEL 3 PART PLAN BE
W-103BF	WAYFINDING AND SIGNAGE LEVEL 3 PART PLAN BF
W-104BA	WAYFINDING AND SIGNAGE LEVEL 4 PART PLAN BA
W-104BB	WAYFINDING AND SIGNAGE LEVEL 4 PART PLAN BB
W-700	WAYFINDING INTRODUCTION COLOR & TYPOGRAPHY
W-701	WAYFINDING INTRODUCTION PICTOGRAMS
W-702	WAYFINDING INTRODUCTION LAYOUTS
W-703	WAYFINDING GRAPHICS SIGN TYPES
W-704A	WAYFINDING GRAPHICS DIRECTIONALS, SHEET 1
W-704B	WAYFINDING GRAPHICS DIRECTIONALS, SHEET 2
W-704C	WAYFINDING GRAPHICS DIRECTIONALS, SHEET 3
W-704D	WAYFINDING GRAPHICS DIRECTIONALS, SHEET 4
W-705A	WAYFINDING GRAPHICS DIRECTIONALS, SHEET 5
W-705B	WAYFINDING GRAPHICS DIRECTIONALS, SHEET 6
W-705C	WAYFINDING GRAPHICS DIRECTIONALS, SHEET 7
W-706A	WAYFINDING GRAPHICS CODE SIGNAGE, SHEET 8
W-706B	WAYFINDING GRAPHICS MISCELLANEOUS, SHEET 9
W-706C	WAYFINDING GRAPHICS MISCELLANEOUS, SHEET 10

SECTION 00 15 00

DRAWING LIST

Volume II – Mechanical Engineering, Controls, Plumbing Engineering & Fire Protection Engineering

Mechanical Engineering

No.	Drg No.	Drawing Title	Scale
1.	M-001	MECHANICAL, DRAWING LIST	NTS
2.	M-002	MECHANICAL, SYMBOLS, & VENT INDEX	NTS
3.	M-003	MECHANICAL, ABBREVIATIONS, & NOTES	NTS
4.	M-010	MECHANICAL, SCHEDULES, SHEET 1	NTS
5.	M-011	MECHANICAL, SCHEDULES, SHEET 2	NTS
6.	M-012	MECHANICAL, SCHEDULES, SHEET 3	NTS
7.	M-013	MECHANICAL, SCHEDULES, SHEET 4	NTS
8.	M-014	MECHANICAL, SCHEDULES, SHEET 5	NTS
9.	M-015	MECHANICAL, SCHEDULES, SHEET 6	NTS
10.	M-101	MECHANICAL, LEVEL 1, OVERALL PLAN	1" = 100'-0"
11.	M-101Q	CONCOURSE B, MECHANICAL, LEVEL 1, PART PLAN Q	1/8" = 1'-0"
12.	M-101V	CONCOURSE B, MECHANICAL, LEVEL 1, PART PLAN V	1/8" = 1'-0"
13.	M-101BA	CONCOURSE B, MECHANICAL, LEVEL 1, PART PLAN BA	1/8" = 1'-0"
14.	M-101BB	CONCOURSE B, MECHANICAL, LEVEL 1, PART PLAN BB	1/8" = 1'-0"
15.	M-101BC	CONCOURSE B, MECHANICAL, LEVEL 1, PART PLAN BC	1/8" = 1'-0"

DRAWING LIST

16. M-101BD CONCOURSE B, MECHANICAL, LEVEL 1, PART PLAN BD
1/8" = 1'-0"

17. M-101BE CONCOURSE B, MECHANICAL, LEVEL 1, PART PLAN BE
1/8" = 1'-0"

18. M-102 MECHANICAL, LEVEL 2, OVERALL PLAN
1" = 100'-0"

19. M-102Q CONCOURSE B, MECHANICAL, LEVEL 2, PART PLAN Q
1/8" = 1'-0"

20. M-102BA CONCOURSE B, MECHANICAL, LEVEL 2, PART PLAN BA
1/8" = 1'-0"

21. M-102BB CONCOURSE B, MECHANICAL, LEVEL 2, PART PLAN BB
1/8" = 1'-0"

22. M-102BC CONCOURSE B, MECHANICAL, LEVEL 2, PART PLAN BC
1/8" = 1'-0"

23. M-102BD CONCOURSE B, MECHANICAL, LEVEL 2, PART PLAN BD
1/8" = 1'-0"

24. M-102BE CONCOURSE B, MECHANICAL, LEVEL 2, PART PLAN BE
1/8" = 1'-0"

25. M-103 MECHANICAL, LEVEL 3, OVERALL PLAN
1" = 100'-0"

26. M-103BA CONCOURSE B, MECHANICAL, LEVEL 3, PART PLAN BA
1/8" = 1'-0"

27. M-103BB CONCOURSE B, MECHANICAL, LEVEL 3, PART PLAN BB
1/8" = 1'-0"

28. M-103BC CONCOURSE B, MECHANICAL, LEVEL 3, PART PLAN BC
1/8" = 1'-0"

29. M-103BD CONCOURSE B, MECHANICAL, LEVEL 3, PART PLAN BD
1/8" = 1'-0"

30. M-103BE CONCOURSE B, MECHANICAL, LEVEL 3, PART PLAN BE
1/8" = 1'-0"

31. M-104 MECHANICAL, LEVEL 4, OVERALL PLAN
1" = 100'-0"

32. M-104BA CONCOURSE B, MECHANICAL, LEVEL 4, PART PLAN BA
1/8" = 1'-0"

DRAWING LIST

33. M-104BB — CONCOURSE B, MECHANICAL, LEVEL 4, PART PLAN BB
1/8" = 1'-0"

34. M-105BA,B — CONCOURSE B, MECHANICAL, LEVEL 5, PART PLAN BA/B
1/8" = 1'-0"

35. M-201 — MECHANICAL, LEVEL 1, PIPING, OVERALL PLAN
1" = 100'-0"

36. M-201Q — CONCOURSE B, MECHANICAL, LEVEL 1, PIPING, PART PLAN Q
1/8" = 1'-0"

37. M-201V — CONCOURSE B, MECHANICAL, LEVEL 1, PIPING, PART PLAN V
1/8" = 1'-0"

38. M-201BA — CONCOURSE B, MECHANICAL, LEVEL 1, PIPING, PART PLAN BA
1/8" = 1'-0"

39. M-201BB — CONCOURSE B, MECHANICAL, LEVEL 1, PIPING, PART PLAN BB
1/8" = 1'-0"

40. M-201BC — CONCOURSE B, MECHANICAL, LEVEL 1, PIPING, PART PLAN BC
1/8" = 1'-0"

41. M-201BD — CONCOURSE B, MECHANICAL, LEVEL 1, PIPING, PART PLAN BD
1/8" = 1'-0"

42. M-201BE — CONCOURSE B, MECHANICAL, LEVEL 1, PIPING, PART PLAN BE
1/8" = 1'-0"

43. M-202 — MECHANICAL, LEVEL 2, PIPING, OVERALL PLAN
1" = 100'-0"

44. M-202Q — CONCOURSE B, MECHANICAL, LEVEL 2, PIPING, PART PLAN Q
1/8" = 1'-0"

45. M-202BA — CONCOURSE B, MECHANICAL, LEVEL 2, PIPING, PART PLAN BA
1/8" = 1'-0"

46. M-202BB — CONCOURSE B, MECHANICAL, LEVEL 2, PIPING, PART PLAN BB
1/8" = 1'-0"

47. M-202BC — CONCOURSE B, MECHANICAL, LEVEL 2, PIPING, PART PLAN BC
1/8" = 1'-0"

48. M-202BD — CONCOURSE B, MECHANICAL, LEVEL 2, PIPING, PART PLAN BD
1/8" = 1'-0"

49. M-202BE — CONCOURSE B, MECHANICAL, LEVEL 2, PIPING, PART PLAN BE
1/8" = 1'-0"

DRAWING LIST

50. M-203 1" = 100'-0"	MECHANICAL, LEVEL 3, PIPING, OVERALL PLAN
51. M-203D 1/8" = 1'-0"	T4 HEADHOUSE, MECHANICAL, LEVEL 3, PIPING, PART PLAN D
52. M-203E 1/8" = 1'-0"	T4 HEADHOUSE, MECHANICAL, LEVEL 3, PIPING, PART PLAN E
53. M-203G 1/8" = 1'-0"	CONCOURSE B, MECHANICAL, LEVEL 3, PIPING, PART PLAN G
54. M-203H 1/8" = 1'-0"	T4 HEADHOUSE, MECHANICAL, LEVEL 3, PIPING, PART PLAN H
55. M-203BA 1/8" = 1'-0"	CONCOURSE B, MECHANICAL, LEVEL 3, PIPING, PART PLAN BA
56. M-203BB 1/8" = 1'-0"	CONCOURSE B, MECHANICAL, LEVEL 3, PIPING, PART PLAN BB
57. M-203BC 1/8" = 1'-0"	CONCOURSE B, MECHANICAL, LEVEL 3, PIPING, PART PLAN BC
58. M-203BD 1/8" = 1'-0"	CONCOURSE B, MECHANICAL, LEVEL 3, PIPING, PART PLAN BD
59. M-203BE 1/8" = 1'-0"	CONCOURSE B, MECHANICAL, LEVEL 3, PIPING, PART PLAN BE
60. M-204 1" = 100'-0"	MECHANICAL, LEVEL 4, PIPING, OVERALL PLAN
61. M-204G 1/8" = 1'-0"	T4 HEADHOUSE, MECHANICAL, LEVEL 4, PIPING, PART PLAN G
62. M-204Q 1/8" = 1'-0"	CONCOURSE B, MECHANICAL, LEVEL 4, PIPING, PART PLAN Q
63. M-204R 1/8" = 1'-0"	CONCOURSE B, MECHANICAL, LEVEL 4, PIPING, PART PLAN R
64. M-204S 1/8" = 1'-0"	CONCOURSE B, MECHANICAL, LEVEL 4, PIPING, PART PLAN S
65. M-204T 1/8" = 1'-0"	CONCOURSE B, MECHANICAL, LEVEL 4, PIPING, PART PLAN T
66. M-204U 1/8" = 1'-0"	CONCOURSE B, MECHANICAL, LEVEL 4, PIPING, PART PLAN U

DRAWING LIST

67. M-204V CONCOURSE B, MECHANICAL, LEVEL 4, PIPING, PART PLAN V
1/8" = 1'-0"

68. M-204BA CONCOURSE B, MECHANICAL, LEVEL 4, PIPING, PART PLAN BA
1/8" = 1'-0"

69. M-401 T4 HEADHOUSE, CHILLED WATER, PIPING SINGLE, LINE DIAGRAM, SHEET 1
NTS

70. M-402 CONCOURSE B, CHILLED WATER, PIPING SINGLE, LINE DIAGRAMS, SHEET
2NTS

71. M-403 CONCOURSE B, HOT WATER, PIPING SINGLE, LINE DIAGRAMS, SHEET 3
NTS

72. M-404 CONCOURSE B, HOT WATER, PIPING SINGLE, LINE DIAGRAMS, SHEET 2
NTS

73. M-405 T4 HEADHOUSE, DUAL TEMP, PIPING SINGLE, LINE DIAGRAM, SHEET 5
NTS

74. M-420 MECHANICAL, AIR BALANCE, SCHEDULES
NTS

75. M-421 MECHANICAL, ZONE, DIAGRAM, LEVEL 1, 2 AND 3
1"=40-0"

76. M-422 MECHANICAL, ZONE, DIAGRAM, LEVEL 4
NTS

77. M-423 MECHANICAL, SINGLE LINE, DIAGRAM, CONCOURSE B, SHEET 1
NTS

78. M-424 MECHANICAL, SINGLE LINE, DIAGRAM, CONCOURSE B, SHEET 2
NTS

79. M-425 MECHANICAL, SINGLE LINE DIAGRAM, CONCOURSE B, SHEET 3
NTS

80. M-426 MECHANICAL, SINGLE LINE DIAGRAM, CONCOURSE B, SHEET 4
NTS

81. M-427 MECHANICAL, SINGLE LINE DIAGRAM, CONCOURSE B, SHEET 5
NTS

82. M-428 MECHANICAL, SINGLE LINE DIAGRAM, CONCOURSE B, SHEET 6
NTS

83. M-429 MECHANICAL, SINGLE LINE DIAGRAM, CONCOURSE B, SHEET 7
NTS

DRAWING LIST

84. M-430 MECHANICAL, SINGLE LINE DIAGRAM, CONCOURSE B, SHEET 8
NTS

85. M-431 MECHANICAL, SINGLE LINE DIAGRAM, CONCOURSE B, SHEET 10
NTS

86. M-432 MECHANICAL, SINGLE LINE, DIAGRAMS, SHEET 12
NTS

87. M-701 CONCOURSE B, MECHANICAL, LEVEL 1 & 4, PLANT ROOMS
3/16" = 1'-0"

88. M-702 CONCOURSE B, MECHANICAL, LEVEL 1 & 4, PIPING, PLANT ROOMS
3/16" = 1'-0"

89. M-703 CONCOURSE B, MECHANICAL, LEVEL 2, PLANT ROOM 1
3/16" = 1'-0"

90. M-704 CONCOURSE B, MECHANICAL, LEVEL 2, PIPING, PLANT ROOM 1
3/16" = 1'-0"

91. M-705 CONCOURSE B, MECHANICAL, LEVEL 2, PLANT ROOM 2
3/16" = 1'-0"

92. M-706 CONCOURSE B, MECHANICAL, LEVEL 2, PIPING, PLANT ROOM 2
3/16" = 1'-0"

93. M-707 CONCOURSE B, MECHANICAL, LEVEL 2, PLANT ROOM 3
3/16" = 1'-0"

94. M-708 CONCOURSE B, MECHANICAL, LEVEL 2, PIPING, PLANT ROOM 3
3/16" = 1'-0"

95. M-720 MECHANICAL, SECTIONS, SHEET 1
1/4" = 1'-0"

96. M-721 MECHANICAL, SECTIONS, SHEET 2
1/4" = 1'-0"

97. M-722 MECHANICAL, SECTIONS, SHEET 3
1/4" = 1'-0"

98. M-801 MECHANICAL, DETAILS, SHEET 1
NTS

99. M-802 MECHANICAL, DETAILS, SHEET 2
NTS

100. M-803 MECHANICAL, DETAILS, SHEET 3
NTS

DRAWING LIST

101. M-804 MECHANICAL, DETAILS, SHEET 4
NTS

102. M-805 MECHANICAL, DETAILS, SHEET 5
NTS

103. M-806 MECHANICAL, DETAILS, SHEET 6
NTS

104. M-807 MECHANICAL, DETAILS, SHEET 7
NTS

105. M-808 MECHANICAL, DETAILS, SHEET 8
NTS

106. MD-101Q CONCOURSE B, MECHANICAL, LEVEL 1, DEMOLITION, PART PLAN Q
1/8" = 1'-0"

107. MD-101T CONCOURSE B, MECHANICAL, LEVEL 1, DEMOLITION, PART PLAN T
1/8" = 1'-0"

108. MD-101V CONCOURSE B, MECHANICAL, LEVEL 1, DEMOLITION, PART PLAN V
1/8" = 1'-0"

109. MD-102Q CONCOURSE B, MECHANICAL, LEVEL 2, DEMOLITION, PART PLAN Q
1/8" = 1'-0"

Controls

No.	Drg No.	Drawing Title	Scale
1.	N-001	CONTROLS, INTEGRATED, AUTOMATIONS, FACILITIES, ARCHITECTURE	NTS
2.	N-301	CONTROLS, INTEGRATED, AUTOMATIONS, FACILITIES, SHEET 1	NTS
3.	N-302	CONTROLS, INTEGRATED, AUTOMATIONS, FACILITIES, SHEET 2	NTS
4.	N-303	CONTROLS, INTEGRATED, AUTOMATIONS, FACILITIES, SHEET 3	NTS
5.	N-304	CONTROLS, INTEGRATED, AUTOMATIONS, FACILITIES, SHEET 4	NTS
6.	N-305	CONTROLS, INTEGRATED, AUTOMATIONS, FACILITIES, SHEET 5	NTS

SECTION 00 15 00

DRAWING LIST

Plumbing Engineering

No.	Drg No.	Drawing Title	Scale
1.	P-001	PLUMBING, DRAWING LIST	NTS
2.	P-002	PLUMBING, SYMBOLS, NOTES, ABBREVIATIONS, & SCHEDULES	NTS
3.	P-100	PLUMBING, UNDER SLAB, OVERALL PLAN	1" = 100'-0"
4.	P-100BA	CONCOURSE B, PLUMBING, UNDER SLAB, PART PLAN BA	1/8" = 1'-0"
5.	P-100BB	CONCOURSE B, PLUMBING, UNDER SLAB, PART PLAN BB	1/8" = 1'-0"
6.	P-100BC	CONCOURSE B, PLUMBING, UNDER SLAB, PART PLAN BC	1/8" = 1'-0"
7.	P-100BD	CONCOURSE B, PLUMBING, UNDER SLAB, PART PLAN BD	1/8" = 1'-0"
8.	P-100BE	CONCOURSE B, PLUMBING, UNDER SLAB, PART PLAN BE	1/8" = 1'-0"
9.	P-101	PLUMBING, LEVEL 1, OVERALL PLAN	1" = 100'-0"
10.	P-101G	CONCOURSE B, PLUMBING, LEVEL 1, PART PLAN G	1/8" = 1'-0"
11.	P-101Q	CONCOURSE B, PLUMBING, LEVEL 1, PART PLAN Q	1/8" = 1'-0"
12.	P-101R	CONCOURSE B, PLUMBING, LEVEL 1, PART PLAN R	1/8" = 1'-0"
13.	P-101T	CONCOURSE B, PLUMBING, LEVEL 1, PART PLAN T	1/8" = 1'-0"
14.	P-101U	CONCOURSE B, PLUMBING, LEVEL 1, PART PLAN U	1/8" = 1'-0"
15.	P-101V	CONCOURSE B, PLUMBING, LEVEL 1, PART PLAN V	1/8" = 1'-0"

DRAWING LIST

16. P-101BA 1/8" = 1'-0"	CONCOURSE B, PLUMBING, LEVEL 1, PART PLAN BA
17. P-101BB 1/8" = 1'-0"	CONCOURSE B, PLUMBING, LEVEL 1, PART PLAN BB
18. P-101BC 1/8" = 1'-0"	CONCOURSE B, PLUMBING, LEVEL 1, PART PLAN BC
19. P-101BD 1/8" = 1'-0"	CONCOURSE B, PLUMBING, LEVEL 1, PART PLAN BD
20. P-101BE 1/8" = 1'-0"	CONCOURSE B, PLUMBING, LEVEL 1, PART PLAN BE
21. P-102 1" = 100'-0"	PLUMBING, LEVEL 2, OVERALL PLAN
22. P-102Q 1/8" = 1'-0"	CONCOURSE B, PLUMBING, LEVEL 2, PART PLAN Q
23. P-102R 1/8" = 1'-0"	CONCOURSE B, PLUMBING, LEVEL 2, PART PLAN R
24. P-102S 1/8" = 1'-0"	CONCOURSE B, PLUMBING, LEVEL 2, PART PLAN S
25. P-102T 1/8" = 1'-0"	CONCOURSE B, PLUMBING, LEVEL 2, PART PLAN T
26. P-102U 1/8" = 1'-0"	CONCOURSE B, PLUMBING, LEVEL 2, PART PLAN U
27. P-102V 1/8" = 1'-0"	CONCOURSE B, PLUMBING, LEVEL 2, PART PLAN V
28. P-102BA 1/8" = 1'-0"	CONCOURSE B, PLUMBING, LEVEL 2, PART PLAN BA
29. P-102BB 1/8" = 1'-0"	CONCOURSE B, PLUMBING, LEVEL 2, PART PLAN BB
30. P-102BC 1/8" = 1'-0"	CONCOURSE B, PLUMBING, LEVEL 2, PART PLAN BC
31. P-102BD 1/8" = 1'-0"	CONCOURSE B, PLUMBING, LEVEL 2, PART PLAN BD
32. P-102BE 1/8" = 1'-0"	CONCOURSE B, PLUMBING, LEVEL 2, PART PLAN BE

DRAWING LIST

33. P-103 PLUMBING, LEVEL 3, OVERALL PLAN
1" = 100'-0"

34. P-103D T4 HEADHOUSE, PLUMBING, LEVEL 3, PART PLAN D
1/8" = 1'-0"

35. P-103G CONCOURSE B, PLUMBING, LEVEL 3, PART PLAN G
1/8" = 1'-0"

36. P-103BA CONCOURSE B, PLUMBING, LEVEL 3, PART PLAN BA
1/8" = 1'-0"

37. P-103BB CONCOURSE B, PLUMBING, LEVEL 3, PART PLAN BB
1/8" = 1'-0"

38. P-103BC CONCOURSE B, PLUMBING, LEVEL 3, PART PLAN BC
1/8" = 1'-0"

39. P-103BD CONCOURSE B, PLUMBING, LEVEL 3, PART PLAN BD
1/8" = 1'-0"

40. P-103BE CONCOURSE B, PLUMBING, LEVEL 3, PART PLAN BE
1/8" = 1'-0"

41. P-104 PLUMBING, LEVEL 4, OVERALL PLAN
1" = 100'-0"

42. P-104BA CONCOURSE B, PLUMBING, LEVEL 4, PART PLAN BA
1/8" = 1'-0"

43. P-104BB CONCOURSE B, PLUMBING, LEVEL 4, PART PLAN BB
1/8" = 1'-0"

44. P-104BC CONCOURSE B, PLUMBING, LEVEL 4, PART PLAN BC
1/8" = 1'-0"

45. P-104BD CONCOURSE B, PLUMBING, LEVEL 4, PART PLAN BD
1/8" = 1'-0"

46. P-104BE CONCOURSE B, PLUMBING, LEVEL 4, PART PLAN BE
1/8" = 1'-0"

47. P-105BA,B CONCOURSE B, PLUMBING, LEVEL 5, PART PLAN BA/B
1/8" = 1'-0"

48. P-401 CONCOURSE B, PLUMBING, DOMESTIC WATER, RISER DIAGRAM, SHEET 1
NTS

49. P-402 CONCOURSE B, PLUMBING, DOMESTIC WATER, RISER DIAGRAM, SHEET 2
NTS

DRAWING LIST

50. P-403 CONCOURSE B, PLUMBING, DOMESTIC WATER, RISER DIAGRAM, SHEET 3
NTS

51. P-404 CONCOURSE B, PLUMBING, DOMESTIC WATER, RISER DIAGRAM, SHEET 4
NTS

52. P-405 CONCOURSE B, PLUMBING, SANITARY, RISER DIAGRAM, SHEET 1
NTS

53. P-406 CONCOURSE B, PLUMBING, SANITARY, RISER DIAGRAM, SHEET 2
NTS

54. P-407 CONCOURSE B, PLUMBING, SANITARY, RISER DIAGRAM, SHEET 3
NTS

55. P-408 CONCOURSE B, PLUMBING, STORM WATER, RISER DIAGRAM, SHEET 1
NTS

56. P-409 CONCOURSE B, PLUMBING, STORM WATER, RISER DIAGRAM, SHEET 2
NTS

57. P-410 CONCOURSE B, PLUMBING, FIRE STANDPIPE, RISER DIAGRAM
NTS

58. P-701 CONCOURSE B, PLUMBING, LEVEL 1, TOILET PLANS
1/4" = 1'-0"

59. P-702 CONCOURSE B, PLUMBING, LEVEL 2, TOILET PLANS
1/4" = 1'-0"

60. P-703 CONCOURSE B, PLUMBING, LEVEL 3, TOILET PLANS
1/4" = 1'-0"

61. P-801 PLUMBING, DETAILS, SHEET 1
NTS

62. P-802 PLUMBING, DETAILS, SHEET 2
NTS

63. P-803 PLUMBING, DETAILS, SHEET 3
NTS

64. P-804 PLUMBING, DETAILS, SHEET 4
NTS

65. PD-101T CONCOURSE B, PLUMBING, LEVEL 1, DEMOLITION, PART PLAN T
1/8" = 1'-0"

66. PD-101U CONCOURSE B, PLUMBING, LEVEL 1, DEMOLITION, PART PLAN U
1/8" = 1'-0"

DRAWING LIST

67. PD-101V CONCOURSE B, PLUMBING, LEVEL 1, DEMOLITION, PART PLAN V
1/8" = 1'-0"

68. PD-102Q CONCOURSE B, PLUMBING, LEVEL 2, DEMOLITION, PART PLAN Q
1/8" = 1'-0"

69. PD-102R CONCOURSE B, PLUMBING, LEVEL 2, DEMOLITION, PART PLAN R
1/8" = 1'-0"

70. PD-102S CONCOURSE B, PLUMBING, LEVEL 2, DEMOLITION, PART PLAN S
1/8" = 1'-0"

71. PD-102U CONCOURSE B, PLUMBING, LEVEL 2, DEMOLITION, PART PLAN U
1/8" = 1'-0"

72. PD-102V CONCOURSE B, PLUMBING, LEVEL 2, DEMOLITION, PART PLAN V
1/8" = 1'-0"

73. PD-103D T4 HEADHOUSE, PLUMBING, LEVEL 3, DEMOLITION, PART PLAN D
1/8" = 1'-0"

74. PD-103G CONCOURSE B, PLUMBING, LEVEL 3, DEMOLITION, PART PLAN G
1/8" = 1'-0"

Fire Protection Engineering

No.	Drg No.	Drawing Title	Scale
1.	F-001	FIRE PROTECTION, DRAWING LIST	NTS
2.	F-002	FIRE PROTECTION, SYMBOLS, NOTES, & ABBREVIATIONS	NTS
3.	F-101	FIRE PROTECTION, LEVEL 1, OVERALL PLAN	1" = 100'-0"
4.	F-101G	CONCOURSE B, FIRE PROTECTION, LEVEL 1, PART PLAN G	1/8" = 1'-0"
5.	F-101Q	CONCOURSE B, FIRE PROTECTION, LEVEL 1, PART PLAN Q	1/8" = 1'-0"
6.	F-101S	CONCOURSE B, FIRE PROTECTION, LEVEL 1, PART PLAN S	1/8" = 1'-0"
7.	F-101T	CONCOURSE B, FIRE PROTECTION, LEVEL 1, PART PLAN T	1/8" = 1'-0"

DRAWING LIST

8. F-101U 1/8" = 1'-0"	CONCOURSE B, FIRE PROTECTION, LEVEL 1, PART PLAN U
9. F-101V 1/8" = 1'-0"	CONCOURSE B, FIRE PROTECTION, LEVEL 1, PART PLAN V
10. F-101BA 1/8" = 1'-0"	CONCOURSE B, FIRE PROTECTION, LEVEL 1, PART PLAN BA
11. F-101BB 1/8" = 1'-0"	CONCOURSE B, FIRE PROTECTION, LEVEL 1, PART PLAN BB
12. F-101BC 1/8" = 1'-0"	CONCOURSE B, FIRE PROTECTION, LEVEL 1, PART PLAN BC
13. F-101BD 1/8" = 1'-0"	CONCOURSE B, FIRE PROTECTION, LEVEL 1, PART PLAN BD
14. F-101BE 1/8" = 1'-0"	CONCOURSE B, FIRE PROTECTION, LEVEL 1, PART PLAN BE
15. F-102 1" = 100'-0"	FIRE PROTECTION, LEVEL 2, OVERALL PLAN
16. F-102Q 1/8" = 1'-0"	CONCOURSE B, FIRE PROTECTION, LEVEL 2, PART PLAN Q
17. F-102S 1/8" = 1'-0"	CONCOURSE B, FIRE PROTECTION, LEVEL 2, PART PLAN S
18. F-102T 1/8" = 1'-0"	CONCOURSE B, FIRE PROTECTION, LEVEL 2, PART PLAN T
19. F-102U 1/8" = 1'-0"	CONCOURSE B, FIRE PROTECTION, LEVEL 2, PART PLAN U
20. F-102V 1/8" = 1'-0"	CONCOURSE B, FIRE PROTECTION, LEVEL 2, PART PLAN V
21. F-102BA 1/8" = 1'-0"	CONCOURSE B, FIRE PROTECTION, LEVEL 2, PART PLAN BA
22. F-102BB 1/8" = 1'-0"	CONCOURSE B, FIRE PROTECTION, LEVEL 2, PART PLAN BB
23. F-102BC 1/8" = 1'-0"	CONCOURSE B, FIRE PROTECTION, LEVEL 2, PART PLAN BC
24. F-102BD 1/8" = 1'-0"	CONCOURSE B, FIRE PROTECTION, LEVEL 2, PART PLAN BD

DRAWING LIST

25. F-102BE — CONCOURSE B, FIRE PROTECTION, LEVEL 2, PART PLAN BE
1/8" = 1'-0"

26. F-103 — FIRE PROTECTION, LEVEL 3, OVERALL PLAN
1" = 100'-0"

27. F-103G — CONCOURSE B, FIRE PROTECTION, LEVEL 3, PART PLAN G
1/8" = 1'-0"

28. F-103BA — CONCOURSE B, FIRE PROTECTION, LEVEL 3, PART PLAN BA
1/8" = 1'-0"

29. F-103BB — CONCOURSE B, FIRE PROTECTION, LEVEL 3, PART PLAN BB
1/8" = 1'-0"

30. F-103BC — CONCOURSE B, FIRE PROTECTION, LEVEL 3, PART PLAN BC
1/8" = 1'-0"

31. F-103BD — CONCOURSE B, FIRE PROTECTION, LEVEL 3, PART PLAN BD
1/8" = 1'-0"

32. F-103BE — CONCOURSE B, FIRE PROTECTION, LEVEL 3, PART PLAN BE
1/8" = 1'-0"

33. F-104 — FIRE PROTECTION, LEVEL 4, OVERALL PLAN
1" = 100'-0"

34. F-104BA — CONCOURSE B, FIRE PROTECTION, LEVEL 4, PART PLAN BA
1/8" = 1'-0"

35. F-104BB — CONCOURSE B, FIRE PROTECTION, LEVEL 4, PART PLAN BB
1/8" = 1'-0"

36. F-401 — FIRE PROTECTION, SPRINKLER, RISER DIAGRAM
NTS

37. F-801 — FIRE PROTECTION, DETAILS, SHEET 1
NTS

38. F-802 — FIRE PROTECTION, DETAILS, SHEET 2
NTS

39. F-803 — FIRE PROTECTION, DETAILS, SHEET 3
NTS

40. FD-101G — CONCOURSE B, FIRE PROTECTION, LEVEL 1, DEMOLITION, PART PLAN G
1/8" = 1'-0"

41. FD-101Q — CONCOURSE B, FIRE PROTECTION, LEVEL 1, DEMOLITION, PART PLAN Q
1/8" = 1'-0"

DRAWING LIST

42. FD-101T CONCOURSE B, FIRE PROTECTION, LEVEL 1, DEMOLITION, PART PLAN T
1/8" = 1'-0"

43. FD-101U CONCOURSE B, FIRE PROTECTION, LEVEL 1, DEMOLITION, PART PLAN U
1/8" = 1'-0"

44. FD-101V CONCOURSE B, FIRE PROTECTION, LEVEL 1, DEMOLITION, PART PLAN V
1/8" = 1'-0"

45. FD-102Q CONCOURSE B, FIRE PROTECTION, LEVEL 2, DEMOLITION, PART PLAN Q
1/8" = 1'-0"

46. FD-102V CONCOURSE B, FIRE PROTECTION, LEVEL 2, DEMOLITION, PART PLAN V
1/8" = 1'-0"

47. FD-103G CONCOURSE B, FIRE PROTECTION, LEVEL 3, DEMOLITION, PART PLAN G
1/8" = 1'-0"

Volume III – Electrical Engineering, Fire Alarm, Communications, Public Address & Security

Electrical Engineering & Fire Alarm

No.	Drg No.	Drawing Title	Scale
1.	E-001	ELECTRICAL, DRAWING LIST	NTS
2.	E-002	ELECTRICAL, SYMBOLS &, ABBREVIATIONS	NTS
3.	E-003	ELECTRICAL, NOTES &, SCHEDULES	NTS
4.	E-004	ELECTRICAL, PANEL, SCHEDULES	NTS
5.	E-005	ELECTRICAL, PANEL, SCHEDULES	NTS
6.	E-006	ELECTRICAL, PANEL, SCHEDULES	NTS
7.	E-007	ELECTRICAL, PANEL, SCHEDULES	NTS
8.	E-008	ELECTRICAL, PANEL, SCHEDULES	NTS

DRAWING LIST

9. E-009 NTS	ELECTRICAL, PANEL, SCHEDULES
10. E-010 NTS	ELECTRICAL, PANEL, SCHEDULES
11. E-101 1" = 100'-0"	ELECTRICAL, LEVEL 1, POWER, OVERALL PLAN
12. E-101G 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 1, POWER, PART PLAN G
13. E-101Q 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 1, POWER, PART PLAN Q
14. E-101R 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 1, POWER, PART PLAN R
15. E-101S 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 1, POWER, PART PLAN S
16. E-101T 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 1, POWER, PART PLAN T
17. E-101U 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 1, POWER, PART PLAN U
18. E-101V 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 1, POWER, PART PLAN V
19. E-101BA 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 1, POWER, PART PLAN BA
20. E-101BB 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 1, POWER, PART PLAN BB
21. E-101BC 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 1, POWER, PART PLAN BC
22. E-101BD 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 1, POWER, PART PLAN BD
23. E-101BE 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 1, POWER, PART PLAN BE
24. E-102 1" = 100'-0"	ELECTRICAL, LEVEL 2, POWER, OVERALL PLAN
25. E-102G 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 2, POWER, PART PLAN G

DRAWING LIST

26. E-102Q 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 2, POWER, PART PLAN Q
27. E-102R 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 2, POWER, PART PLAN R
28. E-102S 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 2, POWER, PART PLAN S
29. E-102T 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 2, POWER, PART PLAN T
30. E-102U 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 2, POWER, PART PLAN U
31. E-102V 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 2, POWER, PART PLAN V
32. E-102BA 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 2, POWER, PART PLAN BA
33. E-102BB 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 2, POWER, PART PLAN BB
34. E-102BC 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 2, POWER, PART PLAN BC
35. E-102BD 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 2, POWER, PART PLAN BD
36. E-102BE 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 2, POWER, PART PLAN BE
37. E-103 1" = 100'-0"	ELECTRICAL, LEVEL 3, POWER, OVERALL PLAN
38. E-103D 1/8" = 1'-0"	T4 HEADHOUSE, ELECTRICAL, LEVEL 3, POWER, PART PLAN D
39. E-103E 1/8" = 1'-0"	T4 HEADHOUSE, ELECTRICAL, LEVEL 3, POWER, PART PLAN E
40. E-103G 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 3, POWER, PART PLAN G
41. E-103Q 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 3, POWER, PART PLAN Q
42. E-103R 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 3, POWER, PART PLAN R

DRAWING LIST

43. E-103T 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 3, POWER, PART PLAN T
44. E-103U 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 3, POWER, PART PLAN U
45. E-103V 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 3, POWER, PART PLAN V
46. E-103BA 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 3, POWER, PART PLAN BA
47. E-103BB 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 3, POWER, PART PLAN BB
48. E-103BC 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 3, POWER, PART PLAN BC
49. E-103BD 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 3, POWER, PART PLAN BD
50. E-103BE 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 3, POWER, PART PLAN BE
51. E-104 1" = 100'-0"	ELECTRICAL, LEVEL 4, POWER, OVERALL PLAN
52. E-104BA 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 4, POWER, PART PLAN BA
53. E-104BB 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 4, POWER, PART PLAN BB
54. E-104BC 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 4, POWER, PART PLAN BC
55. E-104BD 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 4, POWER, PART PLAN BD
56. E-104BE 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 4, POWER, PART PLAN BE
57. E-105BA,B 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 5, POWER, PART PLAN BA/B
58. E-201 1" = 100'-0"	ELECTRICAL, LEVEL 1, LIGHTING, OVERALL PLAN
59. E-201Q 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 1, LIGHTING, PART PLAN Q

DRAWING LIST

60. E-201BA CONCOURSE B, ELECTRICAL, LEVEL 1, LIGHTING, PART PLAN BA
1/8" = 1'-0"

61. E-201BB CONCOURSE B, ELECTRICAL, LEVEL 1, LIGHTING, PART PLAN BB
1/8" = 1'-0"

62. E-201BC CONCOURSE B, ELECTRICAL, LEVEL 1, LIGHTING, PART PLAN BC
1/8" = 1'-0"

63. E-201BD CONCOURSE B, ELECTRICAL, LEVEL 1, LIGHTING, PART PLAN BD
1/8" = 1'-0"

64. E-201BE CONCOURSE B, ELECTRICAL, LEVEL 1, LIGHTING, PART PLAN BE
1/8" = 1'-0"

65. E-202 ELECTRICAL, LEVEL 2, LIGHTING, OVERALL PLAN
1" = 100'-0"

66. E-202Q CONCOURSE B, ELECTRICAL, LEVEL 2, LIGHTING, PART PLAN Q
1/8" = 1'-0"

67. E-202BA CONCOURSE B, ELECTRICAL, LEVEL 2, LIGHTING, PART PLAN BA
1/8" = 1'-0"

68. E-202BB CONCOURSE B, ELECTRICAL, LEVEL 2, LIGHTING, PART PLAN BB
1/8" = 1'-0"

69. E-202BC CONCOURSE B, ELECTRICAL, LEVEL 2, LIGHTING, PART PLAN BC
1/8" = 1'-0"

70. E-202BD CONCOURSE B, ELECTRICAL, LEVEL 2, LIGHTING, PART PLAN BD
1/8" = 1'-0"

71. E-202BE CONCOURSE B, ELECTRICAL, LEVEL 2, LIGHTING, PART PLAN BE
1/8" = 1'-0"

72. E-203 ELECTRICAL, LEVEL 3, LIGHTING, OVERALL PLAN
1" = 100'-0"

73. E-203BA CONCOURSE B, ELECTRICAL, LEVEL 3, LIGHTING, PART PLAN BA
1/8" = 1'-0"

74. E-203BB CONCOURSE B, ELECTRICAL, LEVEL 3, LIGHTING, PART PLAN BB
1/8" = 1'-0"

75. E-203BC CONCOURSE B, ELECTRICAL, LEVEL 3, LIGHTING, PART PLAN BC
1/8" = 1'-0"

76. E-203BD CONCOURSE B, ELECTRICAL, LEVEL 3, LIGHTING, PART PLAN BD
1/8" = 1'-0"

DRAWING LIST

77. E-203BE — CONCOURSE B, ELECTRICAL, LEVEL 3, LIGHTING, PART PLAN BE
1/8" = 1'-0"

78. E-204 — ELECTRICAL, LEVEL 4, LIGHTING, OVERALL PLAN
1" = 100'-0"

79. E-204BA — CONCOURSE B, ELECTRICAL, LEVEL 4, LIGHTING, PART PLAN BA
1/8" = 1'-0"

80. E-204BB — CONCOURSE B, ELECTRICAL, LEVEL 4, LIGHTING, PART PLAN BB
1/8" = 1'-0"

81. E-301 — FIRE ALARM, LEVEL 1, OVERALL PLAN
1" = 100'-0"

82. E-301Q — CONCOURSE B, FIRE ALARM, LEVEL 1, PART PLAN Q
1/8" = 1'-0"

83. E-301BA — CONCOURSE B, FIRE ALARM, LEVEL 1, PART PLAN BA
1/8" = 1'-0"

84. E-301BB — CONCOURSE B, FIRE ALARM, LEVEL 1, PART PLAN BB
1/8" = 1'-0"

85. E-301BC — CONCOURSE B, FIRE ALARM, LEVEL 1, PART PLAN BC
1/8" = 1'-0"

86. E-301BD — CONCOURSE B, FIRE ALARM, LEVEL 1, PART PLAN BD
1/8" = 1'-0"

87. E-301BE — CONCOURSE B, FIRE ALARM, LEVEL 1, PART PLAN BE
1/8" = 1'-0"

88. E-302 — FIRE ALARM, LEVEL 2, OVERALL PLAN
1" = 100'-0"

89. E-302Q — CONCOURSE B, FIRE ALARM, LEVEL 2, PART PLAN Q
1/8" = 1'-0"

90. E-302BA — CONCOURSE B, FIRE ALARM, LEVEL 2, PART PLAN BA
1/8" = 1'-0"

91. E-302BB — CONCOURSE B, FIRE ALARM, LEVEL 2, PART PLAN BB
1/8" = 1'-0"

92. E-302BC — CONCOURSE B, FIRE ALARM, LEVEL 2, PART PLAN BC
1/8" = 1'-0"

93. E-302BD — CONCOURSE B, FIRE ALARM, LEVEL 2, PART PLAN BD
1/8" = 1'-0"

DRAWING LIST

94. E-302BE — CONCOURSE B, FIRE ALARM, LEVEL 2, PART PLAN BE
1/8" = 1'-0"

95. E-303 — FIRE ALARM, LEVEL 3, OVERALL PLAN
1" = 100'-0"

96. E-303R — CONCOURSE B, FIRE ALARM, LEVEL 3, PART PLAN R
1/8" = 1'-0"

97. E-303T — CONCOURSE B, FIRE ALARM, LEVEL 3, PART PLAN T
1/8" = 1'-0"

98. E-303BA — CONCOURSE B, FIRE ALARM, LEVEL 3, PART PLAN BA
1/8" = 1'-0"

99. E-303BB — CONCOURSE B, FIRE ALARM, LEVEL 3, PART PLAN BB
1/8" = 1'-0"

100. E-303BC — CONCOURSE B, FIRE ALARM, LEVEL 3, PART PLAN BC
1/8" = 1'-0"

101. E-303BD — CONCOURSE B, FIRE ALARM, LEVEL 3, PART PLAN BD
1/8" = 1'-0"

102. E-303BE — CONCOURSE B, FIRE ALARM, LEVEL 3, PART PLAN BE
1/8" = 1'-0"

103. E-304 — FIRE ALARM, LEVEL 4, OVERALL PLAN
1" = 100'-0"

104. E-304BA — CONCOURSE B, FIRE ALARM, LEVEL 4, PART PLAN BA
1/8" = 1'-0"

105. E-304BB — CONCOURSE B, FIRE ALARM, LEVEL 4, PART PLAN BB
1/8" = 1'-0"

106. E-401 — ELECTRICAL, SUBSTATION W4, SINGLE LINE, DIAGRAM
NTS

107. E-402 — ELECTRICAL, CONCOURSE B, PARTIAL SINGLE, LINE DIAGRAMS
NTS

108. E-410 — ELECTRICAL, CONCOURSE B, FIRE ALARM SINGLE, LINE DIAGRAMS
NTS

109. E-601 — ELECTRICAL, GENERATOR, PLANT LAYOUT
1/8" = 1'-0"

110. E-701 — ELECTRICAL, ENLARGED PLANS, LEVEL 1
1/8" = 1'-0"

DRAWING LIST

111. E-702 ELECTRICAL, ENLARGED PLANS, LEVEL 2
1/8" = 1'-0"

112. E-703 ELECTRICAL, ENLARGED PLANS, LEVEL 2
1/8" = 1'-0"

113. E-801 ELECTRICAL, DETAILS
NTS

114. E-802 ELECTRICAL, DETAILS
NTS

115. E-803 ELECTRICAL, DETAILS
NTS

116. ED-101Q CONCOURSE B, ELECTRICAL, LEVEL 1, DEMOLITION, PART PLAN Q
1/8" = 1'-0"

117. ED-101R CONCOURSE B, ELECTRICAL, LEVEL 1, DEMOLITION, PART PLAN R
1/8" = 1'-0"

118. ED-101S CONCOURSE B, ELECTRICAL, LEVEL 1, DEMOLITION, PART PLAN S
1/8" = 1'-0"

119. ED-101T CONCOURSE B, ELECTRICAL, LEVEL 1, DEMOLITION, PART PLAN T
1/8" = 1'-0"

120. ED-101U CONCOURSE B, ELECTRICAL, LEVEL 1, DEMOLITION, PART PLAN U
1/8" = 1'-0"

121. ED-101V CONCOURSE B, ELECTRICAL, LEVEL 1, DEMOLITION, PART PLAN V
1/8" = 1'-0"

122. ED-102Q CONCOURSE B, ELECTRICAL, LEVEL 2, DEMOLITION, PART PLAN Q
1/8" = 1'-0"

123. ED-103G CONCOURSE B, ELECTRICAL, LEVEL 3, DEMOLITION, PART PLAN G
1/8" = 1'-0"

124. ED-103Q CONCOURSE B, ELECTRICAL, LEVEL 3, DEMOLITION, PART PLAN Q
1/8" = 1'-0"

125. ED-103R CONCOURSE B, ELECTRICAL, LEVEL 3, DEMOLITION, PART PLAN R
1/8" = 1'-0"

126. ED-103S CONCOURSE B, ELECTRICAL, LEVEL 3, DEMOLITION, PART PLAN S
1/8" = 1'-0"

127. ED-103T CONCOURSE B, ELECTRICAL, LEVEL 3, DEMOLITION, PART PLAN T
1/8" = 1'-0"

DRAWING LIST

128. ED-103U CONCOURSE B, ELECTRICAL, LEVEL 3, DEMOLITION, PART PLAN U
1/8" = 1'-0"

129. ED-103V CONCOURSE B, ELECTRICAL, LEVEL 3, DEMOLITION, PART PLAN V
1/8" = 1'-0"

Communications & Public Address

No.	Drg No.	Drawing Title	Scale
1.	T-001	COMMUNICATIONS, DRAWING LIST	NTS
2.	T-002	COMMUNICATIONS, SYMBOLS, NOTES, & ABBREVIATIONS	NTS
3.	T-101	COMMUNICATIONS, LEVEL 1, OVERALL PLAN	1" = 100'-0"
4.	T-101G	CONCOURSE B, COMMUNICATIONS, LEVEL 1, PART PLAN G	1/8" = 1'-0"
5.	T-101Q	CONCOURSE B, COMMUNICATIONS, LEVEL 1, PART PLAN Q	1/8" = 1'-0"
6.	T-101R	CONCOURSE B, COMMUNICATIONS, LEVEL 1, PART PLAN R	1/8" = 1'-0"
7.	T-101S	CONCOURSE B, COMMUNICATIONS, LEVEL 1, PART PLAN S	1/8" = 1'-0"
8.	T-101T	CONCOURSE B, COMMUNICATIONS, LEVEL 1, PART PLAN T	1/8" = 1'-0"
9.	T-101U	CONCOURSE B, COMMUNICATIONS, LEVEL 1, PART PLAN U	1/8" = 1'-0"
10.	T-101V	CONCOURSE B, COMMUNICATIONS, LEVEL 1, PART PLAN V	1/8" = 1'-0"
11.	T-101BA	CONCOURSE B, COMMUNICATIONS, LEVEL 1, PART PLAN BA	1/8" = 1'-0"
12.	T-101BB	CONCOURSE B, COMMUNICATIONS, LEVEL 1, PART PLAN BB	1/8" = 1'-0"
13.	T-101BC	CONCOURSE B, COMMUNICATIONS, LEVEL 1, PART PLAN BC	1/8" = 1'-0"

DRAWING LIST

14. T-101BD — CONCOURSE B, COMMUNICATIONS, LEVEL 1, PART PLAN BD
1/8" = 1'-0"

15. T-101BE — CONCOURSE B, COMMUNICATIONS, LEVEL 1, PART PLAN BE
1/8" = 1'-0"

16. T-102 — COMMUNICATIONS, LEVEL 2, OVERALL PLAN
1" = 100'-0"

17. T-102G — CONCOURSE B, COMMUNICATIONS, LEVEL 2, PART PLAN G
1/8" = 1'-0"

18. T-102Q — CONCOURSE B, COMMUNICATIONS, LEVEL 2, PART PLAN Q
1/8" = 1'-0"

19. T-102R — CONCOURSE B, COMMUNICATIONS, LEVEL 2, PART PLAN R
1/8" = 1'-0"

20. T-102S — CONCOURSE B, COMMUNICATIONS, LEVEL 2, PART PLAN S
1/8" = 1'-0"

21. T-102T — CONCOURSE B, COMMUNICATIONS, LEVEL 2, PART PLAN T
1/8" = 1'-0"

22. T-102U — CONCOURSE B, COMMUNICATIONS, LEVEL 2, PART PLAN U
1/8" = 1'-0"

23. T-102V — CONCOURSE B, COMMUNICATIONS, LEVEL 2, PART PLAN V
1/8" = 1'-0"

24. T-102BA — CONCOURSE B, COMMUNICATIONS, LEVEL 2, PART PLAN BA
1/8" = 1'-0"

25. T-102BB — CONCOURSE B, COMMUNICATIONS, LEVEL 2, PART PLAN BB
1/8" = 1'-0"

26. T-102BC — CONCOURSE B, COMMUNICATIONS, LEVEL 2, PART PLAN BC
1/8" = 1'-0"

27. T-102BD — CONCOURSE B, COMMUNICATIONS, LEVEL 2, PART PLAN BD
1/8" = 1'-0"

28. T-102BE — CONCOURSE B, COMMUNICATIONS, LEVEL 2, PART PLAN BE
1/8" = 1'-0"

29. T-103 — COMMUNICATIONS, LEVEL 3, OVERALL PLAN
1" = 100'-0"

30. T-103G — CONCOURSE B, COMMUNICATIONS, LEVEL 3, PART PLAN G
1/8" = 1'-0"

DRAWING LIST

31. T-103H 1/8" = 1'-0"	CONCOURSE B, COMMUNICATIONS, LEVEL 3, PART PLAN H
32. T-103Q 1/8" = 1'-0"	CONCOURSE B, COMMUNICATIONS, LEVEL 3, PART PLAN Q
33. T-103R 1/8" = 1'-0"	CONCOURSE B, COMMUNICATIONS, LEVEL 3, PART PLAN R
34. T-103S 1/8" = 1'-0"	CONCOURSE B, COMMUNICATIONS, LEVEL 3, PART PLAN S
35. T-103T 1/8" = 1'-0"	CONCOURSE B, COMMUNICATIONS, LEVEL 3, PART PLAN T
36. T-103U 1/8" = 1'-0"	CONCOURSE B, COMMUNICATIONS, LEVEL 3, PART PLAN U
37. T-103V 1/8" = 1'-0"	CONCOURSE B, COMMUNICATIONS, LEVEL 3, PART PLAN V
38. T-103BA 1/8" = 1'-0"	CONCOURSE B, COMMUNICATIONS, LEVEL 3, PART PLAN BA
39. T-103BB 1/8" = 1'-0"	CONCOURSE B, COMMUNICATIONS, LEVEL 3, PART PLAN BB
40. T-103BC 1/8" = 1'-0"	CONCOURSE B, COMMUNICATIONS, LEVEL 3, PART PLAN BC
41. T-103BD 1/8" = 1'-0"	CONCOURSE B, COMMUNICATIONS, LEVEL 3, PART PLAN BD
42. T-103BE 1/8" = 1'-0"	CONCOURSE B, COMMUNICATIONS, LEVEL 3, PART PLAN BE
43. T-104 1" = 100'-0"	COMMUNICATIONS, LEVEL 4, OVERALL PLAN
44. T-104BA 1/8" = 1'-0"	CONCOURSE B, COMMUNICATIONS, LEVEL 4, PART PLAN BA
45. T-104BB 1/8" = 1'-0"	CONCOURSE B, COMMUNICATIONS, LEVEL 4, PART PLAN BB
46. T-105BA,B 1/8" = 1'-0"	CONCOURSE B, COMMUNICATIONS, LEVEL 5, PART PLAN BA/B
47. T-201 1" = 100'-0"	COMMUNICATIONS, LEVEL 1, DAS COVERAGE, DIAGRAM

DRAWING LIST

48. T-202 COMMUNICATIONS, LEVEL 2, DAS COVERAGE, DIAGRAM
1" = 100'-0"

49. T-203 COMMUNICATIONS, LEVEL 3, DAS COVERAGE, DIAGRAM
1" = 100'-0"

50. T-204 COMMUNICATIONS, LEVEL 4, DAS COVERAGE DIAGRAM
1" = 600'-0"

51. T-301 COMMUNICATIONS, LEVEL 1, WAP COVERAGE, DIAGRAM
1" = 100'-0"

52. T-302 COMMUNICATIONS, LEVEL 2, WAP COVERAGE, DIAGRAM
1" = 100'-0"

53. T-303 COMMUNICATIONS, LEVEL 3, WAP COVERAGE, DIAGRAM
1" = 100'-0"

54. T-304 COMMUNICATIONS, LEVEL 4, WAP COVERAGE, DIAGRAM
1" = 100'-0"

55. T-401 COMMUNICATIONS, SINGLE LINE, DIAGRAMS
NTS

56. T-402 COMMUNICATIONS, RISER DIAGRAM
NTS

57. T-403 COMMUNICATIONS, DAS & PMRS, RISER, DIAGRAM
NTS

58. T-701 COMMUNICATIONS, DELTA MCR 1, LAYOUT
AS SHOWN

59. T-702 COMMUNICATIONS, DELTA CC-B01, LAYOUT
AS SHOWN

60. T-703 COMMUNICATIONS, DELTA CC-B02, LAYOUT
AS SHOWN

61. T-704 COMMUNICATIONS, DELTA CC-B03, LAYOUT
AS SHOWN

62. T-705 COMMUNICATIONS, DELTA CC-B04, LAYOUT
AS SHOWN

63. T-706 COMMUNICATIONS, DELTA CC-B05, LAYOUT
AS SHOWN

64. T-707 COMMUNICATIONS, JFK-IAT CC-B01, LAYOUT
AS SHOWN

DRAWING LIST

65. T-708 AS SHOWN	COMMUNICATIONS, JFK-IAT CC-B02, LAYOUT
66. T-709 AS SHOWN	COMMUNICATIONS, JFK-IAT CC-B03, LAYOUT
67. T-710 AS SHOWN	COMMUNICATIONS, JFK-IAT CC-B04, LAYOUT
68. T-711 AS SHOWN	COMMUNICATIONS, JFK-IAT CC-B05, LAYOUT
69. T-712 AS SHOWN	COMMUNICATIONS, RADIO ROOM, LAYOUT
70. T-713 3/4" = 1'-0"	COMMUNICATIONS, EXISTING CLOSETS, LAYOUTS
71. T-801 NTS	COMMUNICATIONS, DETAILS 1
72. T-802 NTS	COMMUNICATIONS, DETAILS 2
73. T-803 NTS	COMMUNICATIONS, DETAILS 3
74. PA-001 NTS	PUBLIC ADDRESS, SYMBOLS, NOTES, & ABBREVIATIONS
75. PA-102 1" = 100'-0"	PUBLIC ADDRESS, LEVEL 2, OVERALL PLAN
76. PA-102BA 1/8" = 1'-0"	CONCOURSE B, PUBLIC ADDRESS, LEVEL 2, PART PLAN BA
77. PA-102BB 1/8" = 1'-0"	CONCOURSE B, PUBLIC ADDRESS, LEVEL 2, PART PLAN BB
78. PA-102BC 1/8" = 1'-0"	CONCOURSE B, PUBLIC ADDRESS, LEVEL 2, PART PLAN BC
79. PA-102BD 1/8" = 1'-0"	CONCOURSE B, PUBLIC ADDRESS, LEVEL 2, PART PLAN BD
80. PA-102BE 1/8" = 1'-0"	CONCOURSE B, PUBLIC ADDRESS, LEVEL 2, PART PLAN BE
81. PA-103 1" = 100'-0"	PUBLIC ADDRESS, LEVEL 3, OVERALL PLAN

DRAWING LIST

82. PA-103BA 1/8" = 1'-0"	CONCOURSE B, PUBLIC ADDRESS, LEVEL 3, PART PLAN BA
83. PA-103BB 1/8" = 1'-0"	CONCOURSE B, PUBLIC ADDRESS, LEVEL 3, PART PLAN BB
84. PA-103BC 1/8" = 1'-0"	CONCOURSE B, PUBLIC ADDRESS, LEVEL 3, PART PLAN BC
85. PA-103BD 1/8" = 1'-0"	CONCOURSE B, PUBLIC ADDRESS, LEVEL 3, PART PLAN BD
86. PA-103BE 1/8" = 1'-0"	CONCOURSE B, PUBLIC ADDRESS, LEVEL 3, PART PLAN BE
87. PA-301 NTS	PUBLIC ADDRESS, SINGLE LINE, DIAGRAMS
88. PA-801 NTS	PUBLIC ADDRESS, LOUDSPEAKER, MOUNTING DETAILS

Security

No. Drg No. Scale	**Drawing Title**
1. Z-001 NTS	SECURITY, DRAWING LIST
2. Z-002 NTS	SECURITY, SYMBOLS, NOTES, & ABBREVIATIONS
3. Z-101 1" = 100'-0"	SECURITY, LEVEL 1, OVERALL PLAN
4. Z-101BA 1/8" = 1'-0"	CONCOURSE B, SECURITY, LEVEL 1, PART PLAN BA
5. Z-101BB 1/8" = 1'-0"	CONCOURSE B, SECURITY, LEVEL 1, PART PLAN BB
6. Z-101BC 1/8" = 1'-0"	CONCOURSE B, SECURITY, LEVEL 1, PART PLAN BC
7. Z-101BD 1/8" = 1'-0"	CONCOURSE B, SECURITY, LEVEL 1, PART PLAN BD
8. Z-101BE 1/8" = 1'-0"	CONCOURSE B, SECURITY, LEVEL 1, PART PLAN BE

DRAWING LIST

9. Z-102 1" = 100'-0"	SECURITY, LEVEL 2, OVERALL PLAN
10. Z-102BA 1/8" = 1'-0"	CONCOURSE B, SECURITY, LEVEL 2, PART PLAN BA
11. Z-102BB 1/8" = 1'-0"	CONCOURSE B, SECURITY, LEVEL 2, PART PLAN BB
12. Z-102BC 1/8" = 1'-0"	CONCOURSE B, SECURITY, LEVEL 2, PART PLAN BC
13. Z-102BD 1/8" = 1'-0"	CONCOURSE B, SECURITY, LEVEL 2, PART PLAN BD
14. Z-102BE 1/8" = 1'-0"	CONCOURSE B, SECURITY, LEVEL 2, PART PLAN BE
15. Z-103 1" = 100'-0"	SECURITY, LEVEL 3, OVERALL PLAN
16. Z-103BA 1/8" = 1'-0"	CONCOURSE B, SECURITY, LEVEL 3, PART PLAN BA
17. Z-103BB 1/8" = 1'-0"	CONCOURSE B, SECURITY, LEVEL 3, PART PLAN BB
18. Z-103BC 1/8" = 1'-0"	CONCOURSE B, SECURITY, LEVEL 3, PART PLAN BC
19. Z-103BD 1/8" = 1'-0"	CONCOURSE B, SECURITY, LEVEL 3, PART PLAN BD
20. Z-103BE 1/8" = 1'-0"	CONCOURSE B, SECURITY, LEVEL 3, PART PLAN BE
21. Z-104 1" = 100'-0"	SECURITY, LEVEL 4, OVERALL PLAN
22. Z-104BA 1/8" = 1'-0"	CONCOURSE B, SECURITY, LEVEL 4, PART PLAN BA
23. Z-104BB 1/8" = 1'-0"	CONCOURSE B, SECURITY, LEVEL 4, PART PLAN BB
24. Z-104BC 1/8" = 1'-0"	CONCOURSE B, SECURITY, LEVEL 4, PART PLAN BC
25. Z-104BD 1/8" = 1'-0"	CONCOURSE B, SECURITY, LEVEL 4, PART PLAN BD

DRAWING LIST

26.	Z-104BE	CONCOURSE B, SECURITY, LEVEL 4, PART PLAN BE
1/8" = 1'-0"		
27.	Z-105BA,B	CONCOURSE B, SECURITY, LEVEL 5, PART PLAN BA/B
1/8" = 1'-0"		
28.	Z-401	SECURITY SYSTEMS PHYSICAL ARCH., ACCESS CONTROL, CCTV SURVEILLANCE, AND INTERCOM
		NTS
29.	Z-801	SECURITY, DOOR DETAILS
NTS		
30.	Z-802	SECURITY, DOOR DETAILS
NTS		
31.	Z-803	SECURITY, CAMERA DETAILS
NTS		

Concourse B – Airside Civil Drawing List

No.	**Drg No.**	**Drawing Title**
Scale		
1.	C-0000	GENERAL, Cover Sheet, Volume I of IV, Civil Engineering
NTS		
2.	C-0100	GENERAL, Drawing Index
1" = 200'		
3.	C-0200	GENERAL, Location Plan
1" = 200'		
4.	C-0300	GENERAL, Part Plan Frame, Locations
1" = 200'		
5.	C-0400	GENERAL, General Notes
NTS		
6.	C-0500	GENERAL, Erosion and, Sedimentation, Control Plan
NTS		
7.	C-2002	AIRSIDE, Existing Conditions
1" = 150'		
8.	C-2112	AIRSIDE, Removal Details, Phase 1
1" = 150'		

SECTION 00 15 00

DRAWING LIST

9. C-2114 1" = 40'	AIRSIDE, Removal Details, Phase 1, Part Plan 4
10. C-2115 1" = 40'	AIRSIDE, Removal Details, Phase 1, Part Plan 5
11. C-2116 1" = 40'	AIRSIDE, Removal Details, Phase 1, Part Plan 6
12. C-2117 1" = 40'	AIRSIDE, Removal Details, Phase 1, Part Plan 7
13. C-2118 1" = 40'	AIRSIDE, Removal Details, Phase 1, Part Plan 8
14. C-2212 1" = 100'	AIRSIDE, Aircraft Parking and, Equipment Layout, for Concourse 'B'
15. C-2213 1" = 30'	AIRSIDE, Aircraft Parking and, Equipment Layout for, Gates 20, 22, 24, and 26
16. C-2214 1" = 30'	AIRSIDE, Aircraft Parking and, Equipment Layout for, Gates 28, 30, 32 and 34
17. C-2215 1" = 30'	AIRSIDE, Aircraft Parking and, Equipment Locations for, Gates 36 and 38
18. C-2216 1" = 30'	AIRSIDE, Aircraft Parking and, Equipment Layout for, Gate 31
19. C-2217 1" = 30'	AIRSIDE, Aircraft Parking and, Equipment Layout for, Gate 41
20. C-2218 1" = 30'	AIRSIDE, Aircraft Parking and, Equipment Layout for, Gates 33, 35, 37 and 39
21. C-2219 73, and 74	AIRSIDE, Aircraft Parking, and Layout for IAT and, DAL Hardstand Positions, 72, 1" = 30'
22. C-2230 1" = 30'	AIRSIDE, Striping Removal Plan for, Gates 20, 22, and 24
23. C-2231 1" = 30'	AIRSIDE, Striping Removal Plan for, Gates 26, 28, and 30
24. C-2232 1" = 30'	AIRSIDE, Striping Removal Plan for, Gate 31 and VSR
25. C-2233 1" = 30'	AIRSIDE, Striping Removal Plan for, Hardstand Positions, 72 and 73

DRAWING LIST

26. C-2250 AIRSIDE, Ramp Striping Co-ordinates, for Gates 20 and 22
1" = 20'

27. C-2251 AIRSIDE, Ramp Striping Co-ordinates, for Gates 24, 26 and 28
1" = 20'

28. C-2252 AIRSIDE, Ramp Striping Co-ordinates, for Gates 30, 32 and 34
1" = 20'

29. C-2253 AIRSIDE, Ramp Striping Co-ordinates, for Gates 36 and 38
1" = 20'

30. C-2254 AIRSIDE, Ramp Striping Co-ordinates, for Gates 31, 33 and 35
1" = 20'

31. C-2255 AIRSIDE, Ramp Striping Co-ordinates, for Gates 37, 39 and 41
1" = 20'

32. C-2256 AIRSIDE, Ramp Striping Co-ordinates, for Hardstand Positions, 72, 73, and 74
1" = 20'

33. C-2271 AIRSIDE, Taxilane and Vehicle, Service Road Striping, Co-ordinates, Part 1
1" = 30'

34. C-2272 AIRSIDE, Taxilane and Vehicle, Service Road Striping, Co-ordinates, Part 2
1" = 30'

35. C-2273 AIRSIDE, Taxilane and Vehicle, Service Road Striping, Co-ordinates, Part 3
1" = 30'

36. C-2274 AIRSIDE, Taxilane and Vehicle, Service Road Striping, Co-ordinates, Part 4
1" = 30'

37. C-2275 AIRSIDE, Taxilane and Vehicle, Service Road Striping, Co-ordinates, Part 5
1" = 30'

38. C-2276 AIRSIDE, Taxilane and Vehicle, Service Road Striping, Co-ordinates, Part 6
1" = 30'

39. C-2277 AIRSIDE, Taxilane and Vehicle, Service Road Striping, Co-ordinates, Part 7
1" = 30'

40. C-2290 AIRSIDE, Ramp Striping Details, and Specification for, Delta and IAT
NTS

41. C-2291 AIRSIDE, Taxilane, Release Lines,, and VSR Striping, Details and Specifications
NTS

42. C-2312 AIRSIDE, Pavement Construction, General Layout, Phase 1
1" = 150'

DRAWING LIST

43. C-2314 AIRSIDE, Pavement Construction, General Layout, Phase 1, Part Plan 4
1" = 40'

44. C-2315 AIRSIDE, Pavement Construction, General Layout, Phase 1, Part Plan 5
1" = 40'

45. C-2316 AIRSIDE, Pavement Construction, General Layout, Phase 1, Part Plan 6
1" = 40'

46. C-2317 AIRSIDE, Pavement Construction, General Layout, Phase 1, Part Plan 7
1" = 40'

47. C-2318 AIRSIDE, Pavement Construction, General Layout, Phase 1, Part Plan 8
1" = 40'

48. C-2412 AIRSIDE, Proposed Pavement, Isopach Phase 1
1" = 150'

49. C-2415 AIRSIDE, Proposed Pavement, Isopach - Phase 1, Part Plan 5
1" = 40'

50. C-2416 AIRSIDE, Proposed Pavement, Isopach - Phase 1, Part Plan 6
1" = 40'

51. C-2417 AIRSIDE, Proposed Pavement, Isopach - Phase 1, Part Plan 7
1" = 40'

52. C-2418 AIRSIDE, Proposed Pavement, Isopach - Phase 1, Part Plan 8
1" = 40'

53. C-2502 AIRSIDE, Proposed Pavement, Existing Grading
1" = 150'

54. C-2512 AIRSIDE, Proposed Pavement, Grading - Phase 1, General Layout
1" = 150'

55. C-2515 AIRSIDE, Proposed Pavement, Grading - Phase 1, Part Plan 5
1" = 40'

56. C-2516 AIRSIDE, Proposed Pavement, Grading - Phase 1, Part Plan 6
1" = 40'

57. C-2517 AIRSIDE, Proposed Pavement, Grading - Phase 1, Part Plan 7
1" = 40'

58. C-2518 AIRSIDE, Proposed Pavement, Grading - Phase 1, Part Plan 8
1" = 40'

59. C-2612 AIRSIDE, Pavement, Concrete Bay, Setting Out, Phase 1
1" = 150'

DRAWING LIST

60. C-261A AIRSIDE, Pavement, Concrete Bay, Setting Out, Phase 1 - Part Plan A
1" = 10'

61. C-261B AIRSIDE, Pavement, Concrete Bay, Setting Out, Phase 1 - Part Plan B
1" = 10'

62. C-261C AIRSIDE, Pavement, Concrete Bay, Setting Out, Phase 1 - Part Plan C
1" = 10'

63. C-261D AIRSIDE, Pavement, Construction Concrete, Bay Setting Out, Phase 1 - Part Plan
D 1" = 10'

64. C-261E AIRSIDE, Pavement, Concrete Bay, Setting Out, Phase 1 - Part Plan E
1" = 10'

65. C-261F AIRSIDE, Pavement, Concrete Bay, Setting Out, Phase 1 - Part Plan F
1" = 10'

66. C-261G AIRSIDE, Pavement, Concrete Bay, Setting Out, Phase 1 - Part Plan G
1" = 10'

67. C-261H AIRSIDE, Pavement, Construction Concrete, Bay Setting Out, Phase 1 - Part Plan
I 1" = 10'

68. C-261I AIRSIDE, Pavement, Construction Concrete, Bay Setting Out, Phase 1 - Part Plan
I 1" = 10'

69. C-2802 AIRSIDE, Pavement, Construction, Standard Details
NTS

70. C-2803 AIRSIDE, Pavement, Construction, Typical Pavement, Sections
NTS

71. C-2804 AIRSIDE, Pavement, Construction, Standard Details
NTS

72. C-2805 AIRSIDE, Pavement, Construction, Standard Details
NTS

73. C-2900 AIRSIDE, Ground Service Equipment, Symbols and Abbreviations
AS SHOWN

74. C-2901 AIRSIDE, Ground Service Equipment, GSE Equipment Layout, Part 1
AS SHOWN

75. C-2902 AIRSIDE, Ground Service Equipment, GSE Equipment Layout, Part 2
AS SHOWN

76. C-2903 AIRSIDE, Ground Service Equipment, GSE Equipment Layout, Part 3
AS SHOWN

DRAWING LIST

77. C-2920 AIRSIDE, Ground Service Equipment, 400Hz Installation
AS SHOWN

78. C-2930 AIRSIDE, Ground Service Equipment, PCA Installation, Part 1
AS SHOWN

79. C-2931 AIRSIDE, Ground Service Equipment, PCA Installation, Part 2
AS SHOWN

80. C-2940 AIRSIDE, Ground Service Equipment, Potable Water Cabinet, Layout, Part 1
AS SHOWN

81. C-2941 AIRSIDE, Ground Service Equipment, Potable Water Cabinet, Layout, Part 2
AS SHOWN

82. C-2942 AIRSIDE, Ground Service Equipment, Potable Water Cabinet, Layout, Part 3
AS SHOWN

83. C-2950 AIRSIDE, Ground Service Equipment, Aircraft Docking Guidance, Unit Installation,
Part 1 AS SHOWN

84. C-2951 AIRSIDE, Ground Service Equipment, Aircraft Docking Guidance, Unit Installation,
Part 2 AS SHOWN

85. C-2952 AIRSIDE, Ground Service Equipment, Aircraft Docking Guidance, Unit Installation,
Part 3 AS SHOWN

86. C-2960 AIRSIDE, Ground Service Equipment, Passenger Boarding, Bridge One Line,
Diagram AS SHOWN

87. C-2980 AIRSIDE, Ground Service Equipment, Passenger Boarding, Bridge Details
AS SHOWN

88. C-2981 AIRSIDE, Ground Service Equipment, 400Hz Equipment, Details, Part 1
AS SHOWN

89. C-2982 AIRSIDE, Ground Service Equipment, 400Hz Equipment, Details, Part 2
AS SHOWN

90. C-2983 AIRSIDE, Ground Service Equipment, 400Hz Equipment, Details, Part 3
AS SHOWN

91. C-2984 AIRSIDE, Ground Service Equipment, PCA Equipment, Details, Part 1
AS SHOWN

92. C-2985 AIRSIDE, Ground Service Equipment, PCA Equipment, Details, Part 2
AS SHOWN

93. C-2986 AIRSIDE, Ground Service Equipment, PCA Equipment, Details, Part 3
AS SHOWN

DRAWING LIST

94. C-2987 AIRSIDE, Ground Service Equipment, Potable Water Cabinet, Details
AS SHOWN

95. C-2988 AIRSIDE, Ground Service Equipment, Aircraft Docking Guidance, Unit Details
AS SHOWN

96. C-3014 UTILITIES, Proposed Composite, Phase 1, Part Plan 4
1" = 40'

97. C-3015 UTILITIES, Proposed Composite, Phase 1, Part Plan 5
1" = 40'

98. C-3016 UTILITIES, Proposed Composite, Phase 1, Part Plan 6
1" = 40'

99. C-3017 UTILITIES, Proposed Composite, Phase 1, Part Plan 7
1" = 40'

100. C-3018 UTILITIES, Proposed Composite, Phase 1, Part Plan 8
1" = 40'

101. C-3100 UTILITIES, Existing Electric, Site Wide
1" = 150'

102. C-3110 UTILITIES, Proposed Electric, Phase 1
1" = 150'

103. C-3114 UTILITIES, Proposed Electric, Phase 1, Part Plan 4
1" = 40'

104. C-3115 UTILITIES, Proposed Electric, Phase 1, Part Plan 5
1" = 40'

105. C-3116 UTILITIES, Proposed Electric, Phase 1, Part Plan 6
1" = 40'

106. C-3117 UTILITIES, Proposed Electric, Phase 1, Part Plan 7
1" = 40'

107. C-3118 UTILITIES, Proposed Electric, Phase 1, Part Plan 8
1" = 40'

108. C-3140 UTILITIES, Proposed Electric, Profiles
AS NOTED

109. C-3141 UTILITIES, Proposed Electric, Profiles
AS NOTED

110. C-3170 UTILITIES, Existing Electric, One Line 5KV Feeder, Diagram
NTS

DRAWING LIST

111. C-3171 NTS	UTILITIES, Proposed Electric, One Line 5KV Feeder, Diagram, Phase 1
112. C-3180 NTS	UTILITIES, Electric Alignment, and Structure Tables
113. C-3190 NTS	UTILITIES, Electric Details
114. C-3200 1" = 150'	UTILITIES, Existing, Communication, Site Wide
115. C-3210 1" = 150'	UTILITIES, Proposed, Communications, Phase 1
116. C-3215 1" = 40'	UTILITIES, Proposed, Communications, Phase 1, Part Plan 5
117. C-3216 1" = 40'	UTILITIES, Proposed, Communications, Phase 1, Part Plan 6
118. C-3217 1" = 40'	UTILITIES, Proposed, Communications, Phase 1, Part Plan 7
119. C-3218 1" = 40'	UTILITIES, Proposed, Communications, Phase 1, Part Plan 8
120. C-3300 1" = 150'	UTILITIES, Existing Sanitary, Site Wide
121. C-3310 1" = 150'	UTILITIES, Proposed Sanitary, Phase 1
122. C-3314 1" = 40'	UTILITIES, Proposed Sanitary, Phase 1, Part Plan 4
123. C-3315 1" = 40'	UTILITIES, Proposed Sanitary, Phase 1, Part Plan 5
124. C-3316 1" = 40'	UTILITIES, Proposed Sanitary, Phase 1, Part Plan 6
125. C-3318 1" = 40'	UTILITIES, Proposed Sanitary, Phase 1, Part Plan 8
126. C-3340 AS NOTED	UTILITIES, Proposed Sanitary, Profiles, Sheet 1 of 1
127. C-3390 NTS	UTILITIES, Sanitary Details

DRAWING LIST

128. C-3391 NTS	UTILITIES, Sanitary Lift Station, Details
129. C-3392 NTS	UTILITIES, Sanitary, Cross Sections, and Schedules
130. C-3400 1" = 150'	UTILITIES, Existing Water, Site Wide
131. C-3410 1" = 150'	UTILITIES, Proposed Water, Phase 1
132. C-3414 1" = 40'	UTILITIES, Proposed Water, Phase 1, Part Plan 4
133. C-3415 1" = 40'	UTILITIES, Proposed Water, Phase 1, Part Plan 5
134. C-3416 1" = 40'	UTILITIES, Proposed Water, Phase 1, Part Plan 6
135. C-3418 1" = 40'	UTILITIES, Proposed Water, Phase 1, Part Plan 8
136. C-3440 AS NOTED	UTILITIES, Proposed Water, Profiles, Sheet 1 of 1
137. C-3490 AS NOTED	UTILITIES, Water Details
138. C-3491 AS NOTED	UTILITIES, Water Details
139. C-3800 AS SHOWN	UTILITIES, GSE Fueling Facility, Partial Site Plan
140. C-3801 AS SHOWN	UTILITIES, GSE Fueling Facility, Soil Management, Plan
141. C-3810 AS SHOWN	UTILITIES, GSE Fueling Facility, Tank Details
142. C-3811 AS SHOWN	UTILITIES, GSE Fueling Facility, Piping Plan
143. C-3812 AS SHOWN	UTILITIES, GSE Fueling Facility, Dispenser and, Miscellaneous Details
144. C-3813 AS SHOWN	UTILITIES, GSE Fueling Facility, UST Vault Details

DRAWING LIST

145. C-3814 UTILITIES, GSE Fueling Facility, Oil Water Separator and, Miscellaneous Drainage, Details
AS SHOWN

146. C-3815 UTILITIES, GSE Fueling Facility, Tank and Piping Details
AS SHOWN

147. C-3816 UTILITIES, GSE Fueling Facility, Electrical Shed Details
AS SHOWN

148. C-3820 UTILITIES, GSE Fueling Facility, Fuel System, Electric Schematic
AS SHOWN

149. C-3821 UTILITIES, GSE Fueling Facility, Fuel System, Power Plan
AS SHOWN

150. C-3822 UTILITIES, GSE Fueling Facility, Fuel System, NEC Hazard Zone Plan, and Fuel Mgt.Schematic

AS SHOWN

151. C-3830 UTILITIES, GSE Fueling Facility, Fuel System, Fire Suppression, System Details
AS SHOWN

152. C-3831 UTILITIES, GSE Fueling Facility, Digital Cellular, Communications Details
AS SHOWN

153. C-3840 UTILITIES, GSE Fueling Facility, Shoring Details
AS SHOWN

154. C-4000 STORMWATER, Existing Conditions, Site Wide
1" = 150'

155. C-4010 STORMWATER, Existing Watersheds, Site Wide
1" = 200'

156. C-4200 STORMWATER, Proposed Watersheds, Site Wide
1" = 200'

157. C-4210 STORMWATER, Proposed Design Phase 1, Site Wide
1" = 150'

158. C-4215 STORMWATER, Proposed Design, Part Plan 5
1" = 40'

159. C-4216 STORMWATER, Proposed Design, Part Plan 6
1" = 40'

160. C-4217 STORMWATER, Proposed Design, Part Plan 7
1" = 40'

161. C-4218 STORMWATER, Proposed Design, Part Plan 8

1" = 40'

162. C-4400 UTILITIES, Proposed Storm, Profiles
AS NOTED

163. C-4500 STORMWATER, Setting Out, and Schedule
1" = 40'

164. C-4900 STORMWATER, Details, Sheet 1 of 3
N.T.S.

165. C-4910 STORMWATER, Details, Sheet 2 of 3
N.T.S.

166. C-4920 STORMWATER, Details, Sheet 3 of 3
N.T.S.

167. C-7000 CONSTRUCTION, STAGING, Airside and Concourse, Stage 0, (Existing Conditions) 1" = 150'

168. C-7010 CONSTRUCTION, STAGING, Airside and Concourse, Stage 1
1" = 150'

169. C-7020 CONSTRUCTION, STAGING, Airside and Concourse, Stage 2
1" = 150'

170. C-7030 CONSTRUCTION, STAGING, Airside and Concourse, Stage 3
1" = 150'

171. C-7040 CONSTRUCTION, STAGING, Airside and Concourse, Stage 4A
1" = 150'

172. C-7050 CONSTRUCTION, STAGING, Airside and Concourse, Stage 4B
1" = 150'

173. C-7060 CONSTRUCTION, STAGING, Airside and Concourse, Stage 5, Phase 1 Complete
1" = 150'

Concourse B – Hydrant Fueling Drawing List

1- C-3700 HYDRANT FUELING EXTENTS, LOCATION PLAN & DRAWING INDEX
2- C-3701 HYDRANT FUELING FUEL LEGEND
3- C-3702 HYDRANT FUELING FUEL ABBREVIATIONS
4- C-3703 HYDRANT FUELING EXISTING CONDITIONS
5- C-3704 HYDRANT FUELING GENERAL NOTES & FINAL OVERALL LAYOUT
6- C-3705 HYDRANT FUELING PHASE 1 EXTENTS
7- C-3706 HYDRANT FUELING CONSTRUCTION SEQUENCING PLAN
8- C-3707 HYDRANT FUELING FUEL PIPING & AIRCRAFT LAYOUT PLAN
9- C-3708 HYDRANT FUELING EXISTING FUEL SYSTEM DEMOLITION PLAN SHEET 1
10- C-3709 HYDRANT FUELING EXISTING FUEL SYSTEM DEMOLITION PLAN SHEET 2

DRAWING LIST

11- C-3710	HYDRANT FUELING PARTIAL PLAN - 1
12- C-3711	HYDRANT FUELING PARTIAL PLAN – 2
13- C-3712	HYDRANT FUELING GATES 30 & 31 HYDRANT PITS PARTIAL PLAN – 3
14- C-3713	HYDRANT FUELING HARDSTAND 61 AREA PARTIAL PLAN -4
15- C-3720	HYDRANT FUELING VAULT LAYOUT PLAN
16- C-3721	HYDRANT FUELING PROFILES SHEET 1
17- C-3722	HYDRANT FUELING PROFILES SHEET 2
18- C-3723	HYDRANT FUELING CATHODIC PROTECTION PLAN
19- C-3724	HYDRANT FUELING CATHODIC PROTECTION DETAILS SHEET 1
20- C-3725	HYDRANT FUELING CATHODIC PROTECTION DETAILS SHEET 2
21- C-3726	HYDRANT FUELING CATHODIC PROTECTION DETAILS SHEET 3
22- C-3730	HYDRANT FUELING IVV-B1 PLAN & ELEVATIONS
23- C-3731	HYDRANT FUELING IVV-B2 PLAN & ELEVATIONS
24- C-3732	HYDRANT FUELING IVV-B3 PLAN & ELEVATIONS
25- C-3733	HYDRANT FUELING IVV-B4 PLAN & ELEVATIONS
26- C-3734	HYDRANT FUELING VAULT DETAILS SHEET 1
27- C-3735	HYDRANT FUELING VAULT DETAILS SHEET 2
28- C-3736	HYDRANT FUELING PIPING DETAILS SHEET 1
29- C-3737	HYDRANT FUELING PIPING DETAILS SHEET 2
30- C-3738	HYDRANT FUELING PIPING DETAILS SHEET 3
31- C-3750	HYDRANT FUELING IVV-B1 STRUCTURAL PLANS
32- C-3751	HYDRANT FUELING IVV-B2 STRUCTURAL PLANS
33- C-3752	HYDRANT FUELING IVV-B3 STRUCTURAL PLANS
34- C-3753	HYDRANT FUELING IVV-B4 STRUCTURAL PLANS
35- C-3754 & SECTIONS	HYDRANT FUELING VAULTS STRUCTURAL REMOVABLE GRATING PLANS
36- C-3755 DETAILS	HYDRANT FUELING IVV-B1 THROUGH IVV B-4 STRUCTURAL SECTIONS &
37- C-3756	HYDRANT FUELING IVV-A1 PLAN & ELEVATIONS
38- C-3760	HYDRANT FUELING 404 DISTRIBUTION SYSTEM FLOW DIAGRAM SHEET 1
39- C-3761	HYDRANT FUELING 404 DISTRIBUTION SYSTEM FLOW DIAGRAM SHEET 2
40- C-3762 LAYOUT	HYDRANT FUELING SATELLITE FUEL FARM SYSTEM 404-3 PHASE I
41- C-3763 LAYOUT	HYDRANT FUELING SATELLITE FUEL FARM SYSTEM 404-4 PHASE 2
42- C-3764 LAYOUT	HYDRANT FUELING SATELLITE FUEL FARM SYSTEM 404-2 PHASE 3
43- C-3765 LAYOUT	HYDRANT FUELING SATELLITE FUEL FARM SYSTEM 404-1 PHASE 4
44- C-3766 1	HYDRANT FUELING SATELLITE FUEL FARM SYSTEM 404 DETAILS SHEET
45- C-3767 2	HYDRANT FUELING SATELLITE FUEL FARM SYSTEM 404 DETAILS SHEET
46- C-3768 PILOTS	HYDRANT FUELING VALVE SCHEMATICS EXISTING & NEW CONTROL
47- C-3770	HYDRANT FUELING ELECTRICAL LEGEND
48- C-3772	HYDRANT FUELING EFSO ELECTRICAL SITE PLAN
49- C-3773	HYDRANT FUELING BUILDING ROOM PLAN & ELEVATIONS

DRAWING LIST

50-	C-3775	HYDRANT FUELING WIRING DIAGRAMS
51-	C-3777	HYDRANT FUELING EFSO & ELECTRICAL DETAILS
52-	C-3779	HYDRANT FUELING ELECTRICAL SCHEDULES
53-	C-3780	HYDRANT FUELING IVV-B1 & B2 ELECTRICAL LAYOUT
54-	C-3782	HYDRANT FUELING IVV-B3 & B4 ELECTRICAL LAYOUT
55-	C-3783	HYDRANT FUELING SATELLITE FUEL FARM ELECTRICAL OVERVIEW PLAN
56-	C-3784	HYDRANT FUELING SATELLITE FUEL FARM - SYSTEM 404 ELECTRICAL PLAN
57-	C-3785	HYDRANT FUELING SATELLITE FUEL FARM - SYSTEM 404 I/O MODIFICATIONS
58-	C-3786	HYDRANT FUELING SATELLITE FUEL FARM - SYSTEM 404 PANEL DETAILS
59-	C-3787	HYDRANT FUELING SATELLITE FUEL FARM - PUMP & HEADER MODIFICATIONS
60-	C-3788	HYDRANT FUELING SATELLITE FUEL FARM - BUILDING 241 PLAN
61-	C-3790	HYDRANT FUELING SATELLITE FUEL FARM – PLC DELTA DETAILS
62-	C-3792	HYDRANT FUELING SATELLITE FUEL FARM – 4160V STARTER MODIFICATIONS
63-	C-3793	HYDRANT FUELING SATELLITE FUEL FARM – 4160V STARTER REFERENCE
64-	C-3795	HYDRANT FUELING SATELLITE FUEL FARM – EFSO & TANK LLCO MODIFICATIONS
65-	C-3796	HYDRANT FUELING SATELLITE FUEL FARM – CABLE & CONDUIT SCHEDULES
66-	C-3798	HYDRANT FUELING SATELLITE FUEL FARM – NETWORK DIAGRAM

Concourse B – Foundations and Structure Drawing List

No.	Drg No.	Drawing Title	Scale
1.	S-001	DRAWING LIST	12" = 1'-0"
2.	S-002	STRUCTURAL, SYMBOLS AND, ABBREVIATIONS	12" = 1'-0"
3.	S-003	STRUCTURAL, GENERAL NOTES	12" = 1'-0"
4.	S-011	STRUCTURAL, LOADING PLAN, SHEET 1	As indicated
5.	S-012	STRUCTURAL, LOADING PLAN, SHEET 2	As indicated
6.	S-013	STRUCTURAL, LOADING PLAN, SHEET 3	

SECTION 00 15 00

DRAWING LIST

As indicated

7. S-014 STRUCTURAL, LOADING PLAN, SHEET 4
As indicated

8. S-015 STRUCTURAL, LOADING PLAN, SHEET 5
As indicated

9. S-016 STRUCTURAL, LOADING PLAN, SHEET 6
As indicated

10. SD-101Q LEVEL 1, CONCOURSE B, STRUCTURAL, DEMOLITION, PARTIAL PLAN Q
1/8" = 1'-0"

11. SD-101R LEVEL 1, CONCOURSE B, STRUCTURAL, DEMOLITION, PARTIAL PLAN R
1/8" = 1'-0"

12. SD-101S LEVEL 1, CONCOURSE B, STRUCTURAL, DEMOLITION, PARTIAL PLAN S
1/8" = 1'-0"

13. SD-101T LEVEL 1, CONCOURSE B, STRUCTURAL, DEMOLITION, PARTIAL PLAN T
1/8" = 1'-0"

14. SD-101U LEVEL 1, CONCOURSE B, STRUCTURAL, DEMOLITION, PARTIAL PLAN U
1/8" = 1'-0"

15. SD-101V LEVEL 1, CONCOURSE B, STRUCTURAL, DEMOLITION, PARTIAL PLAN V
1/8" = 1'-0"

16. S-101Q LEVEL 1, CONCOURSE B, STRUCTURAL, PARTIAL PLAN Q
1/8" = 1'-0"

17. S-101R LEVEL 1, CONCOURSE B, STRUCTURAL, PARTIAL PLAN R
1/8" = 1'-0"

18. S-101S LEVEL 1, CONCOURSE B, STRUCTURAL, PARTIAL PLAN S
1/8" = 1'-0"

19. S-101T LEVEL 1, CONCOURSE B, STRUCTURAL, PARTIAL PLAN T
1/8" = 1'-0"

20. S-101U LEVEL 1, CONCOURSE B, STRUCTURAL, PARTIAL PLAN U
1/8" = 1'-0"

21. S-101V LEVEL 1, CONCOURSE B, STRUCTURAL, PARTIAL PLAN V
1/8" = 1'-0"

22. S-100BA CONCOURSE B, PILING, PARTIAL PLAN BA
1/8" = 1'-0"

23. S-100BB CONCOURSE B, PILING, PARTIAL PLAN BB

DRAWING LIST

1/8" = 1'-0"

24. S-100BC CONCOURSE B, PILING, PARTIAL PLAN BC
1/8" = 1'-0"

25. S-100BD CONCOURSE B, PILING, PARTIAL PLAN BD
1/8" = 1'-0"

26. S-100BE CONCOURSE B, PILING, PARTIAL PLAN BE
1/8" = 1'-0"

27. S-101BA LEVEL 1, CONCOURSE B, STRUCTURAL, FRAMING, PARTIAL PLAN BA
1/8" = 1'-0"

28. S-101BB LEVEL 1, CONCOURSE B, STRUCTURAL, FRAMING, PARTIAL PLAN BB
1/8" = 1'-0"

29. S-101BC LEVEL 1, CONCOURSE B, STRUCTURAL, FRAMING, PARTIAL PLAN BC
1/8" = 1'-0"

30. S-101BD LEVEL 1, CONCOURSE B, STRUCTURAL, FRAMING, PARTIAL PLAN BD
1/8" = 1'-0"

31. S-101BE LEVEL 1, CONCOURSE B, STRUCTURAL, FRAMING, PARTIAL PLAN BE
1/8" = 1'-0"

32. S-102BA LEVEL 2, CONCOURSE B, STRUCTURAL, FRAMING, PARTIAL PLAN BA
1/8" = 1'-0"

33. S-102BB LEVEL 2, CONCOURSE B, STRUCTURAL, FRAMING, PARTIAL PLAN BB
1/8" = 1'-0"

34. S-102BC LEVEL 2, CONCOURSE B, STRUCTURAL, FRAMING, PARTIAL PLAN BC
1/8" = 1'-0"

35. S-102BD LEVEL 2, CONCOURSE B, STRUCTURAL, FRAMING, PARTIAL PLAN BD
1/8" = 1'-0"

36. S-102BE LEVEL 2, CONCOURSE B, STRUCTURAL, FRAMING, PARTIAL PLAN BE
1/8" = 1'-0"

37. S-103BA LEVEL 3, CONCOURSE B, STRUCTURAL, FRAMING, PARTIAL PLAN BA
1/8" = 1'-0"

38. S-103BB LEVEL 3, CONCOURSE B, STRUCTURAL, FRAMING, PARTIAL PLAN BB
1/8" = 1'-0"

39. S-103BC LEVEL 3, CONCOURSE B, STRUCTURAL, FRAMING, PARTIAL PLAN BC
1/8" = 1'-0"

40. S-103BD LEVEL 3, CONCOURSE B, STRUCTURAL, FRAMING, PARTIAL PLAN BD
1/8" = 1'-0"

DRAWING LIST

41. S-103BE LEVEL 3, CONCOURSE B, STRUCTURAL, FRAMING, PARTIAL PLAN BE
1/8" = 1'-0"

42. S-104BA ROOF LEVEL, CONCOURSE B, STRUCTURAL, FRAMING, PARTIAL PLAN BA
1/8" = 1'-0"

43. S-104BB ROOF LEVEL, CONCOURSE B, STRUCTURAL, FRAMING, PARTIAL PLAN BB
1/8" = 1'-0"

44. S-104BC ROOF LEVEL, CONCOURSE B, STRUCTURAL, FRAMING, PARTIAL PLAN BC
1/8" = 1'-0"

45. S-104BD ROOF LEVEL, CONCOURSE B, STRUCTURAL, FRAMING, PARTIAL PLAN BD
1/8" = 1'-0"

46. S-104BE ROOF LEVEL, CONCOURSE B, STRUCTURAL, FRAMING, PARTIAL PLAN BE
1/8" = 1'-0"

47. S-105BA LEVEL 5, CONCOURSE B, STRUCTURAL, FRAMING, PARTIAL PLAN BA
1/8" = 1'-0"

48. S-105BB LEVEL 5, CONCOURSE B, STRUCTURAL, FRAMING, PARTIAL PLAN BB
1/8" = 1'-0"

49. S-301BA LEVEL 1, CONCOURSE B, REINFORCEMENT, PARTIAL PLAN BA
1/8" = 1'-0"

50. S-301BB LEVEL 1, CONCOURSE B, REINFORCEMENT, PARTIAL PLAN BB
1/8" = 1'-0"

51. S-301BC LEVEL 1, CONCOURSE B, REINFORCEMENT, PARTIAL PLAN BC
1/8" = 1'-0"

52. S-301BD LEVEL 1, CONCOURSE B, REINFORCEMENT, PARTIAL PLAN BD
1/8" = 1'-0"

53. S-301BE LEVEL 1, CONCOURSE B, REINFORCEMENT, PARTIAL PLAN BE
1/8" = 1'-0"

54. S-302BA LEVEL 2, CONCOURSE B, REINFORCEMENT, PARTIAL PLAN BA
1/8" = 1'-0"

55. S-302BB LEVEL 2, CONCOURSE B, REINFORCEMENT, PARTIAL PLAN BB
1/8" = 1'-0"

56. S-302BC LEVEL 2, CONCOURSE B, REINFORCEMENT, PARTIAL PLAN BC
1/8" = 1'-0"

57. S-302BD LEVEL 2, CONCOURSE B, REINFORCEMENT, PARTIAL PLAN BD
1/8" = 1'-0"

58. S-302BE LEVEL 2, CONCOURSE B, REINFORCEMENT, PARTIAL PLAN BE

DRAWING LIST

1/8" = 1'-0"

59. S-303BA LEVEL 3, CONCOURSE B, REINFORCEMENT, PARTIAL PLAN BA
1/8" = 1'-0"

60. S-303BB LEVEL 3, CONCOURSE B, REINFORCEMENT, PARTIAL PLAN BB
1/8" = 1'-0"

61. S-303BC LEVEL 3, CONCOURSE B, REINFORCEMENT, PARTIAL PLAN BC
1/8" = 1'-0"

62. S-303BD LEVEL 3, CONCOURSE B, REINFORCEMENT, PARTIAL PLAN BD
1/8" = 1'-0"

63. S-303BE LEVEL 3, CONCOURSE B, REINFORCEMENT, PARTIAL PLAN BE
1/8" = 1'-0"

64. S-304BA ROOF LEVEL, CONCOURSE B, REINFORCEMENT, PARTIAL PLAN BA
1/8" = 1'-0"

65. S-304BB ROOF LEVEL, CONCOURSE B, REINFORCEMENT, PARTIAL PLAN BB
1/8" = 1'-0"

66. S-304BC ROOF LEVEL, CONCOURSE B, REINFORCEMENT, PARTIAL PLAN BC
1/8" = 1'-0"

67. S-304BD ROOF LEVEL, CONCOURSE B, REINFORCEMENT, PARTIAL PLAN BD
1/8" = 1'-0"

68. S-304BE ROOF LEVEL, CONCOURSE B, REINFORCEMENT, PARTIAL PLAN BE
1/8" = 1'-0"

69. S-305BA LEVEL 5, CONCOURSE B, REINFORCEMENT, PARTIAL PLAN BA
1/8" = 1'-0"

70. S-305BB LEVEL 5, CONCOURSE B, REINFORCEMENT, PARTIAL PLAN BB
1/8" = 1'-0"

71. S-511 CONCOURSE B, STRUCTURAL, BRACED FRAME, ELEVATION, SHEET 1
1/8" = 1'-0"

72. S-512 CONCOURSE B, STRUCTURAL, BRACED FRAME, ELEVATION, SHEET 2
1/8" = 1'-0"

73. S-513 CONCOURSE B, STRUCTURAL, BRACED FRAME, ELEVATION, SHEET 3
1/8" = 1'-0"

74. S-514 CONCOURSE B, STRUCTURAL, BRACED FRAME, ELEVATION, SHEET 4
1/8" = 1'-0"

75. S-531 CONCOURSE B, NORTH RETAIL, NODE, SECTIONS
As indicated

DRAWING LIST

76. S-601 1/8" = 1'-0"	FIXED BRIDGE, FRAMING PLAN, AND SECTIONS
77. S-602 As indicated	FIXED BRIDGE, SECTIONS AND, ELEVATIONS
78. S-621 1/4" = 1'-0"	CONCOURSE B, SAWTOOTH ROOF, PARTIAL PLAN
79. S-651 SECTIONS	CONCOURSE B, ELEVATOR TYPE 2 & STAIR TYPE 1, ENLARGE PLANS & As indicated
80. S-652 1/4" = 1'-0"	CONCOURSE B, STAIR/ELEVATOR, TYPE 3, ENLARGE PLANS & SECTIONS
81. S-653 SECTIONS	CONCOURSE B, EXIT STAIR TYPE 4 AND TYPE 1 ENLARGE PLANS & 1/4" = 1'-0"
82. S-701 As indicated	PILE AND PILE CAP, TYPICAL DETAILS, SHEET 1
83. S-702 As indicated	PILE AND PILE CAP, TYPICAL DETAILS, SHEET 2
84. S-711 As indicated	STRUCTURAL, TYPICAL DETAILS, CONCRETE, SHEET 1
85. S-712 As indicated	STRUCTURAL, TYPICAL DETAILS, CONCRETE, SHEET 2
86. S-713 As indicated	STRUCTURAL, TYPICAL DETAILS, CONCRETE, SHEET 3
87. S-714 As indicated	STRUCTURAL, TYPICAL DETAILS, CONCRETE, SHEET 4
88. S-715 As indicated	STRUCTURAL, TYPICAL DETAILS, CONCRETE, SHEET 5
89. S-721 As indicated	STRUCTURAL, DETAILS, CONCRETE, SHEET 1
90. S-722 As indicated	STRUCTURAL, DETAILS, CONCRETE, SHEET 2
91. S-723 As indicated	STRUCTURAL, DETAILS, CONCRETE, SHEET 3
92. S-724 As indicated	STRUCTURAL, DETAILS, CONCRETE, SHEET 4
93. S-725	STRUCTURAL, DETAILS, CONCRETE, SHEET 5

DRAWING LIST

As indicated

94. S-726 STRUCTURAL, DETAILS, CONCRETE, SHEET 6
As indicated

95. S-751 STRUCTURAL, TYPICAL, BRACED FRAME, CONNECTION, DETAILS - SHEET 1 As indicated

96. S-752 STRUCTURAL, TYPICAL, BRACED FRAME, CONNECTION, DETAILS - SHEET 2 As indicated

97. S-753 STRUCTURAL, TYPICAL DETAILS, STEEL, SHEET 3
As indicated

98. S-754 STRUCTURAL, TYPICAL DETAILS, STEEL, SHEET 4
As indicated

99. S-755 STRUCTURAL, TYPICAL DETAILS, STEEL, SHEET 5
As indicated

100. S-756 STRUCTURAL, TYPICAL DETAILS, STEEL, SHEET 6
As indicated

101. S-771 STRUCTURAL, DETAILS, STEEL, SHEET 1
As indicated

102. S-772 STRUCTURAL, DETAILS, STEEL, SHEET 2
As indicated

103. S-773 STRUCTURAL, DETAILS, STEEL, SHEET 3
As indicated

104. S-774 SAWTOOTH ROOF, DETAILS
As indicated

105. S-775 STRUCTURAL, FACADE, CONNECTION, DETAILS
As indicated

106. S-776 STRUCTURAL, STRUT, CONNECTION, DETAIL
As indicated

107. S-777 STRUCTURAL, STRUT, CONNECTION, DETAILS
As indicated

108. S-778 FIXED BRIDGE, STEEL DETAILS
As indicated

109. S-781 STRUCTURAL, STAIR AND, ELEVATOR, DETAILS
As indicated

110. S-782 STRUCTURAL, STAIR AND, ELEVATOR, DETAILS
As indicated

SECTION 00 15 00

DRAWING LIST

111. S-901 As indicated	CONCOURSE B, STRUCTURAL, COLUMN, SCHEDULE, SHEET 1
112. S-902 As indicated	CONCOURSE B, STRUCTURAL, COLUMN, SCHEDULE, SHEET 2
113. S-903 As indicated	CONCOURSE B, STRUCTURAL, COLUMN, SCHEDULE, SHEET 3
114. S-904 As indicated	EXTERIOR STAIR & ELEVATOR, COLUMN SCHEDULE
115. S-905 As indicated	FIXED BRIDGE, COLUMN, SCHEDULE
116. S-911 As indicated	STEEL BEAM SCHEDULE

END OF DRAWING LIST

SCHEDULE 6-3

Standard Draw Documentation

[see attached]

SCHEDULE 6-3 TO THE ANCHOR TENANT AGREEMENT,

STANDARD DRAW DOCUMENT

[Date]

JFK International Air Terminal LLC
[Address]

Draw Document Number [ ]

This Standard Draw Document is delivered pursuant to Section 6.01(f) of the Anchor Tenant Agreement, dated as of _____, 2010, between JFK International Air Terminal LLC ("IAT") and Delta Air Lines, Inc. ("Delta") to enable IAT to prepare and submit a Series 8 Requisition Certificate pursuant to the Sixth Supplemental Trust Administration Agreement, dated as of _____, 2010 (the "TAA"), by and between IAT and The Bank of New York Mellon, as Trustee, with respect to the Series 8 Bonds and the 2010 Expansion Project. Any capitalized term used in this Standard Draw Document without definition shall have the meaning specified in the TAA.

Delta hereby requests IAT to prepare a Series 8 Requisition Certificate instructing the Trustee to make payments in the amount[s] and to the person[s] (which may include IAT, the Trustee or the Authority) and at the address[es] or pursuant to the wire instructions or, in the case of payment to the Series 8 Interest Account in the Bond Fund (a "Series 8 Debt Service Requisition"), in accordance with attached instructions to make such payment thereto for such purpose, for the elements of the 2010 Expansion Project, each as specified on Schedule 1 to this Standard Draw Document, and represents as follows:

(i) The obligation to pay (or to reimburse a person for paying) each such amount has been incurred and the amount thereof constitutes a 2010 Expansion Project Cost and is a proper charge against the Series 8 Account in the Construction Fund;

(ii) Schedule 1 to this Standard Draw Document describes in reasonable detail, except in the case of a Series 8 Debt Service Requisition, the purpose for which the obligation to pay (or to reimburse a person for paying) each such amount was incurred;

(iii) The obligation to pay (or to reimburse a person for paying) each such amount has not been the basis of any previous withdrawal from the Series 8 Account in the Construction Fund (unless the amount of such previous withdrawal was subsequently reimbursed to the Series 8 Account in the Construction Fund);

(iv) The payment of the amount(s) specified on Schedule 1 to this Standard Draw Document from the Series 8 Account in the Construction Fund will not render the certification provided in Section 3.2(A), (B) or (C) of the TAA untrue; and

(v) Schedule 2 to this Standard Draw Document correctly reflects the status of payments and expenditures for 2010 Expansion Project Costs from the Series 8 Bond Proceeds to the best of the knowledge of the undersigned.

The undersigned certifies that he is authorized to submit this Standard Draw Document.

DELTA AIR LINES, INC.

By _____

Title:

Schedule 1

Standard Draw Document Number [ ]

Name of Payee	Address/ Wiring Instructions	Amount to be Paid	Element of the 2010 Expansion Project	Purpose

Schedule 2

Standard Draw Document Number [ ]

Set forth below is a summary of payments and expenditures for 2010 Expansion Project Costs from the Series 8 Bond Proceeds as of the date of this Standard Draw Document:

Expenditure Category	**Costs Previously Paid and/or Requisitioned**	**Costs Included in This Standard Draw Document**	**Costs Paid and/or Requisitioned To Date**
Headhouse Improvements			
Concourse B Expansion			
Interest During Construction			
Issuance Costs			
Amount expended pursuant to Section 3.2(B) of the TAA			
Column Totals			

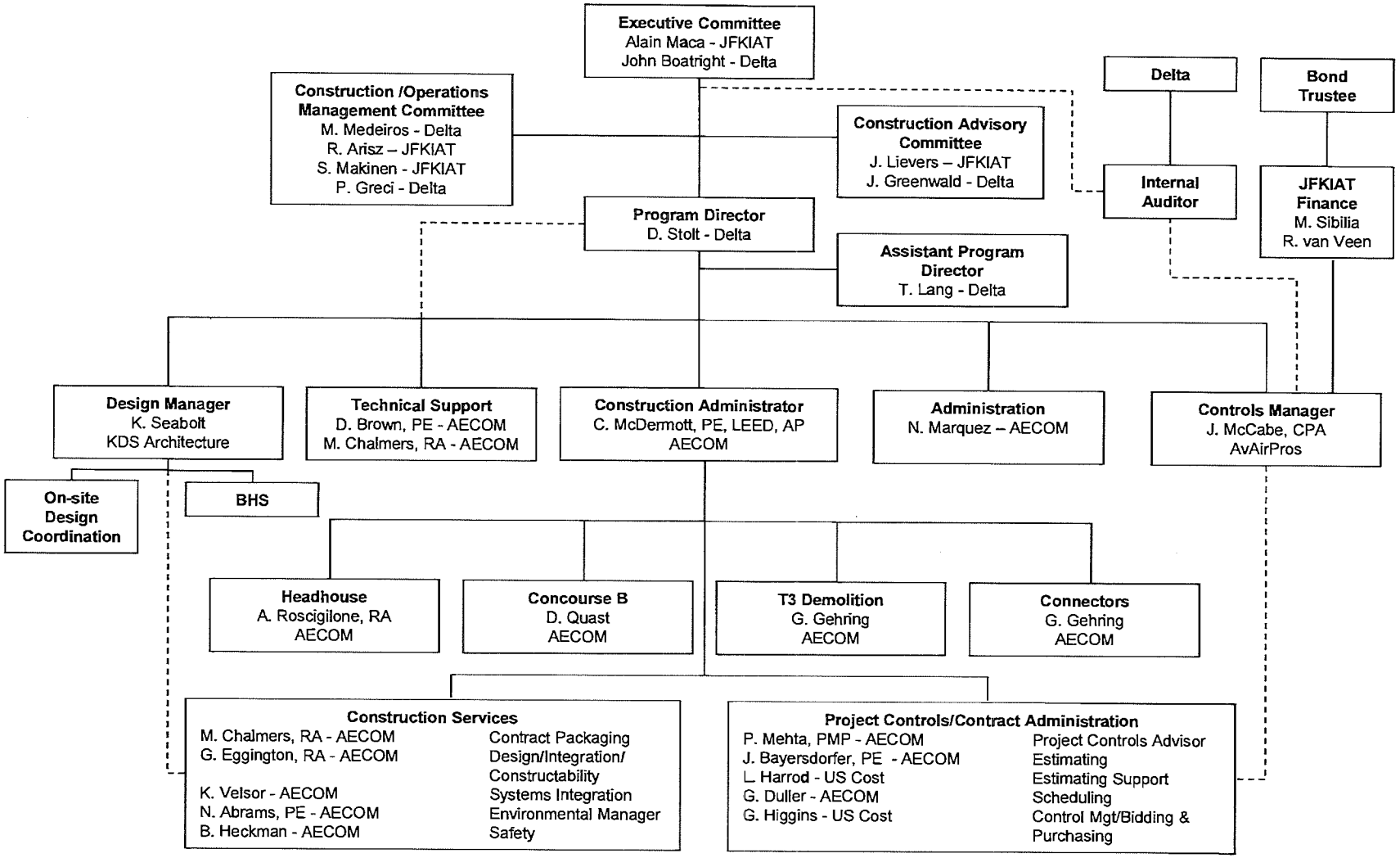
SCHEDULE 6-4

Phase I IAT Project Management Structure

[see attached]

SCHEDULE 6-4

Phase I IAT Project Management Structure



NY1 7395615

SCHEDULE 7-1

Pre-DBO Rent (with per gate increases)

[see attached]

SCHEDULE 7-1

Calculation of Pre-DBO Rent

Delta shall pay the following amounts for the applicable portions of the Pre-DBO Delta Premises specified below as "**Pre-DBO Rent**":

1) **Concourse B Gates 20, 22 and 24, Departures Level Check-in Counters - Row 5, Counters 415.115 and 415.117, Three Curbside Positions at Door #3, and Baggage Make-up Areas 5-1A/B and 5-2A/B:** Thirty Four Million and 00/100 Dollars ($34,000,000.00) per calendar year (prorated for partial calendar years) in twelve (12) equal monthly installments, which shall be increased as of the first day of each calendar year by an amount equal to (x) the then existing rate multiplied by (y) the Annual Percentage Increase. An amount equal to $11,333,334.00 shall be added to the amount specified in the preceding sentence upon the date that each Additional Phase I Gate is added to the Delta Premises (effective as of the date of such addition and prorated for partial calendar years), provided that a commensurate amount (to be determined by the amounts specified in the title of this paragraph) of departures level check-in counters and baggage make-up areas are included in the Delta Premises simultaneously. If an Additional Phase I Gate is added to the Delta Premises without the commensurate amount of departures level check-in counters or baggage make-up areas, then the annual charge for such Additional Phase I Gate shall be equitably reduced.

2) **Counters 415.023 and 415.025:** Eight Thousand Seventy Five and 54/100 Dollars ($8,075.54) per counter per calendar year (prorated for partial calendar years) payable in twelve (12) equal monthly installments, which shall be increased as of the first day of each calendar year by an amount equal to (x) the then existing rate multiplied by (y) the Annual Percentage Increase.

3) **Delta Support Space Location Numbers 172.004, 172.006, 172.010, 272.054, 272.076, 272.030 and 114.106:** Eighty Five Dollars ($85.00) per square foot per calendar year (prorated for partial calendar years) payable in twelve (12) equal monthly installments, which shall be increased as of the first day of each calendar year by an amount equal to (x) the then existing rate multiplied by (y) the Annual Percentage Increase.

4) **Former Northwest Support Space 263.004(a), 161.107, MT1-258, and 114.008:** Eighty Seven and 13/100 Dollars ($87.13) per square foot per calendar year (prorated for partial calendar years) payable in twelve (12) equal monthly installments, which shall be increased as of the first day of each calendar year by an amount equal to (x) the then existing rate multiplied by (y) the Annual Percentage Increase.

5) **Hardstand Positions 71, 74, 75, 76 and 77:** Six Hundred Fifty Nine Thousand Three Hundred Nine and 73/100 Dollars ($659,309.73) per Hardstand Position per calendar year (prorated for partial calendar years) payable in twelve (12) equal monthly installments, which shall be increased as of the first day of each calendar year by an amount equal to (x) the then existing rate multiplied by (y) the Annual Percentage Increase. An amount equal to the then

existing rate per Hardstand Position specified in the preceding sentence shall be subtracted from the above amount for each such Hardstand Position that is removed from the Delta Premises (effective as of the date of such removal and prorated for partial calendar years).

6) **Hardstand Positions 72-73:** Six Hundred Forty Three Thousand Two Hundred Twenty Nine and 00/100 Dollars ($643,229.00) per Hardstand Position per calendar year (prorated for partial calendar years) payable in twelve (12) equal monthly installments, which shall be increased as of the first day of each calendar year by an amount equal to (x) the then existing rate multiplied by (y) the Annual Percentage Increase. An amount equal to the then existing rate per Hardstand Position specified in the preceding sentence shall be subtracted from the above amount for each such Hardstand Position that is removed from the Delta Premises (effective as of the date of such removal and prorated for partial calendar years).

7) **Ramp Control Tower Space Fee:** Seventy Six and 88/100 Dollars ($76.88) per square foot per calendar year (prorated for partial calendar years) payable in twelve (12) equal monthly installments, which shall be increased as of the first day of each calendar year by an amount equal to (x) the then existing rate multiplied by (y) the Annual Percentage Increase.

8) **Arrivals Hall Service Center 112.021:** Forty and 00/100 Dollars ($40.00) per square foot per calendar year (prorated for partial calendar years) payable in twelve (12) equal monthly installments, which shall be increased as of the first day of each calendar year by an amount equal to (x) the then existing rate multiplied by (y) the Annual Percentage Increase

For purposes of this Schedule 7-1 only, "**Annual Percentage Increase**" means the percentage increase, as set forth below:

2011 - 2.5%
2012 - 2.5%
2013 - 2.0%
2014 - 2.0%

SCHEDULE 7-2

RESERVED

at its option, pursue any one or more of the following remedies, upon not less than 10 Business Days notice to IAT:

(a) bring a suit, action or proceeding (summary or otherwise) before any court of competent jurisdiction for any charges, payments or credits required to be paid or credited by IAT to Delta pursuant to this Agreement that are due and owing to Delta, and for all costs and expenses incurred by Delta related thereto, including reasonable attorneys' fees; and/or

(b) bring a suit, action or proceeding (summary or otherwise) before any court of competent jurisdiction for actual compensatory damages, and for all costs and expenses incurred by Delta related thereto, including reasonable attorneys' fees; and/or

(c) exercise any and all of its rights and remedies available to Delta under Section 365(h) and the other applicable provisions of the United States Bankruptcy Code; and/or

(d) [Reserved]; and/or

(e) cure the IAT Event of Default (other than any IAT Event of Default in respect of IAT's provision of O&M Services), in which case IAT shall reimburse Delta for the costs and expenses incurred by Delta to cure such IAT Event of Default, including reasonable attorneys' fees, upon demand, including an itemization in reasonable detail of such costs and expenses and accompanied by reasonable evidence of the payment of such costs and expenses, together with interest on such costs and expenses paid by Delta at the rate per annum equal to the Prime Rate plus 2% or the highest rate permitted under applicable Law (whichever is less) from the date the same were paid by Delta to the date the same are repaid by IAT; and/or

(f) upon the occurrence of an IAT Event of Default pursuant to Section 27.02 or, if as a result of any other IAT Event of Default Delta has been deprived of its right to use and occupy the Delta Premises or a material portion thereof for a period of at least 30 days, terminate this Agreement, in which event Delta shall vacate the Delta Premises and surrender the same to IAT pursuant to Section 25.01 on the termination date specified in Delta's notice of termination; and, upon such termination, Delta shall have no further obligations or liabilities hereunder, except for such obligations and liabilities outstanding at the time of such termination or as expressly provided herein to survive the expiration or termination hereof; and/or

(g) without duplication of any remedy described in paragraphs (a) – (f) hereof, exercise any other rights or remedies available to Delta under this Agreement, under any other applicable agreement, under applicable Law or otherwise, subject to the provisions of this Agreement limiting or restricting liability or remedies.

Section 27.07. *No Implied Waiver.* Delta's payment of Rent hereunder during any period of time when it has the right to terminate or to pursue any other remedies pursuant to this Section shall not be construed as a waiver of such right to terminate or to pursue such other remedies.

Section 27.08. *Cumulative Remedies.* All rights and remedies available to Delta under this Agreement shall be cumulative and additional to, and not in lieu or exclusive of, any other rights and remedies available to Delta under this Agreement, under any other applicable agreement, under applicable Law or otherwise, subject to the provisions of this Agreement limiting or restricting liability or remedies. The exercise by Delta of any right or remedy under this Agreement shall not prevent Delta from exercising any other right or remedy available to Delta under this Agreement, under any other applicable agreement, under applicable Law or otherwise, subject to the provisions of this Agreement limiting or restricting liability or remedies. However, notwithstanding anything herein to the contrary, Delta shall not be entitled to have a judgment or award for, or to collect or receive, under one right or remedy any amount that it has theretofore had a judgment or award for under another right or remedy or otherwise collected or received.

Section 27.09. *Offset. (a)* Whenever Delta exercises its remedy of self-help under Section 27.06(e), or otherwise under this Agreement with respect to Emergency Repairs, Delta may offset its costs and expenses in exercising such remedy without duplication for any amounts in respect thereof that Delta would have otherwise had to pay in accordance with this Agreement, against the Delta Rent payable by Delta under this Agreement in an amount not to exceed the remaining amount of line items in the then-current Budget for the ATA Permitted O&M Expenses with respect to the unperformed scope of the ATA Permitted O&M Expense items which are the subject of the proposed offset (plus any amounts that IAT would be permitted to transfer from other Budget categories and plus any amounts in addition to the relevant Budget categories that IAT would be permitted to spend pursuant to Section 10.03(b)).

(b) Without limiting any rights or protections Delta may have under the United States Bankruptcy Code, except as provided in this Section 27.09 or elsewhere in this Agreement, the exercise by Delta of any remedy available to it under this Agreement or under applicable Law shall not entitle Delta to offset, reduce, abate or otherwise not pay in full any amount due to IAT under this Agreement when and as the same shall become due under the terms of this Agreement.

Section 27.10. *No Consequential Damages.* Notwithstanding anything to the contrary, in no event shall IAT have any liability for consequential, punitive or exemplary damages as a result of an IAT Event of Default, and Delta hereby agrees to forego any rights and remedies it may have for the recovery of consequential, punitive or exemplary damages and damage awards to the extent the same are multiples of direct or other damages as provided by Law or otherwise.

ARTICLE 28.
DISPUTE RESOLUTION

Section 28.01. *Dispute Resolution.* In the event of any claim, controversy or dispute, IAT and Delta shall first attempt to settle such claim, controversy or dispute as promptly as possible after the same arises by negotiation, by submitting the same to the Management Committee for resolution (if not previously submitted to the Management Committee), by submitting the same to the Trilateral Committee for resolution and/or, if specifically agreed to by the parties, by mediation. Should such efforts fail (after submission to the Trilateral Committee), either IAT or Delta may, within 180 days after the claim, controversy or dispute first occurred (or within the period of the applicable statute of limitations if shorter) commence arbitration pursuant to this Article 28 with respect to those matters subject to arbitration pursuant to Section 28.02(b)(i)-(ii) below, or with respect to Section 28.02(b)(iii), as agreed to by both IAT and Delta. Failure to serve notice of arbitration with respect to any claim, controversy or dispute within the time prescribed in the preceding sentence shall be a deemed a waiver of only the right to arbitrate the claim controversy or dispute in question, not a waiver of any other right or remedy with respect to such claim, controversy or dispute. Notwithstanding the foregoing or any other provision of this Agreement, (i) no claim, controversy or dispute that relates to an obligation or responsibility of either Delta or IAT to the Port Authority under this Agreement or the Port/IAT Lease, shall be referred to arbitration except if and to the extent the same relates to an obligation or responsibility of either Delta or IAT to the other under this Agreement, and (ii) no Event of Default under Section 26.03(e) shall be referred to arbitration.

Section 28.02. *Arbitration.* (a) In the case of any claim, controversy or dispute that is the subject of arbitration pursuant to Section 28.02(b), such arbitration shall be in accordance with the Commercial Arbitration Rules of the American Arbitration Association (or any organization successor thereto) then in effect, in accordance with Title 9 of the United States Code and in accordance with the provisions of this Agreement. The arbitration shall take place in The City of New York. Disputes other than those that are expressly subject to arbitration pursuant to Section 28.02(b) shall be resolved by an action in a court of competent jurisdiction.

(b) The following claims, controversies or disputes under this Agreement, as between Delta and IAT only, shall be submitted to arbitration, to wit: any claim, controversy or dispute:

(i) arising under Article 6;

(ii) determining the ATA Permitted O&M Expenses used in calculating the Delta Rent under Section 10.03; and

(iii) regarding any other matter to which IAT and Delta agree in writing to arbitrate.

(c) If either IAT or Delta (in this Section, the "initiating party") desires to submit any claim, controversy or dispute which this Agreement specifically provides shall be submitted to arbitration, then the initiating party shall give written notice (in this Section, the "initiating notice") to the other party (in this Section, the "responding party") specifying in the

initiating notice the nature of the claim, controversy or dispute to be arbitrated and the name, business affiliations, address and telephone and fax numbers of the individual arbitrator designated by the initiating party to act as an arbitrator. Within 15 days after its receipt of the initiating notice, the responding party shall give written notice (in this Section, the "responding notice") to the initiating party specifying in the responding notice the name, business affiliations, address and telephone and fax numbers of the individual arbitrator designated by the responding party to act as an arbitrator. If the responding party fails to give the responding notice designating an arbitrator within the said 15-day period specified in the preceding sentence, then the claim, controversy or dispute shall be determined by the arbitrator designated by the initiating party (and such arbitrator shall be deemed to be the arbitration panel for purposes of this Section). If the responding party so designates the second arbitrator within said 15-day time period, the claim, controversy or dispute shall be determined by an arbitration panel (in this Section, the "arbitration panel") consisting of the first two arbitrators, designated respectively by the initiating party and the responding party, and a third arbitrator, appointed by the first two arbitrators or otherwise as provided below. The first two arbitrators shall meet within 10 days after the initiating party's receipt of the responding notice. If the first two arbitrators do not agree on the appointment of the third arbitrator, the third arbitrator may be appointed by the agreement of the parties. If the third arbitrator is not appointed (either by agreement of the first two arbitrators or agreement of the parties) within 20 days after the initiating party's receipt of the responding notice, then either party, on behalf of both parties and on notice to the other party, may request that the third arbitrator be appointed by the American Arbitration Association (or its successor organization) in accordance with its Commercial Arbitration Rules then in effect, or (y) if the American Arbitration Association does not appoint the third arbitrator within 30 days after such request, by a court specified in Section 36.17. In order to act as an arbitrator pursuant to this Section 28.02 an individual must not have any ownership interest in, be a director, officer or employee of or have any material business relationship with either party hereto or any Affiliate of either party hereto and is preferred to have at least 10 years experience in a profession related to the matters in dispute.

(d) The arbitration panel appointed pursuant to subsection (c) of this Section 28.02 (whether consisting of three arbitrators or a single arbitrator as provided above) shall conduct the arbitration in accordance with the expedited procedures provided for in said Commercial Arbitration Rules. The arbitration panel shall hold such hearings, take such testimony and receive such evidence and other materials as it shall determine to be necessary or appropriate to render its decision and award. The parties may be represented by counsel, call witnesses and submit evidence and other materials. All testimony before the arbitration panel shall be transcribed. The arbitration panel may consult experts and competent authorities skilled in the matters under arbitration. Any dispute as to a party's compliance with the time limits or negotiation requirements set forth in this Article 28, with the applicable statute of limitations, or with other conditions to arbitration shall be submitted to and finally resolved by the arbitration panel. The arbitration panel shall render its decision and award upon the concurrence of at least two of the arbitrators (or by the single arbitrator as provided above) within 60 days after the appointment of the third arbitrator (or the single arbitrator as provided above). In making its decision and award, the arbitration panel shall not add to, subtract from or otherwise modify the provisions of this Agreement, but shall base its decision and award upon and give effect to the provisions and intent of this Agreement. The decision and award shall be in writing and contain a statement of facts and the reasons for the decision and award.

Counterpart copies of the decision and award shall be delivered to the parties. The decision and award of the arbitration panel shall be final and conclusive upon the parties. Judgment may be had on the decision and award of the arbitration panel so rendered in any court of competent jurisdiction.

(e) If a party commences any proceeding in a judicial or quasi-judicial forum outside of the American Arbitration Association (or any successor thereto) for any claim, controversy or dispute that is the subject of arbitration pursuant to Section 28.02(b), the commencement of such proceeding shall constitute a breach of this Section 28 and the party against whom such a proceeding is commenced shall be entitled to recover in the arbitration all costs and attorneys' fees incurred as a result of the commencement of any such proceeding, including, but not limited to, the costs and attorneys' fees incurred in connection with a motion to dismiss and/or to compel arbitration.

(f) Each party shall pay the fees and expenses of the arbitrator appointed by it and the attorneys' fees, witness fees and other expenses incurred by it. The fees and expenses of the third arbitrator and all other expenses of the arbitration shall be paid equally by the parties. However, if the arbitration panel determines that the position of a party was taken willfully and without merit, the arbitration panel may require such party to bear all the expenses of the arbitration as well as the prevailing party's reasonable attorneys' fees, witness fees and other expenses. The provisions of this subsection (f) are subject in all cases to the provisions of Article 29.

(g) The provision for the resolution by arbitration of any such claim, controversy or dispute where it is specifically provided in this Agreement that the same shall be submitted to arbitration shall constitute a complete defense to any action, suit or proceeding commenced contrary to this Article 28, and may be asserted or pleaded as such by either party in any motion to a court of competent jurisdiction for a stay of any such action, suit or proceeding.

ARTICLE 29.
ATTORNEYS' FEES AND EXPENSES

Section 29.01. *Attorneys' Fees And Expenses.* Without duplication of any other provision of this Agreement with respect to attorney's fees and similar expenses, in the event that (i) IAT or Delta is found to have breached this Agreement by a final, non-appealable judgment, award or other decision in any action, suit, arbitration or other proceeding, then, such party (as the breaching party) shall be liable to the other party (as the non-breaching party) for the non-breaching party's reasonable costs and expenses as actually paid, including reasonable attorneys' fees and disbursements, in connection with such action, suit, arbitration or other proceeding to enforce its rights under this Agreement and to collect obligations due to it under this Agreement, or (ii) IAT or Delta brings any action, suit, arbitration or other proceeding against the other party with respect to an alleged breach of this Agreement by the other party and the other party (as the prevailing party) is found not to have breached this Agreement by a final, non-appealable judgment, award or other decision, then the party who brought such action, suit, arbitration or other proceeding (as the non-prevailing party) shall be liable to the prevailing party for the prevailing party's reasonable costs and expenses as actually paid, including reasonable attorneys' fees and disbursements, in connection with such action, suit, arbitration or other proceeding. This Section shall apply, without limitation, to any breach or alleged breach relating to bankruptcy or insolvency, any bankruptcy or other insolvency proceeding and any such reasonable costs and expenses, including reasonable attorneys' fees and disbursements, incurred by the non-breaching party or the prevailing party in connection with any bankruptcy or other insolvency proceeding with respect to, respectively, the breaching party or non-prevailing party. This Section shall not apply to any claim, controversy, dispute, action, suit, arbitration or other proceeding settled by the parties prior to the determination of the matter in question, unless the parties otherwise agree.

ARTICLE 30.
NO RECOURSE AGAINST EXCULPATED PARTIES

Section 30.01. *IAT Exculpated Parties.* (a) Notwithstanding any other provision of this Agreement to the contrary, neither (x) any director, employee, committee member, manager, managing director, officer, agent, representative nor any (y) owner, shareholder, member, partner, controlling Person, principal or ultimate beneficial owner, in each case whether direct or indirect, of IAT, or any Affiliate of IAT or of any of the foregoing (other than Delta and its Affiliates), shall be charged personally or held contractually liable by or to the other party, or any third-party beneficiary hereof, under, or in connection with, 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, *provided that*, the foregoing shall not apply to IAT. The sole recourse of Delta (or its successors or assigns) under this Agreement and any third party beneficiary hereof shall be against IAT's assets irrespective of any failure of IAT to comply with applicable Law or any provision of this Agreement, and (y) neither Delta (nor its successors or assigns) nor any third party beneficiary hereof shall be subrogated, or have any right of subrogation, to any claim of IAT for any capital contributions to IAT from any member of IAT.

(b) For the purposes of this Section, the protections afforded to IAT and its related Persons or entities under this Article 30 shall also apply to and be deemed to protect, in respect of any obligations hereunder or under any of the Terminal 4 Project Bond Documents, (x) the Trustee[s], any nominee of the Trustee[s], the Bond Insurer, any successor to IAT, any Interim Terminal Operator or any Qualified Terminal Operator and (y) (i) any officer, committee member, director, manager, managing director, employee, agent or representative or (ii) any controlling Person, shareholder, member, partner, principal or ultimate beneficial owner, in each case whether direct or indirect, of any of the Persons mentioned in clauses (x) or (y)(i) above.

Section 30.02. *Delta Exculpated Parties.* Notwithstanding any other provision of this Agreement to the contrary, neither (x) any director, employee, committee member, manager, managing director, officer, agent, representative nor any (y) owner, shareholder, member, partner, controlling Person, principal or ultimate beneficial owner, in each case whether direct or indirect, of Delta, or any Affiliate of Delta or of any of the foregoing, shall be charged personally or held contractually liable by or to the other party, or any third-party beneficiary hereof, under, or in connection with, 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, *provided that*, the foregoing shall not apply to Delta. The sole recourse of IAT (or its successors or assigns) under this Agreement and any third party beneficiary hereof shall be against Delta's assets irrespective of any failure of Delta to comply with applicable Law or any provision of this Agreement.

ARTICLE 31.
DISCLOSURE, CONFIDENTIALITY AND PUBLIC ANNOUNCEMENTS

Section 31.01. *Disclosure, Confidentiality And Public Announcements.* (a) Neither IAT nor Delta (in this Article 31, IAT or Delta, as the case may be, the "first party") shall in any manner disclose or permit any of their respective Affiliates, officers, directors, members or employees to disclose to any other Person, or use for the first party's own benefit (other than in connection with the transactions contemplated by this Agreement), directly or indirectly, any Confidential Information belonging to the other party (in this Article the "second party") that the first party obtained from the second party pursuant to or in connection with this Agreement, except (i) to the extent such disclosure or use is approved by the second party, (ii) to the extent such disclosure is necessary or appropriate to comply with applicable Law or an order of a court or administrative body or official of competent jurisdiction, (iii) to the extent such disclosure or use is necessary or appropriate to comply with the provisions of and exercise rights under this Agreement, the Port/IAT Lease, the Terminal 4 Project Bond Documents, the Freedom of Information – Policy and Procedure of the Port Authority in effect from time-to-time or the other Transaction Documents, (iv) to the first party's lenders or prospective lenders or purchasers or prospective purchasers, or (v) to the first party's members, directors, officers, employees, attorneys, accountants, consultants, architects, engineers, contractors and other representatives, consultants and service providers, *provided that*, in the case of clauses (iv) and (v), such disclosure shall be on a need-to-know and confidential basis substantially similar to that which the first party applies to the first party's own Confidential Information.

(b) Neither IAT nor Delta shall make any public announcements regarding the provisions of this Agreement or the transactions contemplated hereby, or disclose the same to any third party who would be expected to make a public announcement regarding same, without first obtaining the other party's approval to the nature and content of the disclosure, and the person or persons to whom the disclosure will be made.

Section 31.02. *Confidential Information.* In this Article, "Confidential Information" means with respect to each of IAT and Delta as the second party: (i) its business records and information, including its customer lists and information, its personnel data and information, its non-public schedules and Delta's non-public information relating to its Airline Activities; (ii) its non-public financial records and information; (iii) its documents or information relating to trade secrets, patents, copyrights or other intellectual property; and (iv) its other documents or information that it furnishes to the first party with an indication the same is confidential or not to be disclosed to third parties. Confidential Information shall not include any information that: (A) is or becomes generally known to the public other than as a result of a disclosure in violation of this Agreement, (B) is disclosed to the first party by a third Person (other than an Affiliate of the first party or an officer, employee, agent or representative of the first party or such Affiliate) having legitimate and unrestricted possession thereof and the unrestricted right to make such disclosure, *provided that*, the Person making such disclosure is not bound by a confidentiality agreement with, or another confidentiality obligation to, a party to this Agreement with respect to the information so disclosed, or (C) the first party can demonstrate that such information (of the second party) was within its possession on a non-confidential basis prior to the Effective Date.

Section 31.03. *Survival.* This Article 31 shall survive the expiration or termination of this Agreement.

ARTICLE 32.
OTHER REQUIREMENTS

Section 32.01. *Federal Airport Aid Assurances.* (a) The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented or superseded by similar federal legislation, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith, the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by Delta of the covenants, promises and obligations contained in this Agreement is therefore a special consideration and inducement to the Port Authority's consent to this Agreement, and if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with the Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by Delta of such covenants, promises and obligations, Delta will promptly comply therewith, at the time or times when and to the extent that the Port Authority may direct.

(b) Without limiting the generality of Section 32.01(a), this Agreement is subject to the requirements of the U.S. Department of Transportation's regulations promulgated at 49 C.F.R. Pt. 23, Subpart F. Delta agrees that it will not discriminate against any business owner because of the owner's race, color, national origin or sex in connection with the award or performance of any concession agreement covered by such regulations.

(c) Delta agrees to include the provisions set forth in Section 32.01(b) in any concession agreements that it enters into related to or connected with Delta's use of Terminal 4 and to cause those concessionaires similarly to include such provisions in any subcontracts such concessionaires may enter into related to or connected with Terminal 4. The foregoing shall not be construed as approval by IAT or the Port Authority of any such concession agreements or subcontracts thereunder as required by this Agreement. Nothing herein is intended to grant Delta the right to enter into concession agreements for Concession Space with respect to Terminal 4.

(d) Except as provided in Section 32.01(c), the provisions of this Article 32 are made solely for the benefit of the Port Authority, as a third party beneficiary of this Agreement, and shall not give rise to any remedy in favor of any IAT Party, except to the extent exercise thereof is required by the Port Authority.

ARTICLE 33.
DISCRIMINATION AGAINST INDIVIDUALS

Section 33.01. *Port/IAT Lease; Federal Law.* (a) Delta covenants with respect to its use of Terminal 4, as a covenant running with the land and as and to the extent a part of the consideration for this Agreement, for itself, its Sublessees, its successors in interest and its permitted assigns, that: (i) no individual on the grounds of race, color, creed, national origin, sex, age, disability or marital status shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use by Delta of the Delta Premises and the exercise by Delta of any privilege under this Agreement; (ii) no individual on the grounds of race, color, sex, creed or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination by Delta in the construction of any improvements on, over or under the Delta Premises and the exercise of any privilege by Delta under this Agreement and the furnishing of services of any kind by Delta at the Delta Premises; and (iii) the Delta Premises and any privilege under this Agreement shall be used by Delta in compliance with all other requirements imposed by or pursuant to 49 C.F.R. Pt. 21 and any other present or future Laws of the United States of America with respect thereto which from time to time may be applicable to Delta's operations at Terminal 4 whether by reason of agreement between the Port Authority and the United States Government or otherwise. Delta shall include the provisions of Section 33.01(a) in every agreement or concession it may make pursuant to which any person or persons, other than Delta, operates any facility on the Delta Premises 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.

(b) Delta agrees that it will with respect to its use of Terminal 4 undertake an affirmative action program as and to the extent required by the Port/IAT Lease or 14 C.F.R. Pt. 152, Subpart E (or any successor statute) to ensure that: (i) no person on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activity covered by 14 C.F.R. Pt. 152, Subpart E (or any successor statute); and (ii) no person shall be excluded on said prohibited factors from participating in or receiving the services or benefits of any program or activity covered by 14 C.F.R. Pt. 152, Subpart E (or any successor statute). Delta further agrees that it will with respect to its use of Terminal 4 require that its covered suborganizations (within the meaning of such term under 14 C.F.R. Pt. 152, Subpart E) (or any successor statute) provide assurances to Delta that they similarly will undertake affirmative action programs and that they, in turn, will require assurances from their suborganizations, as and to the extent required by 14 C.F.R. Pt. 152, Subpart E (or any successor statute), to the same effect.

(c) Any of the Port Authority, IAT and Delta shall have the right to take such action as the United States Government may direct to enforce the provisions of this Section 33.01.

Section 33.02. *State Law.* Notwithstanding anything set forth in this Agreement, neither Delta nor Delta's employees, officers, directors and agents shall discriminate in the conduct of Delta's operations at Terminal 4 against any individual in violation of Sections 290-301 of the New York State Executive Law (or any successor statute) and any other present or future New York State law or regulation, or any present or future New York City ordinance or regulation,

prohibiting discrimination on the basis of race, color, creed, national origin, sex, age, disability, marital status or any other prohibited basis protected under New York State or New York City law.

Section 33.03. *Ongoing Affirmative Action/equal Opportunity Commitment.*

(a) In addition to and without limiting any other term or provision of this Agreement, in the conduct of its operations at Terminal 4, Delta shall not, and shall ensure that its Sublessees do not, discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status and shall undertake or continue existing programs of affirmative action to ensure that minority group persons and women are afforded equal employment opportunity without discrimination. Such programs shall include, but not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selections for training or retraining, including apprenticeship and on-the-job training.

(b) In addition to and without limiting the foregoing, and without limiting the other provisions of this Article 33, it is hereby agreed that Delta in connection with its continuing operation, maintenance and repair of the Delta Premises, or any portion thereof, and in connection with every award or agreement for concessions or consumer services at Terminal 4, shall throughout the term of this Agreement commit itself to and use good faith efforts to implement an extensive program of affirmative action, to ensure maximum opportunities for employment and contracting by minorities and women. In meeting said commitment, Delta agrees to submit such affirmative action programs to the Port Authority. Delta shall incorporate in such program such revisions and changes which the Port Authority initially or from time to time may reasonably require. Delta throughout the Term of this Agreement shall document its efforts in implementing such program, shall keep the Port Authority fully advised of Delta's progress in implementing such and shall supply to the Port Authority such information, data and documentation with respect thereto as the Port Authority may from time to time and at any time request, including, but not limited to, annual reports.

(c) Delta's non-compliance with the provisions of this Section shall entitle the Port Authority to pursue its remedies at law, as third party beneficiary of this Agreement, to enforce compliance by Delta.

(d) In the implementation of this Section, the Port Authority may consider compliance by Delta with the provisions of any federal, state or local law concerning affirmative action or equal employment opportunity which are at least equal to the requirements of this Article, as effectuating the provisions of this Article. If the Port Authority determines that by virtue of such compliance with the provisions of any such federal, state or local law the provisions hereof duplicate such law, the Port Authority may waive the applicability of the provisions of this Article to the extent that such duplication exists.

Section 33.04. *General.* (a) Under no circumstances shall Delta be required to take any action, or omit to take any action, under this Article to the extent such action or omission would be in conflict with, or in violation of, any applicable Law.

(b) Nothing herein provided under this Article 33 is 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.

(c) Nothing in this Article 33 shall grant or be deemed to grant Delta the right to make any agreement or award for concessions or consumer services at Terminal 4; however, this Section 33.04(c) is not intended to negate or supersede any such rights granted elsewhere in this Agreement.

Section 33.05. *Benefit Of The Port Authority.* Except as otherwise provided herein, the agreements made by Delta in this Article 33 shall be solely for the benefit of the Port Authority, as a third party beneficiary, of this Agreement, and shall not give rise to any remedy in favor of any IAT Party, except to the extent exercise thereof by such IAT Party is required by the Port Authority.

ARTICLE 34.
ENVIRONMENTAL OBLIGATIONS

Section 34.01. *Liability for Environmental Damages.* (a) Delta shall be responsible for any Assumed Environmental Damages and Delta's Share of ATA Permitted Remediation Costs. Delta shall defend, indemnify, hold harmless and release the IAT Parties against Assumed Environmental Damages arising out of (i) a claim, demand, judgment, injury, suit, cause of action, proceeding or obligation by a Person, or (ii) any claim, demand, judgment, suit, cause of action, award, fine, cost or expense in connection with an Environmental Requirement applicable to the IAT Parties. Delta shall, at its election, either (i) at its sole expense defend any claims, demands, suits, causes of action and proceedings relating to or arising out of Assumed Environmental Damages, or (ii) reimburse the IAT Parties for all costs of defending against any claims, demands, suits, causes of action and proceedings relating to or arising out of Assumed Environmental Damages (including attorney's fees and costs, expenses or disbursements incurred in defending against the foregoing), and shall not raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, its commissioners, officers, agents and employees, 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, without first obtaining the consent of the general counsel of the Port Authority; provided, that, the election by Delta in respect of either (i) or (ii) above shall not relieve Delta of its obligation in respect of indemnification for Assumed Environmental Damages. If an Assumed Environmental Damage for which the IAT Parties seek indemnification requires Remediation, Delta shall have the option to perform the Remediation. This subsection (a) is only for the benefit of the IAT Parties and may not be relied upon by any third-parties. The procedures set forth in Sections 24.03 and 24.04 shall be applicable to the defense and indemnification obligations under this Section 34.01.

(b) IAT shall be responsible for any Excluded Environmental Damages. IAT shall defend, indemnify, hold harmless and release the Delta Parties against any Excluded Environmental Damages arising out of (i) a claim, demand, judgment, injury, suit, cause of action, proceeding or obligation by a Person, or (ii) any claim, demand, judgment, suit, cause of action, award, fine, cost or expense in connection with an Environmental Requirement applicable to the Delta Parties. IAT shall, at its election, either (i) at its sole expense defend any claims, demands, suits, causes of action and proceedings relating to or arising out of Excluded Environmental Damages, or (ii) reimburse the Delta Parties for all costs of defending against any claims, demands, suits, causes of action and proceedings relating to or arising out of Excluded Environmental Damages (including attorney's fees and costs, expenses or disbursements incurred in defending against the foregoing), and shall not raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, its commissioners, officers, agents and employees, the immunity of the Port Authority, its commissioner's, officer's agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority, without first obtaining the consent of the general counsel of the Port Authority. If an Excluded Environmental Damage for which the Delta Parties seek indemnification requires Remediation, the IAT Parties shall have the option to perform the Remediation. This subsection (b) is only for the benefit of the Delta Parties and may not be relied upon by any third parties. The

procedures set forth in Sections 24.03 and 24.04 shall be applicable to the defense and indemnification obligations under this Section 34.01.

(c) Delta may, but shall not be under an obligation to, on or before Phase I DBO, cause an environmental investigation of the Delta Premises to be performed, as a Project Cost, by an environmental consulting firm, for the express purpose of identifying, and measuring the presence of, and/or concentration of, any Hazardous Substances. Delta shall: (i) notify IAT at least 30 days prior to the commencement of any such on-site environmental investigation, (ii) provide IAT fourteen (14) days to comment on a draft work plan for the investigation, which comments Delta will consider in good faith, (iii) allow IAT to be present during the performance of the investigation at the Delta Premises, and (iv) allow IAT to collect split samples. Delta shall provide IAT with a draft of the report presenting the results of the environmental investigation, allow IAT two weeks to provide reasonable comments on the draft, and consider IAT's comments in good faith. Delta shall provide IAT, at Delta's cost and expense, with a complete copy of the final report presenting the results of the environmental investigation, including all test results obtained during the performance of the environmental investigation.

Section 34.02. *Compliance.* (a) Delta and Delta's officers, directors and employees shall comply with, and shall use commercially reasonable efforts to cause Delta's agents, contractors, invitees, Affiliates and Sublessees to comply with, all Environmental Requirements relating to (i) their respective operations and activities in and on the Delta Premises, (ii) Assumed Environmental Damages, and (iii) Releases prohibited under Section 34.03.

(b) IAT and IAT's officers, directors and employees shall comply in all material respects with, and shall use commercially reasonable efforts to cause its agents, contractors, invitees, Affiliates and Sublessees to comply in all material respects with, all Environmental Requirements relating to (i) their respective operations and activities in and on Terminal 4, (ii) Excluded Environmental Damages, (iii) Releases prohibited under Section 34.03, and (iv) work performed that constitutes ATA Permitted Remediation Costs.

Section 34.03. *Prohibited Releases.* (a) Delta shall not, and shall not permit Delta Representatives to, Release any Hazardous Substance in, on, or under Terminal 4, and if such Release occurs, shall be fully responsible for same in accordance with Section 34.01 above.

(b) IAT shall not, and shall not permit IAT's Affiliates, IAT's Sublessees, and their respective officers, directors, employees, agents and contractors to, Release any Hazardous Substance in, on, or under Terminal 4, and if such Release occurs, shall be fully responsible for same in accordance with Section 34.01 above.

(c) Delta shall notify IAT, the general manager of the Airport and the applicable Governmental Authority of, and promptly Remediate, or cause the Remediation of, at Delta's sole cost and expense and in accordance with the provisions of Section 34.05, any Release prohibited by subsection (a). IAT shall notify Delta, the general manager of the Airport and the applicable Governmental Authority of, and promptly Remediate, or cause the Remediation of, at the sole cost and expense of IAT and in accordance with the provisions of Section 34.05, any Release prohibited by subsection (b).

Section 34.04. *Post-Term Obligations.* (a) If after the end of the Term, IAT alleges that Delta has an obligation to indemnify it under Section 34.01, Delta shall have the right (but not the obligation), to cause an environmental investigation of the Delta Premises (or portions thereof) to be performed, at Delta's cost and expense, by a reputable, independent environmental consulting firm, for the purpose of verifying or disproving the basis for any such allegation. Delta shall notify IAT at least 30 days prior to the commencement of any such on-site environmental investigation, and IAT shall have the right to be present at and to observe any on-site investigation conducted by Delta's consultant, and to take split samples for purposes of conducting its own investigation. Delta shall promptly provide IAT, at Delta's cost and expense, with the full and complete final copy of the independent environmental consulting firm's report, including all test results and other data collected, measured, or otherwise relied upon by such consulting firm.

(b) The parties' rights and obligations with respect to any Assumed Environmental Damages and Excluded Environmental Damages, shall be subject to, and apportioned in accordance with, the provisions of Section 34.01 and Remediated in accordance with the provisions of Section 34.05.

(c) In the event IAT recovers from any Person, including a Delta Sublessee, any amount payable in respect of any Assumed Environmental Damages, Delta's share of such costs and expenses (if any), as determined in accordance with Section 34.01, shall be decreased proportionately.

(d) The following provisions shall survive termination of this Agreement: (i) Delta's obligation to release, indemnify or otherwise compensate IAT or the IAT Parties in respect of any Assumed Environmental Damages under Section 34.01, (ii) Delta's obligation to reimburse IAT for Delta's Share of ATA Permitted Remediation Costs pursuant to Section 7.05 related to costs of Remediation that, but for the expiration of the Term, would otherwise constitute ATA Permitted Remediation Costs, provided such Remediation costs are not related solely to matters or conditions first occurring or originating following the expiration of the Term, and (iii) Delta's obligation to indemnify the Port Authority under Section 5.01(f).

(e) IAT's obligation to release, indemnify or otherwise compensate Delta or the Delta Parties in respect of any Excluded Environmental Damages under Section 34.01 shall survive termination of this Agreement.

Section 34.05. *Remedial Standards.* Whenever Delta or IAT shall be obligated under this Article 34 to Remediate or participate in the Remediation of any Release prohibited under Section 34.03 or to pay for Remediation, it is understood that the Remediation shall be performed (i) to achieve a concentration of Hazardous Substances applicable to non-residential property under then applicable Environmental Requirements or, if more stringent, the requirements set forth in the Port/IAT Lease, (ii) cost effectively, including through the use of monitoring, natural attenuation or risk assessments allowed by then applicable Environmental Requirements, and (iii) with the use of engineering controls, engineered barriers or institutional controls (such as deed restrictions) to the extent such controls or barriers are authorized in writing by the Port Authority. Notwithstanding anything to the contrary stated in (i), (ii) and (iii), above, Remediation shall be performed and completed as necessary in the judgment of the

Port Authority to obtain timely compliance with the Basic Lease and accordingly, such Basic Lease related compliance shall control and govern, provided that such standard is at least as stringent as the Port/IAT Lease.

Section 34.06. *Agents and Contractors.* (a) For purposes of determining whether Environmental Damages or a Release prohibited under Section 34.03 or any other event giving rise to indemnification under the provisions of this Article 34 results from the act or omission of an agent or contractor of Delta or Delta's Affiliates, no Approved Contractor or other Person selected or approved by the Management Committee shall be deemed to be a contractor or agent of Delta or Delta's Affiliates merely by reason of Delta's representation on the Management Committee.

(b) For purposes of determining whether Environmental Damages or a Release prohibited under Section 34.03 or any other event giving rise to indemnification under the provisions of this Article 34 results from the act or omission of an agent or contractor of IAT or IAT's Affiliates, no Approved Contractor or other Person selected or approved by the Management Committee shall be deemed to be a contractor or agent of IAT or IAT's Affiliates merely by reason of IAT's representation on the Management Committee.

Section 34.07. *Environmental Information.* Each party (in this Section, the "responding party") shall make available to the other (in this Section, the "requesting party"), upon receiving reasonable notice from the requesting party, any information reasonably within the responding party's control such as results of investigations, investigations of releases, reports about regulatory action or reports regarding an audit of conditions of the premises, including results, investigations and reports prepared by or for the responding party to Governmental Authorities, in each case pursuant to applicable Environmental Requirements. All reasonable requests for such information shall be fulfilled within a reasonable period of time at the requesting party's cost and expense.

Section 34.08. *Access.* (a) Without limiting anything contained in this Agreement, IAT and its respective officers, employees, agents, representatives, designees, and independent contractors, shall have the right, but not the obligation, to enter upon any portion of the Delta Space, (i) upon at least five days' prior notice to Delta's station manager and Director of Environmental Services, to conduct tests and related activities, install wells, dig, pump, remove soil or water or other materials, perform inspections, and generally conduct such other activities as may be necessary to carry out any Remediation for which IAT may be responsible, and (ii) upon at least five days' prior notice to Delta's station manager and Director of Environmental Services together with a statement of the reason and available evidence, to investigate any reasonably held belief that Delta is or has been in violation of this Article 34. Any activity conducted by IAT pursuant to this Section 34.08 shall be conducted at IAT's sole cost and expense and IAT shall not, in conducting such activity, or in permitting such activity to be conducted, interfere or permit interference with Delta's operations. IAT shall indemnify the Delta Parties for any Damages incurred by them arising out of acts or omissions of IAT, the IAT Parties, or their officers, employees, agents, representatives, designees, and independent contractors, in the exercise of any right conferred by this Section 34.08.

(b) Delta and its officers, employees, agents, representatives, designees, and independent contractors, including the environmental consulting firm designated by Delta in accordance with Section 34.04(a), shall have the right, during the Term and, upon notice to IAT, after the end of the Term, to enter upon any portion of Terminal 4 to Remediate any Release prohibited under Section 34.03 or to conduct such tests and related activities, including taking soil or groundwater samples from existing or new borings or wells, as may be reasonably required to exercise Delta's rights under Section 34.04(a) or carry out a Remediation, and IAT shall obtain all necessary consents from the Port Authority (and/or the subsequent owner or lessees of Terminal 4 superior in title to Delta) to allow Delta to exercise its rights under this Section 34.08 after the end of the Term. Delta shall indemnify the IAT Parties for any Damages incurred by them as a result of the negligence of Delta or Delta's officers, employees, agents, representatives, designees, and independent contractors in the exercise of any right conferred by this Section 34.08.

Section 34.09. *Third Parties.* Nothing in this Article 34 shall limit the rights and remedies that IAT or Delta may have against third parties at law, in equity or otherwise.

Section 34.10. *Survival.* Except as otherwise provided in this Article 34, the terms and provisions of this Article 34 shall survive the expiration or termination or this Agreement.

ARTICLE 35.
PHASE II/III OPTIONS

Section 35.01. *Phase II/III Option.* Delta shall have the option (the "**Phase II/III Option**"), to be exercised as provided below, to lease from IAT (at any time and from time to time) that portion of the Terminal 4 Site adjacent to Concourse B as shown on Exhibit B, page 2 for purposes of completing Phase II (the "**Phase II Space**"), and/or those portions of Terminal 4 and the Terminal 4 Site adjacent to Concourse A and the Headhouse as shown on Exhibit B, page 3 for purposes of completing Phase III (the "**Phase III Space**", collectively with the Phase II Space, the "**Option Spaces**", and each, individually, an "**Option Space**"). Delta may exercise the Phase II/III Option as to the Phase II Space or the Phase III Space, and if Delta exercises said option as to only one (1) Option Space, it may exercise said option later as to the other Option Space. In order to exercise the Phase II/III Option, Delta shall give written notice of its desire to exercise the Phase II/III Option to IAT, specifying whether Delta wishes to exercise the Phase II/III Option as to one or both Option Spaces. Such notice shall be given at least 120 days prior to the date specified in its notice on which Delta desires to occupy the applicable Option Space, *provided that*, if the design and construction activities for the applicable Option Space have not commenced, in each case, prior to December 31, 2020, Delta shall not have the option to proceed with the Phase II and/or Phase III, as applicable.

If Delta exercises the Phase II/III Option with respect to either or both of the Option Spaces, IAT shall be deemed to have leased to Delta, effective as of the "**Option Effective Date**" specified for such Option Space, the applicable Option Space together with all rights and benefits appurtenant thereto, on terms generally consistent with the terms applicable to Phase I and the Delta Premises as contemplated to exist during Phase I. If Delta exercises the Phase II/III Option, IAT shall deliver the applicable Option Space in its "as is" condition at the time, subject to reasonable wear and tear but in compliance with IAT's maintenance obligations under the Port/IAT Lease with respect thereto.

Delta's exercise of any component of the Phase II/III Option shall be subject to the following:

(a) no Event of Default shall have occurred and is then continuing under Article 26;

(b) any Contract Carriers that would be displaced from the applicable Option Space shall be relocated to terminal space at the Airport as contemplated by a Phasing Strategy implemented by IAT in consultation with Delta and taking into account any requirements under the Port/IAT Lease, including any requirements that Terminal 4 remain the "terminal of last resort" for 24/7 international arrivals at the Airport;

(c) assurance to IAT that the quality and efficacy of the operations and construction of Terminal 4 shall be maintained with any decision to proceed with, complete and operate under Phases II and/or Phase III;

(d) the risk profile to IAT will not be materially adversely affected by Phase II and/or Phase III as reasonably determined by IAT and Delta;

(e) Delta and IAT will cooperate in good faith with each other to achieve Phase II and/or Phase III (to the extent Delta elects to pursue such Option Space) and shall work jointly and diligently to pursue completion of the same on terms generally consistent with the completion of Phase I, including terms relating to the financing of Phase II and Phase III, designs, plans and specifications, construction schedules and other construction documents and completion of construction of Phase II and/or Phase III, as applicable, on the terms and conditions applicable to the Phase I IAT Project to meet IAT's and Delta's requirements and specifications, including requirements as to timing of completion of the construction and opening of Phase II and/or Phase III, as applicable, as established by Delta and agreed to by Delta;

(f) Delta and IAT shall cooperate in good faith with each other in amending this Agreement as may reasonably be necessary to reflect the final terms of this Agreement with respect to the applicable Option Space and as required by the Port Authority, the Port/IAT Lease, the Terminal 4 Project Bond Documents and any other applicable financing requirements. The approval of any amendments required pursuant to this subsection (e) shall not be unreasonably withheld, delayed or conditioned by IAT or Delta;

(g) Delta shall have obtained the necessary Port Authority approval and required approvals under the Terminal 4 Project Bond Documents;

(h) In addition to Post-DBO Rent, Delta shall pay rent in respect of the applicable Option Space for each Annual Period calculated in a manner consistent with the calculation of Post-DBO Rent, which shall be deemed to be included as "**Delta Rent**" for all intents and purposes hereunder following completion of the construction and opening of the Option Space and the final terms of the Rent applicable to the subject Option Space shall be reflected (consistent with the terms provided in this subsection (g)) in an amendment of the type referred to in subsection (e) above;

(i) Delta shall have the right to determine the means and terms by which Phase II and/or Phase III shall be financed or refinanced (including the selection of any lenders, underwriters or other parties it deems appropriate), subject to consent of the Port Authority and the consent of IAT. Delta will keep IAT regularly informed of Delta's determination of the means and terms of such financing or refinancing of Phase II and/or Phase III;

(j) Any Port Authority financing with respect to Phase II and/or Phase III shall be non-recourse to, and shall not require credit support from, JFK IAT Member as the sole member of IAT (or any affiliates of the members of JFK IAT Member other than IAT), Delta or the Port Authority. Nothing herein shall require any Bonds or any future financing to become a Delta obligation. In addition, there shall be no equity funding obligations for JFK IAT Member, or any upstream entities thereto; and

(k) Any financing for Phase II and/or Phase III must not violate the Port/IAT Lease or create a default with respect to the then outstanding Terminal 4 Project Bonds (including coverage covenants) or under any Terminal 4 Project Bond Documents, *provided*, that IAT shall use reasonable efforts to cooperate with Delta in obtaining any and all amendments,

consents, waivers and variances necessary or desirable to obtain the desired financing and prevent any such violation or default.

ARTICLE 36.
MISCELLANEOUS

Section 36.01. *Force Majeure.* Notwithstanding any other provision of this Agreement, each of Delta and IAT shall not be deemed to be in violation of this Agreement nor to have breached this Agreement, nor shall it be deemed to be an Event of Default nor an IAT Event of Default, as the case may be, to the extent that such party is prevented from performing specific obligations under this Agreement by reason of any strikes, lock-outs, boycotts, other labor disputes, embargoes, shortages of materials or supplies, fire, casualty, acts of God including severe weather conditions, earthquakes, flood, acts of war, acts of an enemy of the United States, riots, rebellion, sabotage or any other unusual circumstance for which such party is not responsible and which is not within such party's control (collectively, "**Force Majeure Events**"), in all cases only to the extent that a Force Majeure Event directly affects such specific obligations under this Agreement, *provided that*, the foregoing shall not limit Delta's obligations in respect of cost overruns pursuant to Section 6.02 or relieve Delta from paying the Rent hereunder through the date of termination of this Agreement as a result of such Force Majeure Event.

Section 36.02. *Waste.* Subject to any other rights or obligations arising from this Agreement or the Port/IAT Lease, Delta shall not and IAT shall not cause, allow, suffer or permit any common law waste or injury to Terminal 4, or permit any use of Terminal 4 that is a common law nuisance or unlawfully inhibits the enjoyment or benefit of the other party's interest in Terminal 4.

Section 36.03. *Attornment.* In the event that (x) IAT assigns or transfers its rights and obligations under this Agreement (other than collateral assignments for security purposes in connection with the Terminal 4 Project Bond Documents, unless and until such collateral assignments are exercised by the holder thereof), (y) the Trustee[s], or the Port Authority or any designee of the Trustee[s], or the Port Authority enter[s] into a lease replacing the Port/IAT Lease, or (z) (i) the Trustee[s], or any designee of the Trustee[s] or (ii) the Port Authority succeeds to the interest of IAT under the Port/IAT Lease and this Agreement, Delta shall attorn to such assignee, transferee or designee, the Trustee[s], or the Port Authority (in this Section "such transferee") and shall continue to be obligated by, and to perform all of its obligations pursuant to, this Agreement in the manner required by this Agreement as if such transferee were IAT, *provided that*, such transferee agrees to recognize (and recognizes) all of Delta's rights pursuant to this Agreement and agrees to be obligated by, and to perform (and performs) all of IAT's obligations pursuant to this Agreement in the manner required by this Agreement as if such transferee were IAT. This Section shall be self-operative without any further writing being necessary. Promptly after a request by such transferee, as a condition to the continued effectiveness of the provisions of this Section benefiting Delta, Delta shall execute and deliver an agreement with such transferee confirming the provisions of this Section in form and substance reasonably satisfactory to such transferee and Delta. Promptly after a request by Delta, as a condition to the continued effectiveness of the provisions of this Section benefiting such transferee, such transferee shall execute and deliver an agreement with Delta confirming the provisions of this Section in form and substance reasonably satisfactory to Delta and such transferee. Nothing in this Section 36.03 shall be construed to permit, or waive any restriction with respect to, any assignment or transfer prohibited or restricted under this Agreement.

Section 36.04. *Quiet Enjoyment.* So long as no Event of Default shall have occurred and be continuing, IAT covenants that Delta shall peaceably have and hold during the Term the Delta Premises and the easements, rights and benefits under and pursuant to this Agreement free from the claims of any Person claiming by, through or under IAT.

Section 36.05. *Notices.* All notices, requests, demands, consents, approvals and other communications required or permitted under this Agreement shall be in writing and shall be given by mail, overnight courier, facsimile, transmission or personal delivery to the addressee at its addresses set forth below or, if the addressee has changed its addresses by notice as provided herein, at its addresses set forth in the most-recent change-of-address notice:

(i) If to IAT:

JFK International Air Terminal LLC
John F. Kennedy International Airport (Terminal 4)
Room 161-022
Jamaica, New York 11430
Attention: President
Fax: 718-751-3729

with copy to:

Debevoise & Plimpton LLP
919 Third Avenue
New York, New York 10022
Attention: Darius Tencza
Fax: 212-909-6836

(ii) If to Delta:

Delta Air Lines, Inc.
Corporate Real Estate, Dept. 877
1030 Delta Boulevard
Atlanta, Georgia 30354
Attention: Vice President-Properties & Facilities
Fax: 404-715-2548

Any notice, request, demand, consent, approval or other communication hereunder shall be deemed to have been duly given upon the earliest to occur of (x) when it is deposited in the United States Postal Service and sent by registered or certified mail, return receipt requested, postage pre-paid, and addressed to the addressee at its address set forth above or, if the addressee has changed its addresses by notice as provided herein at its addresses set forth in the most recent change-of-address notice, (y) when it is received by the addressee, and (z) when delivery is refused by the addressee. Notwithstanding anything herein to the contrary, any time period hereunder that is to be calculated from the time that a notice, request, demand, consent, approval or other communication is given shall be calculated from the time that such notice, request, demand, consent, approval or other communication is actually received or delivery is refused by the addressee. Either party hereto may change the addresses to which notices, requests,

demands, consents, approvals and other communications hereunder are to be delivered by giving the other party notice in the manner required in this Section.

Section 36.06. *Entire Agreement.* This Agreement and the other Transaction Documents constitute the entire agreement of the parties hereto with respect to the subject matter hereof. No parole or extrinsic evidence shall be used to modify, supplement or amend the express terms of this Agreement. No representations, inducements, arrangements or agreements, oral or otherwise, between the parties with respect to the subject matter of this Agreement exist that are not otherwise contained or set forth in writing in this Agreement or the other Transaction Documents, and no such representations, inducements, arrangements or agreements shall have any force or effect unless set forth herein or therein. Notwithstanding the foregoing, the agreements and other documents listed on Schedule 36-1 shall survive the execution and delivery hereof and continue in force and effect according to their respective provisions.

Section 36.07. *Port/Delta Lease.* Nothing in this Agreement shall apply to, modify, or be deemed to modify, or relate in any way to, the activities or services performed by Delta on or with respect to premises covered by the Port/Delta Lease or any other agreement between the Port Authority and Delta.

Section 36.08. *2026 Condition Survey.* IAT and Delta hereby agree that the following provisions shall apply in connection with the Condition Survey, if any, conducted by the Port Authority pursuant to Section 40(h) of the Port/IAT Lease in the 2026 calendar year (the "**2026 Condition Survey**"):

(a) Within five (5) days of IAT's receipt from the Port Authority of the name of the proposed Condition Survey Contactor and the form of the proposed Condition Survey Contract, IAT shall deliver same to Delta. Delta shall either approve, or provide reasonable details of its objections to, the proposed Condition Survey Contractor or the proposed Condition Survey Contract within ten (10) days after receipt from IAT. IAT shall not approve the proposed Condition Survey Contractor or the form of the proposed Condition Survey Contract without first addressing with the Port the objections, if any, raised by Delta (or if Delta fails to respond during the applicable time period, IAT may approve or reject such Condition Survey Contractor and/or Condition Survey Contract in accordance with the Port/IAT Lease); provided that, Delta and IAT acknowledge that the Port is under no obligation to accept IAT's objection to the Condition Survey Contract or the Condition Survey Contractor.

(b) Within thirty (30) days after the Report Date, Delta and IAT shall consult with one another with respect to the 2026 Condition Survey Report and shall ascertain which of the items set forth in the 2026 Condition Survey, if any, are required to be performed as a 2026 Capital Repair. The parties expressly acknowledge that the Port Authority may require IAT to complete maintenance, repairs and other work pursuant to the 2026 Condition Survey that do not fall within the definition of 2026 Capital Repairs. Delta and IAT shall work cooperatively to review the 2026 Condition Survey and Delta shall have consultation rights in respect thereof (and IAT shall not consent to the inclusion of any recommended repairs being included as 2026 Capital Repairs without prior consultation with Delta), to mutually and reasonably agree as to the scope, design, and other matters to be considered as Approved 2026 Capital Repairs,

subject in each case to the terms of the Port/IAT Lease (any such work approved by Delta and IAT, the "**Approved 2026 Capital Repairs**"), provided that, Delta and IAT acknowledge that the Port is under no obligation to accept IAT's objection with respect to any items to be included therein. IAT shall perform the Approved 2026 Capital Repairs, it being understood that nothing contained herein shall alter or affect the maintenance and repair standards set forth elsewhere in this Agreement, or in the Port/IAT Lease, or prevent Delta or IAT from disputing the need for the performance of the 2026 Capital Repairs. The contracts and contractors proposed to complete the Approved 2026 Capital Repairs shall be subject to the approval of Delta in all respects. The Costs of the Approved 2026 Capital Repairs shall be financed by IAT on terms and conditions reasonably acceptable to both Delta and IAT; provided, however, in no case shall the amortization term be less than ten (10) years (the "**Approved 2026 Capital Repairs Financing**").

(c) Delta shall pay as part of its Post-DBO Rent for Annual Periods during the Term when IAT pays debt service on the Approved 2026 Capital Repairs Financing a share of the debt service for the Approved 2026 Capital Repairs Financing, which shall be determined by allocating fifty percent (50%) of such debt service payments for the applicable Annual Period in accordance with the methodologies for allocation of ATA Direct O&M Expenses described in Schedule 7.3(a), including without limitation, the allocation between the Airfield Cost Center and the Terminal Cost Center based on actual expenditures and the allocation to Terminal Sub-Cost Centers based on the Usable Area within the Terminal Sub-Cost Centers, provided that the benefit of the associated Approved 2026 Capital Repair accrues to the appropriate Terminal Sub-Cost Center (the "**Additional Re-lifing Rental**").

(d) Following each semi-annual reconciliation performed by IAT in accordance with Section 7.04 of this Agreement with respect to any Semi-Annual Period in which Delta has made a payment in respect of Additional Re-lifing Rental, Delta will be due a rental credit (the "**Re-lifing Credit**") to be applied in the immediately succeeding Semi-Annual Period in the amount equal to fifty percent (50%) of the Additional Re-lifing Rental paid in the Semi-Annual Period then being reconciled in accordance with Section 7.04, but not to exceed an amount equal to seventy-five percent (75%) of the portion of the Capital Charge included in Delta's Post-DBO Rent for such Semi-Annual Period; provided, however, that such Re-lifing Credit shall not exceed (i) with respect to the first Semi-Annual Period in an Annual Period, the amount that IAT reasonably expects will be available as Port Authority Residual Rental (as defined in the Port/IAT Lease) at the end of such Annual Period, and (ii) with respect to the second Semi-Annual Period in such Annual Period, the amount that, when added to the Re-lifing Credit applied in such second Semi-Annual Period (i.e., the Re-lifing Credit calculated based upon the reconciliation of the Post-DBO Rent in the immediately preceding first Semi-Annual Period), does not exceed the amount that IAT reasonably expects will be available as Port Authority Residual Rental at the end of such Annual Period, as all such amounts (e.g., including Port Authority Residual Rental) may be reconciled in accordance with Section 7.04 of this Agreement and the Port/IAT Lease, as applicable.

(e) As used in this Section 36.08, the following terms shall have the following meanings:

(i) "**2026 Capital Repairs**" means deferred Capital Repair items identified in the 2026 Condition Survey, but specifically excluding recommendations for remediation of environmental conditions or for installation of (as opposed to replacement of) up-graded technology, systems or other improvements not located at and serving Terminal 4 as of the Effective Date; and

(ii) "**Costs of the 2026 Capital Repairs**" means and include (i) the costs of performing any Approved 2026 Capital Repairs actually performed in connection with the recommendations set forth in the 2026 Condition Survey; (ii) financing costs associated with the Approved 2026 Capital Repairs Financing; and (iii) IAT's 50% share of the Costs of the Condition Survey for the 2026 Condition Survey.

Section 36.09. *Recording Of Memorandum.* Each party hereto, upon the written request of the other party, shall execute and deliver a memorandum of this Agreement or of any amendment, supplement, extension or other modification hereof in proper form for recording, setting forth such provisions (other than rental terms) as shall be required by applicable Law or reasonably requested by either party to give notice of the existence of this Agreement, such amendment, supplement, extension or other modification and the provisions hereof or thereof. Either party hereto may cause such memorandum of this Agreement or any amendment, supplement, extension or other modification to be recorded, and whichever party causes such recordation shall pay the cost of such recording. Each party hereto, upon the written request of the other party shall execute and deliver such documents as are reasonably requested by the other party, and in form and substance reasonably satisfactory to both parties, to permit such recordation.

Section 36.10. *Severability.* If any provision of this Agreement is determined to be unenforceable by a court of competent jurisdiction or by an arbitration pursuant to this Agreement, such provision shall be deleted or may be altered by such court or arbitration, and this Agreement shall be enforced subject to such deletion or alteration.

Section 36.11. *Binding Effect.* This Agreement shall be binding upon shall inure to the benefit of each party hereto and its successors and assigns, and all references herein to IAT and Delta shall include their respective successors and assigns, *provided that*, nothing in this Section shall be construed to permit, or waive any restriction with respect to, any assignment or transfer prohibited or restricted under this Agreement.

Section 36.12. *No Third Party Beneficiaries.* This Agreement is for the benefit of only IAT and Delta and their respective successors and assigns, and there are no third party beneficiaries of this Agreement, except as expressly provided herein. To the extent expressly benefited hereunder as a third party beneficiary, the Port Authority and the Trustee[s] may enforce this Agreement directly against either IAT or Delta.

Section 36.13. *Amendment.* This Agreement may be amended, changed or modified only by a writing signed by IAT and Delta and, to the extent required by the Port/IAT Lease, subject to the approval of the Port Authority and to the extent required by the Bond Documents, subject to the approval of the Trustee[s] and Bond Insurer.

Section 36.14. *Waiver Of Breach.* Any delay in enforcing its rights or remedies hereunder shall not be a waiver by either party hereto of its rights and remedies hereunder. All waivers of any right or remedy hereunder by either party hereto must be made in writing, and no such waiver shall waive any rights or remedies except as expressly set forth therein.

Section 36.15. *Relationship.* This Agreement does not create any relationship between the parties hereto other than a contractual relationship by and between two independent parties as landlord and tenant. This Agreement shall not create a partnership, joint venture, employer-employee, master-servant, or any other fiduciary relationship, and no such relationship shall be inferred or construed hereunder.

Section 36.16. *No Brokers.* Each party hereto represents and warrants to the other and agrees that no brokers of any kind or nature were utilized by such party in any manner in the introduction of the parties, the negotiation of this Agreement or the execution thereof, and that no broker whatsoever is entitled to any commission or other compensation or remuneration of any kind as a result of such party's consummation of this Agreement.

Section 36.17. *Choice Of Law.* This Agreement shall be governed by and construed in accordance with the Law of the State of New York.

Section 36.18. *Choice Of Venue.* Any and all disputes or controversies arising out of, connected with or related to this Agreement that are not subject to arbitration in accordance with Article 28 shall be brought in New York State Supreme Court, New York County or, if jurisdictionally permitted, the United States District Court for the Southern District of New York.

Section 36.19. *Waiver Of Jury Trial.* EACH PARTY HERETO HEREBY WAIVES ANY RIGHT IT MAY OTHERWISE HAVE TO A TRIAL BY JURY OF ANY CLAIM, DISPUTE OR CONTROVERSY BROUGHT BEFORE A COURT THAT ARISES OUT OF, RELATES TO OR IS CONNECTED WITH THIS AGREEMENT, THE USE OR OPERATION OF ANY PART OF TERMINAL 4 OR ANY BREACH OF OR FAILURE TO PERFORM ANY PROMISE, TERM, COVENANT, AGREEMENT, CONDITION, REPRESENTATION, WARRANTY OR OTHER PROVISION HEREOF.

Section 36.20. *Specific Performance.* Each party to this Agreement acknowledges (and waives any defense based on a claim) that except where monetary damages elsewhere in this Agreement are specifically provided, monetary damages are not an adequate remedy to redress a breach by the other hereunder and that a breach by it hereunder would cause irreparable harm to any other party to this Agreement. Accordingly, each party to this Agreement agrees that upon a breach of this Agreement by any other party, the remedies of injunction, declaratory judgment and specific performance shall be available to such non-breaching party.

Section 36.21. *Counterparts.* This Agreement may be executed in any number counterparts, but not facsimile counterparts, each of which shall constitute an original agreement, and all of which together shall constitute one and the same agreement.

Section 36.22. *Delta Space Permit.* Except as provided in connection with calculation of the Delta Rent pursuant to Section 7.02, the Delta Space Permit is hereby terminated in all other

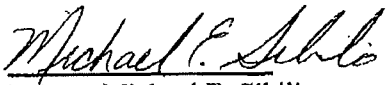
respects and this Agreement shall govern the relationship between Delta and IAT in respect of the Delta Premises previously governed by the Delta Space Permit.

Section 36.23. *IAT Confidential Information.* In this Agreement, whenever documents and information are to be provided by IAT to Delta in connection with the preparation or review of financial information, including in connection with the calculation of terminal fees, matters provided in Section 7.04, or in connection with the Budget, IAT shall not be required to provide confidential information related to the rates and charges paid by ATA Airline Sublessees under their particular Sublease, or IAT's employee compensation (other than head count and departmental cost basis used in preparing the Budget).

[remainder of page intentionally blank]

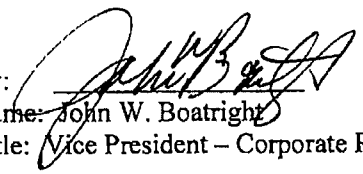
IN WITNESS WHEREOF the parties have executed and delivered this Agreement as of the date first written above.

JFK INTERNATIONAL AIR TERMINAL LLC

By: 
Name: Michael E. Sibilia
Title: Chief Financial Officer

[signatures continued on next page]

DELTA AIR LINES, INC.

By: 
Name: John W. Boatright
Title: Vice President – Corporate Real Estate

SCHEDULE 1-1

ATA Permitted O&M Expenses

[see attached]

SCHEDULE 1-1

Definition of ATA Permitted O&M Expenses

For purposes of this Agreement, ATA Permitted O&M Expenses shall include the Permitted O&M Expenses (as defined in the Port/IAT Lease (the definition of which is repeated below for convenience), as such definition may be amended from time-to-time, subject to the terms of this Agreement) subject to the following adjustments:

(1) Specifically excluding the following items from the definition of Permitted O&M Expenses:

(i) item (j) (Advertising and promotional expenses paid to third parties for the benefit of Project Operations) in respect of any amounts that are reimbursed to IAT from Contract Carriers as it relates to promotion and advertising;

(ii) item (m) (Costs and fees incurred in the development, implementation and operation of computer systems, including, without limitation, hardware, software and peripheral devices) in respect of any amounts for the CUTE System;

(iii) item (p) (Amounts refunded to sublessees and other third parties with respect to amounts overpaid by such Persons);

(iv) item (i) (Amounts payable to Schiphol USA Inc. in satisfaction of the terms of the Technical Cooperation and Construction Services Agreement, dated December 16, 1996 between Schiphol USA Inc. and the Lessee other than costs payable as Project Costs) or any similar amounts related to the 2010 Expansion Project (as defined in the Port/IAT Lease);

(v) any item of cost that is reimbursed to IAT by a Contract Carrier; and

(vi) amounts attributable to the Costs of the 2026 Capital Repairs.

For convenience, the definition of "Permitted O&M Expenses" from Exhibit 8.1 of the Port/IAT Lease is repeated below:

I. "**Permitted O&M Expenses**" shall mean, with reference to any Annual Period, the sum of the following items of cost:

(a) Wages, salaries, fringe benefits and other payroll costs or remuneration (including reimbursement of employee expenses) paid to or for employees employed for the benefit of Project Operations.

As used in this paragraph (a):

(i) "**Fringe benefits**" shall mean the items of cost which the Lessee is obligated to payor incur pursuant to applicable collective bargaining agreements or which the Lessee otherwise agrees to pay to employees as compensation for employment including, without limitation:

(1) paid time off, including, without limitation, for vacations, sick leave, holidays, birthdays, jury duty, medical checkup, lunch time and relief time;

(2) bonuses, including, without limitation, incentive compensation and profit sharing plans;

(3) costs related to training, relocation, severance or expatriation costs as provided for in paragraph (i) below, professional or trade organization memberships, subscriptions to trade publications, over-time meals or transportation, uniforms, business travel expenses, pension plans, welfare and training funds, and health, life, accident, or other such types of insurance; and

(4) any other payment made or cost incurred by agreement with such employees and personnel or pursuant to the Lessee's policy with respect to such employees and personnel.

(ii) "**Other payroll costs**" shall mean taxes and other payments payable pursuant to law upon the basis of wages paid to employees, including, without limitation, F.I.C.A., State Unemployment Insurance, Disability Insurance and Federal Unemployment Insurance.

(b) The cost of ordinary maintenance, repairs, improvements, alterations and changes related to the areas in the Central Terminal Area of the Airport set forth in the definition of Project Operations including, without limitation, payments to third party contractors for cleaning, rubbish removal, snow removal, facility maintenance, equipment maintenance, extermination and other cleaning and maintenance services furnished by contractors for the benefit of Project Operations other than any cost which is funded by subordinated debt or from the Major Maintenance and Renewal Fund or the Capital Improvements Reserve Fund.

(c) Payments for electricity, water, sewer rents and other fuel, utilities and services required for the benefit of Project Operations.

(d) The cost of provision, maintenance, repair and replacement of fixtures, furniture, furnishings, operating supplies, equipment and tools used for the benefit of Project Operations.

(e) (i) The cost of any insurance carried by the Lessee with respect to Project Operations or with respect to any accident or casualty occurring with respect thereto.

(ii) The cost of any such accident or casualty with respect to Project Operations paid for by the Lessee to the extent such accident or casualty is not reimbursed by insurance proceeds and such accident or casualty was not caused by the gross negligence or willful neglect of the Lessee.

(f) The costs of:

(i) telephone, telegraph, postage, messenger service and other communications services; and

(ii) trucking and other shipping services incurred for the benefit of Project Operations.

(g) Payments for rental of leased equipment and supplies.

(h) Professional fees paid to third parties, for the benefit of Project Operations and payments to third parties for legal, accounting, architectural, engineering, space planning and other professional services for the benefit of Project Operations.

(i) Amounts payable to Schiphol USA Inc. in satisfaction of the terms of the Technical Cooperation and Construction Services Agreement, dated December 16, 1996 between Schiphol USA Inc. and the Lessee other than costs payable as Project Costs.

(j) Advertising and promotional expenses paid to third parties for the benefit of Project Operations.

(k) Taxes actually paid by the Lessee including, without limitation, excise taxes, New York City sales and use tax and taxes on utilities or on the provision of utility services but excluding New York State Corporation Franchise tax, New York City General Corporation tax and New York City Unincorporated Business tax.

(l) Costs and fees incurred in connection with the obtaining and maintaining in effect of any consent, permit, license or approval from any Governmental Authority. Any fees, charges, penalties, judgments or other amounts assessed against the Lessee by any Governmental Authority except as provided in II(f) of this Exhibit.

(m) Costs and fees incurred in the development, implementation and operation of computer systems, including, without limitation, hardware. software and peripheral devices excluding those amounts to be paid to Schiphol USA Inc. pursuant to paragraph (I) (i) above.

(n) Costs of both the Port Authority and the Lessee of dispute resolution of disputes between the Port Authority and the Lessee, including reasonable attorney's fees (whether those of the Port Authority's Law Department or otherwise) of both parties. Costs incurred by the Lessee, including reasonable attorney's fees, for adjudication, arbitration, mediation or other dispute resolution mechanisms used to resolve disputes between the Lessee and third parties.

(o) Amounts payable to third parties for services provided for the benefit of Project Operations including, without limitation, financial services and any other services.

(p) Amounts refunded to sublessees and other third parties with respect to amounts overpaid by such Persons.

(q) (i) Amounts paid to the Trustee or any registrar, securities depository or paying agent (other than any such amount paid as a Project Cost) in accordance with the Lease, Trust Administration Agreement, Trust Indenture or other document relating to the financing of the Project (including, without limitation, (x) all costs and expenses incurred in connection with the preservation and enforcement of the Trustee's or the Bondholders' rights and remedies under the Security Documents (including, without limitation, reasonable fees and expenses of counsel and

(y) any amounts owed to the Trustee with respect to any indemnity provided by the Lessee, but not including any payments with respect to Debt Service) and (ii) amounts paid to securities rating agencies in connection with providing or maintaining the ratings on the Passenger Terminal Bonds (other than any such amount paid as a Project Cost).

(r) Amounts payable in respect of the Lessee's indemnification obligations to the Port Authority or third parties unless such obligation results from the gross negligence or willful act or omission of the Lessee.

(s) Any other amounts specified in this Agreement to constitute or be payable as "Permitted O&M Expenses".

(t) Any expenditure not itemized or referred to above which would be customarily and properly included as an operation and maintenance cost, and as would reasonably be incurred by a prudent operator in the conduct of or relating to the operation of a first-class international airline terminal.

Each of the items of cost enumerated in this Exhibit above shall be treated as a current expense. In no event shall any cost or expenditure be included in Permitted O&M Expenses more than once even though fitting under more than one category provided for in this Exhibit.

II. Notwithstanding the above provisions of this Exhibit, and without otherwise limiting the generality thereof, there shall be excluded from the Permitted O&M Expenses. or be deducted therefrom, as appropriate:

(a) Except as set forth in I(k) of this Exhibit, transfer, gains, franchises, inheritance, estate and income taxes imposed upon any Direct or Indirect Owner, Affiliate or any other Person than the Lessee.

(b) Legal, accounting, tax-related and other professional fees, charges and disbursements paid or incurred by the Lessee or any Direct or Indirect Owner or Affiliate in connection with the legal, accounting, tax-related (excluding taxes set forth in I(k) of this Exhibit) or other interests of any Direct or Indirect Owner or Affiliate of the Lessee, including any expenses in connection with the meeting or operation of the executive committee of the Lessee.

(c) Except as set forth in I(i) of this Exhibit, salaries, fringe benefits, bonuses, and other payroll costs or compensation paid to or for salaried employees or principals of any Direct or Indirect Owner or Affiliate of the Lessee, who is not also a full-time direct employee of the Lessee, including, without limitation, any expenses incurred by such employee or principal of a Direct or Indirect Owner or Affiliate of the Lessee; and any allocation of overhead. charges, fees or disbursements for goods or services provided by any Direct or Indirect Owner or Affiliate of the Lessee.

(d) Any other payment, disbursement, fee or emolument to a Direct or Indirect Owner or Affiliate of the Lessee other than those (i) expressly allowed in paragraph (I) (i) above or (ii) permitted under Section 21 of this Agreement. It is expressly understood that the payments referred to in this paragraph and the immediately preceding two paragraphs are to be considered liquidated by the Lessee Terminal Management Funds.

(e) Except to the extent permitted under Section 21 of this Agreement, any charges, fees or disbursements to any consultants or other third parties unless the goods and services provided by such consultants or other third parties benefit the Project Operation and do not separately benefit any Direct or Indirect Owner or Affiliate of the Lessee.

(f) Penalties assessed against the Lessee for the failure to cure a violation of any law, statute, rule or requirement in circumstances in which Lessee's violation, or failure to cure such violation, was caused by the gross negligence or willful act or omission of the Lessee (unless the violation or the failure to cure such violation was commercially reasonable) .

(g) Any costs for goods or services collected from a Retail Sublessee or other sub-tenant or permittee as part of a "Common Area Maintenance (CAM)" charge or "Retail Marketing Fee" or for which the Lessee has otherwise received direct reimbursement from a Retail Sublessee or other sub-tenant or permittee as a separate item of additional rent or fee, except to the extent the revenues associated with such charge are included in Gross Revenues.

(h) Any payment, fee, disbursement or other cost, or part thereof, to any third party contractor, agent, supplier, or other party whatsoever, that is above the fair market value under the circumstances for the good or service that is being provided except to the extent incurred pursuant to an arrangement previously entered into at fair market value.

SCHEDULE 4-1

Port/IAT Lease

[see attached]

SCHEDULE 4-1

Port/IAT Lease

1. Agreement of Lease between The Port Authority of New York and New Jersey (the "Port Authority") and JFK International Air Terminal LLC, a New York limited liability company ("JFK IAT"), dated as of May 13, 1997, bearing Port Authority agreement number AYC-685

2. Supplemental Lease Agreement No. 1 by and between the Port Authority and JFK IAT, dated as of August 10, 2001

3. Supplemental Lease Agreement No. 2 by and between the Port Authority and JFK IAT, dated as of December 20, 2002

4. Supplemental Lease Agreement No. 3 by and between the Port Authority and JFK IAT, dated as of January 1, 2004

5. Supplemental Lease Agreement No. 4 by and between the Port Authority and JFK IAT, dated as of December 1, 2004

6. Fifth Supplemental Agreement by and between the Port Authority and JFK IAT, dated as of December 9, 2010

SCHEDULE 4-2

Series 6 Bond Documents

[see attached]

SCHEDULE 4-2

Series 6 Bond Documents

Series 6 Bond Documents (all terms used as defined in the Trust Administration Agreement) :

(a) Series 6 Bonds,

(b) Trust Indenture,

(c) Trust Administration Agreement,

(d) Assignment of Rents,

(e) Series Resolution authorizing Series 6 Bonds, adopted October 17, 1997,

(f) Special Project Bond Resolution,

(g) Personal Property Security Interest,

(h) Leasehold Mortgage,

(i) Guaranty,

(j) Assignment of Construction Contracts, Plans and Specifications, and Service and Other Contracts,

(k) Assignment of Tenant Leases and Rents,

(l) Port Authority Financing Consent and Agreement,

(m) Lease Assignment, and

(n) Any other Security Document defined as such in the Lease relating to the Series 6 Bonds.

SCHEDULE 4-3

Series 8 Bond Documents

[see attached]

SCHEDULE 4-3

Series 8 Bond Documents

Series 8 Bond Documents (all terms used as defined in the Trust Administration Agreement):

(a) Series 8 Bonds,

(b) Trust Indenture,

(c) Trust Administration Agreement,

(d) Assignment of Rents,

(e) Series Resolution authorizing Series 8 Bonds, adopted August 5, 2010,

(f) Special Project Bond Resolution,

(g) Personal Property Security Interest,

(h) Leasehold Mortgage,

(i) Guaranty,

(j) 2010 Assignment of Construction Contracts, Plans and Specifications, and Service and Other Contracts,

(k) Assignment of Tenant Leases and Rents,

(l) Port Authority Financing Consent and Agreement,

(m) Any Parity Resolution,

(n) Lease Assignment, and

(o) Any other Security Document defined as such in the Lease.

SCHEDULE 4-4

Transaction Documents

[see attached]

SCHEDULE 4-4

Transaction Documents

Assignment of Construction Contracts, Plans and Specifications, and Service and Other Contracts, dated as of December 9, 2010, between Delta Airlines, Inc., a Delaware corporation, as assignor, and JFK International Air Terminal LLC, a New York limited liability company, as assignee.

SCHEDULE 6-1

Approved Phase I IAT Project Contract Documents

NONE

SCHEDULE 6-2

Phase I IAT Project Contract Documents Pending Approval

[see attached]

DOCUMENT DATE

* ARUP Ove Arup & Partners Consulting Engineers

TABLE OF CONTENTS

DRAWING LIST

Section 00 15 00 Drawing List *July 15, 2010*

REPORT

Trailer Complex Engineering Report *July 15, 2010*

GENERAL REQUIREMENTS SUBGROUP

DIVISION 01 – GENERAL REQUIREMENTS

Products to be added to Division 01 50 00 Temporary Facilities and Controls

FACILITY CONSTRUCTION SUBGROUP

DIVISION 02 – SITEWORK

*	Section 02073	Cutting, Patching and Removals	*July 15, 2010*
*	Section 02101	Clearing and Grubbing Non Landscape Areas	*July 15, 2010*
*	Section 02221	Excavation, Backfilling and Filling	*July 15, 2010*
*	Section 02231	Aggregate Base Course	*July 15, 2010*
*	Section 02232	Recycled Concrete Aggregate Base Course (Alt)	*July 15, 2010*
*	Section 02233	Open Graded Aggregate Base Course	*July 15, 2010*
*	Section 02272	Soil Erosion and Sediment Control	*July 15, 2010*
*	Section 02274	Geotextiles	*July 15, 2010*
*	Section 02578	Pavement Joint Sealing (1996)	*July 15, 2010*
*	Section 02610	Exterior Sanitary Sewer System	*July 15, 2010*
*	Section 02665	Exterior Water Supply System - Ductile Iron Pipe	*July 15, 2010*

Copyright © Skidmore, Owings & Merrill LLP 2010

			DOCUMENT DATE
*	Section 02720	Manholes and Drainage Structure	*July 15, 2010*
*	Section 02765	Cleaning Storm Drainage and Sanitary Sewer Systems	*July 15, 2010*
DIVISION 26 – ELECTRICAL (Refer to DIVISION 16 ELECTRICAL specification sections)			
*	Section 26 05 00	Common Work Results for	*July 15, 2010*
*	Section 26 05 10	Unit Prices	*July 15, 2010*
*	Section 26 05 13	Medium-Voltage Cables	*July 15, 2010*
*	Section 26 05 19	Low-Voltage Electrical Power Conductors and Cables	*July 15, 2010*
*	Section 26 05 26	Grounding and Bonding for Electrical Systems	*July 15, 2010*
*	Section 26 05 43	Underground Ducts and Raceways for Electrical Systems	*July 15, 2010*
*	Section 26 09 13	Electrical Power Monitoring and Control	*July 15, 2010*
DIVISION 27- COMMUNICATIONS			
*	Section 27 05 00	Common Work Results for Communications	*July 15, 2010*
*	Section 27 05 28	Pathways for Communications Systems	*July 15, 2010*
*	Section 27 15 00	Communications Horizontal Cabling	*July 15, 2010*

END OF TABLE OF CONTENTS

Copyright © Skidmore, Owings & Merrill LLP 2010

SECTION 00 15 00

DRAWING LIST

CIVIL

TC-0000	GENERAL, Cover Sheet, Volume I of I, TRAILER COMPLEX
TC-0100	GENERAL, Drawing Index and Location Plan, TRAILER COMPLEX
TC-2000	LANDSIDE, Existing Conditions, TRAILER COMPLEX
TC-2100	LANDSIDE, Site Plan, TRAILER COMPLEX
TC-2200	LANDSIDE, Removals, TRAILER COMPLEX
TC-2900	LANDSIDE, Standard Details, TRAILER COMPLEX
TC-2910	LANDSIDE, Structural Anchor Details, TRAILER COMPLEX
TC-3000	UTILITIES, Existing Composite, TRAILER COMPLEX
TC-3100	UTILITIES, Proposed Composite, TRAILER COMPLEX
TC-3110	UTILITIES, Proposed Composite, TRAILER COMPLEX
TC-3900	UTILITIES, Standard Details, Sheet 1 of 4, TRAILER COMPLEX
TC-3910	UTILITIES, Standard Details, Sheet 2 of 4, TRAILER COMPLEX
TC-3920	UTILITIES, Standard Details, Sheet 3 of 4, TRAILER COMPLEX
TC-3930	UTILITIES, Standard Details, Sheet 4 of 4, TRAILER COMPLEX
TC-4000	STORMWATER, Existing Conditions, TRAILER COMPLEX
TC-4100	STORMWATER, Stormwater and Erosion Control, TRAILER COMPLEX
TC-4900	STORMWATER, Standard Details, TRAILER COMPLEX

ARCHITECTURAL

A-2101	ARCHITECTURAL, Standard Details, TRAILER COMPLEX

Headhouse SD Issue drawing list

CIVIL DRAWING LIST			
No.	DWG No.	DRAWING TITLE	SCALE
1	C-0000	GENERAL, Cover Sheet, Volume 1 of 1, Civil Engineering	NTS
2	C-0100	GENERAL, Location Plan	1" = 200'
3	C-0200	GENERAL, Port Plan Frame Locations	1" = 60'
4	C-0300	GENERAL, General Notes and Legend	NTS
5	C-2010	LANDSIDE, Existing Conditions, West Port Plan 1	1" = 10'
6	C-2020	LANDSIDE, Existing Conditions, East Port Plan 2	1" = 10'
7	C-2110	LANDSIDE, Removal Details, West Port Plan 1	1" = 10'
8	C-2120	LANDSIDE, Removal Details, East Port Plan 2	1" = 10'
9	C-2210	LANDSIDE, Proposed Site Layout, West Port Plan 1	1" = 10'
10	C-2220	LANDSIDE, Proposed Site Layout, East Port Plan 2	1" = 10'
11	C-2310	LANDSIDE, Pavement Construction, West Port Plan 1	1" = 10'
12	C-2320	LANDSIDE, Pavement Construction, East Port Plan 2	1" = 10'
13	C-2510	LANDSIDE, Grading, West Port Plan 1	1" = 10'
14	C-2520	LANDSIDE, Grading, East Port Plan 2	1" = 10'
15	C-3010	UTILITIES, Existing, West Port Plan 1	1" = 20'
16	C-3020	UTILITIES, Existing, East Port Plan 2	1" = 20'
17	C-3110	UTILITIES, Proposed Design, West Port Plan 1	1" = 10'
18	C-3120	UTILITIES, Proposed Design, East Port Plan 2	1" = 10'
19	C-4010	STORMWATER, Existing Conditions, West Port Plan 1	1" = 20'
20	C-4020	STORMWATER, Existing Conditions, East Port Plan 2	1" = 20'
21	C-4100	STORMWATER, Existing Watersheds	1" = 100'
22	C-4200	STORMWATER, Proposed Watersheds	1" = 100'
23	C-4210	STORMWATER, Proposed Design, West Port Plan 1	1" = 10'
24	C-4220	STORMWATER, Proposed Design, East Port Plan 2	1" = 10'
25	C-6000	GEOTECHNICS, Existing Ground Investigation	1" = 40'

STRUCTURAL DRAWING LIST

No.	DWG No.	DRAWING TITLE	SCALE
1	S-001	STRUCTURAL, DRAWING LIST	N.T.S.
2	S-101	LEVEL 1, HEADHOUSE, STRUCTURAL, FRAMING PLAN	
3	S-101A	LEVEL 1, HEADHOUSE, STRUCTURAL, FRAMING, PARTIAL PLAN A	1/8" = 1'-0"
4	S-101B	LEVEL 1, HEADHOUSE, STRUCTURAL, FRAMING, PARTIAL PLAN B	1/8" = 1'-0"
5	S-101C	LEVEL 1, HEADHOUSE, STRUCTURAL, FRAMING, PARTIAL PLAN C	1/8" = 1'-0"
6	S-101D1	LEVEL 1, HEADHOUSE, STRUCTURAL, FRAMING, PARTIAL PLAN D1	
7	S-101D	LEVEL 1, HEADHOUSE, STRUCTURAL, FRAMING, PARTIAL PLAN D	1/8" = 1'-0"
8	S-101F	LEVEL 1, HEADHOUSE, STRUCTURAL, FRAMING, PARTIAL PLAN F	
9	S-101F1	LEVEL 1, HEADHOUSE, STRUCTURAL, FRAMING, PARTIAL PLAN F1	
10	S-101G	LEVEL 1, HEADHOUSE, STRUCTURAL, FRAMING, PARTIAL PLAN G	
11	S-101H	LEVEL 1, HEADHOUSE, STRUCTURAL, FRAMING, PARTIAL PLAN H	
12	S-101K	LEVEL 1, HEADHOUSE, STRUCTURAL, FRAMING, PARTIAL PLAN K	
13	S-101L	LEVEL 1, HEADHOUSE, STRUCTURAL, FRAMING, PARTIAL PLAN L	
14	S-102	LEVEL 2, HEADHOUSE, STRUCTURAL, FRAMING PLAN	
15	S-102D1	LEVEL 2, HEADHOUSE, STRUCTURAL, FRAMING, PARTIAL PLAN D1	1/8" = 1'-0"
16	S-102D	LEVEL 2, HEADHOUSE, STRUCTURAL, FRAMING, PARTIAL PLAN D	1/8" = 1'-0"
17	S-102G	LEVEL 2, HEADHOUSE, STRUCTURAL, FRAMING, PARTIAL PLAN G	
18	S-102H	LEVEL 2, HEADHOUSE, STRUCTURAL, FRAMING, PARTIAL PLAN H	1/8" = 1'-0"
19	S-102L	LEVEL 2, HEADHOUSE, STRUCTURAL, FRAMING, PARTIAL PLAN L	1/8" = 1'-0"
20	S-103	LEVEL 3, HEADHOUSE, STRUCTURAL, FRAMING PLAN	
21	S-103D1	LEVEL 3, HEADHOUSE, STRUCTURAL, FRAMING, PARTIAL PLAN D1	
22	S-103D	LEVEL 3, HEADHOUSE, STRUCTURAL, FRAMING, PARTIAL PLAN D	1/8" = 1'-0"
23	S-103E	LEVEL 3, HEADHOUSE, STRUCTURAL, FRAMING, PARTIAL PLAN E	1/8" = 1'-0"
24	S-103F	LEVEL 3, HEADHOUSE, STRUCTURAL, FRAMING, PARTIAL PLAN F	1/8" = 1'-0"
25	S-103F1	LEVEL 3, HEADHOUSE, STRUCTURAL, FRAMING, PARTIAL PLAN F1	
26	S-103G	LEVEL 3, HEADHOUSE, STRUCTURAL, FRAMING, PARTIAL PLAN G	
27	S-103H	LEVEL 3, HEADHOUSE, STRUCTURAL, FRAMING, PARTIAL PLAN H	
28	S-103J	LEVEL 3, HEADHOUSE, STRUCTURAL, FRAMING, PARTIAL PLAN J	
29	S-103K	LEVEL 3, HEADHOUSE, STRUCTURAL, FRAMING, PARTIAL PLAN K	
30	S-103L	LEVEL 3, HEADHOUSE, STRUCTURAL, FRAMING, PARTIAL PLAN L	
31	S-104	LEVEL 4, HEADHOUSE, STRUCTURAL, FRAMING PLAN	1" = 40'-0"
32	S-104D1	LEVEL 4, HEADHOUSE, STRUCTURAL, FRAMING, PARTIAL PLAN D1	
33	S-104D	LEVEL 4, HEADHOUSE, STRUCTURAL, FRAMING, PARTIAL PLAN D	
34	S-104F	LEVEL 4, HEADHOUSE, STRUCTURAL, FRAMING, PARTIAL PLAN F	1/8" = 1'-0"
35	S-104F1	LEVEL 4, HEADHOUSE, STRUCTURAL, FRAMING, PARTIAL PLAN F1	1/8" = 1'-0"
36	S-104H	LEVEL 4, HEADHOUSE, STRUCTURAL, FRAMING, PARTIAL PLAN H	1/8" = 1'-0"
37	S-104J	LEVEL 4, HEADHOUSE, STRUCTURAL, FRAMING, PARTIAL PLAN J	1/8" = 1'-0"
38	S-104K	LEVEL 4, HEADHOUSE, STRUCTURAL, FRAMING, PARTIAL PLAN K	
39	S-104L	LEVEL 4, HEADHOUSE, STRUCTURAL, FRAMING, PARTIAL PLAN L	
40	S-511	STRUCTURAL, BRACED FRAME, ELEVATIONS, SHEET 1	1/8" = 1'-0"
41	S-512	STRUCTURAL, BRACED FRAME, ELEVATIONS, SHEET 2	
42	S-531	STRUCTURAL, BUILDING SECTIONS	1/4" = 1'-0"
43	S-532	STRUCTURAL, BUILDING SECTIONS	1/4" = 1'-0"
44	S-601	SECURITY, SCREENING, CHECKPOINT, STRUCTURAL, DETAILS (1)	As indicated
45	S-611	WEST, PLENUM STAIR, CONSTRUCTION, PHASING	
46	S-612	EAST, PLENUM STAIR, CONSTRUCTION, PHASING	
47	S-701	STRUCTURAL, TYPICAL PILE CAP, DETAILS	As indicated
48	S-721	STRUCTURAL, CONCRETE, DETAILS, SHEET 1	
49	S-722	STRUCTURAL, CONCRETE, DETAILS, SHEET 2	
50	S-771	STRUCTURAL, STEEL, DETAILS, SHEET 1	

DWG NO.	ARCHITECTURE
G-001	DRAWING INDEX
G-002	GENERAL ARCHITECTURAL INFORMATION
G-003	NOTES & ABBREVIATIONS
G-004	PROJECT NOTES, EXTERIOR ENCLOSURE NOTES, DESIGN LOADS
C-100	SITE PLAN
A-031	LEVEL 1 OVERALL EGRESS PLAN
A-031-1	LEVEL 1 AREA 1 EGRESS PLAN
A-031-2	LEVEL 1 AREA 2, 7 AND 8 EGRESS PLAN
A-031-3	LEVEL 1 AREA 3 EGRESS PLAN
A-033	LEVEL 3 OVERALL EGRESS PLAN
A-033-2	LEVEL 3 AREA 2 AND 8 EGRESS PLAN
A-033-3	LEVEL 3 AREA 3 EGRESS PLAN
A-034	LEVEL 4 OVERALL EGRESS PLAN
A-034-1	LEVEL 4 AREA 1 AND 2 EGRESS PLAN
A-034-2	LEVEL 4 AREA 3 EGRESS PLAN
A-101	LEVEL 1 OVERALL PLAN
A-101A	LEVEL 1 PART PLAN A
A-101B	LEVEL 1 PART PLAN B
A-101C	LEVEL 1 PART PLAN C
A-101D1	LEVEL 1 PART PLAN D1
A-101D	LEVEL 1 PART PLAN D
A-101E	LEVEL 1 PART PLAN E
A-101F	LEVEL 1 PART PLAN F
A-101F1	LEVEL 1 PART PLAN F1
A-101G	LEVEL 1 PART PLAN G
A-101H	LEVEL 1 PART PLAN H
A-101J	LEVEL 1 PART PLAN J
A-101K	LEVEL 1 PART PLAN K
A-101L	LEVEL 1 PART PLAN L
A-101M	LEVEL 1 PART PLAN M
A-102	LEVEL 2 OVERALL PLAN
A-102D1	LEVEL 2 PART PLAN D1
A-102D	LEVEL 2 PART PLAN D
A-102E	LEVEL 2 PART PLAN E
A-102F	LEVEL 2 PART PLAN F
A-102F1	LEVEL 2 PART PLAN F1
A-102G	LEVEL 2 PART PLAN G
A-102H	LEVEL 2 PART PLAN H
A-102J	LEVEL 2 PART PLAN J
A-102K	LEVEL 2 PART PLAN K
A-102L	LEVEL 2 PART PLAN L
A-103	LEVEL 3 OVERALL PLAN
A-103A	LEVEL 3 PART PLAN A
A-103B	LEVEL 3 PART PLAN B
A-103C	LEVEL 3 PART PLAN C
A-103D1	LEVEL 3 PART PLAN D1
A-103D	LEVEL 3 PART PLAN D
A-103E	LEVEL 3 PART PLAN E
A-103F	LEVEL 3 PART PLAN F
A-103F1	LEVEL 3 PART PLAN F1
A-103G	LEVEL 3 PART PLAN G
A-103H	LEVEL 3 PART PLAN H
A-103J	LEVEL 3 PART PLAN J
A-103K	LEVEL 3 PART PLAN K
A-103L	LEVEL 3 PART PLAN L
A-103M	LEVEL 3 PART PLAN M
A-104	LEVEL 4 OVERALL PLAN
A-104A	LEVEL 4 PART PLAN A
A-104B	LEVEL 4 PART PLAN B
A-104C	LEVEL 4 PART PLAN C
A-104D1	LEVEL 4 PART PLAN D1

A-104D	LEVEL 4 PART PLAN D
A-104E	LEVEL 4 PART PLAN E
A-104F	LEVEL 4 PART PLAN F
A-104F1	LEVEL 4 PART PLAN F1
A-104G	LEVEL 4 PART PLAN G
A-104H	LEVEL 4 PART PLAN H
A-104J	LEVEL 4 PART PLAN J
A-104K	LEVEL 4 PART PLAN K
A-104L	LEVEL 4 PART PLAN L
A-104M	LEVEL 4 PART PLAN M
A-105	ROOF OVERALL PLAN
A-105A	ROOF PART PLAN A
A-105B	ROOF PART PLAN B
A-105C	ROOF PART PLAN C
A-105D1	ROOF PART PLAN D1
A-105D	ROOF PART PLAN D
A-105E	ROOF PART PLAN E
A-105F	ROOF PART PLAN F
A-105F1	ROOF PART PLAN F1
A-105G	ROOF PART PLAN G
A-105H	ROOF PART PLAN H
A-105J	ROOF PART PLAN J
A-105K	ROOF PART PLAN K
A-105L	ROOF PART PLAN L
A-200	OVERALL ELEVATIONS
A-201	PARTIAL ENLARGED NORTH ELEVATIONS
A-202	PARTIAL ENLARGED EAST ELEVATION
A-203	PARTIAL ENLARGED WEST ELEVATIONS
A-204	PARTIAL ENLARGED ELEVATIONS
A-205	PARTIAL ENLARGED ELEVATIONS
A-250	OVERALL SECTIONS
A-251	PARTIAL ENLARGED SECTIONS
A-252	PARTIAL ENLARGED SECTIONS
A-253	PARTIAL ENLARGED SECTIONS
A-320	TOILET ROOMS
A-357	ENLARGED ESCALATOR PLANS & SECTIONS
A-358	ENLARGED LVL 3 - LVL 4 VERTICAL TRANS. PLANS AND SECTIONS
A-359	ENLARGED LVL 3 - LVL 4 VERTICAL TRANS. PLANS & SECTIONS
A-401	LEVEL 1 REFLECTED CEILING PLAN
A-403	LEVEL 3 REFLECTED CEILING PLAN
A-404	LEVEL 4 REFLECTED CEILING PLAN

DWG NO.	BAGGAGE HANDLING SYSTEM
B.0D1	LEGEND, SYMBOLS AND ABBREVIATIONS
B.1D1	LEVEL 1 OVERALL DEMOLITION PLAN
B.1D1M.F	LEVEL 1 PARTIAL PLAN AREA M - FLOOR
B.1D1M.M	LEVEL 1 PARTIAL PLAN AREA M - CEILING
B.1D2	LEVEL 2 OVERALL DEMOLITION PLAN
B.1D2J.M	LEVEL 2 PARTIAL PLAN AREA J - CEILING
B.1D2L.F	LEVEL 2 PARTIAL PLAN AREA L - FLOOR
B.1D3	LEVEL 3 OVERALL DEMOLITION PLAN
B.1D3D.M	LEVEL 3 PARTIAL PLAN AREA D - CEILING
B.1D3E.M	LEVEL 3 PARTIAL PLAN AREA E - CEILING
B.1D3F.M	LEVEL 3 PARTIAL PLAN AREA F - CEILING
B.1D3J.F	LEVEL 3 PARTIAL PLAN AREA J - FLOOR
B.1D3K.M	LEVEL 3 PARTIAL PLAN AREA K - CEILING
B.1D4	LEVEL 4 OVERALL DEMOLITION PLAN
B.1D4D.F	LEVEL 4 PARTIAL PLAN AREA D - FLOOR
B.1D4J.F	LEVEL 4 PARTIAL PLAN AREA J - FLOOR
B.1D4K.F	LEVEL 4 PARTIAL PLAN AREA K - FLOOR
B.2D1	LEVEL 1 OVERALL INSTALLATION PLAN
B.2D1D.F	LEVEL 1 PARTIAL PLAN AREA D - FLOOR
B.2D1D.M	LEVEL 1 PARTIAL PLAN AREA D - CEILING
B.2D1D.F_ALT	LEVEL 1 PARTIAL PLAN AREA D - ALT-FLOOR
B.2D1D.M_ALT	LEVEL 1 PARTIAL PLAN AREA D - ALT-CEILING
B.2D1F.F	LEVEL 1 PARTIAL PLAN AREA F - FLOOR
B.2D1F1.F	LEVEL 1 PARTIAL PLAN AREA F1 - FLOOR
B.2D1F1.M	LEVEL 1 PARTIAL PLAN AREA F1 - CEILING
B.2D1L.F	LEVEL 1 PARTIAL PLAN AREA L - CEILING
B.2D1L.M	LEVEL 1 PARTIAL PLAN AREA L - FLOOR
B.2D1M.F	LEVEL 1 PARTIAL PLAN AREA M - FLOOR
B.2D1M.M	LEVEL 1 PARTIAL PLAN AREA M - CEILING
B.2D2	LEVEL 2 OVERALL INSTALLATION PLAN
B.2D2H.M	LEVEL 2 PARTIAL PLAN AREA H - CEILING
B.2D2J.F	LEVEL 2 PARTIAL PLAN AREA J - FLOOR
B.2D2J.M	LEVEL 2 PARTIAL PLAN AREA J - CEILING
B.2D2L.F	LEVEL 2 PARTIAL PLAN AREA L - FLOOR
B.2D2L.M	LEVEL 2 PARTIAL PLAN AREA L - CEILING
B.2D2M.M	LEVEL 2 PARTIAL PLAN AREA M - CEILING
B.2D3	LEVEL 3 OVERALL INSTALLATION PLAN
B.2D3D1.M	LEVEL 3 PARTIAL PLAN AREA D1 - CEILING
B.2D3D.M	LEVEL 3 PARTIAL PLAN AREA D - CEILING
B.2D3E.F	LEVEL 3 PARTIAL PLAN AREA E - FLOOR
B.2D3E.M	LEVEL 3 PARTIAL PLAN AREA E - CEILING
B.2D3F.F	LEVEL 3 PARTIAL PLAN AREA F - FLOOR
B.2D3F.M	LEVEL 3 PARTIAL PLAN AREA F - CEILING
B.2D3F1.F	LEVEL 3 PARTIAL PLAN AREA F1 - FLOOR
B.2D3F1.M	LEVEL 3 PARTIAL PLAN AREA F1 - CEILING
B.2D3J.F	LEVEL 3 PARTIAL PLAN AREA J - FLOOR
B.2D3J.M	LEVEL 3 PARTIAL PLAN AREA J - CEILING
B.2D3K.F	LEVEL 3 PARTIAL PLAN AREA K - FLOOR
B.2D3K.M	LEVEL 3 PARTIAL PLAN AREA K - CEILING
B.2D3L.F	LEVEL 3 PARTIAL PLAN AREA L - FLOOR
B.2D3L.M	LEVEL 3 PARTIAL PLAN AREA L - CEILING
B.2D4	LEVEL 4 OVERALL INSTALLATION PLAN
B.2D4D.F	LEVEL 4 PARTIAL PLAN AREA D - FLOOR
B.2D4F.F	LEVEL 4 PARTIAL PLAN AREA F - FLOOR
B.2D4H.F	LEVEL 4 PARTIAL PLAN AREA H - FLOOR
B.2D4J.F	LEVEL 4 PARTIAL PLAN AREA J - FLOOR
B.2D4K.F	LEVEL 4 PARTIAL PLAN AREA K - FLOOR
B.3D1	SECTIONS
B.6D1	PHASING
B.6D2	PHASING
B.6D3	PHASING
B.6D4	PHASING
B.6D5	PHASING
B.6D6	PHASING
B.6D7	PHASING
B.8D1	TYPICAL DETAILS CONVEYOR LOADING DIAGRAMS
B.8D2	TYPICAL DETAILS CONVEYOR LOADING DIAGRAMS

DWG NO.	WAYFINDING SIGNAGE
W-101A	WAYFINDING AND SIGNAGE LEVEL 1 PART PLAN A
W-101B	WAYFINDING AND SIGNAGE LEVEL 1 PART PLAN B
W-101C	WAYFINDING AND SIGNAGE LEVEL 1 PART PLAN C
W-101D1	WAYFINDING AND SIGNAGE LEVEL 1 PART PLAN D1
W-101D	WAYFINDING AND SIGNAGE LEVEL 1 PART PLAN D
W-101E	WAYFINDING AND SIGNAGE LEVEL 1 PART PLAN E
W-101F	WAYFINDING AND SIGNAGE LEVEL 1 PART PLAN F
W-101F1	WAYFINDING AND SIGNAGE LEVEL 1 PART PLAN F1
W-101G	WAYFINDING AND SIGNAGE LEVEL 1 PART PLAN G
W-101H	WAYFINDING AND SIGNAGE LEVEL 1 PART PLAN H
W-101J	WAYFINDING AND SIGNAGE LEVEL 1 PART PLAN J
W-101K	WAYFINDING AND SIGNAGE LEVEL 1 PART PLAN K
W-101L	WAYFINDING AND SIGNAGE LEVEL 1 PART PLAN L
W-102A	WAYFINDING AND SIGNAGE LEVEL 2 PART PLAN A
W-102B	WAYFINDING AND SIGNAGE LEVEL 2 PART PLAN B
W-102C	WAYFINDING AND SIGNAGE LEVEL 2 PART PLAN C
W-102D1	WAYFINDING AND SIGNAGE LEVEL 2 PART PLAN D1
W-102D	WAYFINDING AND SIGNAGE LEVEL 2 PART PLAN D
W-102E	WAYFINDING AND SIGNAGE LEVEL 2 PART PLAN E
W-102F	WAYFINDING AND SIGNAGE LEVEL 2 PART PLAN F
W-102F1	WAYFINDING AND SIGNAGE LEVEL 2 PART PLAN F1
W-102G	WAYFINDING AND SIGNAGE LEVEL 2 PART PLAN G
W-102H	WAYFINDING AND SIGNAGE LEVEL 2 PART PLAN H
W-102J	WAYFINDING AND SIGNAGE LEVEL 2 PART PLAN J
W-102K	WAYFINDING AND SIGNAGE LEVEL 2 PART PLAN K
W-102L	WAYFINDING AND SIGNAGE LEVEL 2 PART PLAN L
W-103A	WAYFINDING AND SIGNAGE LEVEL 3 PART PLAN A
W-103B	WAYFINDING AND SIGNAGE LEVEL 3 PART PLAN B
W-103C	WAYFINDING AND SIGNAGE LEVEL 3 PART PLAN C
W-103D1	WAYFINDING AND SIGNAGE LEVEL 3 PART PLAN D1
W-103D	WAYFINDING AND SIGNAGE LEVEL 3 PART PLAN D
W-103E	WAYFINDING AND SIGNAGE LEVEL 3 PART PLAN E
W-103F	WAYFINDING AND SIGNAGE LEVEL 3 PART PLAN F
W-103F1	WAYFINDING AND SIGNAGE LEVEL 3 PART PLAN F1
W-103G	WAYFINDING AND SIGNAGE LEVEL 3 PART PLAN G
W-103H	WAYFINDING AND SIGNAGE LEVEL 3 PART PLAN H
W-103J	WAYFINDING AND SIGNAGE LEVEL 3 PART PLAN J
W-103K	WAYFINDING AND SIGNAGE LEVEL 3 PART PLAN K
W-103L	WAYFINDING AND SIGNAGE LEVEL 3 PART PLAN L
W-104A	WAYFINDING AND SIGNAGE LEVEL 4 PART PLAN A
W-104B	WAYFINDING AND SIGNAGE LEVEL 4 PART PLAN B
W-104C	WAYFINDING AND SIGNAGE LEVEL 4 PART PLAN C
W-104D1	WAYFINDING AND SIGNAGE LEVEL 4 PART PLAN D1
W-104D	WAYFINDING AND SIGNAGE LEVEL 4 PART PLAN D
W-104E	WAYFINDING AND SIGNAGE LEVEL 4 PART PLAN E
W-104F	WAYFINDING AND SIGNAGE LEVEL 4 PART PLAN F
W-104F1	WAYFINDING AND SIGNAGE LEVEL 4 PART PLAN F1
W-104G	WAYFINDING AND SIGNAGE LEVEL 4 PART PLAN G
W-104H	WAYFINDING AND SIGNAGE LEVEL 4 PART PLAN H
W-104J	WAYFINDING AND SIGNAGE LEVEL 4 PART PLAN J
W-104K	WAYFINDING AND SIGNAGE LEVEL 4 PART PLAN K
W-104L	WAYFINDING AND SIGNAGE LEVEL 4 PART PLAN L
W-200	WAYFINDING INTRODUCTION COLOR TYPOGRAPHY
W-201	WAYFINDING INTRODUCTION PICTOGRAMS
W-202	WAYFINDING GRAPHICS LAYOUTS
W-203	WAYFINDING GRAPHICS SIGN TYPES
W-204A	WAYFINDING GRAPHICS DIRECTIONALS, SHEET 2
W-204B	WAYFINDING GRAPHICS DIRECTIONALS, SHEET 2
W-204C	WAYFINDING GRAPHICS DIRECTIONALS, SHEET 3
W-204D	WAYFINDING GRAPHICS DIRECTIONALS, SHEET 4
W-204E	WAYFINDING GRAPHICS DIRECTIONALS, SHEET 5
W-205	WAYFINDING GRAPHICS DIRECTIONALS, SHEET 6
W-206A	WAYFINDING GRAPHICS DIRECTIONALS, SHEET 7
W-206B	WAYFINDING GRAPHICS CODE SIGNAGE, SHEET 8
W-206C	WAYFINDING GRAPHICS MISCELLANEOUS, SHEET 9

MECHANICAL DRAWING LIST

No.	DWG No.	DRAWING TITLE	SCALE
1	M-001	MECHANICAL, DRAWING LIST	N.T.S.
2	M-002	MECHANICAL, SYMBOLS, & VENT INDEX	N.T.S.
3	M-003	MECHANICAL, ABBREVIATIONS, & NOTES	N.T.S.
4	M-010	MECHANICAL, SCHEDULES, SHEET 1	N.T.S.
5	M-011	MECHANICAL, SCHEDULES, SHEET 2	N.T.S.
6	M-101	MECHANICAL, LEVEL 1, OVERALL PLAN	1" = 40'-0"
7	M-101D	MECHANICAL, LEVEL 1, PART PLAN D	1/8" = 1'-0"
8	M-101F	MECHANICAL, LEVEL 1, PART PLAN F	1/8" = 1'-0"
9	M-101F1	MECHANICAL, LEVEL 1, PART PLAN F1	1/8" = 1'-0"
10	M-101H	MECHANICAL, LEVEL 1, PART PLAN H	1/8" = 1'-0"
11	M-101L	MECHANICAL, LEVEL 1, PART PLAN L	1/8" = 1'-0"
12	M-102	MECHANICAL, LEVEL 2, OVERALL PLAN	1" = 40'-0"
13	M-102J	MECHANICAL, LEVEL 2, PART PLAN J	1/8" = 1'-0"
14	M-102K	MECHANICAL, LEVEL 2, PART PLAN K	1/8" = 1'-0"
15	M-102L	MECHANICAL, LEVEL 2, PART PLAN L	1/8" = 1'-0"
16	M-103	MECHANICAL, LEVEL 3, OVERALL PLAN	1" = 40'-0"
17	M-103D	MECHANICAL, LEVEL 3, PART PLAN D	1/8" = 1'-0"
18	M-103E	MECHANICAL, LEVEL 3, PART PLAN E	1/8" = 1'-0"
19	M-103F	MECHANICAL, LEVEL 3, PART PLAN F	1/8" = 1'-0"
20	M-103F1	MECHANICAL, LEVEL 3, PART PLAN F1	1/8" = 1'-0"
21	M-103H	MECHANICAL, LEVEL 3, PART PLAN H	1/8" = 1'-0"
22	M-103J	MECHANICAL, LEVEL 3, PART PLAN J	1/8" = 1'-0"
23	M-103K	MECHANICAL, LEVEL 3, PART PLAN K	1/8" = 1'-0"
24	M-103L	MECHANICAL, LEVEL 3, PART PLAN L	1/8" = 1'-0"
25	M-104	MECHANICAL, LEVEL 4, OVERALL PLAN	1" = 40'-0"
26	M-104F	MECHANICAL, LEVEL 4, PART PLAN F	1/8" = 1"-0"
27	M-104H	MECHANICAL, LEVEL 4, PART PLAN H	1/8" = 1"-0"
28	M-104J	MECHANICAL, LEVEL 4, PART PLAN J	1/8" = 1"-0"
29	M-104K	MECHANICAL, LEVEL 4, PART PLAN K	1/8" = 1"-0"
30	M-104L	MECHANICAL, LEVEL 4, PART PLAN L	1/8" = 1'-0"
31	M-401	MECHANICAL, CHILLED WATER, SINGLE LINE, DIAGRAM, HH, SHEET 1	N.T.S.
32	M-402	MECHANICAL, CHILLED WATER, SINGLE LINE, DIAGRAM, HH, SHEET 2	N.T.S.
33	M-403	MECHANICAL, CHILLED WATER, SINGLE LINE, DIAGRAM, HH, SHEET 3	N.T.S.
34	M-404	MECHANICAL, CHILLED WATER, SINGLE LINE, DIAGRAM, HH, SHEET 4	N.T.S.
35	M-405	MECHANICAL, HHW, SINGLE LINE, DIAGRAM, HH, SHEET 5	N.T.S.
36	M-406	MECHANICAL, HHW, SINGLE LINE, DIAGRAM, HH, SHEET 6	N.T.S.
37	M-407	MECHANICAL, HHW, SINGLE LINE, DIAGRAM, HH, SHEET 7	N.T.S.
38	M-408	MECHANICAL, HHW, SINGLE LINE, DIAGRAM, HH, SHEET 8	N.T.S.
39	M-420	MECHANICAL, SINGLE LINE, DIAGRAM, HEADHOUSE, SHEET 1	N.T.S.
40	M-421	MECHANICAL, SINGLE LINE, DIAGRAM, HEADHOUSE, SHEET 2	N.T.S.

PLUMBING DRAWING LIST

No.	DWG No.	DRAWING TITLE	SCALE
1	P-001	PLUMBING, SYMBOLS, NOTES, ABBREVIATIONS & SCHEDULES	N.T.S.
2	P-002	PLUMBING, SYMBOLS, NOTES, ABBREVIATIONS & SCHEDULES	NTS
3	P-100	PLUMBING, UNDERSLAB, PIPING, OVERALL PLAN	1" = 40'-0"
4	P-100D	PLUMBING, UNDERSLAB, PIPING, PART PLAN D	1/8" = 1'-0"
5	P-100F	PLUMBING, UNDERSLAB, PIPING, PART PLAN F	1/8" = 1'-0"
6	P-100F1	PLUMBING, UNDERSLAB, PIPING, PART PLAN F1	1/8" = 1'-0"
7	P-100H	PLUMBING, UNDERSLAB, PIPING, PART PLAN H	1/8" = 1'-0"
8	P-101	PLUMBING, LEVEL 1, OVERALL PLAN	1" = 40'-0"
9	P-101D	PLUMBING, LEVEL 1, PART PLAN D	1/8" = 1'-0"
10	P-101F	PLUMBING, LEVEL 1, PART PLAN F	1/8" = 1'-0"
11	P-101F1	PLUMBING, LEVEL 1, PART PLAN F1	1/8" = 1'-0"
12	P-101H	PLUMBING, LEVEL 1, PART PLAN H	1/8" = 1'-0"
13	P-101L	PLUMBING, LEVEL 1, PART PLAN L	1/8" = 1'-0"

FIRE PROTECTION DRAWING LIST

No.	DWG No.	DRAWING TITLE	SCALE
1	F-001	FIRE PROTECTION, SYMBOLS, NOTES, ABBREVIATIONS & SCHEDULES	N.T.S.
2	F-002	FIRE PROTECTION, SYMBOLS, NOTES & ABBREVIATIONS	NTS
3	F-101	FIRE PROTECTION, LEVEL 1, OVERALL PLAN	1" = 40'-0"
4	F-101D	FIRE PROTECTION, LEVEL 1, PART PLAN D	1/8" = 1'-0"
5	F-101F	FIRE PROTECTION, LEVEL 1, PART PLAN F	1/8" = 1'-0"
6	F-101F1	FIRE PROTECTION, LEVEL 1, PART PLAN F1	1/8" = 1'-0"
7	F-101H	FIRE PROTECTION, LEVEL 1, PART PLAN H	1/8" = 1"-0"
8	F-101L	FIRE PROTECTION, LEVEL 1, PART PLAN L	1/8" = 1'-0"
9	F-103	FIRE PROTECTION, LEVEL 3, OVERALL PLAN	1" = 40'-0"
10	F-103K	FIRE PROTECTION, LEVEL 3, PART PLAN K	1/8" = 1"-0"

ELECTRICAL DRAWING LIST

No.	DWG No.	DRAWING TITLE	SCALE
1	E-001	ELECTRICAL, GENERAL NOTES	N.T.S.
2	E-002	ELECTRICAL, SYMBOLS,, ABBREVIATIONS, GENERAL NOTES	NTS
3	E-101	ELECTRICAL, LEVEL 1, POWER, OVERALL PLAN	1" = 40'-0"
4	E-101D	ELECTRICAL, LEVEL 1, POWER, PART PLAN D	1/8" = 1'-0"
5	E-101F	ELECTRICAL, LEVEL 1, POWER, PART PLAN F	1/8" = 1'-0"
6	E-101F1	ELECTRICAL, LEVEL 1, POWER, PART PLAN F1	1/8" = 1'-0"
7	E-103	ELECTRICAL, LEVEL 3, POWER, OVERALL PLAN	1" = 40'-0"
8	E-103D	ELECTRICAL, LEVEL 3, POWER, PART PLAN D	1/8" = 1'-0"
9	E-103F	ELECTRICAL, LEVEL 3, POWER, PART PLAN F	1/8" = 1'-0"
10	E-103J	ELECTRICAL, LEVEL 3, POWER, PART PLAN J	1/8" = 1'-0"
11	E-103K	ELECTRICAL, LEVEL 3, POWER, PART PLAN K	1/8" = 1'-0"
12	E-104	ELECTRICAL, LEVEL 4, POWER, OVERALL PLAN	1" = 40'-0"
13	E-104D	ELECTRICAL, LEVEL 4, POWER, PART PLAN D	1/8" = 1'-0"
14	E-104F	ELECTRICAL, LEVEL 4, POWER, PART PLAN F	1/8" = 1'-0"
15	E-104G	ELECTRICAL, LEVEL 4, POWER, PART PLAN G	1/8" = 1'-0"
16	E-104H	ELECTRICAL, LEVEL 4, POWER, PART PLAN H	1/8" = 1'-0"
17	E-104J	ELECTRICAL, LEVEL 4, POWER, PART PLAN J	1/8" = 1'-0"
18	E-104K	ELECTRICAL, LEVEL 4, POWER, PART PLAN K	1/8" = 1'-0"
19	E-201	ELECTRICAL, LEVEL 1, LIGHTING, OVERALL PLAN	1" = 40'-0"
20	E-202	ELECTRICAL, LEVEL 2, LIGHTING, OVERALL PLAN	1" = 40'-0"
21	E-203	ELECTRICAL, LEVEL 3, LIGHTING, OVERALL PLAN	1" = 40'-0"
22	E-204	ELECTRICAL, LEVEL 4, LIGHTING, OVERALL PLAN	1" = 40'-0"
23	E-301	FIRE ALARM, LEVEL 1, OVERALL PLAN	1" = 40'-0"
24	E-301D	FIRE ALARM, LEVEL 1, PART PLAN D	1/8" = 1'-0"
25	E-301F	FIRE ALARM, LEVEL 1, PART PLAN F	1/8" = 1'-0"
26	E-303	FIRE ALARM, LEVEL 3, OVERALL PLAN	1" = 40'-0"
27	E-303J	FIRE ALARM, LEVEL 3, PART PLAN J	1/8" = 1'-0"
28	E-303K	FIRE ALARM, LEVEL 3, PART PLAN K	1/8" = 1'-0"
29	E-304	FIRE ALARM, LEVEL 4, OVERALL PLAN	1" = 40'-0"
30	E-304J	FIRE ALARM, LEVEL 4, PART PLAN J	1/8" = 1'-0"
31	E-304K	FIRE ALARM, LEVEL 4, PART PLAN K	1/8" = 1'-0"
32	E-401	ELECTRICAL POWER, EAST, PARTIAL SINGLE, LINE DIAGRAMS	1/8" = 1'-0"
33	E-402	FIRE, ALARM, SINGLE LINE, DIAGRAM	1/8" = 1'-0"

COMMUNICATIONS DRAWING LIST			
No.	DWG No.	DRAWING TITLE	SCALE
1	T-001	COMMUNICATIONS, GENERAL NOTES	N.T.S.
2	T-201	COMMUNICATIONS, LEVEL 1, ICT ZONES PLAN	1/32" = 1'-0"
3	T-202	COMMUNICATIONS, LEVEL 2, ICT ZONES PLAN	1/32" = 1'-0"
4	T-203	COMMUNICATIONS, LEVEL 3, ICT ZONES PLAN	1/32" = 1'-0"
5	T-204	COMMUNICATIONS, LEVEL 4, ICT ZONES PLAN	1/32" = 1'-0"

PUBLIC ADDRESS DRAWING LIST			
No.	DWG No.	DRAWING TITLE	SCALE
1	PA-001	PUBLIC ADDRESS, SYMBOLS, NOTES & ABBREVIATIONS	NTS
2	PA-101	PUBLIC ADDRESS, LEVEL 1, OVERALL PLAN	1" = 40'-0"
3	PA-104	PUBLIC ADDRESS, LEVEL 4, OVERALL PLAN	1" = 40'-0"
4	PA-301	PUBLIC ADDRESS, SYSTEM, BLOCK DIAGRAM	NTS

SECURITY DRAWING LIST

No.	DWG No.	DRAWING TITLE	SCALE
1	Z-001	SECURITY, GENERAL NOTES	N.T.S.
2	Z-101	SECURITY, LEVEL 1, OVERALL PLAN	1" = 40'-0"
3	Z-101A	SECURITY, LEVEL 1, PART PLAN A	1/8" = 1'-0"
4	Z-101B	SECURITY, LEVEL 1, PART PLAN B	1/8" = 1'-0"
5	Z-101C	SECURITY, LEVEL 1, PART PLAN C	1/8" = 1'-0"
6	Z-101D	SECURITY, LEVEL 1, PART PLAN D	1/8" = 1'-0"
7	Z-101D1	SECURITY, LEVEL 1, PART PLAN D1	1/8" = 1'-0"
8	Z-101E	SECURITY, LEVEL 1, PART PLAN E	1/8" = 1'-0"
9	Z-101F	SECURITY, LEVEL 1, PART PLAN F	1/8" = 1'-0"
10	Z-101F1	SECURITY, LEVEL 1, PART PLAN F1	1/8" = 1'-0"
11	Z-101G	SECURITY, LEVEL 1, PART PLAN G	1/8" = 1'-0"
12	Z-101H	SECURITY, LEVEL 1, PART PLAN H	1/8" = 1'-0"
13	Z-101J	SECURITY, LEVEL 1, PART PLAN J	1/8" = 1'-0"
14	Z-101K	SECURITY, LEVEL 1, PART PLAN K	1/8" = 1'-0"
15	Z-101L	SECURITY, LEVEL 1, PART PLAN L	1/8" = 1'-0"
16	Z-102	SECURITY, LEVEL 2, OVERALL PLAN	1" = 40'-0"
17	Z-102D1	SECURITY, LEVEL 2, PART PLAN D1	1/8" = 1'-0"
18	Z-102G	SECURITY, LEVEL 2, PART PLAN G	1/8" = 1'-0"
19	Z-102H	SECURITY, LEVEL 2, PART PLAN H	1/8" = 1'-0"
20	Z-102J	SECURITY, LEVEL 2, PART PLAN J	1/8" = 1'-0"
21	Z-102K	SECURITY, LEVEL 2, PART PLAN K	1/8" = 1'-0"
22	Z-102L	SECURITY, LEVEL 2, PART PLAN L	1/8" = 1'-0"
23	Z-103	SECURITY, LEVEL 3, OVERALL PLAN	1" = 40'-0"
24	Z-103D	SECURITY, LEVEL 3, PART PLAN D	1/8" = 1'-0"
25	Z-103E	SECURITY, LEVEL 3, PART PLAN E	1/8" = 1'-0"
26	Z-103F	SECURITY, LEVEL 3, PART PLAN F	1/8" = 1'-0"
27	Z-103F1	SECURITY, LEVEL 3, PART PLAN F1	1/8" = 1'-0"
28	Z-103G	SECURITY, LEVEL 3, PART PLAN G	1/8" = 1'-0"
29	Z-103H	SECURITY, LEVEL 3, PART PLAN H	1/8" = 1'-0"
30	Z-103J	SECURITY, LEVEL 3, PART PLAN J	1/8" = 1'-0"
31	Z-103K	SECURITY, LEVEL 3, PART PLAN K	1/8" = 1'-0"
32	Z-103L	SECURITY, LEVEL 3, PART PLAN L	1/8" = 1'-0"
33	Z-104	SECURITY, LEVEL 4, OVERALL PLAN	1" = 40'-0"
34	Z-104D	SECURITY, LEVEL 4, PART PLAN D	1/8" = 1'-0"
35	Z-104D1	SECURITY, LEVEL 4, PART PLAN D1	1/8" = 1'-0"
36	Z-104F	SECURITY, LEVEL 4, PART PLAN F	1/8" = 1'-0"
37	Z-104F1	SECURITY, LEVEL 4, PART PLAN F1	1/8" = 1'-0"
38	Z-104G	SECURITY, LEVEL 4, PART PLAN G	1/8" = 1'-0"
39	Z-104H	SECURITY, LEVEL 4, PART PLAN H	1/8" = 1'-0"
40	Z-104J	SECURITY, LEVEL 4, PART PLAN J	1/8" = 1'-0"
41	Z-104K	SECURITY, LEVEL 4, PART PLAN K	1/8" = 1'-0"
42	Z-104L	SECURITY, LEVEL 4, PART PLAN L	1/8" = 1'-0"
43	Z-301	SECURITY SYSTEMS, PHYSICAL ARCH., ACCESS CONTROL, CCTV SYSTEM AND INTERCOM	N.T.S.
44	Z-302	SECURITY SYSTEMS, PHYSICAL ARCHS., ACCTV SYSTEM	N.T.S.

Basis of Design Report

201026 JFK 30% BOD 081910_R3.0.pdf
201026 JFK 30% Charts.pdf
201026 JFK 30% Flight Schedule.pdf
201026 JFK 30% JFK T4 Conveyor Manifest 2010-8-19.pdf
201026 JFK 30% Project Schedule.pdf
201026 JFK 30% Spec TOC_081910.pdf
962431_1A_CTX9800_Site_Design_and_Planning_Guide_Rev_A.pdf

PMIS EDS Query.xls
PMIS ETD Query.xls

Drawings

See Separate Drawing List

Simulation

JFK T4_media

201026 JFK T4 30% SimReport
201026 JFK T4 SimFDS
JFK T4.wmv

JFK HEADHOUSE SHEET DIRECTORY

DRAWING NUMBER	DRAWING DESCRIPTION	DRAWING SCALE	SD 100%	DD 30%	DD 70%	CD 100%
	Baggage Conveying Equipment					
B.000	DRAWING INDEX	NTS		•		
B.001	LEGEND, SYMBLOLS AND ABBREVIATIONS	NTS	•	•		
B.002	SCHEMATIC PLAN	NTS	•	•		
B.101	LEVEL 1 OVERALL PLAN	1/64" = 1'-0"	•	•		
B.101G.M	LEVEL 1 PARTIAL PLAN AREA G - CEILING	1/8" = 1'-0"	•	•		
B.101M.F	LEVEL 1 PARTIAL PLAN AREA M - FLOOR	1/8" = 1'-0"	•	•		
B.101M.M	LEVEL 1 PARTIAL PLAN AREA M - CEILING	1/8" = 1'-0"	•	•		
B.101Q.M	LEVEL 1 PARTIAL PLAN AREA Q - CEILING	1/8" = 1'-0"		•		
B.101R.M	LEVEL 1 PARTIAL PLAN AREA R - CEILING	1/8" = 1'-0"		•		
B.101S.M	LEVEL 1 PARTIAL PLAN AREA S - CEILING	1/8" = 1'-0"		•		
B.101T.F	LEVEL 1 PARTIAL PLAN AREA T - FLOOR	1/8" = 1'-0"		•		
B.101T.M	LEVEL 1 PARTIAL PLAN AREA T - CEILING	1/8" = 1'-0"		•		
B.101U.F	LEVEL 1 PARTIAL PLAN AREA U - FLOOR	1/8" = 1'-0"		•		
B.101U.M	LEVEL 1 PARTIAL PLAN AREA U - CEILING	1/8" = 1'-0"		•		
B.101V.F	LEVEL 1 PARTIAL PLAN AREA V - FLOOR	1/8" = 1'-0"		•		
B.101V.M	LEVEL 1 PARTIAL PLAN AREA V - CEILING	1/8" = 1'-0"		•		
B.102	LEVEL 2 OVERALL PLAN	1/64" = 1'-0"	•	•		
B.102G.F	LEVEL 2 PARTIAL PLAN AREA G - FLOOR	1/8" = 1'-0"	•	•		
B.102G.M	LEVEL 2 PARTIAL PLAN AREA G - CEILIING	1/8" = 1'-0"	•	•		
B.102H.F	LEVEL 2 PARTIAL PLAN AREA H - FLOOR	1/8" = 1'-0"	•	•		
B.102H.M	LEVEL 2 PARTIAL PLAN AREA H - CEILING	1/8" = 1'-0"	•	•		
B.102J.M	LEVEL 2 PARTIAL PLAN AREA J - CEILING	1/8" = 1'-0"	•	•		
B.102L.F	LEVEL 2 PARTIAL PLAN AREA L - FLOOR	1/8" = 1'-0"	•	•		
B.103	LEVEL 3 OVERALL PLAN	1/64" = 1'-0"	•	•		
B.103D.M	LEVEL 3 PARTIAL PLAN AREA D - CEILING	1/8" = 1'-0"	•	•		
B.103E.M	LEVEL 3 PARTIAL PLAN AREA E - CEILING	1/8" = 1'-0"	•	•		
B.103F.M	LEVEL 3 PARTIAL PLAN AREA F - CEILILNG	1/8" = 1'-0"	•	•		
B.103J.F	LEVEL 3 PARTIAL PLAN AREA J - FLOOR	1/8" = 1'-0"	•	•		
B.103K.M	LEVEL 3 PARTIAL PLAN AREA K - CEILILNG	1/8" = 1'-0"	•	•		
B.104	LEVEL 4 OVERALL PLAN	1/64" = 1'-0"	•	•		
B.104D.F	LEVEL 4 PARTIAL PLAN AREA D - FLOOR	1/8" = 1'-0"	•	•		
B.104J.F	LEVEL 4 PARTIAL PLAN AREA J - FLOOR	1/8" = 1'-0"	•	•		
B104K.F	LEVEL 4 PARTIAL PLAN AREA K - FLOOR	1/8" = 1'-0"	•	•		
B.201	LEVEL 1 OVERAL PLAN	1/64" = 1'-0"	•	•		
B.201D.F	LEVEL 1 PARTIAL PLAN AREA D - FLOOR	1/8" = 1'-0"	•	•		
B.201D.M	LEVEL 1 PARTIAL PLAN AREA D - CEILING	1/8" = 1'-0"	•	•		
B.201F.F	LEVEL 1 PARTIAL PLAN AREA F - FLOOR	1/8" = 1'-0"	•	•		
B.201F1.F	LEVEL 1 PARTIAL PLAN AREA F1 - FLOOR	1/8" = 1'-0"	•	•		
B.201F1.M	LEVEL 1 PARTIAL PLAN AREA F1 - CEILING	1/8" = 1'-0"	•	•		
B.201G.M	LEVEL 1 PARTIAL PLAN AREA G - CEILING	1/8" = 1'-0"	•	•		
B.201L.F	LEVEL 1 PARTIAL PLAN AREA L - CEILING	1/8" = 1'-0"	•	•		
B.201L.M	LEVEL 1 PARTIAL PLAN AREA L - FLOOR	1/8" = 1'-0"	•	•		
B.201M.F	LEVEL 1 PARTIAL PLAN AREA M - FLOOR	1/8" = 1'-0"	•	•		
B.201M.M	LEVEL 1 PARTIAL PLAN AREA M - CEILING	1/8" = 1'-0"	•	•		
B.201Q.F	LEVEL 1 PARTIAL PLAN AREA Q - FLOOR	1/8" = 1'-0"		•		
B.201Q.M	LEVEL 1 PARTIAL PLAN AREA Q - CEILING	1/8" = 1'-0"		•		
B.201T.F	LEVEL 1 PARTIAL PLAN AREA T - FLOOR	1/8" = 1'-0"		•		
B.201T.M	LEVEL 1 PARTIAL PLAN AREA T - CEILING	1/8" = 1'-0"		•		
B.201U.M	LEVEL 1 PARTIAL PLAN AREA U - CEILING	1/8" = 1'-0"		•		
B.201V.F	LEVEL 1 PARTIAL PLAN AREA V - FLOOR	1/8" = 1'-0"		•		
B.201V.M	LEVEL 1 PARTIAL PLAN AREA V - CEILING	1/8" = 1'-0"		•		
B.202	LEVEL 2 OVERALL PLAN	1/64" = 1'-0"	•	•		

B.202G.M	LEVEL 2 PARTIAL PLAN AREA G - CEILING	1/8" = 1'-0"	•	•		
B.202H.M	LEVEL 2 PARTIAL PLAN AREA H - CEILING	1/8" = 1'-0"	•	•		
B.202J.M	LEVEL 2 PARTIAL PLAN AREA J - CEILING	1/8" = 1'-0"	•	•		
B.202L.F	LEVEL 2 PARTIAL PLAN AREA L - FLOOR	1/8" = 1'-0"	•	•		
B.202L.M	LEVEL 2 PARTIAL PLAN AREA L - CEILING	1/8" = 1'-0"	•	•		
B.202M.M	LEVEL 2 PARTIAL PLAN AREA M - CEILING	1/8" = 1'-0"	•	•		
B.203	LEVEL 3 OVERALL PLAN	1/64" = 1'-0"	•	•		
B.203D1.M	LEVEL 3 PARTIAL PLAN AREA D1 - CEILING	1/8" = 1'-0"	•	•		
B.203D.M	LEVEL 3 PARTIAL PLAN AREA D - CEILING	1/8" = 1'-0"	•	•		
B.203E.F	LEVEL 3 PARTIAL PLAN AREA E - FLOOR	1/8" = 1'-0"	•	•		
B.203E.M	LEVEL 3 PARTIAL PLAN AREA E - CEILING	1/8" = 1'-0"	•	•		
B.203F.F	LEVEL 3 PARTIAL PLAN AREA F - FLOOR	1/8" = 1'-0"	•	•		
B.203F.M	LEVEL 3 PARTIAL PLAN AREA F - CEILING	1/8" = 1'-0"	•	•		
B.203F1.F	LEVEL 3 PARTIAL PLAN AREA F1 - FLOOR	1/8" = 1'-0"	•	•		
B.203F1.M	LEVEL 3 PARTIAL PLAN AREA F1 - CEILING	1/8" = 1'-0"	•	•		
B.203J.F	LEVEL 3 PARTIAL PLAN AREA J - FLOOR	1/8" = 1'-0"	•	•		
B.203J.M	LEVEL 3 PARTIAL PLAN AREA J - CEILING	1/8" = 1'-0"	•	•		
B.203K.F	LEVEL 3 PARTIAL PLAN AREA K - FLOOR	1/8" = 1'-0"	•	•		
B.203K.M	LEVEL 3 PARTIAL PLAN AREA K - CEILING	1/8" = 1'-0"	•	•		
B.203L.F	LEVEL 3 PARTIAL PLAN AREA L - FLOOR	1/8" = 1'-0"	•	•		
B.203L.M	LEVEL 3 PARTIAL PLAN AREA L - CEILING	1/8" = 1'-0"	•	•		
B.204	LEVEL 4 OVERALL PLAN	1/64" = 1'-0"	•	•		
B.204D.F	LEVEL 4 PARTIAL PLAN AREA D - FLOOR	1/8" = 1'-0"	•	•		
B.204F.F	LEVEL 4 PARTIAL PLAN AREA F - FLOOR	1/8" = 1'-0"	•	•		
B.204H.F	LEVEL 4 PARTIAL PLAN AREA H - FLOOR	1/8" = 1'-0"	•	•		
B.204J.F	LEVEL 4 PARTIAL PLAN AREA J - FLOOR	1/8" = 1'-0"	•	•		
B.204K.F	LEVEL 4 PARTIAL PLAN AREA K - FLOOR	1/8" = 1'-0"	•	•		
B.301	SECTIONS	1/4" = 1'-0"	•	•		
B.302	SECTIONS	1/4" = 1'-0"		•		
B.601	STAGING		•	•		
B.602	STAGING		•	•		
B.603	STAGING		•	•		
B.603	STAGING		•	•		
B.605	STAGING		•	•		
B.606	STAGING		•	•		
B.607	STAGING		•	•		
B.608	STAGING		•	•		
B.609	STAGING		•	•		
B.610	STAGING			•		
B.611	STAGING			•		
B.612	STAGING			•		
B.613	STAGING			•		
B.801	TYPICAL DETAILS CONVEYOR LOADING DIAGRAMS	AS NOTED	•	•		
B.802	TYPICAL DETAILS CONVEYOR LOADING DIAGRAMS	AS NOTED	•	•		
ASK-8062	LEVEL 1 TSA-BHS SPACES	NTS		•		
ASK-8063	LEVEL 2 TSA-BHS SPACES	NTS		•		
ASK-8064	LEVEL 3 TSA-BHS SPACES	NTS		•		
ASK-8065	LEVEL 4 TSA-BHS SPACES	NTS		•		

SECTION 00 15 00

DRAWING LIST

GENERAL

G-001	COVER SHEET
G-002	DRAWING LIST AND GENERAL NOTES
G-003	LEGENDS, SYMBOLS AND ABBREVIATIONS

AIRSIDE

AP-001	EXISTING AIRCRAFT PARKING LAYOUT FOR GATE 1
AP-002	NEW AIRCRAFT PARKING LAYOUT FOR GATE 1
AP-003	STRIPING REMOVAL PLAN
AP-004	STRIPING INSTALLATION PLAN
AP-005	STRIPING SPECIFICATIONS AND DETAILS

CIVIL

C-0200	CIVIL LOCATION PLAN
C-0300	CIVIL PART PLAN FRAME LOCATIONS
C-0400	CIVIL GENERAL NOTES
C-0500	CIVIL LEGEND
C-1000	CIVIL EXISTING SITE PLAN
C-1100	CIVIL TOPOGRAPHIC SURVEY REQUIREMENTS
C-1200	CIVIL REMOVALS
C-1300	CIVIL PAVEMENT, STRIPING, BARRIERS & FENCING
C-2000	UTILITIES EXISTING UTILITIES (COMBINED)
C-2100	UTILITIES UTILITY INVESTIGATION REQUIREMENTS
C-2200	UTILITIES ELECTRIC
C-2300	UTILTIES COMMUNICATIONS
C-2400	UTILITIES SANITARY
C-2500	UTILITIES WATER
C-2600	UTILITIES GAS
C-2700	UTILITIES KIAC / TDS
C-2800	UTILITIES HYDRANT FUELING
C-2900	UTILITIES STORMWATER
C-3100	GEOTECHNICS GEOTECHNICAL INVESTIGATION REQUIREMENTS
C-4100	CIVIL DETAILS SHEET 1 OF 3
C-4110	CIVIL DETAILS SHEET 2 OF 3
C-4120	CIVIL DETAILS SHEET 3 OF 3
C-4200	UTILITIES DETAILS SHEET 1 OF 3
C-4210	UTILITIES DETAILS SHEET 2 OF 3
C-4220	UTILITIES DETAILS SHEET 3 OF 3

Copyright © Skidmore, Owings & Merrill LLP 2009

DEMOLITION

D-001	DEMOLITION KEY PLAN
D-101A	TERMINAL 4 DEMOLITION PLANS
D-101C	TERMINAL 3 DEMOLITION PLANS

ARCHITECTURE

A-001	EGRESS PLAN
A-101	GROUND LEVEL OVERALL PLAN
A-101A	GROUND LEVEL PARTIAL PLANS - AREA A
A-101B	GROUND LEVEL PARTIAL PLAN - AREA B
A-101C	GROUND LEVEL PARTIAL PLAN - AREA C
A-102	MAIN LEVEL OVERALL PLAN
A-102A	MAIN LEVEL PARTIAL PLANS - AREA A
A-102B	MAIN LEVEL PARTIAL PLAN - AREA B
A-102C	MAIN LEVEL PARTIAL PLAN - AREA C
A-103	ROOF LEVEL OVERALL PLAN
A-103A	ROOF LEVEL PARTIAL PLANS - AREA A
A-103B	ROOF LEVEL PARTIAL PLAN - AREA B
A-103C	ROOF LEVEL PARTIAL PLAN - AREA C
A-201	OVERALL ELEVATIONS
A-202	PARTIAL ELEVATIONS
A-203	PARTIAL ELEVATIONS
A-251	SECTIONS
A-351	ENLARGED STAIR PLANS AND SECTIONS
A-352	STAIR DETAILS AND STAIR ENCLOSURE DTLS
A-353	STAIR DETAILS AND STAIR ENCLOSURE DTLS
A-355	MOVING WALKWAY SECTIONS AND DETAILS
A-360	ENLARGED PLANS & SECTIONS AT EXIST. TERMINALS
A-401A	REFLECTED CEILING PLAN - EXTERIOR SOFFIT - AREA A
A-401B	REFLECTED CEILING PLAN - EXTERIOR SOFFIT - AREA B
A-401C	REFLECTED CEILING PLAN - EXTERIOR SOFFIT - AREA C
A-402A	REFLECTED CEILING PLAN - MAIN LEVEL - AREA A
A-402B	REFLECTED CEILING PLAN - MAIN LEVEL - AREA B
A-402C	REFLECTED CEILING PLAN - MAIN LEVEL - AREA C
A-501	EXTERIOR WALL SECTIONS
A-502	EXTERIOR WALL DETAILS
A-503	EXTERIOR DETAILS
A-521	EXPANSION JOINT DETAILS
A-601	PARTIAL INTERIOR ELEVATIONS
A-602	PARTIAL INTERIOR ELEVATIONS
A-603	PARTIAL INTERIOR ELEVATIONS
A-701	PARTITION TYPES, DOOR & FRAME TYPES
A-702	DOOR DETAILS
A-710	INTERIOR DETAILS
A-711	INTERIOR DETAILS

Copyright © Skidmore, Owings & Merrill LLP 2009

WAYFINDING

W-102A	WAYFINDING AND SIGNAGE CONNECTOR, AREA A
W-102B	WAYFINDING AND SIGNAGE CONNECTOR, AREA B
W-102C	WAYFINDING AND SIGNAGE CONNECTOR, AREA C
W-200	WAYFINDING INTRODUCTION: COLOR & TYPOGRAPHY
W-201	WAYFINDING INTRODUCTION: PICTOGRAMS
W-202	WAYFINDING INTRODUCTION: LAYOUTS
W-203	WAYFINDING GRAPHICS: SIGN TYPES
W-204	WAYFINDING GRAPHICS: DIRECTIONALS
W-205	WAYFINDING GRAPHICS: PLAQUES

STRUCTURAL

S-001	STRUCTURAL SYSTEM DESCRIPTION
S-002	GENERAL NOTES, ABBREVIATIONS AND SYMBOLS
S-003	LOADING DIAGRAMS
S-004	STRUCTURAL NOTES
S-005	FOUNDATION SYSTEM DESCRIPTION AND NOTES AND EXCAVATION NOTES
S-101A	FOUNDATION PARTIAL PLAN - AREA A
S-101B	FOUNDATION PARTIAL PLAN - AREA B
S-101C	FOUNDATION PARTIAL PLAN - AREA C
S-102A	MAIN LEVEL PARTIAL PLAN - AREA A
S-102B	MAIN LEVEL PARTIAL PLAN - AREA B
S-102C	MAIN LEVEL PARTIAL PLAN - AREA C
S-103A	ROOF LEVEL PARTIAL PLAN - AREA A
S-103B	ROOF LEVEL PARTIAL PLAN - AREA B
S-103C	ROOF LEVEL PARTIAL PLAN - AREA C
S-200	CONNECTOR BRIDGE AND TRUSS ELEVATIONS
S-201	CONNECTOR BRIDGE AND TRUSS ELEVATIONS
S-300	FOUNDATION SCHEDULES, SECTIONS AND DETAILS
S-301	FOUNDATION SCHEDULES, SECTIONS AND DETAILS
S-400	METAL DECK AND PRECAST CONCRETE DETAILS, NOTES AND SCHEDULES
S-500	TYPICAL STRUCTURAL STEEL SECTIONS AND DETAILS
S-501	COLUMN SCHEDULE AND DETAILS
S-502	COLUMN SCHEDULE AND DETAILS
S-503	COLUMN SCHEDULE AND DETAILS
S-504	TYPICAL TRUSS DETAILS
S-505	TYPICAL TRUSS DETAILS

MECHANICAL

M-001	HVAC SCOPE OF WORK, SYMBOLS LIST AND SCHEDULES
M-002	HVAC SEQUENCE OF OPERATION
M-102	HVAC MAIN LEVEL OVERALL PLAN
M-102A	HVAC MAIN LEVEL PARTIAL PLANS - AREA A
M-102B	HVAC MAIN LEVEL PARTIAL PLAN - AREA B
M-102C	HVAC MAIN LEVEL PARTIAL PLAN - AREA C
M-103	HVAC ROOF LEVEL OVERALL PLAN
M-103A	HVAC ROOF LEVEL PARTIAL PLANS - AREA A

Copyright © Skidmore, Owings & Merrill LLP 2009

M-103B	HVAC ROOF LEVEL PARTIAL PLAN - AREA B
M-500	HVAC SECTION SHEET #1
M-501	HVAC SECTION SHEET #2
M-600	HVAC DETAILS SHEET #1

ELECTRICAL

E-001	ELECTRICAL SYMBOL LISTS AND SCHEDULES
E-101	ELECTRICAL GROUND LEVEL OVERALL PLAN
E-101A-L	ELECTRICAL GROUND LEVEL LIGHTING PART PLANS AREA A
E-101B-L	ELECTRICAL GROUND LEVEL LIGHTING PART PLAN AREA B
E-101C-L	ELECTRICAL GROUND LEVEL LIGHTING PART PLAN AREA C
E-102	ELECTRICAL MAIN LEVEL OVERALL PLAN
E-102A-F	ELECTRICAL MAIN LEVEL FIRE ALARM PART PLANS AREA A
E-102A-L	ELECTRICAL MAIN LEVEL LIGHTING PART PLANS AREA A
E-102A-P	ELECTRICAL MAIN LEVEL POWER PART PLANS AREA A
E-102B-F	ELECTRICAL MAIN LEVEL FIRE ALARM PART PLAN AREA B
E-102B-L	ELECTRICAL MAIN LEVEL LIGHTING PART PLAN AREA B
E-102B-P	ELECTRICAL MAIN LEVEL POWER PART PLAN AREA B
E-102C-F	ELECTRICAL MAIN LEVEL FIRE ALARM PART PLAN AREA C
E-102C-L	ELECTRICAL MAIN LEVEL LIGHTING PART PLAN AREA C
E-102C-P	ELECTRICAL MAIN LEVEL POWER PART PLAN AREA C
E-102F-P	ELECTRICAL T4 BLDG. POWER PART PLANS AREA F
E-103-LT	ELECTRICAL ROOF LEVEL OVERALL LIGHTING PART PLAN
E-103-P	ELECTRICAL ROOF LEVEL OVERALL POWER PART PLAN
E-500	ELECTRICAL PARTIAL POWER RISER DIAGRAM
E-501	ELECTRICAL FIRE ALARM RISER DIAGRAM
E-600	ELECTRICAL LIGHTNING PROTECTION DETAILS
E-601	ELECTRICAL DETAILS

PLUMBING

P-100	PLUMBING SCOPE OF WORK AND SYMBOLS
P-101	PLUMBING GROUND LEVEL OVERALL PLAN
P-101A	PLUMBING GROUND LEVEL PARTIAL PLANS-AREA A
P-101B	PLUMBING GROUND LEVEL PARTIAL PLAN-AREA B
P-101C	PLUMBING GROUND LEVEL PARTIAL PLAN-AREA C
P-102	PLUMBING MAIN LEVEL OVERALL PLAN
P-102A	PLUMBING MAIN LEVEL PARTIAL PLANS-AREA A
P-102B	PLUMBING MAIN LEVEL PARTIAL PLAN-AREA B
P-102C	PLUMBING MAIN LEVEL PARTIAL PLAN-AREA C
P-103	PLUMBING ROOF LEVEL OVERALL PLAN
P-103A	PLUMBING ROOF LEVEL PARTIAL PLANS-AREA A
P-103B	PLUMBING ROOF LEVEL PARTIAL PLANS-AREA B
P-103C	PLUMBING ROOF LEVEL PARTIAL PLAN-AREA C
P-500	PLUMBING SECTION, RISER, AND DETAILS

Copyright © Skidmore, Owings & Merrill LLP 2009

FIRE PROTECTION

FP-100	FIRE PROTECTION SCOPE OF WORK, AND SYMBOLS
FP-101	FIRE PROTECTION GROUND LEVEL OVERALL PLAN
FP-101A	FIRE PROTECTION GROUND LEVEL PARTIAL PLANS-AREA A
FP-101B	FIRE PROTECTION GROUND LEVEL PARTIAL PLAN-AREA B
FP-101C	FIRE PROTECTION GROUND LEVEL PARTIAL PLAN-AREA C
FP-102.1	FIRE PROTECTION MAIN LEVEL OVERALL PLAN (UPPER SPRINKLERS)
FP-102.1A	FIRE PROTECTION MAIN LEVEL PARTIAL PLANS (UPPER SPRINKLERS)-AREA A
FP-102.1B	FIRE PROTECTION MAIN LEVEL PARTIAL PLAN (UPPER SPRINKLERS)-AREA B
FP-102.1C	FIRE PROTECTION MAIN LEVEL PARTIAL PLAN (UPPER SPRINKLERS)-AREA C
FP-102.2	FIRE PROTECTION MAIN LEVEL OVERALL PLAN (LOWER SPRINKLERS)
FP-102.2A	FIRE PROTECTION MAIN LEVEL PARTIAL PLANS (LOWER SPRINKLERS)-AREA A
FP-102.2B	FIRE PROTECTION MAIN LEVEL PARTIAL PLAN (LOWER SPRINKLERS)-AREA B
FP-103	FIRE PROTECTION OVERALL ROOF PLANS
FP-103A	FIRE PROTECTION ROOF LEVEL PARTIAL PLANS-AREA A
FP-103B	FIRE PROTECTION ROOF LEVEL PARTIAL PLAN-AREA B
FP-500	FIRE PROTECTION SECTIONS, RISERS AND DETAILS

Copyright © Skidmore, Owings & Merrill LLP 2009

DOCUMENT DATE

* **ARUP Ove Arup & Partners Consulting Engineers**
^^ **Aero Systems Engineering**
\+ **Argus Consulting**
++ **BNP Associates**
\# **VDA Van Deusen & Associates**

VOLUMES 1, 2, 3, 4
TABLE OF CONTENTS

VOLUME 1- Divisions 1, 2 and 3

DRAWING LIST

Section 00 15 00	***Drawing List***	***June 11, 2010***

BIDDING REQUIREMENTS

Invitation to Bid		Not Issued
Section 00 20 00	Instructions to Bidders	Not Issued
Section 00 41 00	Bid Form	Not Issued

CONDITIONS OF THE CONTRACT

ACA582GC	General Conditions of the Contract for Construction April, 1991 (Format revision 4/95)	Not Issued

GENERAL REQUIREMENTS SUBGROUP

DIVISION 01 – GENERAL REQUIREMENTS

Section 01 11 00	Summary of Work	Not Issued
Section 01 21 00	Allowances	Not Issued
Section 01 23 00	Alternates	Not Issued
Section 01 26 00	Contract Modification Procedures	Not Issued
Section 01 29 00	***Payment Procedures***	***Not Issued***
Section 01 31 00	Project Management and Coordination	Not Issued
Section 01 32 00	Construction Progress Documentation	Not Issued

Copyright © Skidmore, Owings & Merrill LLP 2010

			DOCUMENT DATE
	Section 01 33 00	Submittal Procedures	Not Issued
	Section 01 35 16	Alteration Project Procedures	Not Issued
	Section 01 42 00	References	Not Issued
	Section 01 45 00	Quality Control	Not Issued
	Section 01 50 00	Temporary Facilities and Controls	Not Issued
	Section 01 50 50	***Construction Waste Management***	***Not Issued***
	Section 01 60 00	Product Requirements	Not Issued
	Section 01 70 00	Execution and Closeout Requirements	Not Issued
	Section 01 85 00	Airport Construction ***and Security*** Procedures	Not Issued

FACILITY CONSTRUCTION SUBGROUP

DIVISION 02 – SITEWORK

*	Section 02050	Demolition and Disposal	June 11, 2010
*	Section 02073	Cutting, Patching and Removals	June 11, 2010
*	Section 02101	Clearing and Grubbing Non Landscape Areas	June 11, 2010
*	Section 02110	Demolition Work	June 11, 2010
*	Section 02145	Dewatering	June 11, 2010
*	Section 02150	Slabjacking of Concrete Slabs	June 11, 2010
*	Section 02164	Prestressed Soil and Rock Anchors	June 11, 2010
*	Section 02168	Slurry Walls	June 11, 2010
*	Section 02221	Excavation, Backfilling and Filling	June 11, 2010
*	Section 02228	Instrumentation for Settlement and Ground Water Observations	June 11, 2010
*	Section 02230	Hydraulic Fill	June 11, 2010
*	Section 02231	Aggregate Base Course	June 11, 2010
~~*~~	~~Section 02232~~	~~Recycled Concrete Aggregate Base Course (Alt)~~	~~June 11, 2010~~
~~*~~	~~Section 02233~~	~~Open Graded Aggregate Base Course~~	~~June 11, 2010~~

Copyright © Skidmore, Owings & Merrill LLP 2010

			DOCUMENT DATE
*	Section 02241	Lime-Cement-Flyash Stabilized Fill Sand Base	June 11, 2010
*	Section 02248	High-Strength Geotextile	June 11, 2010
*	Section 02272	Soil Erosion and Sediment Control	June 11, 2010
*	Section 02274	Geotextiles	June 11, 2010
*	Section 02355	Pile Load Test Static Axial Compressive	June 11, 2010
*	Section 02356	Dynamic Pile Testing	June 11, 2010
*	Section 02357	Pile Load Testing - Static Axial Tensile (Uplift)	June 11, 2010
*	Section 02358	Pile Load Test - Lateral Loads	June 11, 2010
*	Section 02366	Steel Sheet Piling	June 11, 2010
+	Section 02441	Utility Casings	June 11, 2010
*	Section 02455	Driven Piles	June 11, 2010
*	Section 02501	Silane Sealer	June 11, 2010
*	Section 02504	Polymer Concrete Patching	June 11, 2010
*	Section 02506	Concrete Pavement Patching	June 11, 2010
*	Section 02507	Pavement Crack Sealing	June 11, 2010
*	Section 02509	Rapid Set Concrete with Latex and Latex with Steel Fibers	June 11, 2010
*	Section 02512	Fibrous Concrete Overlay Pavement	June 11, 2010
*	Section 02513A	Portland Cement Concrete Paving	June 11, 2010
*	Section 02513B	Cement Stabilized Subbase	June 11, 2010
*	Section 02517	Concrete Pavers	June 11, 2010
*	***Section 02521***	***Econocrete Base Course***	***June 11, 2010***
*	Section 02545	Aeronautical Pavement Grooving and Regrooving	June 11, 2010
*	Section 02551	Asphalt Concrete Paving	June 11, 2010
*	Section 02555	Asphalt Bond Coat	June 11, 2010
*	Section 02557	Coal Tar Epoxy Sealcoat	June 11, 2010
*	Section 02561	Asphalt Concrete Paving (FAA)	June 11, 2010

Copyright © Skidmore, Owings & Merrill LLP 2010

			DOCUMENT DATE
*	Section 02563	Latex Modified Asphalt Concrete Paving with Blended Bitumen (FAA)	June 11, 2010
*	Section 02564	Asphalt Concrete Paving with Blended Bitumen (FAA)	June 11, 2010
*	Section 02566	Asphalt Concrete Drainage Mix	June 11, 2010
*	Section 02567	Asphalt Concrete Paving Membrane (FAA)	June 11, 2010
*	Section 02569	Rubberized Coal Tar Emulsion Sealcoat	June 11, 2010
*	Section 02570	Kerf Cuts for Drainage	June 11, 2010
*	Section 02571	Kerf Cuts for Electrical Conduits	June 11, 2010
*	Section 02574	Abrasive Blasting of Pavements	June 11, 2010
*	Section 02575	Pavement Milling	June 11, 2010
*	Section 02576	Grit Tar Slurry Sealcoat	June 11, 2010
*	Section 02578	Pavement Joint Sealing (1996)	June 11, 2010
*	Section 02578A	Pavement Joint Sealing (1997)	June 11, 2010
*	Section 02579	Emulsified Asphalt Slurry Sealcoat	June 11, 2010
*	Section 02583	High Performance Concrete Overlay Pavement	June 11, 2010
*	Section 02588	Traffic Paint Pavement Markings	June 11, 2010
*	Section 02610	Exterior Sanitary Sewer System	June 11, 2010
*	Section 02665	Exterior Water Supply System - Ductile Iron Pipe	June 11, 2010
*	Section 02711	Subdrainage System	June 11, 2010
*	Section 02720	Manholes and Drainage Structure	June 11, 2010
*	Section 02721	Storm Drainage System - Reinforced Concrete Pipe (Inflt/Exflt testing required)	June 11, 2010
*	Section 02722	Storm Drainage System - Reinforced Concrete Pipe (Inflt/Exflt testing not required)	June 11, 2010
*	Section 02731	Storm Drainage System - Ductile Iron Pipe	June 11, 2010
*	Section 02750	Vertical Wick Drains	June 11, 2010
*	Section 02765	Cleaning Storm Drainage and Sanitary Sewer Systems	June 11, 2010
*	Section 02844	Temporary Concrete Barrier	June 11, 2010

Copyright © Skidmore, Owings & Merrill LLP 2010

			DOCUMENT DATE
*	Section 02846	Temporary Water-Filled Barrier	June 11, 2010
*	Section 02894	Handling, Treatment and Disposal of Non-Hazardous Soil Materials (NY)	June 11, 2010
*	Section 02930	Seeding (Hydro-Mulch & Dust Retardant)	June 11, 2010
*	Section 02999	Water Quality Device	June 11, 2010
~~*~~	~~Section 02 35 60~~	~~Dynamic Pile Testing~~	~~June 11, 2010~~
~~*~~	~~Section 02 45 50~~	~~Driven Piles~~	~~June 11, 2010~~
DIVISION 03 – CONCRETE			
*	Section 03100	Concrete Formwork	June 11, 2010
*	Section 03200	Concrete Reinforcement	June 11, 2010
*	Section 03300	Cast-In-Place Concrete	June 11, 2010
*	Section 03400	Precast Structural Concrete	June 11, 2010
*	Section 03730	Concrete Spall Repairs	June 11, 2010
*	Section 03734	Concrete Crack Repairs	June 11, 2010
*	Section 03740	Acrylic Concrete Sealer	

VOLUME 2- Divisions 4, 5, 6, 7, 8, 9, 10, 11 and 12

DIVISION 04 – MASONRY			
	Section 04 20 00	Unit Masonry	June 11, 2010
	~~Section 04 30 00~~	~~Stonework~~	~~June 11, 2010~~
DIVISION 05 – METALS			
*	Section 05120	Structural Steel	June 11, 2010
*	Section 05300	Metal Decking	June 11, 2010
*	Section 05506	Miscellaneous Steel	June 11, 2010
*	Section 05610	Exterior Steel Platforms, Stairs and Railings	June 11, 2010
	Section 05 40 00	Cold-Formed Metal Framing	June 11, 2010
	Section 05 55 00	Metal Fabrications	June 11, 2010

Copyright © Skidmore, Owings & Merrill LLP 2010

		DOCUMENT DATE
Section 05 60 00	Metal Stairs	June 11, 2010
Section 05 70 00	Decorative Metal	June 11, 2010
Section 05 80 00	Architectural Formed Metal	June 11, 2010
DIVISION 06 – WOOD, PLASTICS AND COMPOSITES		
Section 06 10 00	Rough Carpentry	June 11, 2010
Section 06 40 00	Architectural Woodwork	June 11, 2010
DIVISION 07 – THERMAL AND MOISTURE PROTECTION		
Section 07 13 00	Sheet Waterproofing	June 11, 2010
Section 07 17 00	Bentonite Waterproofing	June 11, 2010
Section 07 23 00	Building Insulation	June 11, 2010
Section 07 52 00	Modified Bituminous Membrane Roofing	June 11, 2010
Section 07 62 00	Sheet Metal Flashing and Trim	June 11, 2010
Section 07 65 00	Flexible Flashing	June 11, 2010
Section 07 70 00	Roof and Wall Specialties and Accessories	June 11, 2010
Section 07 81 00	Applied Fireproofing	June 11, 2010
Section 07 84 00	Firestopping	June 11, 2010
Section 07 92 00	Joint Sealants	June 11, 2010
Section 07 95 13	Expansion Joint Cover Assemblies	June 11, 2010
DIVISION 08 - OPENINGS		
Section 08 03 50	Exterior Wall, General	June 11, 2010
Section 08 11 13	Hollow Metal Doors and Frames	June 11, 2010
Section 08 31 00	Access Doors and Panels	June 11, 2010
Section 08 33 00	Exterior Coiling Doors	June 11, 2010
Section 08 33 10	High Speed Roll Up Doors	June 11, 2010
Section 08 33 20	***Side Acting Fire and Smoke Rated Doors with Integral Egress Doors***	***June 11, 2010***
Section 08 33 36	Side Coiling Security Grilles	June 11, 2010

Copyright © Skidmore, Owings & Merrill LLP 2010

			DOCUMENT DATE
	Section 08 44 00	Curtain Wall and Glazed Assemblies	June 11, 2010
	Section 08 70 00	Hardware	June 11, 2010
	Section 08 70 10	Hardware Set Schedule	June 11, 2010
	Section 08 80 00	Glazing	June 11, 2010
	Section 08 81 00	***Interior Metal and Glass Systems***	***June 11, 2010***
	Section 08 91 00	Louvers	June 11, 2010
DIVISION 09 – FINISHES			
	Section 09 21 17	Gypsum Board Systems	June 11, 2010
	Section 09 27 13	Glass-Fiber-Reinforced Plaster Fabrications	June 11, 2010
	Section 09 30 00	Tiling	June 11, 2010
	Section 09 51 00	Acoustical Ceilings	June 11, 2010
	Section 09 65 00	Resilient Flooring	June 11, 2010
	Section 09 66 00	Terrazzo Flooring	June 11, 2010
	Section 09 67 00	Fluid Applied Flooring	June 11, 2010
	Section 09 68 00	Carpeting	June 11, 2010
	Section 09 69 00	Access Flooring	June 11, 2010
	Section 09 91 00	Painting	June 11, 2010
DIVISION 10 – SPECIALTIES			
*	Section 10 14 00	Signage	June 11, 2010
*	Section 10 14 50	Signage Schedule	June 11, 2010
	Section 10 21 13	Toilet Compartments	June 11, 2010
	Section 10 26 00	Protective Wall Treatment Panels	June 11, 2010
	Section 10 28 13	Toilet Accessories	June 11, 2010
	Section 10 52 20	~~Fire Hose Cabinets~~ ***Fire Extinguisher, Cabinets and Accessories***	***June 11, 2010***

Copyright © Skidmore, Owings & Merrill LLP 2010

DOCUMENT DATE

DIVISION 11 – EQUIPMENT

	~~Section 11 76 00~~	~~Miscellaneous Equipment~~	~~Not Issued~~

DIVISION 12 – FURNISHINGS– NOT USED

VOLUME 3- Divisions 13, 14, 15, 16, 21, 22, 23 and 25

DIVISION 13 – SPECIAL CONSTRUCTION

+	Section 13950	Aviation Fuel System Pipe, Fittings and Installation	June 11, 2010
+	Section 13951	Aviation Fuel System Excavation, Bedding, and Backfill	June 11, 2010
+	Section 13952	Aviation Fuel System Piping Specialties	June 11, 2010
+	Section 13953	Aviation Fuel System General Valves	June 11, 2010
+	Section 13954	Aviation Fuel System Service Pits and Access Covers	June 11, 2010
+	Section 13955	Aviation Fuel System Coatings	June 11, 2010
+	Section 13956	Aviation Fuel System Inspection, Testing and Flushing	June 11, 2010
+	***Section 13957***	***Aviation Fuel System Control Valves***	***June 11, 2010***
+	Section 13999	Aviation Fuel System Description of Operation	June 11, 2010

DIVISION 14 – CONVEYING EQUIPMENT

#	Section 14 24 00	Hydraulic Elevators	June 11, 2010
	Section 14 27 13	Elevator Cab Finishes	Not Issued
#	***Section 14 31 00***	***Escalators***	***June 11, 2010***
#	Section 14 32 00	Moving Walks	June 11, 2010
~~#~~	~~Section 14 42 00~~	~~Wheel Chair Lifts~~	~~June 11, 2010~~

DIVISION 15 – MECHANICAL (Refer to DIVISION 22 PLUMBING and DIVISION 23 HVAC specification sections)

"	Section 15590	Fuel Oil Equipment	June 11, 2010
^^	Section 15730	DX Point-of-Use Preconditioned Air units	June 11, 2010
^^	Section 15845	Aircraft Potable Water Cabinet	June 11, 2010
^^	Section 15846	Apron Drive Passenger Boarding Bridge	June 11, 2010

 Copyright © Skidmore, Owings & Merrill LLP 2010

(d) Without limiting Delta's obligations expressly stated herein, Delta shall be bound by, subject to, and obligated to comply with, and perform, all of the terms and provisions of the Port/IAT Lease as the same relate to Delta's performance of its obligations and exercise of its rights under this Agreement, including Delta's construction of the Phase I IAT Project, Delta's occupancy and use of Terminal 4 (including the Delta Premises or portions thereof) and Delta's operations and activities at the Airport in, on or from Terminal 4 (including the Delta Premises), as if Delta were the lessee under the Port/IAT Lease, including the obligations of the lessee under the Port/IAT Lease with respect to compliance with applicable Law, compliance with Port Authority Rules and Regulations, the conduct of prohibited activities and operations, rights of entry and non-discrimination, it being understood that, (i) Delta shall have no obligation to pay any rental, additional rental (including any acceleration of the principal of or interest on the Bonds), fees, charges or payments required to be paid by IAT under the Port/IAT Lease, except for Delta's share thereof to be paid by Delta to IAT as expressly provided in this Agreement; (ii) other than as expressly provided in Section 21.04 (regarding insurance carried by Delta) or in Section 24.01 (regarding indemnification obligations of Delta), Delta shall have no obligation to perform any work, labor or services with respect to any restoration after any damage, destruction or condemnation; (iii) other than with respect to the payment of Rent and as provided in Section 36.03 (regarding attornment obligations by Delta), Delta shall have no obligation to make any payments to be made or perform any obligations to be performed by IAT under the Port/IAT Lease; (iv) other than in respect of the payment of Rent, as provided in Section 36.03 (regarding attornment obligations by Delta), and in respect to completion of the Phase I IAT Project pursuant to Article 6, Delta shall have no obligation or liability under the Port/IAT Lease for any failure of IAT to pay or perform any of its obligations under the Port/IAT Lease or for any other act or omission of, or undertaking by, IAT or any other Person, or for any financial or other consequences arising therefrom to the extent that such failure or non-performance by IAT is not due to the failure or non-performance by Delta of any of its obligations hereunder; and (v) other than as expressly provided in Article 34 and in connection with payment of Delta's Share of ATA Permitted Remediation Costs pursuant to Section 5.01(f), Section 7.05, Section 34.01 and Section 34.04(d), Delta shall have no other environmental obligations or liabilities under the Port/IAT Lease.

(e) The Port Authority shall have the right, throughout the Term, as a third-party beneficiary to enforce directly against Delta the obligations of Delta under this Agreement with respect to any part of Terminal 4.

(f) Delta shall indemnify and hold harmless the Port Authority, the City and the Trustee[s] and their respective commissioners (if any), directors, officers, employees, agents and representatives, as third-party beneficiaries under this Agreement, from and against (and shall reimburse the Port Authority, the City and the Trustee[s] for their respective costs and expenses, including legal expenses incurred in connection with the defense of) all claims and demands (including claims and demands in respect of death, personal injury or property damage) arising out of the use or occupancy of the Delta Premises by Delta, or by others with Delta's consent, or out of any other acts or omissions of Delta, its officers, representatives, agents, contractors and employees on the Delta Premises or elsewhere at the Airport, and its guests, invitees and its business visitors on the Delta Premises, or out of the acts or omissions of others on the Delta Premises with Delta's consent, including claims and demands of the City

for indemnification arising by operation of law or the Basic Lease. Delta 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, its commissioners, officers, agents or employees, 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. Notwithstanding anything to the contrary in this paragraph, the provisions of this paragraph shall not apply to (i) claims and demands arising out of the sole gross negligence or willful misconduct of the Port Authority, or (ii) claims and demands arising out of the sole gross negligence or willful misconduct of the Trustee[s] and its directors, officers, employees, contractors, agents, representatives, guests, invitees and business visitors; but shall apply to claims and demands arising out of Assumed Environmental Damages, and claims and demands arising out of Delta's breach of its environmental obligation governed by Article 34.

(g) Notwithstanding anything to the contrary herein, if this Agreement has not theretofore terminated or expired, this Agreement shall terminate and expire as to Delta's rights to use and occupy the Delta Premises without notice to Delta or IAT, on the day preceding the expiration date or earlier termination of the Port/IAT Lease, or on such earlier date as IAT and the Port Authority (with the prior written consent of the Trustee[s], if required) may agree or on the effective date of any revocation of the Port Authority Consent to Sublease, *provided that*, (i) this Agreement shall not terminate or expire in connection with any assignment or foreclosure of the Port/IAT Lease, or the execution of a New Lease, by the Trustee[s] pursuant to Section 23 of the Port/IAT Lease, notwithstanding any intervening termination or expiration of the Port/IAT Lease; and (ii) this Agreement shall not terminate or expire if (A) the Port/IAT Lease is replaced by a Replacement Lease from the City, the Port Authority or any other Person having the right to lease Terminal 4, as Lessor Party, to IAT, as lessee, and (B) if applicable, the Basic Lease is replaced by a Replacement Lease from the City, as Lessor Party, to the Port Authority or any other Person who executes a Replacement Lease pursuant to clause (A), as lessee. If the Port/IAT Lease is replaced by a Replacement Lease pursuant to clause (A), all references herein to the "Port/IAT Lease" shall thereafter be deemed to refer to such Replacement Lease, and all references herein to the "Port Authority" as the Lessor Party under the Port/IAT Lease shall thereafter be deemed to refer to the Lessor Party under such Replacement Lease. If the Basic Lease is replaced by a Replacement Lease pursuant to clause (B), all references herein to the "Basic Lease" shall thereafter be deemed to refer to such Replacement Lease, and all references herein to the "City" as the lessor under the Basic Lease shall thereafter be deemed to refer to the Lessor Party under such Replacement Lease.

(h) Except with respect to Delta Affiliate Carriers, Delta shall not sub-sublease all or any portion of the Delta Premises without the prior written consent of the Port Authority.

(i) Delta shall not make any payment of Rent payable under this Agreement more than one month in advance, except as provided in this Agreement.

(j) Delta shall not perform, and shall cause its Sublessees not to perform, any activities or services at the Airport for which the Port Authority requires the payment of fees and/or the issuance of a Port Authority permit, unless Delta pays such required fees and/or obtains such required permit.

(k) In the event that IAT terminates the Port/IAT Lease pursuant to Section 65(a) thereof, Delta shall have the right to terminate this Agreement upon not less than 30 days' prior written notice to IAT and, if Delta exercises such right to terminate this Agreement, this Agreement shall expire and terminate upon the Termination Date specified in Delta's termination notice.

Section 5.02. *Transaction Documents.* (a) IAT shall comply with all of the provisions of the Transaction Documents executed and delivered by IAT to the extent such provisions are binding upon IAT, subject at all times to any waivers or modifications thereof that may be granted by the Port Authority or other relevant parties from time to time that are not inconsistent with the provisions of Section 5.02(b); in each case, if the noncompliance therewith would result in a Material Adverse Effect, other than if such noncompliance is due to Delta's or its Affiliates' or Sublessees' actions or omissions.

(b) Without Delta's prior written consent in each case, IAT shall not do any of the following if such act would result in a Material Adverse Effect on Delta: (i) consent to any amendment, supplement, termination, waiver or other modification of any of the terms, covenants, agreements, conditions or other provisions of the Bond Documents and other Transaction Documents, or (ii) take (or fail to take) any other action the taking (or failure to take) of which would have the effect of amending, supplementing, terminating, waiving or otherwise modifying any of the terms, covenants, agreements, conditions or other provisions of the Bond Documents or other Transaction Documents, *provided that*, nothing contained in this clause (b) shall prevent IAT from taking any action that is reasonably necessary for IAT to comply with its obligations under the Port/IAT Lease, the Terminal 4 Project Bond Documents and the other Transaction Documents *provided, further, that*, during an Event of Default, Delta's consent shall not be required to an amendment, supplement, termination, waiver or other modification to the Bond Documents or other Transaction Documents unless the primary purpose of such amendment, supplement, termination, waiver or other modification is not related to a legitimate business purpose, but rather to disadvantage Delta during an Event of Default. IAT shall deliver to Delta copies of initial drafts of any and all proposed amendments, supplements, terminations, waivers or other modifications with respect to the Bond Documents and any other Transaction Documents as promptly as practicable but in no event later than ten (10) Business Days after IAT furnishes or receives any such proposed amendment, supplement, termination, waiver or other modification (but in all instances at least ten (10) Business Days prior to execution thereof or, in the case of any such proposed amendment, supplement, termination, waiver or other modification that is to be executed by IAT less than ten (10) Business Days after IAT has furnished or received an initial draft thereof, simultaneously with IAT's furnishing or promptly upon IAT's receipt of such initial draft). Delta shall have consultation rights in respect to any proposed amendments, supplements, terminations, waivers or other modifications with respect to the Bond Documents and any other Transaction Documents that could reasonably be expected to have a Material Adverse Effect.

(c) The rights of Delta under this Agreement shall be subject and subordinate to all of the terms, covenants, conditions and provisions of the Bond Documents and the other Transaction Documents and the liens, security interests, pledges, assignments, transfers and hypothecations made by IAT and the Port Authority under the Terminal 4 Project Bond Documents and the other Transaction Documents.

(d) IAT hereby grants to Delta consultation rights in respect of any and all investments made or directed by IAT in respect of the proceeds of the Series 8 Bonds.

(e) Subject to IAT approval, at the request of Delta (i) all or any part of the Bonds may be refinanced on commercially reasonable terms in connection with the financing of the Phase I IAT Project, Phase II and/or Phase III, and (ii) the Series 8 Bonds may be refinanced on commercially reasonable terms at any time. Except as provided in the preceding sentence, any other refinancing of the Series 6 Bonds shall require the approval of IAT (which may be granted or withheld in IAT's sole and absolute discretion) and the approval of Delta if such refinancing would have a Material Adverse Effect on Delta. If the required consent of IAT and Delta has been given as required by the preceding sentence, IAT and Delta shall use reasonable efforts to accomplish any of the foregoing refinancing(s) on commercially reasonable terms subject to consent of the Port Authority, it being understood that any refinancing of all or any part of the Bonds, in any respect, will require approval by the Port Authority.

(f) Delta's consent shall be required for (i) any financing or refinancing of the Terminal 4 Project Bonds that will materially and adversely affect rates and charges payable by Delta or Delta Affiliate Carriers, or (ii) any financing or refinancing of the Terminal 4 Project Bonds that will materially and adversely affect the ability to carry out Phase II and/or Phase III, if such refinancing occurs on or prior to December 31, 2020, or after December 31, 2020 and Delta has delivered a notice approved by IAT indicating its election to proceed with Phase II and Phase III and Delta has commenced design and construction of Phase II and Phase III; *provided that*, during an Event of Default by Delta in respect of Delta's obligations regarding performing the Phase I IAT Project in accordance with Article 6, Delta's consent shall not be required for any financing or refinancing of the Terminal 4 Project Bonds if such financing or refinancing is reasonably necessary for the completion of the Phase I IAT Project, the payment of amounts due in respect of any Phase I IAT Project Construction Contract or the payment of any other amounts or the performance of any other obligations in respect of the Phase I IAT Project.

(g) Upon the delivery by Delta of written notice to IAT that the Phase I IAT Project has been completed substantially in accordance with the terms of Article 6, any balance remaining in respect of proceeds of the Series 8 Bonds (other than amounts retained by the Trustee to pay costs not then due and payable or for which the liability for payment is in dispute or amounts to be retained therein by the Trustee, subject to compliance with Law related to the Tax Exempt Bonds) shall be applied in accordance with the terms of the applicable Bond Documents.

(h) Notwithstanding anything in this Agreement to the contrary, Delta hereby acknowledges and agrees that Delta shall promptly pay over or assign (as applicable) to, or as directed by, IAT (each, a "**Reimbursement Payment**"), for application in accordance with all

applicable provisions of the Port/IAT Lease and the Bond Documents, any amount paid or payable (as the case may be, a "**Reimbursement**") to Delta by the Construction Administrator, any Approved Contractor, any Construction Contractor, any insurance provider, any Governmental Authority or any other Person (as the case may be, a "**Reimbursement Payor**") in respect of any portion or component of the Phase I IAT Project, any trade fixture, equipment or other personal property, or the related construction or installation thereof, in each case that was purchased or financed, in whole or in part, with the proceeds of the Series 8 Bonds (as the case may be, "**Tax Exempt Financed Property**"), including, without limitation, in respect of (i) overpayments by Delta to any such Reimbursement Payor (whether such Reimbursement is paid to Delta in the form of an uncontested refund upon request, in the form of damages awarded in litigation or arbitration, paid to Delta in settlement of a litigation or arbitration claim, or otherwise), (ii) damages awarded in litigation or arbitration, paid to Delta in settlement of a litigation or arbitration claim, or otherwise, relating to any claim Delta may have against any such Reimbursement Payor for breach of contract, in tort or any other cause of action, (iii) insurance proceeds, and (iv) condemnation proceeds; *provided that*, with respect to any Reimbursement made in respect of property not purchased or financed entirely with the proceeds of the Series 8 Bonds, to the extent that such Reimbursement exceeds the amount required to be paid to the Trustee or other any Person pursuant to the Port/IAT Lease or any Transaction Document, Delta may retain a percentage of such excess equal to the percentage of the related Tax Exempt Financed Property that was not purchased or financed, directly or indirectly, with the proceeds of the Series 8 Bonds.

ARTICLE 6.
CONSTRUCTION OF THE PHASE I IAT PROJECT

Section 6.01. *Construction Of The Phase I IAT Project.* (a) Delta hereby covenants and agrees, utilizing the proceeds of the Series 8 Bonds (which shall be made available to Delta for such purposes as provided for herein and in the Series 8 Bond Documents), to diligently design, construct and complete the Phase I IAT Project, in a first-class workmanlike manner, using new, first-class materials and equipment, substantially in accordance and in compliance with the Phase I IAT Project Contract Documents, and in compliance with (i) all applicable Laws, (ii) the Port/IAT Lease, (iii) the Basis of Design, and (iv) applicable Port Authority Rules and Regulations (including the Port Authority's tenant alteration application process). The provisions of Section 18A of the Port/IAT Lease (and other provisions of the Port/IAT Lease that expressly reference or are deemed to reference Section 18A) insofar as they relate to the construction and completion of the 2010 Delta Expansion Project (as defined in the Port/IAT Lease) are hereby incorporated herein by this reference and shall be binding on Delta; *provided that*, other than as expressly provided in Article 34, Delta shall have no other environmental obligations or liabilities under Article 18A of the Port/IAT Lease. Delta shall enter into all Phase I IAT Project Construction Contracts with Approved Contractors in such forms as Delta may determine except that the construction contracts for the Phase I IAT Project shall be fixed priced contracts or guaranteed maximum cost contracts obtained through a competitive bidding process acceptable to Delta and IAT in all respects; *provided, however, that* Delta (with IAT's approval) may select other construction delivery methods or formats for specific portions of the Phase I IAT Project. Delta and IAT have appointed the Construction Administrator for coordinating the design and construction of the Phase I IAT Project pursuant to the Construction Administration Services Agreement.

(b) The Phase I IAT Project shall be designed and constructed to meet Delta's and IAT's requirements and specifications, with quality of construction and finishes matching the quality of construction and finishes in the current Terminal 4 ("**Terminal 4 Standards**") and the Basis of Design, except as otherwise approved by IAT and the Port Authority. However, Delta and IAT agree to cooperate in an effort to satisfy the budgetary constraints set by Delta in consultation with IAT ("**Budgetary Limits**") through modifications to the construction plans and/or specifications, which modifications shall also be consistent with the Terminal 4 Standards and the applicable Basis of Design. The Phase I IAT Project is more particularly described as the "2010 Delta Expansion Project" in the Port/IAT Lease.

(c) Attached hereto as Schedule 6-1 is a list of the construction schedules, plans and specifications, Tenant Alteration Applications (as defined in the Port/IAT Lease) and other similar technical construction documents relating to the Phase I IAT Project that have been approved by IAT and Delta as of the date hereof. Included on said Schedule 6-1, for each document, is a correct and complete list of all amendments, supplements, replacements, modifications, change orders and other changes relating thereto in effect as of the date hereof, including all Change Orders (as defined in the Port/IAT Lease), that have been approved by IAT and Delta. IAT and Delta hereby acknowledge and agree that they have approved the documents listed on said Schedule 6-1 ("**Base Line Plans**").

(d) Attached hereto as Schedule 6-2 (as the same may be updated from time to time by IAT and Delta) is a list of construction schedules, plans and specifications, proposed Tenant Alteration Applications and other similar technical construction documents, or categories thereof, relating to the Phase I IAT Project that IAT and Delta acknowledge and agree have not yet been prepared or have not yet been approved by IAT and Delta. To the extent such items have not yet been prepared, Delta shall prepare the same and submit or shall cause the preparation and submission of the same to IAT for review in contemplation of approval. To the extent such items have not yet been approved, IAT and Delta shall cooperate to approve such items or to revise such items as necessary to achieve approval thereof by IAT and Delta. Delta, IAT, the Construction Administrator and design consultants will work together to continue to prepare construction schedules, plans and specifications, Tenant Alteration Applications and other similar technical construction documents, which shall be submitted to IAT and Delta, as applicable, for their review in contemplation of approval. Upon approval of any such construction schedules, plans and specifications, Tenant Alteration Applications and other similar technical construction documents by IAT and Delta, such construction schedules, plans and specifications, Tenant Alteration Applications and other similar technical construction documents shall be deemed included in the Base Line Plans.

(e) The Base Line Plans and the construction schedules, plans and specifications, Tenant Alteration Applications, and other similar technical construction documents with respect to the Phase I IAT Project deemed included therein pursuant to the preceding subsection (d) together with the Phasing Strategy are collectively referred to herein as the **"Phase I IAT Project Contract Documents"**. Once any Phase I IAT Project Contract Document (excluding the Phasing Strategy) has been approved by Delta and IAT, such Phase I IAT Project Contract Documents (other than the Phasing Strategy) shall not thereafter be amended, modified, supplemented or otherwise changed in any material respect, and no Change Orders shall be submitted, without the consent of Delta and IAT, *provided that*, no formal amendment to this Agreement or other agreement shall be required to evidence such consent by either party.

(f) Subject to the provisions of this Section 6.01(f), IAT shall cooperate with Delta in connection with all draw requests made under the Series 8 Bond Documents to pay Project Costs or reimburse Delta for Project Costs, subject to receipt from Delta of (x) the Standard Draw Documentation (appropriately completed), and (y) the applicable information referenced in Schedule 6-3 together with the supporting documentation as may be reasonably required in connection with such draw request. No portion of any draw request submitted by Delta pursuant to this Section 6.01(f) shall be to pay (or to reimburse Delta for paying) any cost that is not eligible to be paid (or reimbursed) upon delivery of a Series 8 Requisition Certificate pursuant to the terms of the Trust Administration Agreement. Subject to the provisions of this Section 6.01(f), within five (5) Business Days of receipt of the Standard Draw Documentation and such other documentation from Delta, provided that Delta has complied with Section 5.1.6 (Contractor/CM & Consultant Payment Processing) of the Delta/JFK IAT Redevelopment Program-Program Procedures Manual in effect at such time, IAT shall, deliver a corresponding related draw request for the proceeds of the Series 8 Bonds under the Series 8 Bond Documents and apply the proceeds thereof to pay Project Costs or reimburse Delta for Project Costs, as directed by Delta, and if IAT shall receive any such amounts which it is not entitled to retain, IAT shall hold, and be deemed to hold, the same in trust for Delta (subject to the

interests of the Trustee and the Port Authority) until the same is paid in accordance with the applicable Standard Draw Documentation. IAT shall not make any draw requests for proceeds of the Series 8 Bonds without the consent of Delta (unless a Delta Event of Default has occurred and is then continuing under Section 26.01), unless (i) failure to have the proceeds available from such draw would result in IAT having to use its own funds to satisfy its obligations related to completion of the Phase I IAT Project or the Series 8 Bonds under the Port/IAT Lease, the Phase I IAT Project Contract Documents, the Bond Documents and/or the other Transaction Documents, and (ii) Delta has been provided with such draw request (including completed Standard Draw Documentation and supporting documents) and has failed during the 30 days following receipt thereof to either (x) approve such draw request, or (y) provide reasonably detailed information establishing that such draw request should not be made, *provided that*, this clause (ii)(y) shall not apply to draw requests for proceeds of the Series 8 Bonds made by IAT in connection with IAT's obligation to make payments of principal and interest on the Series 8 Bonds if such payments constitute Project Costs. Upon request, IAT shall promptly execute and deliver such documents as may be necessary in connection with draw requests under the Series 8 Bond Documents. Delta hereby covenants and agrees to perform all of its obligations under each Phase I IAT Project Contract Document and to consult with IAT prior to Delta's exercise of (or determination to refrain from exercising) any termination rights or remedies in connection with a default available to Delta under or in respect of the Construction Administration Agreement or any Phase I IAT Project Contract Document.

(g) Delta hereby agrees to collaterally assign its right, title and interest in and to (i) the Construction Administration Agreement, (ii) each Phase I IAT Project Construction Contract with an aggregate value for work in connection with the Phase I IAT Project in excess of $10,000,000 (each a "**Major Contract**"), and (iii) each Phase I IAT Project Construction Contract that is not a Major Contract if such Phase I IAT Project Construction Contract permits the assignment thereof to IAT, for the benefit of IAT (and IAT's collateral assignment thereof to the Port Authority and IAT's and the Port Authority's assignment thereof to the Trustee as may be required by the Terminal 4 Project Bond Documents) pursuant to a collateral assignment agreement substantially in the form attached hereto as Exhibit D (the "**Construction Contract Assignment Agreement**"). Delta shall cause the Construction Administrator under the Construction Administration Agreement and the service provider under each Major Contract to execute and deliver an agreement (a "**Contractor Consent and Agreement**") substantially in the form attached hereto as Exhibit E, or such other form approved by IAT. Delta shall use commercially reasonable efforts to include in each Phase I IAT Project Construction Contract that is not a Major Contract the provisions set forth on Exhibit F; *provided that*, failure to obtain such language in the applicable Phase I IAT Project Construction Contract shall not preclude Delta from hiring such contractor. Subject at all times to the other provisions of this Agreement, provided that no Delta Event of Default shall have occurred and is then continuing, Delta may exercise all of its rights and privileges under the Construction Administration Agreement and each Phase I IAT Project Construction Contract without any consent or approval of IAT. Delta's rights under the immediately preceding sentence shall cease and terminate if an Event of Default shall have occurred and is then continuing in respect of Delta's obligations in respect of the Phase I IAT Project in accordance with this Article 6, in which event IAT shall have the right, but not the obligation, to elect, by giving written notice to Delta and each Approved Contractor, to enforce the obligations of the

Approved Contractors and to perform Delta's obligations under the Construction Administration Agreement and the Phase I IAT Project Construction Contract, in the place and stead of Delta subject to the limitations specified in any related Construction Contract Assignment Agreement or the Contractor Consent and Agreement and/or the Phase I IAT Project Construction Contract, as applicable. Upon an election by IAT as set forth in the preceding sentence, (i) Delta's right to request draws from the proceeds of the Terminal 4 Project Bonds shall terminate, and (ii) provided that any changes to and approvals of the Phase I IAT Project Contract Documents are commercially reasonable and in accordance with the Basis of Design, Delta's right to approve future Phase I IAT Project Contract Documents and changes to any Phase I IAT Project Contract Documents shall terminate.

(h) If it is determined that the proceeds of the Series 8 Bonds will not be sufficient to complete the Phase I IAT Project or if there are Cost Overruns that cannot be funded from contingencies built into the construction budget using the proceeds of the Series 8 Bonds, Delta and IAT will consult with each other in connection with securing any "completion financing" for the Phase I IAT Project on terms that are consistent with the terms of the Series 6 Bonds and the Series 8 Bonds, if such financing is made available by the Port Authority and is otherwise on commercially reasonable terms, provided that the amount of financing under the Terminal 4 Project Bonds for the Phase I IAT Project shall not exceed in the aggregate $1.2 Billion Dollars.

(i) If it is determined that the costs of Remediation of those areas outside of the Excavation Boundary will exceed the Phase I IAT Project Environmental Cap, Delta shall continue the Remediation of such matters pursuant to the Phase I IAT Project Construction Contracts, including the payment of such Remediation, provided that such amounts in excess of the Phase I IAT Project Environmental Cap shall not be paid from the proceeds of the Series 8 Bonds, and IAT shall reimburse Delta for all amounts paid by Delta in excess of the Phase I IAT Project Environmental Cap for Remediation outside of the Excavation Boundary either (i) when and as paid pursuant to the applicable Phase I IAT Project Construction Contract or (ii) at IAT's option, by a credit against Delta Rent, and in either case such excess costs shall be excluded for all purposes hereunder from the definitions of Project Costs, ATA Permitted O&M Expenses and ATA Permitted Remediation Costs; *provided that*, unless otherwise agreed to by IAT, any credit against Delta Rent shall not exceed fifty-percent (50%) of the Delta Rent payable in such month, with any additional required credits applied in the immediately succeeding months subject, however, to the preceding cap on monthly credits against Delta Rent (without the accrual of any interest in respect thereto).

(j) At the request of Delta in connection with completion of the Phase I IAT Project, IAT will use commercially reasonable efforts to make the area subject to the Triangle Plume available to Delta in "as is" condition, it being understood that upon Delta performing any portion of the Phase I IAT Project on any portion of the area subject to the Triangle Plume, the entirety of the Triangle Plume shall be deemed to be included within the description of "Perimeter Dig Area" for purposes of Assumed Environmental Damages. In connection with such delivery, IAT will reasonably cooperate with Delta in negotiations with the Triangle Responsible Party to address a resolution acceptable to Delta whereby Delta is compensated for accepting responsibility for the Remediation of NYSDEC Spill #04-00985, and becomes the Triangle Responsible Party.

(k) The Port/IAT Lease provides for IAT to complete the "New In-Line EDS System Matrix/Design/Construction Build Out" for Terminal 4 (being the portion of the project covered by the TSA MOA to be constructed in Terminal 4) (the "**TSA EDS Project**"), which project is included in the Phase I IAT Project. Delta and IAT will cooperate with each other to maximize the amount of funding from the TSA for the TSA EDS Project (and therefore, the Phase I IAT Project consisting of the TSA EDS Project), in accordance with the terms of the TSA MOA and the Port/IAT Lease. Subject to the provisions of this Section 6.01(k), IAT shall cooperate with Delta in connection with all draw requests made under the Port/IAT Lease and the TSA MOA to reimburse Delta for amounts actually expended by Delta in respect of the TSA EDS Project, *provided* that such amounts are eligible for reimbursement by TSA (the "**TSA EDS Project Costs**") . IAT shall, at its option, either transfer to Delta amounts IAT receives as reimbursement of TSA EDS Project Costs or provide Delta with a credit against the Delta Rent in an amount equal to such amounts, subject in all cases to IAT's receipt from Delta of appropriate completed draw documentation together with such supporting documentation as may be reasonably required by IAT or under the TSA MOA and/or the Port/IAT Lease in connection with such draw request. Subject to the provisions of this Section 6.01(k), within five (5) Business Days of receipt of such documentation from Delta, provided that Delta has complied with Section 5.1.6 (Contractor/CM & Consultant Payment Processing) of the Delta/JFK IAT Redevelopment Program-Program Procedures Manual in effect at such time, IAT shall deliver a corresponding related draw request to the Port Authority for preparation and submission of the corresponding draw request to the TSA for reimbursement of TSA EDS Project Costs. If IAT shall receive any such reimbursement amounts for TSA EDS Project Costs which it is not entitled to retain, IAT shall hold, and be deemed to hold, the same in trust for Delta (subject to the interests of the Trustee and the Port Authority) until the same is reimbursed to Delta or credited against the Delta Rent as provided above. IAT shall not make any draw requests for TSA funds allocated to the TSA EDS Project without the consent of Delta (unless a Delta Event of Default has occurred and is then continuing under Section 26.01), unless (i) failure to have the proceeds available from such draw would result in IAT having to use its own funds to satisfy its obligations related to completion of the Phase I IAT Project under the Port/IAT Lease, the Phase I IAT Project Contract Documents, and/or the other Transaction Documents, and (ii) Delta has been provided with such draw request (including completed draw documentation and supporting documents) and has failed during the 30 days following receipt thereof to either (x) approve such draw request, or (y) provide reasonably detailed information establishing that such draw request should not be made. Upon request, IAT shall promptly execute and deliver such documents as may be necessary in connection with draw requests for TSA EDS Project Costs under the Port/IAT Lease and the TSA MOA.

Section 6.02. *Cost Overruns*. IAT and Delta acknowledge and agree that Delta shall bear the construction risk for Phase I, and that there may be delays and/or Cost Overruns in connection with the construction of the Phase I IAT Project, that all such Cost Overruns and any penalties associated therewith shall be the sole responsibility of, and paid by, Delta and that Delta's obligations in respect of such Cost Overruns and penalties associated therewith shall not be excused under any circumstances, including any Force Majeure Event. Delta and IAT shall work cooperatively to avoid such Cost Overruns through mutually and reasonably agreed reductions in scope, extensions of delivery dates, changes in design or materials, changes in terms of Phase I IAT Project Construction Contracts and/or the Phase I IAT Project Contract

Documents, extensions of the Substantial Completion date, or exercise of rights under performance bonds and other actions reasonably requested by Delta and approved by IAT, *provided that*, the Terminal 4 Standards, the Terminal 4 O&M Performance Standards, and the Basis of Design are maintained and complied with unless otherwise agreed to by IAT and Delta and the applicable requirements of the Port/IAT Lease (including the Basis of Design) are complied with unless otherwise agreed to by the Port Authority and IAT in their sole discretion.

Section 6.03. *Terminal 2-4 Connector.* (a) Delta covenants and agrees that, at its sole cost and expense (without utilizing proceeds of any Terminal 4 Project Bonds), Delta shall design, construct and complete the Terminal 2-4 Connector on the Terminal 2-4 Connector Area, in a first class workmanlike manner and consistent with the Terminal 4 Standards and the applicable Basis of Design, except as otherwise approved by IAT and the Port Authority. The Terminal 2-4 Connector shall be completed substantially in accordance and in compliance with (i) the Terminal 2-4 Connector P&S, (ii) all applicable Laws, (iii) applicable provisions of the Port/IAT Lease, (iv) applicable Port Authority Rules and Regulations (including the Port Authority's tenant alterations application process), and (v) the provisions of this Section 6.03 and the other applicable provisions of this Agreement.

(b) The Terminal 2-4 Connector shall be designed and constructed to meet Delta's requirements and specifications and the applicable Basis of Design. Delta and/or the Construction Administrator have provided preliminary plans and specifications for the Terminal 2-4 Connector to be constructed on the Terminal 2-4 Connector Area to IAT, which plans and specifications have been approved by IAT. Delta or the Construction Administrator shall provide the final plans and specifications for the Terminal 2-4 Connector on the Terminal 2-4 Connector Area (the "**Terminal 2-4 Connector P&S**") to IAT at least 30 days prior to the date on which Delta estimates it shall begin construction of the Terminal 2-4 Connector on the Terminal 2-4 Connector Area. The final Terminal 2-4 Connector P&S shall be subject to IAT's approval. Once the Terminal 2-4 Connector P&S have been approved by IAT, the Terminal 2-4 Connector P&S shall not thereafter be amended, modified, supplemented or otherwise changed in any material respect without the consent of IAT, taking into consideration the Budgetary Limits for the Terminal 2-4 Connector, *provided that*, the Terminal 4 Standards are maintained and complied with unless otherwise agreed to by IAT, Delta and the Port Authority.

Section 6.04. *Installation Of Trade Fixtures By Delta.* (a) Delta covenants and agrees that, at its sole cost and expense, utilizing proceeds of the Series 8 Bonds as shall be available in accordance with Section 6.01(f), which IAT covenants and agrees to make available to Delta, Delta shall install trade fixtures in the Delta Space, in a first-class workmanlike manner, using new, first-class materials and equipment, consistent with the Terminal 4 Standards, the applicable Basis of Design, and substantially in accordance with and in compliance with (i) the Delta Trade Fixtures P&S, (ii) all applicable Laws, (iii) applicable provisions of the Port/IAT Lease, (iv) applicable Port Authority Rules and Regulations and approvals, and (v) the provisions of this Section 6.04 and the other applicable provisions of this Agreement.

(b) Delta's trade fixtures shall be designed and installed to meet Delta's requirements and specifications. Delta has provided preliminary plans and specifications for Delta's trade fixtures to IAT. Such preliminary plans and specifications have been approved

by IAT. Delta or the Construction Administrator shall provide detailed plans and specifications for Delta's trade fixtures (the "**Delta Trade Fixtures P&S**") to IAT at least 30 days prior to the date on which Delta estimates Substantial Completion will occur. The Delta Trade Fixtures P&S shall be subject to IAT's approval. Once the Delta Trade Fixtures P&S have been approved by IAT, the Delta Trade Fixtures P&S shall not thereafter be amended, modified, supplemented or otherwise changed in any material respect without the approval of IAT.

Section 6.05. *Leasehold Improvements And Trade Fixtures.* All of Delta's leasehold improvements that are attached to the Delta Premises such that they cannot be removed therefrom without material damage thereto shall not be removed by Delta without the consent of IAT, or be removed by IAT without the consent of Delta (unless such removal is required by the Port/IAT Lease), nor shall such leasehold improvements, including improvements financed with the proceeds of Terminal 4 Project Bonds, be removed by either Delta or IAT without the consent of the Port Authority if legal title to any such leasehold improvement shall have vested in the Port Authority pursuant to this Agreement or the Port/IAT Lease. All of Delta's personal property and trade fixtures that, in each case, are installed in the Delta Premises, that have not been financed with the proceeds of Terminal 4 Project Bonds and which are capable of being removed without causing material damage to the Delta Premises, and for which legal title has not vested in the Port Authority pursuant to this Agreement or the Port/IAT Lease, shall remain the property of Delta and shall be removable at any time by Delta, including upon the expiration or termination of the Term, *provided that*, Delta shall repair any damage to the Delta Premises caused by the removal thereof. Delta shall not remove or alter (i) any property that has been financed with the proceeds of Terminal 4 Project Bonds (or which was originally financed with Terminal 4 Project Bonds and has subsequently been replaced by Delta with its own funds), or (ii) any of IAT's or its Sublessees' personal property or trade fixtures (other than personal property or trade fixtures of Delta which may be removed subject to the provisions of this Section 6.05) from Terminal 4 without IAT's prior written consent.

Section 6.06. *Sales Tax Exemption and Abatement.* IAT agrees, upon Delta's reasonable request, to use commercially reasonable efforts to cooperate with Delta in Delta's efforts to obtain with respect to the Phase I IAT Project, including the leasehold improvements installed by IAT or Delta therein, and, if applicable, Delta's trade fixtures and other property, any and all sales and use tax exemptions, abatements, refunds or reductions to the maximum extent available. Each of Delta and IAT shall promptly take such further actions and execute such further documents reasonably requested by the other party as are necessary and appropriate to accomplish the purposes of this Section 6.06. Each of IAT and Delta acknowledge that neither of them makes any representation or warranty that either of them shall be entitled to any such sales tax exemption, abatements, refunds or reductions.

Section 6.07. *Access; Permits; IAT Cooperation; Site Security.*

(a) Delta's obligations to cause the construction and completion of the Phase I IAT Project and the Terminal 2-4 Connector (including installation of trade fixtures) shall be subject to Delta's receiving IAT's approval of the Phase I IAT Project Contract Documents, the Terminal 2-4 Connector P&S, the Delta Trade Fixtures P&S, all building and other permits, consents and approvals, including permits, consents and approvals from the Port Authority

(including appropriate reciprocal easement agreements among Delta, IAT and the Port Authority for locating the Terminal 2-4 Connector), necessary and appropriate for constructing, using and operating the Phase I IAT Project and the Terminal 2-4 Connector, as applicable and requirements of the Series 8 Bond Documents, *provided that*, the foregoing shall not limit Delta's obligations in respect of Cost Overruns pursuant to Section 6.02. IAT shall use commercially reasonable efforts to cause its contractors, subcontractors, consultants, suppliers and service providers to cooperate with and assist Delta, the Construction Administrator and Delta's contractors, subcontractors, consultants, suppliers and service providers in connection with the design and construction of the Phase I IAT Project and the Terminal 2-4 Connector.

(b) Delta shall be responsible for obtaining and maintaining all building and other permits, approvals and consents, including permits, approvals and consents from the Port Authority, necessary for constructing, using and operating the Phase I IAT Project and the Terminal 2-4 Connector. IAT shall cooperate with, and upon Delta's reasonable request, use commercially reasonable efforts to assist Delta in obtaining and maintaining such permits, approvals and consents and, promptly upon request, execute and deliver IAT approved Construction Applications (as defined in the Port/IAT Lease) to the Port Authority and other applications and requests for, and other documents with respect to, such permits, approvals and consents reasonably requested by Delta.

(c) During the period of construction of the Phase I IAT Project and the Terminal 2-4 Connector (including installation of trade fixtures), as applicable, and at all times subject to and in accordance with the Port Authority Rules and Regulations, the Terminal 4 Rules and Regulations, the Terminal 4 Security Plan and other requirements under Law or as required by any Governmental Authority, the Port Authority, Delta, the Construction Administrator, Delta's contractors, subcontractors, consultants, suppliers and service providers and their respective employees and representatives shall have access at times reasonably agreed to by IAT to Terminal 4 as may be reasonably necessary and appropriate to construct and complete expeditiously the Phase I IAT Project and the Terminal 2-4 Connector. In connection with the construction of the Phase I IAT Project and the Terminal 2-4 Connector, Delta shall not interrupt or disturb operations at Terminal 4 and the Airport to the extent reasonably practicable, and in accordance with the requirements specified in the Phase I IAT Project Contract Documents, the Terminal 2-4 Connector P&S and other agreements entered into in connection with such construction (including operational conflicts). IAT shall use reasonable efforts to: (i) provide and to cause its contractors, subcontractors, consultants, suppliers and service providers to provide such access; (ii) arrange for any permit for such access required by the Port Authority; (iii) require IAT's Sublessees to cooperate with Delta in providing access to their respective subleased space in order for Delta to complete the Phase I IAT Project and the Terminal 2-4 Connector, *provided that*, such access does not unreasonably interfere with, interrupt or disturb, such Sublessees' activities or operations; and (iv) provide Delta with office space in Terminal 4 or a construction facility on the Terminal 4 Site sufficient for and reasonably equipped as a construction office for the requisite project staff for the Phase I IAT Project and the Terminal 2-4 Connector. IAT and Delta shall establish and continue throughout the design and construction of the Phase I IAT Project and the Terminal 2-4 Connector a construction working group consistent with the Phase I IAT Project Management Structure, including the Construction Administrator, the general contractor or construction manager, and others as Delta or IAT shall reasonably request, who shall meet at least weekly

or as otherwise determined by Delta during design and construction of the Phase I IAT Project and the Terminal 2-4 Connector to consider, discuss and resolve matters relating to the design and construction thereof.

(d) IAT shall be responsible for site security for all of Terminal 4 during the Phase I IAT Project Construction Period as a Project Cost, and Delta shall fully cooperate with IAT in connection therewith.

Section 6.08. *Revisions to Exhibits at Phase I DBO.* Upon Phase I DBO, Delta and IAT shall update Exhibits A, B, and C to confirm the final actual locations of improvements, signage, land areas, and other matters set forth in Exhibits A, B, and C based on the actual final Terminal 4 facilities at Phase I DBO pursuant to the "as-built" plans completed in connection with the Phase I IAT Project.

Section 6.09. *Phase I IAT Project Management Structure.* IAT and Delta agree that throughout the Phase I IAT Project Construction Period, there shall be established a construction project management structure (the "**Phase I IAT Project Management Structure**") consistent with, and staffed by the parties (or replacements selected by the responsible party), set forth on Schedule 6-4, which shall govern the process flow, project management and day-to-day operations in connection with the construction of the Phase I IAT Project, in each case subject to the terms of this Agreement, including the requirements of Section 10.04 in respect of matters that should properly be addressed by the Trilateral Committee. The Phase I IAT Project Management Structure reflects the intended responsibility category and resource base for the Phase I IAT Project, however such structure is not intended, and shall not, modify the terms and provisions of this Agreement with respect to the Phase I IAT Project Contract Documents that otherwise provide for decision making and approval processes in connection with the completion of the Phase I IAT Project.

ARTICLE 7.
RENT CHARGES, PAYMENTS

Section 7.01. *Pre-DBO Rent.* (a) Commencing as of the Effective Date and continuing until Phase I DBO, Delta shall promptly pay to IAT the amounts and on the dates set forth on Schedule 7-1 (the "**Pre-DBO Rent**") for each Annual Period in respect of the rental for the Delta Premises (inclusive of any and all charges for O&M Services) which amounts reflect the Initial Space Fee (as such term is defined in the Delta Space Permit) for that portion of the Delta Premises currently occupied by Delta pursuant to the Delta Space Permit. Delta shall be entitled to the credits currently provided to Delta under the Delta Space Permit in respect of the fees under the KLM License Agreement and the credits attributable to the Pavement Rehabilitation Project Credit, each as described in the Delta Space Permit, which provisions shall survive termination of the Delta Space Permit. If, pursuant to Section 2.03, Additional Phase I Gates and associated premises are included in the Delta Premises, the Pre-DBO Rent shall be increased in accordance with the same methodology illustrated on Schedule 7-1, and if one or more Hardstand Positions are no longer included in the Delta Premises, the Pre-DBO Rent shall be reduced in accordance with the same methodology illustrated on Schedule 7-1.

(b) If Phase I DBO does not occur on or before the date that is the end of the capitalized interest period for the Series 8 Bonds, in addition to the Rent required to be paid pursuant to Section 7.01(a), Delta shall pay to IAT through Phase I DBO in respect of the rental for the Delta Premises (inclusive of any and all charges for O&M Services) (i) the cost of all debt service (net of interest on any reserve and sinking fund accounts if such interest is available for payment of such debt service) and financing costs payable in respect of the Series 8 Bonds, plus (ii) if Phase I DBO does not occur on or before December 31, 2013, an amount equal to one-twelfth ($1/12^{th}$) of the annual Series 8 First Additional Land Rent for each month until Phase I DBO occurs (the "**Interim Rent**").

(c) If at any time prior to Phase I DBO any portion of the Phase I IAT Project is placed in service for federal income tax purposes, and provided that Interim Rent is not yet due and payable as provided in Section 7.01(b), in addition to the Rent required to be paid pursuant to Section 7.01(a), Delta shall pay to IAT as Additional Rent an amount equal to the amount of interest due and payable (net of interest on any reserve and sinking fund accounts if such interest is available for payment of such debt service) on the portion of Series 8 Bonds equal to the aggregate cost of all such portions of the Phase I IAT Project placed in service, as and when such interest is due and payable on the Series 8 Bonds.

Section 7.02. *Delta Post-DBO Rent.* (a) Commencing as of Phase I DBO, in lieu of the Pre-DBO Rent and the Interim Rent (if applicable), Delta shall pay the Post-DBO Rent pursuant to Section 7.02(b), net of actual Terminal 4 Gate Use Fees and Terminal 4 Hardstand Use Fees to be credited against Post-DBO Rent at the time any such payment of Post-DBO Rent is being made, on the first day of each month of each Annual Period by making payments thereof to IAT pursuant to Section 7.06. Delta Rent shall be set annually in advance pursuant to the Budget, and reconciled in arrears in accordance with Section 7.04.

(b) Commencing as of Phase I DBO and continuing through the remainder of the Term, for each Annual Period, Delta shall pay to IAT, in accordance with Section 7.02(a),

rental for the Delta Premises pursuant to the methodology described and illustrated on Schedule 7-3(a) (the "**Post-DBO Rent**").

(c) Commencing as of Phase I DBO and continuing through the remainder of the Term, Delta shall pay to IAT the Adjusted Terminal Management Fees on the first day of each month of each Annual Period by making payments thereof to IAT pursuant to Section 7.06.

Section 7.03. *Reserved.*

Section 7.04. *Semi-Annual And Annual Reconciliations.* Beginning with the first full Semi-Annual Period after Delta Rents begin to be calculated and paid in accordance with Section 7.02, within 90 days after the close of each Semi-Annual Period and 130 days after the close of each Annual Period during the remainder of the Term, IAT shall prepare and furnish to Delta a statement, certified by IAT's Chief Financial Officer (in the case of semi-annual statements) or IAT's independent certified public accountant (in the case of annual statements), setting forth actual ATA Permitted O&M Expenses and the actual amount of ATA Permitted O&M Expenses for Common Space (by category of expense), passenger activity and actual Delta Rent, actual credits to Delta for Terminal 4 Gate Use Fees and Terminal 4 Hardstand Use Fees, Adjusted Terminal Management Fees (including appropriate credits, which shall be applied first to reduce ATA Permitted O&M Expenses in the then-current Semi-Annual Period), and any adjustments (including the Re-lifing Credit) for such Semi-Annual Period or such Annual Period, as the case may be, and any prior Semi-Annual Period during the Annual Period. The agreed upon procedures provided to IAT's independent certified public accountant shall be subject to Delta's approval, and shall enumerate the basis for the items specified in the preceding sentence and contain all items required by the Port/IAT Lease. In the event that the actual amount Delta paid to IAT for any Semi-Annual Period or Annual Period was in excess of the actual amount due, IAT shall credit the excess amount to Delta within 15 days after the date on which it has been determined that there was an overpayment by Delta. In the event that the amount Delta paid to IAT for any Semi-Annual Period or Annual Period was lower than the actual amount due, Delta shall pay the amount of the deficiency to IAT within 15 days after the date on which the relevant periodic or annual statement was furnished to Delta. The provisions of this Section 7.04 shall survive the expiration or termination of this Agreement.

Section 7.05. *Additional Rent.* Commencing with the Effective Date and continuing through the remainder of the Term, Delta shall pay to IAT pursuant to Section 7.06 on the dates and at the times provided for herein all amounts comprising Additional Rent (including Delta's Share of ATA Permitted Remediation Costs and Delta's Parking Space Costs) under this Agreement, *provided that*, if a date or time is not specified for the payment of a particular component of Additional Rent, such component of Addition Rent shall be paid on the first day of the calendar month immediately succeeding the date on which such Additional Rent obligation arises.

Section 7.06. *Payments.* Unless otherwise agreed to by IAT and Delta, payments due under this Agreement shall be made on the dates specified in Section 7.01 or 7.02, as applicable, by wire transfer according to the wire transfer instructions provided by each party hereto, which instructions may be amended, canceled or supplemented at any time during the Term by written

notice to the other party. If a payment is required to be made on a day which is not a Business Day, such payment shall be made on the next succeeding Business Day.

Section 7.07. *Overdue Interest.* If either party shall not have received from the other party any amounts due and payable under this Agreement more than five Business Days after the date such payment was due, interest shall accrue on all such overdue amounts from and including the sixth Business Day after such payment was due at the rate per annum equal to the Prime Rate plus 2% or the highest rate permitted by applicable Law (whichever is less). Notwithstanding the foregoing, if IAT incurs any late charges or is charged any interest pursuant to the Port/IAT Lease in connection with any payment obligation of IAT to the Port Authority under the Port/IAT Lease or the Bond Documents as a result of Delta's failure to timely pay to IAT any amounts due and payable by Delta to IAT under this Agreement, the amount payable by Delta pursuant to this Section 7.07 shall not be less than the amount of such late charges incurred by and/or interest charged to IAT pursuant to the Port/IAT Lease or the Bond Documents to the extent the same result from Delta's failure to timely pay to IAT any amounts due and payable by Delta to IAT under this Agreement, provided that IAT has used commercially reasonable efforts to satisfy such payment obligations to the Port Authority through the use of other funds available to IAT in order to avoid the incurrence of any such late charges or interest.

Section 7.08. *No Additional Charges.* There shall be no charges to Delta for its occupancy of the Delta Premises or use of services provided by IAT to the Delta Premises other than the charges described or referred to in this Agreement except to the extent that additional charges are imposed at the Airport by the Port Authority, the City, a subsequent Airport operator, or another Governmental Authority with jurisdiction over the Airport, and IAT is obligated to pay such charges by law. Notwithstanding anything to the contrary contained in this Agreement, unless otherwise agreed to by IAT and Delta, Delta shall not be obligated to pay any Rent payable pursuant to Article 7 attributable to any payments owed by IAT to the Port Authority under the Port/IAT Lease until such payments are due and payable by IAT.

ARTICLE 8.
USE AND OPERATION

Section 8.01. *Use.* At all times during the Term, Delta and its Sublessees shall have the right to use and occupy the Delta Premises only for the uses and purposes permitted pursuant to Section 6 (and other provisions) of the Port/IAT Lease applicable to Scheduled Aircraft Operators. Neither Delta nor its Sublessees shall use or occupy any portion of the Delta Premises for office facilities or other operations other than for office facilities or other operations that are directly related to the day-to-day operations at the Airport.

Section 8.02. *Operation As Air Terminal.* At all times during the Term, IAT shall operate Terminal 4 as an airline passenger terminal, open and operating, 24 hours per day, seven days per week, in accordance with and subject to the limitations set forth in the Port/IAT Lease, throughout the Term for the operations, use and occupancy of Delta and its Sublessees and the use of their respective passengers and invitees in accordance with this Agreement.

Section 8.03. *Port Authority Rules And Regulations.* Each of IAT, Delta, their respective Sublessees, and their respective officers, employees, guests and invitees shall be bound by and comply with the Port Authority Rules and Regulations in connection with its use and occupancy of the Delta Premises. **"Port Authority Rules and Regulations"** means the Airport Rules and Regulations of the Port Authority in effect as of the Effective Date, as the same have heretofore been amended, supplemented, or otherwise modified as described in Schedule 8-1 and may hereafter be amended, supplemented, replaced or otherwise modified from time to time by the Port Authority pursuant to the Port/IAT Lease.

Section 8.04. *Terminal 4 Rules And Regulations.* (a) The **"Terminal 4 Rules and Regulations"** means the Terminal 4 Rules and Regulations regulating the conduct and operations of Persons using or otherwise present at Terminal 4, which incorporate and include the Terminal 4 Operations Manual, the Terminal 4 Ramp Handling Manual and other procedural and regulatory guides published by IAT, as the same heretofore have been amended, supplemented, or otherwise modified as described in Schedule 8-2 and may hereafter be amended, supplemented, replaced or otherwise modified from time to time by IAT in consultation with Delta with respect to matters which directly affect the use or operation of the Delta Premises. IAT represents and warrants that Schedule 8-2 is a complete and correct list of the Terminal 4 Rules and Regulations, and all amendments, supplements and other modifications thereof, as in effect as of the Effective Date.

(b) Not later than 120 days prior to the scheduled date for Substantial Completion, IAT, in consultation with Delta with respect to matters directly affecting the Delta Premises, shall consider proposed modifications to or proposed replacements of the Terminal 4 Rules and Regulations to address the use and occupancy by Delta of the Phase I IAT Project from and after Phase I DBO.

(c) IAT shall be responsible for the implementation and enforcement of the Terminal 4 Rules and Regulations and each of Delta, its Sublessees, and their respective officers, employees, guests and invitees shall be bound by and comply with the Terminal 4 Rules and Regulations.

Section 8.05. *Ramp Services And Passenger Handling.* Delta may, without any need for IAT, or Management Committee approval, throughout the Term provide Handling Services, subject to the requirements of all applicable Law and the Port Authority and in full compliance with the Port/IAT Lease, including the receipt of a valid handling permit from the Port Authority, and subject to the Terminal 4 Rules and Regulations. IAT shall have no right hereunder to require Delta to obtain a license from IAT or to charge any separate fee in respect of Handling Services to Delta or to any recipient of Delta's Handling Services other than the collection of the Port Authority Handling Fee (if required by the Port/IAT Lease). The Port Authority Handling Fees attributable to revenues derived from customers in Terminal 4 shall be paid to IAT and applied in accordance with the provisions of the Port/IAT Lease and this Agreement. Delta shall be entitled to appoint one wholly-owned subsidiary of Delta as an Approved Contractor for purposes of performing Handling Services without the prior approval of IAT. IAT's approval shall be required prior to appointing more than one wholly-owned subsidiary of Delta as an Approved Contractor for performing Handling Services. If Delta desires to hire a third-party contractor to provide Handling Services to Delta or Delta Affiliate Carriers at the Delta Premises which is not then an Approved Contractor, IAT shall review such third-party contractor in consultation with Delta in connection with IAT's right to approve same as an Approved Contractor for Handling Services.

Section 8.06. *In-flight Meals; etc.*. (a) Subject to Section 8.01, Delta may, without any need for IAT or Management Committee approval, provide for itself and/or its ATA Airline Sublessees, or may arrange with a Port Authority-approved, third party contractor to provide, In-Flight Meals, so long as Delta, or such Port Authority-approved, third party contractor, holds a valid license, or otherwise effective written approval, from the Port Authority. Delta shall comply with the Port/IAT Lease and all Port Authority Rules and Regulations concerning In-Flight Meals. All deliveries in connection with In-Flight Meals must be made in a manner consistent with the Terminal 4 Rules and Regulations. Delta shall not be required to pay IAT a fee for the right to provide, or the right to contract with any Port Authority-approved, third party contractor for such contractor to provide, for itself and/or its ATA Airline Sublessees In-Flight Meals as and in the manner set forth in this Section 8.06 unless the Port/IAT Lease requires the payment of any such fee by IAT or Delta, in which case Delta shall pay any such fee.

(b) Notwithstanding anything in Section 8.06(a) to the contrary, Delta shall not (and shall not permit its Sublessees to), without the prior approval of IAT and, if required by the Port/IAT Lease, the Port Authority, advertise, promote, offer, supply, sell or give away any goods or services in Terminal 4 except for Delta sponsored events to support inaugural flights, *provided, that,* Delta (x) may give away goods and services (including food and liquor, but excluding duty-free goods), and (y) may sell food and liquor for consumption in the Delta Nonpublic Space (excluding duty-free goods) but shall not sell other goods and services without IAT's approval (taking into consideration the Master Concessions Plan and Comprehensive Retail Plan), in each case in Delta Nonpublic Space dedicated to its passengers using premium lounge areas and/or its employees, *provided that*, Delta shall be responsible for any fees required by the Port/IAT Lease in connection therewith.

Section 8.07. *FIDS And BIDS.* IAT shall provide and operate the hardware and software providing flight and baggage information and services, including, but not limited to, display of flight arrival and departure information, display of baggage retrieval information, including a

multi-user flight information display system ("**FIDS**") and a baggage information display system ("**BIDS**") in Terminal 4, including the Delta Premises, *provided that*, the initial acquisition and installation of FIDS and BIDS in the Delta Premises as part of the Phase I IAT Project shall be included as Project Costs. Delta and IAT and their respective employees shall have the right to use the FIDS and BIDS, and to have direct access to input information directly into such systems, to make flight information and baggage information available to the public as necessary or appropriate, subject to reasonable regulations to be included in the Terminal 4 Rules and Regulations, *provided that*, Delta's right to use the FIDS and BIDS, to have direct access to input information directly into such systems and to make flight information and baggage information available to the public shall be limited to information relating to Delta, Delta's Sublessees and Delta Affiliate Carriers. IAT shall not be responsible for the accuracy of any information input into the FIDS or BIDS.

Section 8.08. *Public Address And Paging Systems And Directional Signage.* (a) IAT shall provide and operate a public address and paging system or systems in Terminal 4, including the Delta Premises, *provided that*, the initial acquisition and installation of the public address and paging system in the Delta Premises as part of the Phase I IAT Project shall be included as Project Costs. Delta shall have the right to use the public address and paging system or systems to make public announcements as necessary or appropriate, related to Delta, Delta Sublessees and Delta Affiliate Carriers, subject to the Terminal 4 Rules and Regulations. Notwithstanding the foregoing, IAT shall provide, or cause to be provided to, Delta direct access to such system or systems for the purpose of making announcements in a manner consistent with access provided to other Contract Carriers.

(b) IAT shall install throughout Terminal 4 the operational and directional signage described in Section 12.04, as required by the Port Authority or applicable Law and otherwise to assist passengers and invitees to locate gates, public facilities and concession space.

Section 8.09. *CUTE System; RIDS.* (a) As part of its installation of trade fixtures in the Delta Space, Delta intends to install its proprietary communications system (including gate information display systems) in the Delta Space (the "**Delta Terminal System**"). If the Delta Terminal System can provide essentially the same functionality to non-Delta users of the Delta Terminal System that the common use terminal system, including gate-side ticket readers ("**CUTE System**") used by IAT provides, then IAT will not install the CUTE System in the Phase I IAT Project or operate or maintain the CUTE System in the Delta Space. Instead, the Contract Carriers who are located from time-to-time in the Delta Space will use the Delta Terminal System as non-Delta users. If the Delta Terminal System cannot provide essentially the same functionality to non-Delta users of the Delta Space that the CUTE System provides, IAT shall have the right to install, maintain, replace and operate the CUTE System in the Phase I IAT Project. The operation, maintenance, replacement and repair of the Delta Terminal System shall be at Delta's sole cost and expense; the operation, maintenance, replacement and repair of the CUTE system shall be at IAT's sole cost and expense and shall not be allocated as an ATA Permitted O&M Expense. There shall be no separate or additional charges imposed by IAT on Delta or Delta Affiliate Carriers for use of the CUTE System when operating from IAT Gates, and there shall be no separate or additional charges imposed by Delta on Contract Carriers for use of the Delta Terminal System when operating from Delta Gates.

(b) As part of its installation of trade fixtures in the Delta Space, Delta shall be permitted to install on the exterior wall of the Delta Gates one or more ramp information display systems to facilitate Delta operations, the operation, maintenance, replacement and repair of which shall be at Delta's sole cost and expense, *provided that*, any signage or branding of Delta, any Delta Affiliate or any other Person appearing on such ramp information display system shall be subject to IAT's approval.

Section 8.10. *Telecommunications System.* Subject to approval by IAT and the Port Authority and in compliance with the provisions of Section 12.01 and the Port/IAT Lease, including Section 44 thereof, Delta shall have the right to install, operate and maintain, at its sole cost and expense (directly or through an Affiliate or an Approved Contractor), (i) a telecommunications system (wireless or wired including voice, data and other communications) for access by Delta, its Sublessees and the public and related equipment in the Delta Premises and (ii) communications equipment (wireless or wired, including voice, data and other communications), including software, cabling, hardware, antennae and satellite dishes, and other equipment in the Delta Premises and on the roofs and exterior walls of Concourse B and the Headhouse, *provided that*, the installation, operation or maintenance of any such telecommunications system or communications equipment shall not interfere with existing telecommunications systems and communications equipment at the Airport. If the installation, operation or maintenance of any of Delta's telecommunications systems or communications equipment interferes with any telecommunications systems and communications equipment at the Airport installed subsequent to the installation of Delta's telecommunications systems and communications equipment, Delta shall reasonably cooperate with IAT (at no cost or expense to Delta) in relocating any such systems or equipment; *provided that*, if such interference is with respect to public safety or security systems and equipment which (after commercially reasonable efforts to place such systems and equipment in alternate locations and/or make technical modifications to such systems or equipment which would eliminate such interference) cannot be installed without relocation of Delta's systems or equipment, Delta shall reasonably cooperate with IAT (at Delta's cost and expense) in relocating such systems or equipment of Delta.

Section 8.11. *FIS Facility.* IAT shall make available the FIS Facility located in the Common Space to the United States Government as required by the Port/IAT Lease, *provided that*, the operations, the hours of operation and the levels of staffing of the FIS Facilities shall be determined by the United States Government. Terminal 4 air passengers and flight crew shall have the right to use the FIS Facilities. The United States Government (and not IAT or Delta), shall be solely responsible for operating and staffing the FIS Facilities.

Section 8.12. *Additional Understandings Regarding Terminal 3.* (a) For so long as the Terminal 3 Parking Space Permit is in effect, and IAT shall be managing the hardstand positions on the Terminal 3 Site, IAT shall credit Delta Rent for each use of a hardstand parking position on the Terminal 3 Site by a Scheduled Aircraft Operator (other than Delta or any Delta Affiliate Carrier) in an amount equal to the Terminal 3 Parking Fee to be determined in accordance with Schedule 8-3.

(b) Upon Phase I DBO, Delta shall commence and pursue diligently to completion the Phase I Delta Project at Delta's sole cost and expense.

Section 8.13. *Right Of Entry.* (a) Notwithstanding anything to the contrary herein, IAT reserves for itself and its employees, officers, directors, managers, agents, representatives and contractors, and Delta hereby grants to such parties, the right to enter the Delta Space at reasonable times and without unreasonable interference to Delta or its operations, without being deemed an eviction of Delta or permitting any abatement of rent, to (i) perform IAT's obligations under this Agreement, (ii) inspect the Delta Space and Delta's activities being conducted therein to assure compliance with this Agreement and the Port/IAT Lease or (iii) do any other act or thing that IAT is permitted or obligated to do under this Agreement or the Port/IAT Lease, *provided that*, (A) any damage to the Delta Space or the property of Delta or any of its Sublessees directly resulting from such entry shall be repaired or replaced by IAT as an ATA Permitted O&M Expense (if such damage, however, is caused by the gross negligence or willful misconduct of IAT or their employees, representatives or contractors, it shall be repaired or replaced by IAT at no cost to Delta and not as an ATA Permitted O&M Expense); and (B) except in the event of emergencies, such right of entry into the Delta Nonpublic Space shall be on reasonable notice and Delta shall have the right to require that its representative accompany the party or parties seeking entry.

(b) IAT hereby grants to Delta and its officers, directors, managers, agents, employees, representatives and contractors, subject in all cases to the rights of IAT's Sublessees (other than Delta), the right to enter IAT Space that is not IAT Nonpublic Space, at reasonable times as reasonably necessary to do any other act or thing that Delta is permitted or obligated to do under this Agreement, *provided that*, (A) any damage to the IAT Space or the property of IAT or any of its Sublessees shall be repaired or replaced by Delta at no cost to IAT if caused by Delta or its employees, representatives or contractors; and (B) such right of entry into portions of the IAT Space that is IAT Nonpublic Space or space comprising mechanical or communications closet areas shared by Delta and/or one or more of IAT's other Sublessees shall require advance notice to, and approval by, IAT, and if required by IAT, shall occur only with a representative of IAT and/or IAT's Sublessees present.

Section 8.14. *Trademark License.* (a) Subject to the provisions hereof, Delta hereby grants to IAT a non-exclusive, non-transferable, limited license for the term of this Agreement to (i) display Delta's name, trade name and certain service marks as each exists from time to time (the "**Delta Marks**") on the FIDS and directional and operational signage, and at other locations in Terminal 4 for the purpose of providing informational and/or directional information, and (ii) use the Delta Marks in IAT advertising, brochures or other marketing and informational material relating to Terminal 4, in each case described in clause (ii) to be subject to the prior written approval of Delta. No license or right to display or use the Delta Marks is granted to IAT, except as expressly provided herein. Nothing herein shall be construed or deemed to convey to IAT any interest or property rights in the Delta Marks, and IAT acknowledges and agrees that any goodwill or other rights which arise as a result of the use by it of the Delta Marks shall accrue solely to the benefit of the Person owning such marks. The license of clause (ii) above to display and use the Delta Marks may be revoked or limited by Delta upon notice by Delta to IAT. Delta shall provide to IAT on or prior to the Effective Date, a description and sample of each of the Delta Marks and thereafter shall provide to IAT written notice of any changes thereto. IAT agrees that all advertising, promotional and other materials bearing a Delta Mark shall be submitted for Delta's prior review and approval before printing, publishing, or distributing any such material. Each Delta Mark must appear exactly as set forth in

specifications provided by Delta. Once Delta has approved a specific type of advertisement, IAT may continue to use such Delta Mark in the same format during the term of this Agreement without further approval, but subject to Delta's right to revoke or limit such use on written notice to IAT. At Delta's direction, IAT shall cause the withholding, discontinuance, recall or cancellation, as appropriate, of any advertising or promotional material (i) not approved by Delta, at IAT's sole cost and expense, and (ii) previously approved by Delta but subsequently revoked or limited by Delta, at Delta's sole cost and expense. Delta reserves the right to refuse to participate in any advertising or promotional materials proposed by IAT. Delta shall have sole discretion to determine the acceptability of both the quality and presentation of advertising and promotional materials using any Delta Mark. Each Delta Mark shall be marked with an ® or ^{SM} or other symbol, as appropriate, and reference a legend indicating that "Delta is a registered service mark of Delta Air Lines, Inc." or similar words to that effect. IAT hereby indemnifies and holds harmless Delta from and against any and all Damages that Delta incurs or suffers arising out of a breach by IAT or any IAT's Party's breach of this Section. Delta hereby releases each IAT Party from any Damages that Delta incurs or suffers arising out of any IAT Party's proper display or use of the Delta Marks in accordance with this Section.

(b) Subject to the provisions hereof, IAT hereby grants to Delta a non-exclusive, non-transferable, limited license for the term of this Agreement to display IAT's and/or IAT's name, trade name and certain service marks as each exists from time to time (the "**IAT Marks**") in Delta advertising, brochures or other marketing and informational material relating to Terminal 4, subject to the prior written approval of IAT. No license or right to display or use the IAT Marks is granted to Delta, except as expressly provided herein. Nothing herein shall be construed or deemed to convey to Delta any interest or property rights in the IAT Marks, and Delta acknowledges and agrees that any goodwill or other rights which arise as a result of the use by it of the IAT Marks shall accrue solely to the benefit of the Person owning such marks. The license of this Section to display and use the IAT Marks may be revoked or limited by IAT upon notice by IAT to Delta. IAT shall provide to Delta on or prior to the Effective Date, a description and sample of each of the IAT Marks and thereafter shall provide to Delta written notice of any changes thereto. Delta agrees that all advertising, promotional and other materials bearing an IAT Mark shall be submitted for IAT's prior review and approval before printing, publishing, or distributing any such material. Each IAT Mark must appear exactly as set forth in specifications provided by IAT. Once IAT has approved a specific type of advertisement, Delta may continue to use such IAT Mark in the same format during the term of this Agreement without further approval, but subject to IAT's right to revoke or limit such use on written notice to Delta. At IAT's direction, Delta shall cause the withholding, discontinuance, recall or cancellation, as appropriate, of any advertising or promotional material (i) not approved by IAT, at Delta's sole cost and expense, and (ii) previously approved by IAT but subsequently revoked or limited by IAT, at IAT's sole cost and expense. IAT reserves the right to refuse to participate in any advertising or promotional materials proposed by Delta. IAT shall have sole discretion to determine the acceptability of both the quality and presentation of advertising and promotional materials using any IAT Mark. Each IAT Mark shall be marked with an ® or ^{SM} or other symbol, as appropriate, as directed by IAT. Delta hereby indemnifies and holds harmless IAT from and against any and all Damages that IAT incurs or suffers arising out of a breach by Delta or any Delta Party's breach of this Section. IAT hereby releases each Delta Party from any Damages that IAT incurs or suffers arising out of any Delta Party's proper display or use of the IAT Marks in

accordance with this Section. Notwithstanding anything herein to the contrary, to the extent that IAT's consent is required for Delta's use of same, IAT hereby irrevocably grants to Delta the right to use during the Term the names "Terminal 4" and "Terminal Four" or any other name by which Terminal 4 is commonly known from time to time.

ARTICLE 9.
MAINTENANCE AND OPERATIONS OF TERMINAL 4

Section 9.01. *O&M Services.* (a) IAT shall provide all O&M Services to Terminal 4. "**O&M Services**" or "**O&M**" means all maintenance and operations services to, in, at and on Terminal 4, inclusive of the Delta Space; *provided that*, all maintenance and operations services to, in, at and on the Terminal 2-4 Connector shall be the responsibility, and shall be performed at the sole cost and expense, of Delta.

(b) IAT shall perform the O&M Services itself or through Approved Contractors, in accordance with policies and procedures to be established from time to time throughout the Term by IAT, in accordance with the annual Budgets.

Section 9.02. *Failure To Perform O&M.* If IAT fails to perform any of its O&M Services under this Agreement in accordance with the Terminal 4 O&M Performance Standards and such failure has a Material Adverse Effect on Delta or any Sublessee of Delta, Delta may (but shall not be obligated to) notify IAT and the Management Committee and IAT shall have five days after receipt thereof to propose and commence implementation of a cure for the failure, and shall have a total of 15 days after receipt of Delta's initial notice to cause the failure to be cured; *provided, however, that* (i) if with commercially reasonable diligence such failure cannot be cured within such period of 15 days, and (ii) IAT has commenced the cure of such failure within such 15-day period and has pursued such cure diligently, then such period shall be extended for so long as is reasonably necessary for IAT in the exercise of due diligence to cure such failure. If IAT fails to propose and commence implementation of a cure for the failure within such five day period, or fails to cause the failure to be cured within such 15-day period (as same may be extended pursuant to the preceding sentence), Delta may (but shall not be obligated to) notify IAT and the Management Committee of such failure and, if IAT fails to cause the default to be cured within five days after receipt of such second notice, such matter or dispute shall be referred to the Trilateral Committee for resolution, which such resolution and implementation of the cure must be completed within 10 days of referral to the Trilateral Committee.

Section 9.03. *O&M Performance Standards.* At all times during the Term, IAT shall maintain O&M Services at a level that is at least equal to the standards for a common use international gateway airport terminal in a major city or such other standard established by the Management Committee from time to time (the "**Terminal 4 O&M Performance Standards**").

Section 9.04. *Delta Janitorial Services.* Delta may elect to provide cleaning and rubbish removal services in that portion of the Delta Space that is reserved exclusively for Delta use. If Delta elects to provide cleaning and rubbish removal services in that portion of the Delta Space that is reserved exclusively for Delta, Delta or its Approved Contractor shall provide such services at Delta's sole expense and in accordance with the Terminal 4 Rules and Regulations.

Section 9.05. *Emergency Situations.* If any circumstances or conditions exist which must be resolved or repaired to protect against an imminent threat to life, material property damage or security of the Delta Premises ("**Emergency Repairs**") as a result of the failure of IAT to perform any O&M Services, Delta shall promptly notify IAT of such condition, which

notice shall set forth, in reasonable detail, the nature of the Emergency Repairs and the proposed remedial measures as are reasonably necessary to cure such condition. If IAT does not perform such Emergency Repairs with ten (10) days of receipt of notice from Delta, or such shorter period as may be reasonably necessary to protect against an imminent threat to life, material property damage or security of the Delta Premises, Delta may (after making such efforts as are reasonably practicable given the conditions necessitating the Emergency Repairs) take such minimally necessary measures related to the Emergency Repairs as are required to protect against such imminent threat to life, material property damage or security of the Delta Premises.

ARTICLE 10.
OPERATIONS ADVISORY COMMITTEE;
MANAGEMENT COMMITTEE; TRILATERAL COMMITTEE; AND BUDGET

Section 10.01. *Operations Advisory Committee.* IAT and Delta agree that throughout the Term there shall be established an operations advisory committee (the "**Operations Advisory Committee**") composed of the representatives identified on Schedule 10-1. Each of IAT and Delta may replace its representative on the Operations Advisory Committee by notice to the other party, *provided that* any replacement representative holds a position of authority commensurate with the tasks undertaken by such committee. Although the Operations Advisory Committee shall be responsible for monitoring day-to-day operations matters insofar as the same relate to the use and operation of the Delta Premises (including day-to-day issues related to O&M Services and scheduling of operations during construction periods), IAT shall carry out day-to-day operations. The Operations Advisory Committee shall report directly to the Management Committee. Insofar as the Operations Advisory Committee's recommendations impact Contract Carriers, such policies shall be reasonable, equitable and nondiscriminatory and shall at all times comply with the requirements of the Port/IAT Lease. The parties' representatives on the Operations Advisory Committee will act cooperatively and in good faith in considering each others' suggestions, requests and recommendations, and at all times in compliance with the requirements of the Port/IAT Lease. Matters which cannot be resolved in an expedient manner by the Operations Advisory Committee and which are materially important to the use and operation of the Delta Premises shall be brought to the attention of the Management Committee for expedited resolution. Pending a decision by the Management Committee on the matter in dispute, IAT shall continue to carry out day-to-day operations regarding the matter in dispute in accordance with best management practices. The Operations Advisory Committee shall also act with respect to the following matters: (i) consultation in connection with the scheduling and use of Gates and times, including accommodations necessary for the Phase I IAT Project (and Phase II and Phase III, as applicable), (ii) the matters under review by such subcommittees as may be established by the Management Committee from time to time, and (iii) such other matters as are designated by the Management Committee.

Section 10.02. *Management Committee.* (a) IAT and Delta agree that throughout the Term, there shall be a management committee (the "**Management Committee**") composed of the members set forth on Schedule 10-1. The Management Committee shall meet no less frequently than monthly. The parties' representatives on the Management Committee will act cooperatively and in good faith in considering each others' suggestions, requests and recommendations and the recommendations of the Operations Advisory Committee. Insofar as the Management Committee's recommendations impact Contract Carriers (including with respect to the matters specified in items (i) through (xii) below), such recommendations shall be reasonable, equitable and nondiscriminatory and shall at all times comply with the requirements of the Port/IAT Lease. In addition to resolving issues raised by the Operations Advisory Committee pursuant to Section 10.01, the following matters shall be within the scope of the Management Committee:

(i) consultation with IAT and the Concessions Subcommittee in development and implementation of the Concession Master Plan and the Comprehensive Retail Plan, including identifying concession opportunities and Concession Spaces in Terminal 4, and

reviewing, evaluating, and implementing proposed concepts for Concession Spaces to ensure alignment with Delta's brand and customer experience standards;

(ii) consultation with IAT in preparing the annual Budgets and reconciliations for Permitted O&M Expenses with respect to Terminal 4, approving ATA Permitted O&M Expenses in so far as they apply to the Delta Nonpublic Space, and reviewing periodic financial statements;

(iii) consultation with IAT and Delta in preparing and maintaining a list of Approved Contractors and Terminal 4 Handling Companies and monitoring their performance;

(iv) consultation with IAT and Delta in reviewing the Terminal 4 O&M Performance Standards and actual levels of performance within the Delta Premises;

(v) consultation with IAT in connection with changes to the Terminal 4 Rules and Regulations (which includes standards and rules and regulations for the use, operation and management of the apron, ramp area and other AOA at Terminal 4), and monitoring compliance therewith;

(vi) consultation with IAT in preparing the Terminal 4 Security Plan as set forth in Article 11;

(vii) consultation with IAT in preparing and monitoring compliance with standards, rules and regulations regarding the common use and operation of the Control Tower Space by IAT and Delta;

(viii) consultation with IAT and Delta in preparing and monitoring development of facilities expansions from time to time pursuant to Article 12, except the Phase I IAT Project (the design and development of which shall be governed by Article 6 and the Construction Administration Agreement);

(ix) consultation with IAT with respect to the location of Contract Carrier operations on the Delta Space as set forth in Article 13;

(x) establishing subcommittees as necessary from time to time to address particular matters identified by IAT and/or Delta and to report to the Management Committee with respect thereto;

(xi) resolving operational disputes of the Operations Advisory Committee from time to time in accordance with the procedure set forth in this Section 10.02; and

(xii) such other matters as are provided in Sections 9.02, 9.03, 14.02, 14.03, and 15.03 of this Agreement to be within the scope of the Management Committee's authority.

Matters which are materially important to the use and operation of the Delta Premises and which cannot be resolved in an expedient manner by the Management Committee shall be

promptly brought to the attention of the Trilateral Committee for expedited resolution pursuant to Section 10.04 below. Pending a decision by the Trilateral Committee on the matter in dispute, IAT shall continue to carry out day-to-day operations regarding the matter in dispute in accordance with best management practices.

(b) Each of IAT and Delta may change the identity of its representatives on the Management Committee by notice to the other party, *provided that* any replacement representative holds a position of authority commensurate with the tasks undertaken by such committee. Each of IAT and Delta may designate alternate representatives to act in place of its designated representatives by notice given to the other party, including by oral notice given at any meeting of the Management Committee. Meetings of the Management Committee shall be in person at Terminal 4 or by telephone conference call. One of the representatives on the Management Committee shall be designated to maintain and distribute minutes of each meeting (which minutes shall be subject to approval by the Management Committee). Decisions of the Management Committee shall be made by the unanimous vote of the representatives on the Management Committee.

(c) From time to time, each of IAT and Delta may propose to the Management Committee modifications to the Terminal 4 Rules and Regulations, the Terminal 4 Security Plan, the Comprehensive Retail Plan, the Concession Master Plan, or other matters described in Section 10.02(a) above, that relate to policies and procedures or decisions concerning the use and operation of the Delta Premises or Terminal 4 insofar as the same relate to the use and operation of the Delta Premises in accordance with this Agreement. Matters subject to this Section 10.02(c) which are materially important to the use and operation of the Delta Premises and which cannot be resolved in an expedient manner by the Management Committee shall be promptly brought to the attention of the Trilateral Committee for expedited resolution pursuant to Section 10.04 below. Insofar as the recommendations of IAT and/or Delta under this Section 10.02(c) impact Contract Carriers, such recommendations shall be reasonable, equitable and nondiscriminatory and shall at all times comply with the requirements of the Port/IAT Lease.

(d) [Reserved.]

(e) The Management Committee shall not, nor shall any representative on the Management Committee, take any action in violation of or fail to act in compliance with any provision of the Basic Lease, the Port/IAT Lease, the Transaction Documents, the Terminal 4 Project Bond Documents or this Agreement.

Section 10.03. *Budgets; Calculation of Delta Rent And Adjusted Terminal Management Fees.* (a) Not later than September 1 of each calendar year, Delta shall prepare and furnish to IAT a statement of Delta's and Delta Affiliate Carriers' actual to date and projected flight and passenger usage for the current Annual Period. Not later than September 15 of each calendar year, commencing with the calendar year immediately preceding the calendar year in which Phase I DBO is expected to occur, IAT shall deliver to the Management Committee for the Management Committee's review and consultation, a proposed annual budget for the ensuing Annual Period that is prepared by IAT in good faith taking into consideration factors reasonably determined by IAT to be relevant to such annual budget, including the operation and

maintenance of Terminal 4 in accordance with the Terminal 4 O&M Performance Standards and the Port/IAT Lease, reasonably anticipated increases or decreases in IAT's cost and expense of performing its obligations under this Agreement and the Port/IAT Lease, and reasonably anticipated increases and decreases in activity at Terminal 4 (each such annual budget, a "**Budget**"), *provided that*, there shall be a Budget subcommittee established by the Management Committee for the purpose of keeping the parties informed as to matters relating to each proposed Budget. Each Budget shall include a preliminary pro forma rent statement for the applicable Annual Period, itemized in detail reasonably requested by Delta, projecting the amounts of the Delta Rent (including any anticipated credits attributable to the Terminal 4 Gate Use Fees or Terminal 4 Hardstand Use Fees) and the Adjusted Terminal Management Fees, setting forth the monthly amounts (based on such annual amount) to be payable by Delta in equal monthly installments during such Annual Period. Not later than October 1, Delta shall deliver its comments with respect to the amounts of the Delta Rent (including any anticipated credits attributable to the Terminal 4 Gate Use Fees or Terminal 4 Hardstand Use Fees) and the Adjusted Terminal Management Fees set forth in such Budget to IAT. After its receipt and consideration of Delta's comments, but not later than October 15, IAT shall present a revised proposed Budget, including a revised pro forma rent statement, to the Management Committee. If Delta is still not satisfied with the amounts of the Delta Rent (including any anticipated credits attributable to the Terminal 4 Gate Use Fees or Terminal 4 Hardstand Use Fee) and the Adjusted Terminal Management Fees set forth in such Budget, Delta shall promptly deliver to IAT's representatives on the Management Committee a written explanation of the items to which Delta objects. The Management Committee is responsible for resolving remaining differences between the representatives of IAT and Delta (including through recommendation to the Trilateral Committee if the Management Committee cannot reach a unanimous determination) and making the determination regarding such items, and the resulting Budget shall be the Budget for the applicable Annual Period, including with respect to the amounts of the Delta Rent (including any anticipated credits attributable to the Terminal 4 Gate Use Fees or Terminal 4 Hardstand Use Fees) and the Adjusted Terminal Management Fees for such Annual Period.

The Budget for each Annual Period shall include and cover all estimated and proposed ATA Permitted O&M Expenses and shall indicate the headcount for all personnel of IAT dedicated (on-site or otherwise, full time or part time) to Terminal 4 to the extent the expense of such personnel is allocated to Delta in Article 7. The Budget for the first Annual Period shall be in the form of the pro forma Budget attached hereto as Schedule 10-2, and shall generally conform to the items and staffing levels set forth therein. The Budget for each succeeding Annual Period shall be in the form of the Budget for the prior Annual Period, with such changes in form and scope consistent with the terms of this Agreement as Delta or IAT shall reasonably request and the Management Committee shall approve. If by December 1, IAT has not obtained the approval of the Management Committee with respect to the ATA Permitted O&M Expenses used in calculating the Delta Rent for the Annual Period covered by such Budget, such matter shall be referred to arbitration pursuant to the terms of Article 28 with respect to those matters which remain in dispute, and the proposed Budget shall apply for purposes of calculating the ATA Permitted O&M Expenses used in calculating the Delta Rent. Following resolution of any disputed items from the Budget, IAT shall provide Delta with a credit against future Rent, if applicable, for overpayments made by Delta in respect of such disputed items, and Delta shall promptly pay IAT for any underpayments made by Delta in respect of such disputed items.

(b) If IAT reasonably determines at any time during an Annual Period that it is in the best interests of Terminal 4 to incur any expense which is properly includable in the Permitted O&M Expenses and which is not contemplated by the approved Budget for such Annual Period, IAT shall consult with the Management Committee regarding such expenses, *provided that*, once established for an Annual Period, no increases shall be made to the ATA Permitted O&M Expenses used in calculating the Delta Rent for Capital Repairs in excess of the greater of (i) $2,000,000.00, and (ii) 50% of the Capital Improvements Reserve Fund Requirement (as defined in the Port/IAT Lease) during such Annual Period without the approval of Delta. Notwithstanding any of the foregoing, in the event of an emergency or if an expenditure is necessary to comply with applicable Law or the Port/IAT Lease or to avoid criminal liability, civil liability or the imposition of a fine or other penalty, IAT may incur such cost or obligation without consultation with the Management Committee or Delta consent.

Section 10.04. *Trilateral Committee.* If any matter brought before the Management Committee results in a dispute that is to be elevated pursuant to Section 10.02, such dispute shall be referred to a committee (the "**Trilateral Committee**") composed of three members, one to be appointed by IAT, one to be appointed by Delta, and one to be appointed by JFK IAT Member LLC ("**JFK IAT Member**"). The Trilateral Committee shall be composed of the members set forth on Schedule 10-1, which shall set policies and shall resolve those matters that cannot be resolved by the Management Committee in accordance with Section 10.02. The Trilateral Committee shall consider and resolve matters and disputes referred to the Trilateral Committee herein considering both parties' positions objectively and in good faith. The identity of each of IAT's, Delta's and JFK IAT Member's members on the Trilateral Committee shall change as the identity of the individuals holding such offices change, and each of IAT, Delta and JFK IAT Member may change the identity of the offices and/or its officers on the Trilateral Committee, as such positions change, by notice to the other party, *provided that*, any replacement representative holds a position of authority commensurate with the tasks undertaken by such committee. Each of IAT, Delta and JFK IAT Member may designate alternate representatives to act in place of its designated members by notice given to the other party at the time a matter or dispute is referred to the Trilateral Committee, if the member designated is unavailable, including by oral notice given at such time. Any such matter or dispute shall be referred to the Trilateral Committee by any IAT or Delta representative on the Management Committee by a notice describing the matter or dispute at issue (a "**Notice of Disagreement**") given to IAT, Delta and JFK IAT Member members on the Trilateral Committee. In the event any such matter or dispute is referred to the Trilateral Committee, for a period of 20 days following the delivery of the Notice of Disagreement, the Trilateral Committee shall attempt in good faith to settle the matter or dispute in question, by such meetings in person or by telephone conference call or by such correspondence as the members of the Trilateral Committee shall determine. If the Trilateral Committee settles the matter or dispute in question, the settlement shall be set forth in a written memorandum or agreement signed by the Trilateral Committee members of both parties, which shall be delivered to the Management Committee to be implemented. If at the end of the 20-day period the Trilateral Committee shall not have settled the dispute through a unanimous decision, then JFK IAT Member shall have the ability to resolve such deadlock except in respect to those matters specified in Section 28.02(b) which shall be subject to arbitration pursuant to Section 28.02, *provided that*, nothing contained in this Section 10.04 or in Section 28.02 shall be deemed to restrict the rights of either party to pursue such remedies as are available to such party under Article 26, Article 27 and Section 36.19, as applicable.

ARTICLE 11.
SECURITY

Section 11.01. *Airport Security Program.* Each of IAT and Delta shall be bound by and comply with the Airport Security Program. "**Airport Security Program**" means the Airport Security Program established by the Port Authority, current as of the Effective Date, setting forth the security rules and regulations at the Airport, as the same has heretofore been amended, supplemented, or otherwise modified.

Section 11.02. *Terminal 4 Security.* (a) The "**Terminal 4 Security Plan**" means the Terminal 4 Security Plan, current as of the Effective Date, established by IAT and submitted to the Port Authority, setting forth the security rules, regulations and procedures relating to the use and operation of Terminal 4, as the same has heretofore been amended, supplemented, or otherwise modified and may hereafter be amended, supplemented, replaced or otherwise modified from time to time by IAT (in consultation with Delta) in accordance with the Port/IAT Lease. IAT has provided, and throughout the Term will continue to provide, Delta with access to a complete and correct copy of the Terminal 4 Security Plan, together with all amendments, supplements and other modifications, as in effect as of the Effective Date. Delta agrees to properly secure and safeguard the Terminal 4 Security Plan as required by Law and understands the need to restrict access to the Terminal 4 Security Plan strictly to authorized persons in accordance with applicable Law.

(b) Each of IAT and Delta shall be bound by and shall comply with the Terminal 4 Security Plan. IAT shall take all measures necessary or appropriate to enforce the Terminal 4 Security Plan throughout Terminal 4 (including in and on the Delta Premises) and Delta shall reasonably cooperate, and shall cause its Sublessees to reasonably cooperate, with IAT in connection therewith. IAT shall not unreasonably discriminate in such enforcement against Delta, its Sublessees or the Delta Premises.

(c) IAT shall, either directly or through an Approved Contractor, provide all necessary or appropriate services, facilities and equipment to maintain security in and on Terminal 4 pursuant to the Terminal 4 Security Plan, the Airport Security Program, the requirements of the Port Authority and the TSA and applicable Law and as otherwise required by the Port/IAT Lease, and to operate, maintain, repair, upgrade and replace (as necessary or appropriate) the security facilities and equipment at Terminal 4 (including in or on the Delta Premises). The foregoing shall be included in the O&M Services and the cost thereof shall be included in the ATA Permitted O&M Expenses.

(d) The security services, facilities and equipment to be provided by IAT shall include the staffing, facilities and equipment for the security operations center ("**SOC**"), monitoring the security doors, the closed circuit television (CCTV) system, and the police, fire and life safety communications systems. IAT may provide these services directly or through an Approved Contractor. Subject to the provisions of Article 10 and Section 11.03, the costs paid by IAT with respect to the SOC shall be included in the ATA Permitted O&M Expenses.

(e) The security services to be provided by IAT shall include arrangements with the Port Authority or otherwise to provide that uniformed local law enforcement officers are

present in and on Terminal 4 at all times in compliance with the Airport Security Program and the requirements of the Port Authority, the TSA and applicable Law.

Section 11.03. *Additional Delta Security Rights And Obligations.* (a) Subject to the approval of the Port Authority and the TSA, Delta may provide security for the Delta Space at its own expense, either directly or through an Approved Contractor, which additional security shall be in addition to, and not in replacement of, the security provided by IAT at Terminal 4.

(b) Delta shall apply to the Port Authority for identification badges or cards for all of Delta's employees with access to the AOA and as required pursuant to the Port/IAT Lease. Delta shall apply to IAT for identification badges consistent with Terminal 4 Rules and Regulations for all of Delta's employees for whom Terminal 4 access is necessary and appropriate and IAT shall issue such badges in accordance with the Terminal 4 Rules and Regulations. Delta shall require its employees to display the appropriate identification badges at all times while present at Terminal 4 as and in the manner required by the Port/IAT Lease, the Port Authority Rules and Regulations, the Port Authority Airport Security Program, the Terminal 4 Rules and Regulations, and the Terminal 4 Security Plan (as applicable). Delta shall provide all applications, background checks and other information required by the Port Authority or IAT (as the case may be) to obtain and maintain such identification badges, and Delta shall further provide, at Delta's sole cost and expense, all training for Delta employees required pursuant to the Port/IAT Lease, the Port Authority Rules and Regulations, the Airport Security Program, the Terminal 4 Rules and Regulations and the Terminal 4 Security Plan (as applicable). Notwithstanding anything contained herein to the contrary, Delta and IAT agree that it is not their intention that the Terminal 4 Rules and Regulations or that the Terminal 4 Security Plan will require more stringent background-check or other security-related requirements than those required by Law or by the Port Authority Rules and Regulations.

ARTICLE 12.
ALTERATIONS AND ADDITIONS

Section 12.01. *Alterations Generally.* Any alteration, replacement, modification, addition, improvement or repair to Terminal 4 (each, an "**Alteration**") made pursuant to this Article shall be made in compliance with Laws and the Port/IAT Lease, including Section 19 of the Port/IAT Lease. In addition, no Alteration shall (i) decrease the value, utility or useful life of Terminal 4 from its value, utility or useful life immediately prior to the making thereof, assuming Terminal 4 was in the condition required by the Port/IAT Lease, unless such Alteration is required under the Port/IAT Lease, (ii) violate the Basic Lease or the Port/IAT Lease or any restriction, easement, condition or covenant or other matter affecting title to Terminal 4; (iii) be undertaken before IAT or Delta (as applicable) shall have procured all permits and authorizations required for such Alteration, and (iv) be performed by any contractor that is not an Approved Contractor. The making of any Alterations shall be expeditiously completed in a good and workmanlike manner; and with respect to Alterations affecting the Delta Space made by Delta, Delta shall have made adequate arrangements for payment of the cost of all Alterations and shall be solely responsible for the cost and expense of maintaining and repairing such Alterations without duplication for amounts contemplated by the ATA Permitted O&M Expenses. In connection with any Alteration made by Delta, IAT shall submit to the Port Authority in a timely fashion a Tenant Alteration Application pursuant to Section 19 of the Port/IAT Lease.

Section 12.02. *IAT Alterations; Limitations.* (a) IAT may make, and may permit its Sublessees to make, any Alterations to any portion of Terminal 4 not included in the Delta Space, *provided that*, (i) such Alteration does not materially adversely affect the operation and use of any portion of Terminal 4 or the facilities, systems and equipment thereof; and (ii) if such Alteration occurs on or prior to December 31, 2020, or after December 31, 2020 and Delta has delivered a notice approved by IAT indicating its election to proceed with Phase II and Phase III and has commenced design and construction of Phase II and Phase III, such Alteration will not materially adversely affect the development of the Terminal 4 Site in accordance with the Master Plan or cause such development of the Terminal 4 Site to cost materially more than it would if such Alteration had not been made.

(b) Notwithstanding the provisions of clause (a), above, IAT shall also make or cause to be made such Alterations to any portions of Terminal 4 as are required by the Port Authority or any other Governmental Authority and, if requested by Delta and agreed to be taken by IAT in IAT's sole discretion, such Alterations reasonably proposed by Delta (but not made by Delta) and approved by IAT. IAT shall consult with Delta regarding Alterations Delta wishes to make to Terminal 4.

Section 12.03. *Delta Alterations.* (a) At Delta's sole cost and expense, Delta may make Alterations to (i) the Delta Nonpublic Space, (ii) the Delta Premises to install telecommunications equipment pursuant to Section 8.10, and (iii) Terminal 4 to install signage pursuant to Section 12.04, *provided that*, in all cases such Alterations are in compliance with the Terminal 4 Rules and Regulations and could not reasonably be expected to materially adversely affect the operation and use by IAT and its Sublessees of any other portions of Terminal 4 or the facilities, systems and equipment thereof. In the event that such Alterations could reasonably be expected to materially adversely affect such operation or use, prior IAT approval is required.

(b) Without limiting the provisions of Section 12.03(a), Delta may make Alterations to the following portions of the Delta Premises, but only with the approval of IAT and subject to the terms of the Port/IAT Lease: (i) the interior portions of the Delta Space, and (ii) the Common Space adjacent to the Delta Space and the facilities and equipment of such areas and space, *provided that*, the same could not reasonably be expected to materially adversely affect the operation and use of the Common Space, the IAT Space, any other portion of Terminal 4 occupied by IAT or any of its Sublessees (other than Delta), or the facilities, systems and equipment therein. Except as expressly provided for herein, Delta shall have no right to make any other Alterations to Terminal 4 unless such Alterations are approved by IAT in its sole discretion.

Section 12.04. *Signs.* (a) IAT and Delta acknowledge and agree that, subject to any applicable requirements in the Port/IAT Lease, the designs for the Phase I IAT Project and the Terminal 2-4 Connector Area shall include Delta and SkyTeam branding signage appropriate for an anchor tenant of an airport terminal, taking into consideration the common use nature of Terminal 4, however the specific size, materials and locations of such branding signage not otherwise approved in connection with the approval by IAT of the Phase I IAT Project Contract Documents shall be approved by IAT in its sole discretion. Delta and SkyTeam branding signage in the Terminal 2-4 Connector that is not located in or on the portion of the Terminal 2-4 Connector Area shall not require IAT approval. Delta shall have the right, at its sole cost and expense, to install, alter, modify and relocate its brand signs (other than those purchased with the proceeds of any Terminal 4 Project Bonds) including its names and logos (including all Delta brands such as "Delta Connection" and "Sky Team"), in the location[s] shown on Exhibit C, pages 1 through 5 (subject to such alterations thereto as may be implemented prior to Phase I DBO pursuant to Article 6), and as may be implemented at any existing and future Delta Gates in consultation with IAT, in either case conforming to the specifications of size, location (including branding on the exterior of Terminal 4 as approved by IAT) and materials approved by IAT in consultation with Delta and such other brand signs in such other locations as otherwise may be approved by IAT, *provided that*, no such approval is needed for any alteration or modification of the Delta Mark and such modification does not involve material alteration of size, materials or location of such sign without the prior approval of IAT. In addition, Delta shall have the right, at its sole cost and expense, to install a common use sign on or about the exterior of Terminal 4 in the location shown on Exhibit C, page 1 for location of its brand signs and the brand signs of other IAT ATA Airline Sublessees conforming to the specifications of size, location and materials approved by IAT in consultation with Delta.

(b) IAT shall install and maintain on a consistent basis throughout Terminal 4 operational and directional signage in compliance with Port Authority Rules and Regulations and any other applicable Law.

Section 12.05. *Mechanic's And Materialman's Liens.* No work performed by IAT, on the one hand, or Delta, on the other hand, pursuant to this Agreement or otherwise, whether such work is construction of an Alteration or other work, shall be deemed to be for the immediate use and benefit of the other party. All contracts and subcontracts for Alterations, construction or other work and materials made by Delta shall include provisions to the effect that (a) notwithstanding anything in such contracts or subcontracts to the contrary, all contractors, subcontractors, suppliers and materialmen (each a "**Construction Contractor**") shall perform

the work and/or furnish the materials solely on the credit of Delta with IAT and the Trustee (or any nominee, transferee or assignee thereof) having no obligations therefor whatsoever; (b) no mechanic's, materialman's or other lien shall be asserted by the Construction Contractor against Terminal 4, the Airport or the interest of IAT or the Trustee (or any nominee, transferee or assignee thereof) under the Port/IAT Lease or this Agreement by reason of any work performed for or materials furnished by the Construction Contractor; (c) the Construction Contractor shall forthwith discharge any such lien filed by any of its laborers, subcontractors, materialmen or suppliers or, in the alternative, if it is contesting any such lien, provide a security bond that protects the interest of IAT, the Port Authority and the Trustee (and any nominee, transferee or assignee thereof); and (d) the Construction Contractor shall indemnify and save IAT, the Port Authority and the Trustee harmless from any and all costs and expenses including attorney's fees, suffered or incurred as a result of any such lien that may be filed or claimed in connection with or arising out of work performed or materials furnished by the Construction Contractor. Delta shall pay or cause to be paid all claims lawfully made against it or its Affiliates by any Construction Contractor or other third persons arising out of or in connection with or because of the performance of any Alteration, and shall cause its contractors and any subcontractors to pay all such claims lawfully made against them; *provided, however, that* nothing herein contained shall be construed to limit the right of Delta to contest by appropriate proceedings any claim of any Construction Contractor and/or other person.

ARTICLE 13.
IDENTIFICATION AND USE OF AVAILABLE GATES

Section 13.01. *Use of Delta Gates and Delta Hardstand Positions.* (a) No later than ninety (90) days prior to the beginning of each International Air Transport Association (or successor organization, "**IATA**") summer and winter scheduling season, and based on the actual schedule for Delta and Delta Affiliate Carrier flights for such upcoming scheduling season, Delta shall provide in writing to IAT the proposed schedule for use of the Delta Gates and Hardstand Positions included within the Delta Premises ("**Delta Hardstand Positions**") for the scheduled flights of Delta and Delta Affiliate Carriers during such upcoming scheduling season. Delta shall update the proposed schedule with the official scheduling information loaded into the publicly available scheduling database operated by OAG (or any successor industry-wide commercial airline scheduling database), which shall be no later than thirty (30) days prior to the commencement of the applicable scheduling season. Delta's failure to submit the schedule by the dates specified above shall not prevent Delta from submitting such schedule at a later date and having priority use as provided herein, but subject at all times to the schedule for the applicable scheduling season as established in accordance with this Section 13.01(a); *provided, however*, if no schedule has been submitted by Delta for the applicable summer or winter season, the schedule published by OAG for such summer or winter season, as applicable, shall apply to such scheduling season. So that IAT may revise the schedule to assure maximum and efficient usage of Terminal 4 by Delta, Delta Affiliate Carriers, and Contract Carriers, but subject at all times to the schedule for the applicable scheduling season as established in accordance with this Section 13.01(a), Delta shall provide IAT with a revised flight schedule for Delta Gates and Delta Hardstand Positions within thirty (30) days prior to any revised flight schedule taking effect, and shall take into account, but not be limited to, the addition or elimination of Delta and Delta Affiliate Carrier flights to or from its schedules. Individually and collectively the Delta schedules referenced in this Section 13.01(a) constitute the "**Delta Schedule**". Based on the Delta Schedule and the scheduling information from IAT and the Contract Carriers, IAT will publish a comprehensive schedule for the facility for each scheduling season with reasonable detail of time, slot length and period of availability for Gates and Hardstand Positions based upon the most recent information and schedules available to IAT as of the date that is thirty (30) days prior to each scheduling season. Upon receiving any Delta Schedule, IAT shall have the right to license or sublease to Contract Carriers the available Delta Gates and Delta Hardstand Positions subject to the times, slot lengths and other conditions that are so scheduled.

(b) Delta shall, subject to the Terminal 4 Rules and Regulations, have first priority for scheduling and use for Delta and Delta Affiliate Carrier flights at the Delta Gates and Delta Hardstand Positions (if any) in accordance with the procedures described below; *provided, that*, to the extent the Terminal 4 Rules and Regulations would act to subordinate the priority rights of Delta as specified herein as a result of Delta's operations being domestic rather than international, IAT and Delta agree to negotiate in good faith to accommodate Delta's domestic operations in a manner reasonably acceptable to Delta.

(i) Delta shall have the first priority for scheduling Delta and Delta Affiliate Carrier flights to the Delta Gates and Delta Hardstand Positions (if any) for arrivals and departures in accordance with the procedure described in Section 13.01(a).

(ii) In order to further assure maximum usage of Delta Gates and Delta Hardstand Positions by Delta, Delta Affiliate Carriers, and other Contract Carriers, Delta shall allow temporary use by any Contract Carriers within a scheduling season which is not in conflict with the schedule established in accordance with Section 13.01(a). When IAT confirms (or availability is otherwise confirmed by the applicable control tower personnel) that no other Contract Carrier is scheduled to use a Delta Gate or Delta Hardstand Position or will in fact not use the Delta Gate or Delta Hardstand Position, Delta and Delta Affiliate Carriers shall be allowed to use such Delta Gates and Delta Hardstand Position during any such period. On the other hand, if Delta or Delta Affiliate Carriers shall temporarily be unable to use Delta Gates or Delta Hardstand Positions previously allocated to Delta or Delta Affiliate Carriers under the schedule (or the revised schedule) established in accordance with Section 13.01(a), Delta shall promptly so inform IAT and IAT may allow other Contract Carriers to use such Delta Gates and Delta Hardstand Positions for that temporary period.

(iii) If requested by Delta, IAT shall, subject to the provisions of the Port/IAT Lease, give preference for the use of the available Delta Gates and Delta Hardstand Positions to Contract Carriers who are Delta Code Share Carriers.

(iv) For each use of a Delta Gate by a Contract Carrier, IAT shall charge fees to the Contract Carrier in accordance with the Port/IAT Lease. IAT shall credit Delta Rent for each use of a Delta Gate by a Contract Carrier in an amount equal to the Terminal 4 Gate Use Fee. IAT shall credit Delta Rent for each use of a Delta Hardstand Position by a Contract Carrier in an amount equal to the Terminal 4 Hardstand Use Fee.

(v) As a condition precedent to the use of any of the Delta Gates or the Delta Hardstand Positions by any Scheduled Aircraft Operator other than Delta or Delta Affiliate Carriers, IAT will obtain from such Scheduled Aircraft Operator, duly executed by such Scheduled Aircraft Operator, a license, in the form attached hereto as Exhibit J and hereby incorporated by reference herein together with proof of the insurance coverage required by such license, or if such Scheduled Aircraft Operator is then a party to an existing ATA Airline Sublease with IAT, IAT will obtain a duly executed amendment or addendum to such ATA Airline Sublease providing substantially similar indemnification and insurance provisions for the benefit of Delta as are set forth in the license form attached as Exhibit J. Delta shall be provided a copy of each license obtained by IAT (with the confidential business information redacted therefrom).

(vi) Any Person providing Handing Services to Contract Carriers at the Delta Space shall provide indemnification of Delta for any and all operations on Delta Premises.

(vii) IAT shall ensure that at the conclusion of each occupancy, the relevant Contract Carrier shall surrender the space licensed in a clean and orderly condition, ready for Delta's use and occupancy.

(c) If Delta has excess long term capacity in the Delta Space, Delta shall use commercially reasonable (taking into consideration scheduling and operational matters) efforts

to fill such excess capacity with Delta and Delta Affiliate Carriers operating at Terminal 2. Delta shall identify to IAT from time to time any long term excess capacity at Delta Gates where availability is reasonably expected to continue for a period of not less than twenty-four (24) months and is sufficient for long term use by a Contract Carrier for which IAT shall solicit Scheduled Aircraft Operators to become Contract Carriers for such designated Delta Gates, for a term acceptable to Delta (provided that Delta's identification of available Delta Space shall be exercised for legitimate business purposes consistent with the Delta network plan and shall not be exercised in an unjustly discriminatory manner or in a manner to block access to Delta Gates for anticompetitive purposes). IAT shall have no duty (other than reasonable marketing and related activities consistent with IAT's current business practices) to fill excess capacity at the Delta Gates, and Delta shall continue to include such Delta Gates in the cost calculations used to calculate Delta Rent; *provided that*, Delta shall be entitled to a credit against the Delta Rent in an amount equal to the Terminal 4 Gate Use Fee for each use of the Delta Gates by a Contract Carrier. Delta recognizes and agrees that IAT may also have IAT Gates to lease at the same time that there is excess capacity at the Delta Gates, that IAT shall not have any obligations to give Delta Gates priority over the IAT Gates in identifying Contract Carriers and that IAT is permitted to give IAT Gates preference to Delta Gates when identifying available Gates to Contract Carriers. In addition, if Delta has excess capacity in the Delta Space, and if IAT has excess demand by potential Contract Carriers, IAT may request, but Delta shall be under no obligation to provide (unless IAT is required to accommodate Contract Carriers pursuant to the Port/IAT Lease and IAT is unable to accommodate such Contract Carriers at the IAT Gates, in which case Delta shall make such excess capacity in the Delta Space available to IAT), long term access to one or more Delta Gates as may be specified by Delta in its sole and absolute discretion (provided such discretion is exercised pursuant to a legitimate business purpose consistent with the Delta network plan and not in an unjustly discriminatory manner or in a manner to block access to Delta Gates for anticompetitive purposes), for a term acceptable to Delta, but in all cases in a manner that complies with the requirements of the Port/IAT Lease, and Delta shall be entitled to a credit against the Delta Rent in an amount equal to the Terminal 4 Gate Use Fee.

(d) At any time during a scheduling season, if (i) the hourly Terminal 3 Parking Fee is greater than 150% of the hourly Terminal 4 Hardstand Use Fee, (ii) there are sufficient hardstand positions on the Terminal 3 Site to accommodate one or more of Delta's aircraft scheduled to be parked at the Delta Hardstand Positions during such scheduling season, and (iii) IAT has excess demand (when considered in connection with Delta's scheduled use on the Terminal 3 Site and the Delta Hardstand Positions, and the scheduling needs of Contract Carriers and reasonably expected needs of other Scheduled Aircraft Operators) for the Hardstand Positions, IAT may (after consultation with Delta) request that Delta use one or more of the available hardstands positions located on the Terminal 3 Site to the extent required to accommodate such excess demand by IAT for the Hardstand Positions, so that IAT is able to locate Contract Carriers and other Scheduled Aircraft Operators at the Delta Hardstand Positions made available by Delta's use of the hardstand positions located on the Terminal 3 Site instead of the applicable Delta Hardstand Positions.

Section 13.02. *Use of IAT Gates.* (a) If Delta wishes IAT to locate a Delta Code Share Carrier in an IAT Gate in close proximity to the Delta Gates, IAT shall use reasonable efforts to locate such carrier in such IAT Gate, subject to availability of space and the execution of an

ATA Airline Sublease on terms reasonably acceptable to IAT; provided, however, the Delta Code Share Carriers shall be charged the same as Contract Carriers for the use of the IAT Gate and otherwise shall be treated as Contract Carriers for purposes of this Agreement.

(b) If no Delta Gates or Delta Hardstand Positions, as applicable, are available when required by Delta or a Delta Affiliate Carrier, Delta may request IAT, and IAT shall use commercially reasonable efforts (taking into consideration scheduling and operational matters) to schedule such Delta or Delta Affiliate Carrier flight to an IAT Gate or Hardstand Position if permitted by the schedule established in accordance with Section 13.01(a). For each use of an IAT Gate by Delta or a Delta Affiliate Carrier, Delta shall pay IAT the Terminal 4 Gate Use Fee. For each use of an IAT Hardstand Position by Delta or a Delta Affiliate Carrier, Delta shall pay IAT the Terminal 4 Hardstand Use Fee.

Section 13.03. *Mutual Agreement During Airport-wide or Terminal-wide Irregular Operations.* The Operations Advisory Committee, or its designee, in real-time consultation with Delta and IAT, shall be permitted to assign (without any Terminal 4 Gate Use Fee or other fee but upon reasonable notice to IAT and Delta and without causing unreasonable interference or disturbance to the activities or operations of IAT or Delta or their respective Sublessees) inbound Delta and Delta Affiliate Carrier flights to unoccupied IAT Gates and inbound Contract Carrier flights to unoccupied Delta Gates during airport-wide or terminal-wide irregular operations (i.e., not carrier-specific irregular operations), subject at all times to the Port/IAT Lease.

ARTICLE 14.
CONCESSIONS

Section 14.01. *Concessions Operations.* IAT shall have the exclusive right and obligation to manage and operate all Concession Space in Terminal 4. IAT shall operate and maintain the Concession Space in accordance with the Concession Master Plan and as required by the Port/IAT Lease, which shall include IAT's performance of the following:

(i) use its best efforts to sublet the Concession Space to Concession Sublessees in accordance with the Concession Master Plan (including performing reasonable financial due diligence);

(ii) comply with the Concession Master Plan in all material respects, as the Concession Master Plan may be amended, updated or replaced from time to time;

(iii) coordinate and supervise the construction of tenant improvements by Concession Sublessees in compliance with Article 12;

(iv) use its best efforts to enforce all provisions of the Concession Subleases, including the payment of the rents and other charges payable thereunder; and

(v) manage the daily oversight of the various Concession Sublessees, ensuring that all material contractual obligations of the Concession Subleases are met and that the concessions are run in a first class manner at all times.

Section 14.02. *Concession Master Plan.* IAT shall prepare the Concession Master Plan (and any revisions thereto and replacements thereof) in consultation with the Concessions Subcommittee, subject to the terms and conditions of this Article 14. The Management Committee shall maintain throughout the Term a subcommittee (the "**Concessions Subcommittee**") composed of representatives appointed by IAT and Delta. Each of IAT and Delta may change its members on the Concessions Subcommittee by notice to the other party. The Concessions Subcommittee shall meet no less frequently (including by phone) than monthly during the Phase I IAT Project Construction Period in order to allow time for IAT's development and implementation of the Concession Master Plan prior to Phase I DBO. Thereafter the Concessions Subcommittee shall meet at such times as may be required to address issues related to the performance under, and changes to, the Concession Master Plan. The parties' representatives on the Concessions Subcommittee will act cooperatively and in good faith in considering each others' suggestions, requests and recommendations, taking into consideration the Delta brand and customer experience standards in respect of matters under the Concession Master Plan affecting Delta's and its Sublessees' passengers. Matters which cannot be resolved in an expedient manner by the Concessions Subcommittee shall be promptly brought to the attention of the Management Committee within ten days of any impasse for expedited resolution of disagreements among members of the Concessions Subcommittee with respect to the matters under the Concessions Subcommittee's consideration. The Concessions Subcommittee shall act in an advisory capacity with respect to the following matters: (i) development of the Concession Master Plan and the Comprehensive Retail Plan, including identifying concession opportunities and Concession Spaces in Terminal 4, and reviewing, evaluating, and implementing proposed

concepts for Concession Spaces to ensure alignment with Delta's brand and customer experience standards, (ii) confirming compliance by IAT of the provisions under Section 14.01 above, (iii) preparing plans and recommendations for the Management Committee with respect to curing any deficiencies identified in respect of the performance by any Concession Sublessees, or in respect to deficiencies in the quality (including cleaning and related matters), fit and finish of Concession Space, (iv) addressing any nuisance affecting the Delta Premises resulting from the operations of adjacent Concession Space, and (v) reviewing signage and promotion for concessions, concessions mix, concession performance, and concession standards, rules and regulations.

Section 14.03. *Failure To Perform Concession Management Services.* If IAT fails to perform any of its obligations under this Article 14, Delta may (but shall not be obligated to) notify IAT and the Concessions Subcommittee thereof. IAT shall have 10 days thereafter to propose and commence implementation of a cure for such failure that is satisfactory to Delta and the Concessions Subcommittee; and IAT shall have a total of 30 days after Delta's initial notice to cause such failure to be cured; *provided, however, that* (i) if with commercially reasonable diligence such failure cannot be cured within such period of 30 days, and (ii) IAT has commenced the cure of such failure within such 30-day period and has pursued such cure diligently, then such period shall be extended for so long as is reasonably necessary for IAT in the exercise of due diligence to cure such failure. If IAT does not cure such failure within the time periods specified above, the Concessions Subcommittee or the Management Committee (or the Trilateral Committee, if necessary) shall within ten days of such failure develop a plan to cure such failure.

ARTICLE 15.
BOOKS, RECORDS AND AUDIT

Section 15.01. *IAT Books And Records.* IAT shall make, maintain, keep and retain books, ledgers and other business records ("**Records**") in accordance with the requirements of the Port/IAT Lease, subject to any waivers or modifications thereof granted by the Port Authority from time to time.

Section 15.02. *Delta Books And Records.* (a) Delta shall make, maintain, keep and retain, and shall require each of its Approved Contractors and its Construction Contractors (in each case to the extent the value of materials or services furnished by such person to Delta in respect of the Delta Premises in any Annual Period is in excess of $25,000 and only if the provision of materials or services relates to Rent, charges, payments or other amounts due from Delta to IAT under this Agreement) (in this Section, including Delta, each a "**Delta Recordkeeper**") to make, maintain, keep and retain Records, in accordance with accepted accounting practices, in hard copy and/or computerized form, showing all of the Delta Recordkeeper's transactions connected with or related to Terminal 4. If required by the Port/IAT Lease, Delta shall cause each of its Subleases to contain the required portions of this Section 15.02 pertaining to Records. Delta shall include in each of its contracts with each Delta Recordkeeper a specific provision requiring such Recordkeeper to make, maintain, keep and retain such Records as provided in this Section. Delta shall maintain, and shall require the other Delta Recordkeepers to maintain the Records for four years after the end of the Annual Period to which they relate. Notwithstanding the preceding sentence, (i) if any Records relate to any claim, controversy, dispute, suit, action or proceeding connected with or related to Terminal 4, this Agreement, the Bond Documents or the other Transaction Documents, Delta shall maintain, and shall require the other Delta Recordkeepers to maintain, such Records until four years after the final determination of such claim, controversy, dispute, suit, action or proceeding by a final settlement, award or judgment not subject to the possibility of appeal, and (ii) if any Records relate to expenditures paid or reimbursed with the proceeds of the Series 8 Bonds, Delta shall maintain, and shall require the other Delta Recordkeepers to maintain, such Records as required by the Bond Documents and the Port/IAT Lease and shall (or shall cause the Delta Recordkeeper to) provide copies of all such documents to IAT following Phase I DBO. Throughout the Term, Delta shall (and shall cause each Delta Recordkeeper to) reasonably cooperate with IAT in connection with access to the Records related to the Phase I IAT Project and such other matters as may arise in respect to audits or informational requests of IAT, the Port Authority or any Governmental Authority in connection with the Records related to the Phase I IAT Project.

(b) Delta shall permit the Port Authority's and IAT's representatives to examine, inspect, audit, make extracts from and make photocopies of Delta's Records relating to the Rent, charges, payments and other amounts due from Delta under this Agreement, upon reasonable notice to Delta, during ordinary business hours, at Terminal 4 or another location in the Port of New York District, or, on the condition that Delta shall pay to the Port Authority and IAT all travel costs and expenses for Port Authority and IAT auditors and other representatives in connection with any audit at locations outside the Port of New York District, Delta may make said records and books of account available to the Port Authority and IAT at Delta's offices or the offices where the records are kept. Delta shall permit the Port Authority's and IAT's representatives to examine, inspect, audit, make extracts from and make

photocopies of Delta's Records to the extent provided for in the Port/IAT Lease or this Agreement.

(c) Delta shall require each of the other Delta Recordkeepers to permit Delta's, IAT's and the Port Authority's representatives to examine, inspect, audit, make extracts from and make photocopies of such Delta Recordkeeper's Records upon reasonable request to the extent provided for in said Section 60(e)) of the Port/IAT Lease, during ordinary business hours, at Terminal 4 or another location in the Port of New York District, or, on the condition that such Delta Recordkeeper shall pay to the Port Authority and IAT all travel costs and expenses for Port Authority and IAT auditors and other representatives in connection with any audit at locations outside the Port of New York District, such Delta Recordkeeper may make said records and books of account available to the Port Authority and IAT at such Delta Recordkeeper's offices or the offices where the records are kept. If the Records are not made available in the Port of New York District, Delta shall reimburse IAT or the Port Authority, as the case may be, for its representatives' reasonable costs of travel, meals and lodging to conduct such audit at such location. If the Records are in computerized form, Delta shall, or in the case of another Delta Recordkeeper shall require such Delta Recordkeeper to, demonstrate the same for IAT's or the Port Authority's representatives and allow such representatives to inspect the same to the extent reasonably necessary for such audit. IAT shall notify those granted access to the Records that they are confidential and may not be disclosed without the prior written consent of Delta or the other applicable Delta Recordkeeper (except as provided in Article 31), and shall comply with the provisions of Article 31.

Section 15.03. *Overpayments; Underpayments.* In the event that any audit initiated by IAT discloses any overpayment or underpayment of any Rent (including Delta's O&M Charges) or any other charge, payment or amount paid by Delta under this Agreement, IAT shall promptly notify Delta of such overpayment or underpayment and any dispute relating thereto shall be referred to the Management Committee. Absent a dispute, the parties shall promptly make such adjustment as is appropriate. If the adjustment results in IAT owing Delta, IAT shall credit the amount owed as of the date such notice. If the adjustment results in Delta owing IAT, Delta shall pay the amount owed within 15 days after receipt of such notice. In each case, the amount of the adjustment shall bear interest (from the date the understated or overstated payment was due to the date the amount of the adjustment is paid) at the rate per annum equal to the Prime Rate plus 2% or the highest rate permitted by applicable Law (whichever is less), which shall be paid with the amount of the adjustment.

ARTICLE 16.
COVENANTS

Section 16.01. *Maintenance Of Existence.* Each of IAT and Delta shall preserve, renew and keep in full force and effect its existence as a limited liability company (or any other legally recognized business organization) or corporation, respectively, and its rights, privileges and franchises necessary or desirable in the normal conduct of business, *provided that*, nothing in this Section shall be construed to prohibit or restrict any merger or consolidation that is not otherwise expressly prohibited under this Agreement.

Section 16.02. *Further Assurances.* Each of IAT and Delta shall cooperate with the other party and take (or refrain from taking), execute and deliver, or cause to be taken (or refrained from being taken), executed, and delivered, all further acts, conveyances, documents and assurances reasonably requested by the other party from time to time in order to carry out more effectively the intent and purposes of this Agreement, the Port/IAT Lease, the Bond Documents and the other Transaction Documents.

Section 16.03. *Licenses And Permits and Applicable Laws.* (a) IAT shall and shall require its Approved Contractors, Construction Contractors and Sublessees to, obtain and comply in all material respects with any and all material licenses, permits, certificates and other authorizations required by the Port/IAT Lease.

(b) Delta shall obtain and comply with any and all licenses, permits, certificates and other authorizations required by any Governmental Authority, the Port Authority or the Port/IAT Lease for Delta's activities, assets and operations in, on or at Terminal 4 (as opposed to the use or operation of Terminal 4 as an air terminal) and comply with all applicable laws related thereto. Delta shall require its Approved Contractors, Construction Contractors and Sublessees, to obtain and comply in all material respects with all licenses, permits, certificates and other authorizations required by any Governmental Authority, the Port Authority or the Port/IAT Lease for their respective activities in, on or at Terminal 4 and comply with all applicable laws related thereto. Delta shall promptly deliver to IAT a copy of any written notice of non-compliance that Delta actually receives in respect of any licenses, permits or certificates, or violations of law, applicable to Delta's operations and construction (including construction by Approved Contractors) in the Delta Premises and, if requested by IAT, material correspondence related to the actions being taken to correct any such non-compliance or violation. Any failure to comply with such licenses shall not constitute a default unless such failure is with respect to material obligations thereof.

Section 16.04. *Delta Minimum Liquidity.* Delta hereby covenants and agrees that, if at any time prior to the date on which no Series 6 Bonds are outstanding (x) Delta's total Liquidity is below the greater of (i) i) ten percent Delta's prior fiscal year total passenger revenue as determined based on Delta's annual filing on Form 10-K with the SEC (a **"Liquidity Trigger"**), or (y) Delta's credit card processors have commenced a holdback on payment processing (a **"Holdback Trigger"**), Delta shall promptly either (i) deliver cash in the aggregate amount of the Security Amount to the Escrow Account to be held and disbursed pursuant to an Escrow Agreement (a **"Cash Deposit"**), or (ii) cause a letter of credit, substantially in the form attached hereto as Exhibit K or in such other form customarily used by

the applicable Qualified L/C Provider and reasonably satisfactory to IAT and the Bond Insurer (a "**Letter of Credit**"), to be issued by a Qualified L/C Provider in the aggregate amount of the Security Amount in favor of IAT, which Letter of Credit shall allow for multiple draws thereunder, and no less frequently than once per calendar month. IAT may at any time draw upon such Letter of Credit or cause to be disbursed from the Escrow Account, as applicable, an amount not to exceed (i) the aggregate amount of Delta Rent and Additional Rent due and payable as of the date of such draw or request for disbursement, and (ii) if there has been a Delta Event of Default on or prior to the date of such draw, amounts due by Delta under this Agreement as a result of such Event of Default and IAT's exercise of remedies in respect thereof, but in all cases only to the extent not otherwise paid by Delta or due as a credit to Delta Rent pursuant to this Agreement as of the date of such draw or request for disbursement. Delta's obligation to cause a Letter of Credit to be issued, or to make a Cash Deposit, pursuant to this Section 16.04 shall cease (x) permanently on the date on which no Series 6 Bonds are outstanding, and (y) provided that no Holdback Trigger is then in effect, from the date on which Delta's Liquidity is in excess of the Liquidity Trigger for six (6) consecutive months as confirmed by (i) the Liquidity Reports (as defined below) for such six (6) consecutive month period and (ii) all Form 10-Q filings made by Delta with the SEC, or if not publicly available, as provided to the Bond Insurer, relating to such six (6) consecutive month period, subject to reinstatement on the next date on which Delta's Liquidity is below the Liquidity Trigger or if a Holdback Trigger is then in effect. If there are Series 6 Bonds outstanding, Delta agrees to provide to the Bond Insurer (i) monthly reports reflecting Delta's total Liquidity, within ten (10) Business Days following the end of each calendar month (each, a "**Liquidity Report**"), and (ii) Delta's annual and quarterly Forms 10-K and 10-Q filed with the SEC, which shall be provided within ten (10) Business Days following the filing thereof with the SEC. If there are Series 6 Bonds outstanding, the Bond Insurer shall be a third-party beneficiary of this Agreement with respect to this Section 16.04.

ARTICLE 17.
SUBLEASING AND ASSIGNMENT BY DELTA

Section 17.01. *Subleasing And Assignment By Delta.* (a) Except as otherwise provided in this Agreement, Delta shall not assign this Agreement, or sublease all of the Delta Premises or any portion thereof, to any other Person, without the prior written consent of IAT and the prior written consent of the Port Authority if and to the extent required under the Port/IAT Lease.

(b) Notwithstanding anything else in this Article 17 or elsewhere in this Agreement, no consent of IAT shall be required in the event of any sale, assignment or other transfer of this Agreement to any successor in interest of Delta which is or is to be a Scheduled Aircraft Operator, and with or into which Delta may merge or consolidate, or which may succeed to the assets of Delta or the major portion of its assets related to its air transportation business, but in any such event, such assignment shall not take effect before the assignee is approved and authorized by the Port Authority to operate as a Scheduled Aircraft Operator at the Airport, *provided, further that,* such successor entity or purchaser provides IAT with all reasonably requested information and executes and delivers to IAT documentation satisfactory to IAT assuming the obligations of Delta as if it were the original tenant hereunder, and *provided, further, that,* if required pursuant to the terms of the Port/IAT Lease, such transfer has been approved by the Port Authority.

(c) Notwithstanding anything else in this Article 17 or elsewhere in this Agreement, no consent of IAT shall be required with respect to any ATA Airline Sublease by Delta of any portion of the Delta Premises to a Delta Affiliate Carrier, *provided that,* IAT and/or the Port Authority may impose reasonable and non-discriminatory conditions on such use, such as requirements to furnish proof of insurance, and to pay fees required by the terms of the Port/IAT Lease, and to the extent IAT and/or the Port Authority are not currently under an indemnification arrangement with the applicable Delta Affiliate Carrier, IAT shall enter into operating agreements with such Delta Affiliate Carrier containing appropriate indemnification and insurance provisions for the benefit of IAT, and the Port Authority together with requirements for complying with the Terminal 4 Rules and Regulations. Delta shall be entitled to charge such fees and (subject to the proviso in the preceding sentence) determine the terms and conditions of such ATA Airline Subleases as Delta deems appropriate, and no portion of revenues derived from such ATA Airline Subleases shall be payable to IAT; *provided that,* and Delta hereby covenants and agrees that, in all instances the charges and fees, if any, charged by Delta to its ATA Airline Sublessees shall not exceed amounts that reasonably and fairly pass through the costs and expenses incurred by Delta under this Agreement in respect of such occupied space. Except as otherwise provided herein, no terminal fee or other charge shall be imposed by IAT on any Delta Affiliate Carrier for its use or occupancy of portions of the Delta Premises pursuant to this Section 17.01. In addition, if any Contract Carrier becomes a Delta Affiliate Carrier during the Term of this Agreement, Delta may, in its sole and absolute discretion, relocate such new Delta Affiliate Carrier to the Delta Gates; provided, however, notwithstanding any provision in this Agreement to the contrary, and in order to protect IAT's revenue stream from Contract Carriers, regardless of whether such new Delta Affiliate Carrier moves to the Delta Gates, the ATA Airline Sublease between IAT and such new Delta Affiliate Carrier shall remain in effect (and such new Delta Affiliate Carrier shall continue to pay IAT the rates and charges specified thereunder) until the earlier of (x) if the applicable ATA Airline

Sublease provides for early termination provisions, the date such Contract Carrier exercises such early termination provision in accordance with the terms of the applicable ATA Airline Sublease, or (y) expiration of the term of the applicable ATA Airline Sublease.

(d) No subleasing, assignment or other transfer of this Agreement or sale, assignment or other transfer of any or all of Delta's capital stock shall release Delta from its obligations under this Agreement, unless such release is expressly agreed to by IAT in its sole discretion, with the consent of the Port Authority if and to the extent required under the Port/IAT Lease, *provided that*, IAT shall agree to release Delta in the case of any sale, assignment or other transfer of this Agreement contemplated by Section 17.01(b) if the surviving or transferee corporation or other entity has a net worth equal to or in excess of the net worth of Delta at the time of such transaction.

(e) No provision of this Agreement, including the rights, benefits and easements granted in Article 2, is intended to or shall be interpreted as providing to Delta or its Sublessees or their respective officers, employees, passengers, customers, patrons, contractors, suppliers or invitees, any greater rights, benefits and easements than those granted to IAT under the Port/IAT Lease (or permitted under the Port Authority Consent to Sublease). Delta expressly acknowledges and agrees that all restrictions, limitations and prohibitions contained in the Port/IAT Lease and applicable to IAT and its Sublessees, and their respective officers, employees, passengers, customers, patrons, contractors, suppliers and invitees shall be equally applicable to Delta and its Sublessees, and their respective officers, employees, passengers, customers, patrons, contractors, suppliers and invitees. All rights, benefits and easements granted to Delta and its Sublessees, and their respective officers, employees, passengers, customers, patrons, contractors, suppliers and invitees in this Agreement are subject to any rights, benefits or easements reserved by, or granted by IAT to, the Port Authority under the Port/IAT Lease.

Section 17.02. *No Pledges, Assignments, Encumbrances, etc.* Except as otherwise expressly provided in this Agreement, Delta shall not pledge, assign, mortgage, hypothecate or otherwise encumber, or suffer to exist any liens in respect of, the Delta Premises or Delta's right, title and interest in, to and under this Agreement.

ARTICLE 18.
COLLATERAL ASSIGNMENT BY IAT;
NON-DISTURBANCE BY TRUSTEE

Section 18.01. *Collateral Assignment by IAT; Recognition, Non-Disturbance, Attornment and Consent Agreement.* Delta understands and agrees that (i) IAT may pledge and assign to the Port Authority, as security for IAT's performance of its obligations due to (x) the Port Authority under the Port/IAT Lease and (y) the Trustee and the holders of the Terminal 4 Project Bonds under the Terminal 4 Project Bond Documents, and (ii) IAT and the Port Authority may pledge and assign to the Trustee, as security for all obligations due to the Trustee and the holders of the Terminal 4 Project Bonds under the Terminal 4 Project Bond Documents, all of their respective right, title and interest in, to and under this Agreement, and Delta hereby consents to such actions by IAT and the Port Authority, and to each of the Port Authority and the Trustee (or any nominee, transferee or assignee in connection with the exercise of remedies by the Trustee pursuant to any of the Terminal 4 Project Bond Documents) exercising IAT's rights and remedies and to perform IAT's obligations under this Agreement under the circumstances and to the extent provided in the relevant documents evidencing such pledges and assignments contemplated by this Section 18.01 and in the "Recognition, Non-Disturbance, Attornment and Consent Agreement" contemplated by the immediately succeeding sentence of this Section 18.01. In addition, IAT acknowledges and agrees to Delta entering into a form of "Recognition, Non-Disturbance, Attornment and Consent Agreement" substantially in the form attached hereto as Exhibit H-2 by and among the Trustee and Delta, concerning certain non-disturbance, attornment and other matters more fully set forth therein in respect of this Agreement.

ARTICLE 19.
TAXES

Section 19.01. *Delta Responsibility For Taxes.* Unless Delta is diligently contesting the same as provided below, Delta shall timely pay and timely file all returns and reports with respect to any and all taxes (present or future), assessments or similar governmental charges, including any and all income, gain, franchise, gross receipts, property, estate, inheritance, transfer or similar taxes, assessments or governmental charges, including any and all penalties, fines, interest or additions with respect thereto levied, imposed or assessed by any Governmental Authority (collectively "**Taxes**") against or upon Delta, its property or its activities in or on the Delta Premises or otherwise, including Taxes arising out of or connected with any and all transfers by Delta of its interest under this Agreement and any and all recordings and filings relating thereto (collectively "**Delta Taxes**").

Section 19.02. *IAT Responsibility For Taxes.* IAT shall comply with the applicable provisions of the Port/IAT Lease with respect to Taxes, subject to any waivers or modifications thereof granted by the Port Authority from time to time, subject to the terms of this Agreement.

Section 19.03. *Delta Tax Liens.* Delta shall take any and all action necessary to prevent the filing or recording by any Governmental Authority of a lien arising out of Delta's failure to file any return or report with respect to any Delta Tax or to pay any Delta Tax (a "**Delta Tax Lien**") against Delta's interest under this Agreement, the Delta Premises, Terminal 4 or the Airport. If a Delta Tax Lien is filed or recorded against Delta's interest under this Agreement, the Delta Premises, Terminal 4 or the Airport, Delta shall promptly (i) take any and all action necessary or reasonably requested by IAT or the Port Authority (x) to obtain a discharge of such Delta Tax Lien in its entirety or a release from such Delta Tax Lien of Delta's interest under this Agreement, the Delta Premises, Terminal 4 and/or the Airport (as the case may be) or (y) to prevent the foreclosure of such Delta Tax Lien against Delta's interest under this Agreement, the Delta Premises, Terminal 4 and/or the Airport (as the case may be), (ii) deliver a copy such release or discharge to IAT, (iii) file or record such discharge or release in such offices as are necessary to discharge or release such Delta Tax Lien of record, and (iv) take any further action and provide any further documents as IAT may reasonably request, but no bond or other security shall be required unless such Delta Tax Lien would have a material adverse effect on Delta or IAT. If Delta shall fail to take the action required under clause (i)(x) or (y) within 30 days, then, in addition to any other right or remedy of IAT under this Agreement or applicable Law, IAT shall have the right, but not the obligation, after giving not less than 30 Business Days' prior written notice to Delta, to bond such Delta Tax Lien or discharge the same by paying the amount claimed to be due, including fines, penalties, interest, costs or other expenses. Within 30 days after demand, Delta shall pay to IAT any amount so paid by IAT to bond or discharge any Delta Tax Lien (including reasonable attorneys' fees incurred by IAT to defend, bond or discharge such Delta Tax Lien), together with interest thereon (from the time paid by IAT to the time repaid by Delta) at a rate per annum equal to the Prime Rate plus 2% or the highest rate permitted under applicable Law (whichever is lower). Nothing in this Section 19.03 shall be deemed to release or relieve Delta from any of its obligations hereunder or to obligate IAT to pay or satisfy any Delta Tax Lien. Any such payment to be made by Delta to IAT shall be deemed to be Additional Rent.

ARTICLE 20.
INSURANCE

Section 20.01. *IAT Insurance.* Except as otherwise provided for in Section 20.02(b) with respect to certain construction work, IAT shall at all times during the Term, purchase, provide and maintain in effect, all insurance (including coverages, limits, insureds and endorsements) required pursuant to the Port/IAT Lease (but excluding the construction period insurance that was required of IAT during the original construction of Terminal 4 financed by the Series 6 Bonds) and the Series 8 Bond Documents (including insurance in connection with the construction of the Phase I IAT Project, which shall be purchased, provided and maintained by Delta in accordance with Section 20.02(b)), subject to any waivers or modifications thereof granted by the Port Authority from time to time if permitted by Section 5.01. In addition, IAT shall at all times during the term include coastal windstorm insurance having minimum limits of not less than $500,000,000, earthquake insurance having minimum limits of not less than $250,000,000 and flood hazard insurance having minimum limits of not less than $50,000,000. The cost of such insurance under this Section 20.01 shall be included in the ATA Permitted O&M Expenses to the extent not payable as Project Costs. IAT hereby waives any rights of subrogation IAT has, had, or may have against Delta to the extent such claims are covered by such insurance.

Section 20.02. *Property Insurance By Delta.* (a) Delta shall, at all times during the Term, purchase, provide and maintain in effect, in its own name as insured, insurance against all risks and hazards of physical loss and/or damage to Delta's trade fixtures, equipment and personal property (except its aircraft) located in or on the Delta Premises including personal property financed with the proceeds of Terminal 4 Project Bonds in an amount adequate to cover 100% of the replacement cost thereof, subject to commercially reasonable deductibles and exclusions, but in all cases in compliance with the requirements of the Port/IAT Lease and as otherwise required by the Port Authority. Such insurance shall be endorsed: (i) to include the Port Authority, the City, the Trustee and IAT as additional insureds, as their interests may appear; (ii) to provide that losses shall be adjusted with Delta and payable to Delta (provided that losses in respect of personal property financed with the proceeds of Terminal 4 Project Bonds shall be used to replace such personal property); (iii) to provide that the insurance coverage may only be canceled or materially altered in a manner adverse to the additional insureds after the insurer first provides at least 30 days' prior written notice to the additional insureds (10 days notice in the case of non-payment); and (iv) to waive any and all rights of subrogation against the additional insureds. Delta hereby waives any and all claims Delta has, had or may have against the additional insureds to the extent such claims are covered by such insurance.

(b) Delta shall, at all times during the Term when Delta or its Construction Contractors are performing any construction work in or on the Delta Space (including the installation of Delta's trade fixtures pursuant to Section 6.04 and any other construction or alteration work by Delta), either (x) purchase, provide and maintain in effect, in its own name as insured, builders' risk (all risk) completed value insurance covering such construction work in an amount adequate to cover 100% of the replacement cost of such construction work, or (y) at its option, cause its Construction Contractors to purchase, provide and maintain in effect such builders' risk insurance while they are performing such construction work. Such insurance shall comply in all respects, including coverages, limits, insureds and endorsements,

with the provisions of Section 38, parts I and IV and the other applicable provisions of the Port/IAT Lease and such other requirements of the Port Authority applicable during periods of construction by Delta or its Construction Contractors and all proceeds of such insurance shall be applied in accordance with the Port/IAT Lease and the Bond Documents. Such insurance shall be endorsed: (i) to include the Port Authority, the City, the Trustee, IAT and the contractors and subcontractors as additional insureds, as their interests may appear; (ii) to provide that losses shall be adjusted with and payable to Delta (as provided in this Section 20.02); (iii) to provide that the insurance coverage may only be canceled or materially altered in a manner adverse to the additional insureds after the insurer first provides at least 30 days' prior written notice to the additional insureds (10 days for cancellation for non-payment); and (iv) to waive any and all rights of subrogation against the additional insureds. Delta hereby waives any and all claims Delta has, had or may have against the additional insureds to the extent such claims are covered by such insurance.

Section 20.03. *Additional Insureds.* All policies of insurance to be carried by Delta herein shall be in a form and with a company or companies reasonably satisfactory to IAT and, except for the property insurance coverage, workers' compensation and employers' liability insurance, shall name IAT, JFK IAT Member, Schiphol USA Inc., the Trustee, the Port Authority and the City as additional insureds and shall provide that such policies may not be materially changed, altered, or canceled by the insurer during their term without first giving at least thirty (30) days' notice to IAT (10 days for non-payment) and without giving IAT thirty (30) days to cure any defaults by Delta (10 days for non-payment). In addition, if available at no additional cost, all policies of insurance shall contain a "Breach of Warranty" endorsement or otherwise provide that a breach of any warranty by Delta to the insurance company shall not cancel the insurance coverage of IAT, the Trustee or the Port Authority.

Section 20.04. *Commercial Liability Insurance By Delta.* Delta shall, at all times during the Term, purchase, provide and maintain in effect, in its own name as insured, commercial liability insurance covering property damage liability, bodily injury (including death) liability, personal injury liability, liquor liability, contractual liability, premises liability, products and completed operations liability, hangar keepers liability, baggage liability, cargo liability, mail liability, excess automobile liability, and including excess employers liability in respect of the Delta's operations and activities at Terminal 4, and including legal liability arising out of Delta's operations of vehicles (licensed and unlicensed) on the Airport having minimum limits as follows, but in all cases in compliance with the requirements of the Port/IAT Lease and as otherwise required by the Port Authority: (A) for commercial general liability insurance $100,000,000, combined single limit for any one occurrence and in an annual aggregate; (B) for automobile liability $25,000,000, combined single limit for any one occurrence and in an annual aggregate; (C) for baggage, cargo and mail liability $10,000,000, combined single limit for any one occurrence and in an annual aggregate; (D) for excess employers liability $25,000,000 for any one occurrence; and (E) including an extended coverage endorsement (aviation liabilities) AVN52C or equivalent having minimum limits (1) for aircraft with fewer than 250 passenger seats a combined single limit of $500,000,000 for any one occurrence and in the annual aggregate, and (2) for aircraft with 250 seats or more a combined single limit of $750,000,000 for any one occurrence and in the annual aggregate. Such insurance shall comply in all respects, including coverages, limits, insureds, additional insureds and endorsements with the provisions of the Port/IAT Lease, subject to commercially reasonable deductibles and exclusions. Such

insurance shall be endorsed: (i) to include the Port Authority, IAT, and the City as additional insureds; (ii) to provide that the insurance shall be primary insurance and without any right of contribution from any other insurance carried by any additional insureds; (iii) to provide that the insurance shall respond as though a separate policy has been issued to each insured, *provided that*, this requirement shall not act to increase an insurer's limits of liability as set forth in such insurance; (iv) to provide the insurance coverage afforded to any additional insured shall not be invalidated by any act or omission (including misrepresentation and non-disclosure) of any other person or party which results in a breach of any term, condition or warranty of the policy, *provided that*, such additional insured has not caused, contributed to or knowingly condoned such act or omission; and (v) to provide that the insurance coverage may only be canceled or materially altered in a manner adverse to the additional insureds after the insurer first provides at least 30 days' (seven days' or less as may be customarily available in the event of war and allied perils and 10 days for cancellation for non-payment) prior written notice to the additional insureds.

Section 20.05. *OCIP.* If an owner controlled insurance program ("**OCIP**") is created by Delta for the Phase I IAT Project Construction Period, the coverage requirements specified in this Article 20 for Delta or its respective Construction Contractors, architects and other consultants shall be deemed satisfied if such coverage is provided through such OCIP. During the performance of the Phase I IAT Project, Delta may provide for commercial general liability insurance in connection with the performance of the Phase I IAT Project by requiring each Construction Contractor engaged by Delta for the completion of the Phase I IAT Project to participate in the OCIP, or by requiring each such Construction Contractor to procure and maintain commercial general liability insurance including contractual liability insurance in accordance with the terms hereof, including, without limitation, Section 20.02; *provided that*, for subcontractors not covered by the OCIP, the required commercial general liability coverage shall be not less than $5,000,000, or such greater amount as may be reasonably required by IAT.

Section 20.06. *Certificates Of Insurance.* Each of IAT and Delta shall deliver to the other party hereto certificates of insurance or reinsurance (if applicable), evidencing the insurance coverage required to be maintained or obtained, or caused to be maintained or obtained by it under this Article 20 (i) within five Business Days after the Effective Date or, if not required to be in effect on the Effective Date, within five Business Days after such insurance has been obtained, and, thereafter, prior to the expiration of any applicable policy of insurance or reinsurance; and (ii) with respect to certificates relating to its contractors and subcontractors insurance, within five Business Days after commencement of the relevant contracts and subcontracts (or within five Business Days after the Effective Date if the same are in effect on the Effective Date, or, if not required to be in effect on the Effective Date, within five Business Days after such insurance has been obtained), and, thereafter, prior to the expiration of the applicable policies of insurance or reinsurance. Further, the certificate of insurance shall note and the liability Policy(ies) shall be endorsed to state that: "The insurance carrier(s) shall not, without obtaining the 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."

Section 20.07. *Other Insurance By Delta.* Delta shall, at all times during the Term, purchase, provide and maintain in effect in its own name as insured, workers' compensation and employers' liability insurance with respect to Delta's activities or as may be required by the Port/IAT Lease or as otherwise required by the Port Authority.

Section 20.08. *Additional Coverage.* If the Port Authority requires IAT and its sublessees to carry additional property insurance, liability insurance or any other insurance of any kind, whether pursuant to the Port/IAT Lease or otherwise, IAT shall promptly (A) comply with any such requirement made by the Port Authority, and (B) if applicable, deliver to Delta notice of any such requirement made by the Port Authority that requires Delta to comply therewith (accompanied by a copy of the Port Authority's notice or other communication making such requirement). Upon Delta's receipt of such notice from IAT of any such requirement made by the Port Authority that requires Delta to comply therewith, Delta shall promptly comply with such requirement made by the Port Authority.

Section 20.09. *Notices.* Not later than 10 days after receipt of written notice from any insurer or insurance broker of cancellation or reduction in coverage of any insurance policy required to be maintained by IAT or Delta, such party shall deliver to the other party hereto new certificates of insurance, new certificates of reinsurance (if applicable), a rescission of such notice of cancellation, or other evidence that the required insurance remains in effect and, if requested by the other party, evidence of the payment of the premiums for such insurance, all reasonably satisfactory to the other party.

Section 20.10. *Right To Purchase Insurance.* If at any time Delta shall fail to obtain or maintain or cause to be obtained or maintained in effect the insurance required under this Article 20 or to pay the premiums for any such insurance, then IAT in addition to any other right or remedy of IAT under this Agreement or applicable Law, shall have the right, but not the obligation, after giving not less than 10 days' prior written notice to Delta, to provide for such insurance and/or pay the premiums therefor. Within 30 days after demand, Delta shall pay to IAT any amount paid by IAT to provide for such insurance and/or pay such premiums (including reasonable attorneys' fees incurred in connection therewith), together with interest thereon (from the time paid by IAT to the time repaid by IAT) at the rate per annum equal to the Prime Rate plus 2% or the highest rate permitted under applicable Law (whichever is lower). Any such payment to be made by Delta to IAT shall be deemed Additional Rent. Nothing in this Section 20.10 shall be deemed to release or relieve Delta from any of its obligations hereunder, or to obligate IAT to provide any insurance or to pay any premium that Delta is required to provide or pay under this Article 20.

ARTICLE 21.
DAMAGE OR DESTRUCTION

Section 21.01. *Notice And Protection.* If any damage or destruction, by fire or other casualty, of any part of Terminal 4 occurs, Delta and IAT, as applicable, shall promptly notify the other upon becoming aware thereof. If the damage or destruction is to the Delta Space, Delta shall take such action as is reasonably necessary to secure the Delta Space pending IAT's arrival in response to Delta's notice. Following any event of damage or destruction to any part of Terminal 4 (including the Delta Space), by fire or other casualty, IAT shall promptly take such action as IAT deems necessary and appropriate to protect Terminal 4 (including the Delta Space) against personal injury therein and further property damage and to allow operations in Terminal 4 (including the Delta Space) to continue with minimal interruption given the damage or destruction.

Section 21.02. *Insurance Proceeds.* (a) In the event of any damage or destruction of any part of Terminal 4 (including any part of the Delta Space) by fire or other casualty, IAT shall promptly make claim and proof of loss under its property insurance. IAT shall use diligent efforts to adjust and settle such loss under such property insurance in accordance with the provisions of the Port/IAT Lease. Delta shall cooperate with IAT's efforts to adjust and settle such loss under such property insurance.

(b) If IAT consents, in IAT's sole discretion, to Delta's performance of any repair or restoration work with respect to any damaged or destroyed portion of Terminal 4 pursuant to Section 21.03(b) below, and Delta undertakes the performance of such repair or restoration work subject to the following sentence, IAT shall promptly pay and assign directly to Delta (as and when received by IAT from the insurer or the Port Authority) all insurance proceeds with respect to such damage or destruction relating to such repair or restoration, including proceeds received from or disbursed by the Port Authority as provided in Section 38, Part I, subsection (c) of the Port/IAT Lease. If any such damage or destruction affects multiple portions of Terminal 4, IAT shall expend the insurance proceeds with respect to such damage or destruction on repair and restoration of such portions of Terminal 4 in proportion to the actual costs to repair and restore the damage and destruction of each such portion of Terminal 4.

Section 21.03. *Restoration.* (a) In the event of any damage or destruction, by fire or other casualty, of any part of Terminal 4, IAT shall be obligated to use commercially reasonable efforts to commence and diligently pursue to completion the repair and restoration of the applicable portion or portions of Terminal 4 as expeditiously as possible so as to minimize the time that the damaged portions of Terminal 4 are out of service, in accordance with the as-built plans and specifications, as modified in accordance with the provisions of Article 12.

(b) If Delta wishes to perform any repair or restoration work with respect to any damaged or destroyed portion of Terminal 4, including the Delta Space (other than Delta's trade fixtures, equipment and other personal property), Delta shall promptly notify IAT thereof and Delta and IAT shall use commercially reasonable efforts to determine whether Delta will perform such repair or restoration work. If IAT consents, in IAT's sole discretion, to Delta's performance of any repair or restoration work with respect to any damaged or destroyed

portion of Terminal 4, Delta shall commence and diligently pursue to completion such repair and restoration as expeditiously as possible so as to minimize the time that the damaged portions of the Delta Space are out of service in accordance with the as-built plans and specifications, as modified in accordance with the provisions of Article 12.

(c) Notwithstanding any provision herein to the contrary, both parties agree that all property insurance proceeds hereunder shall be expended for the costs of restoration and building at Terminal 4 and on the Terminal 4 Site and that the obligations contained herein to repair or restore shall be limited to the amount of the insurance proceeds made available for such purposes, *provided that*, IAT or Delta has carried insurance to the extent required by and in accordance with Article 20 hereof. IAT and Delta agree that any shortfalls in the insurance proceeds available for the cost of such restoration or building of Terminal 4 resulting from either party's failure to obtain and maintain required insurance, unless a party's failure to obtain and maintain such insurance is reasonably attributable to the other party's failure to pay amounts due to such party under this Agreement, shall be the responsibility of, and shall be promptly paid by, the party or parties (on a pro-rata basis) who failed to obtain and maintain the required insurance, up to the amount of any insurance proceeds that would have been available if required insurance was obtained and maintained by such party or parties.

Section 21.04. *Delta's Insurance.* In the event of any damage or destruction, by fire or other casualty, of any portion of Terminal 4 for which Delta has maintained property insurance, whether pursuant to Article 20 of this Agreement or otherwise, Delta shall promptly make claim and proof of loss under such property insurance and use diligent efforts to adjust and settle such loss under such property insurance. IAT shall cooperate with Delta's efforts to adjust and settle such loss under such property insurance. Delta shall promptly commence and diligently pursue to completion repair and restoration of Delta's trade fixtures, equipment and other personal property of Delta in accordance with the as-built plans and specifications, as modified in accordance with the provisions of Article 12.

Section 21.05. *No Liability.* Neither IAT nor Delta shall have any liability to the other party arising out of or connected with the damage or destruction of any part of Terminal 4 or the other party's personal property situated on or at Terminal 4 to the extent such damage or destruction is covered by the property insurance maintained by the other party or if the other party fails to maintain such property insurance, could have been covered by such property insurance, unless a party's failure to obtain and maintain required insurance is reasonably attributable to the other party's failure to pay amounts due under this Agreement.

Section 21.06. *Relocation.* In the event any damage or destruction of any part of the Delta Premises renders such part of the Delta Premises unusable by Delta for its intended purpose (as determined reasonably by Delta), pending completion of the repair and restoration of the damage or destruction, IAT shall use commercially reasonable efforts to relocate Delta to other space within Terminal 4, if such space is available to and usable by Delta. To the extent other space within Terminal 4 usable by Delta is not available, IAT shall not have the obligation to relocate Delta to other space. The determination of availability of other space shall be made reasonably by IAT and the determination of usability shall be made reasonably by Delta. To the extent relocation is not effected, from the date of the damage or destruction to the date of completion of the repair and restoration, the Delta Rent shall be fairly and equitably reduced and

recalculated as determined in good faith among Delta and IAT, to the extent of the part of the Delta Premises that is temporarily out of service including appropriate adjustments to the extent ATA Permitted O&M Expenses are actually reduced during such period for the Delta Premises.

Section 21.07. *Express Agreement Governing Damage or Destruction.* The provisions of this Article 21 shall be considered an express agreement governing any case of damage to or destruction of, or any part of, Terminal 4 or the Delta Premises, by fire or other casualty, and Section 227 of the Real Property Law of the State of New York providing for such a contingency in the absence of express agreement, and any other law of like import now or hereafter in force, shall have no application in such case.

Section 21.08. *Application of Certain Insurance Proceeds.* Notwithstanding anything herein to the contrary, the proceeds of all policies covered by Section 38, Part I, of the Port/IAT Lease shall be applied with respect to the Premises as provided in Section 39 of the Port/IAT Lease.

ARTICLE 22.
CONDEMNATION

Section 22.01. *Damages.* Other than as described in Section 22.03, if, during the Term, pursuant to an acquisition pursuant to condemnation or the exercise of the power of eminent domain by any Governmental Authority or the Port Authority or in the event of a conveyance in lieu thereof (collectively referred to as a "**Taking**") the entire Terminal 4 is taken, this Agreement shall terminate as of the date possession shall be taken by such authority and all Rent allocable to the Delta Premises shall cease as of that date. All sums received or recovered by either IAT or Delta or any other person (after deduction for reasonable expenses incurred in such Taking) as a result of such Taking shall be applied and paid in the following order of precedence:

(i) To the retirement of the Terminal 4 Project Bonds, including all accrued interest and premium payments, if any, thereon;

(ii) To Delta, a pro rata portion of the remaining proceeds of the Taking calculated based on the Delta Space in comparison to the total useable area of the building located on Terminal 4 in respect of the loss of Delta's leasehold interest; and

(iii) To IAT, the balance of all sums so recovered.

Section 22.02. *Proceedings.* Without limiting anything set forth in Section 22.01, as between IAT and Delta, and only to the extent of IAT's rights under the Port/IAT Lease, IAT hereby consents to Delta appearing as an interested or aggrieved party at any condemnation or eminent domain proceeding relating to a proposed Taking, filing a claim in connection therewith, or participating as an interested or aggrieved party in any hearing, proceeding, trial or appeal related to a Taking.

Section 22.03. *Extinguishment Of Interest In Terminal 4.* In the event that pursuant to Section 34(b)(i) or (iv) of the Port/IAT Lease, the Port Authority shall have purchased IAT's entire interest thereunder, this Agreement shall automatically terminate as of the effective date of the purchase by the Port Authority of IAT's entire interest under the Port/IAT Lease and IAT shall pay to Delta a pro rata portion of any amount IAT receives from the Port Authority in excess of amounts applied to the retirement of the Terminal 4 Project Bonds, such pro rata portion calculated based on the Delta Space in comparison to the total useable area of the building located on Terminal 4 in respect of the loss of Delta's leasehold interest. In the event of such termination, Delta shall be released from liability from and after the date of such termination for any obligations under this Agreement, other than those obligations that are specifically stated herein to survive the termination of this Agreement. IAT shall not exercise any right it has to terminate the Port/IAT Lease pursuant to Section 34(b)(iv) thereof without the prior approval of Delta. In the event that the Port Authority shall not have purchased IAT's interests under the Port/IAT Lease as described in Article 34 thereof and IAT shall have a right to negotiate directly with any Governmental Authority regarding the condemnation award, Delta shall have a right to participate in any such proceedings and, in addition, shall have the right to initiate negotiations with such Governmental Authority. In the event that any other Governmental Authority acquires any interest in Terminal 4 by condemnation or the exercise of the power of eminent domain and such acquisition renders space at Terminal 4 unavailable to

IAT for Delta's occupancy and use consistent with the terms and conditions of this Agreement, then, to the extent that Delta has an interest in such interest in Terminal 4 under and pursuant to this Agreement, whether that interest be a leasehold interest in the Delta Premises, the right to use in common with others Common Space or any other interest or right in Terminal 4, any and all of Delta's rights or leasehold interests granted with respect to such interest in Terminal 4 actually taken shall terminate at the time title to the property actually taken transfers to the acquiring Governmental Authority. With the exception of those items that survive the expiration or termination of this Agreement as specifically provided in this Agreement, upon any termination of this Agreement as described above, all obligations, duties and privileges of Delta and IAT with respect to only such interest actually taken arising out of and created by this Agreement, except Delta's obligation to pay rent, which shall be adjusted only as provided in Section 22.04 and Section 22.05, shall terminate at such time. The remainder of this Agreement and the rights, duties, obligations, covenants, agreements, representations, warranties and provisions of IAT and Delta and other provisions of this Agreement shall remain in full force and effect. IAT shall pay no fee or other amount in the nature of damages or other compensation whatsoever to Delta in the event of the lawful acquisition by condemnation or the exercise of the power of eminent domain in any interest in Terminal 4. Prior to the time title transfers to the acquiring authority, Delta and IAT shall reasonably determine a schedule for Delta to vacate the affected portion of Terminal 4 to be taken by the acquiring authority.

Section 22.04. *Restoration; Relocation; Adjustment To Rent.* (a) In the event of a Taking which takes, in part or in whole, Delta's interest in the Delta Space or the Common Space and does not result in a termination of this Agreement, IAT shall repair, rebuild and restore Terminal 4 as nearly as possible to its condition immediately prior to such condemnation or exercise of the power of eminent domain.

(b) The obligations contained herein to repair, rebuild and restore shall be conditioned upon, and limited to, the amount of funds available for such purpose from the proceeds of such Taking. IAT shall use reasonable efforts to relocate Delta to other space within Terminal 4, if space is available to and usable by Delta. To the extent other space usable by Delta is not available, IAT shall not have the obligation to relocate Delta to other space. The determination of the availability shall be made reasonably by IAT and the determination of usability shall be determined reasonably by Delta. To the extent such relocation is not effected (and pending any such restoration, to the extent such relocation is not yet effected) the Delta Rent shall be fairly and equitably reduced and recalculated as determined in good faith among Delta and IAT, based on the portion of the Delta Premises that was not lost pursuant to the Taking or that has been replaced, including appropriate adjustments to the extent ATA Permitted O&M Expenses are actually reduced during such period for the Delta Premises. If all or substantially all of the Delta Space as contemplated under Article II cannot be used by Delta for its intended purposes as a result of a Taking, and Delta cannot be relocated to other space within Terminal 4 which is substantially consistent (in capacity and use) with the Delta Premises so taken, Delta may, at its option, terminate this Agreement effective on the date of Taking upon notice to IAT delivered within ten (10) days after the Taking. If this Agreement is so terminated by Delta, that portion, if any, of the net proceeds (after payment of the Terminal 4 Project Bonds) of the damages awarded in respect of Delta's leasehold interest in the Delta Premises shall be distributed to Delta.

Section 22.05. *Payment Of Awards.* In the event of a Taking, any and all awards or damages or other payments paid or payable to IAT or Delta as a result of condemnation or the exercise of the power of eminent domain shall be applied to the retirement of the Terminal 4 Project Bonds if and to the extent required by the Terminal 4 Project Bond Documents. Upon such retirement of the Terminal 4 Project Bonds, and taking into consideration any reduction in the Delta Space, the Delta Rent shall be fairly and equitably reduced and recalculated as determined in good faith among Delta and IAT, including appropriate adjustments to the extent ATA Permitted O&M Expenses are actually reduced for the Delta Premises.

Section 22.06. *Sale In Lieu Of Condemnation.* IAT shall not sell, assign, or otherwise transfer, (or agree to do so) any interest in Terminal 4 to any Governmental Authority or the Port Authority in lieu of or anticipation of any condemnation or exercise of the power of eminent domain without the consent of Delta. Any such sale, assignment or other transfer (or agreement to do so) in lieu or anticipation of any condemnation or exercise of the power of eminent domain shall be treated as a condemnation or exercise of the power of the eminent domain under this Article 22.

ARTICLE 23.
TEMPORARY SUSPENSION OF UTILITIES

Section 23.01. *Temporary Suspension Of Utilities.* The failure, delay or interruption in supplying any utilities in accordance with the provisions of this Agreement, (i) shall not be construed to be an eviction of Delta or entitle Delta to terminate this Agreement, (ii) shall not entitle Delta to offset, reduce, abate or otherwise not pay in full any amount due hereunder as the same shall become due, and (iii) shall not (unless resulting from the gross negligence or willful failure of IAT) be grounds for any claim against IAT by Delta for damages, whether direct, consequential or otherwise, *provided that* IAT is diligently pursuing in a commercially reasonable manner all viable remedies available to IAT or otherwise permitted under the Port/IAT Lease to remedy such failure, delay or interruption in supplying any utilities in accordance with the provisions of this Agreement as soon as is reasonably practicable. IAT agrees to use commercially reasonable efforts to pursue any remedies (in consultation with Delta) available to IAT or otherwise permitted under the Port/IAT Lease to remedy such suspension of utilities as soon as is reasonably practicable.

Section 23.02. Limitations on IAT's Obligation to Supply Electricity. IAT shall not be obligated to supply any electricity in connection with the Delta Premises while an Event of Default has occurred as a result of Delta's failure to pay for electricity provided to the Delta Premises.

ARTICLE 24.
INDEMNIFICATION

Section 24.01. *Indemnification By Delta.* Delta shall defend, indemnify and hold harmless IAT, its members and their respective shareholders, members, directors, officers, employees, agents, representatives, subsidiaries, parents and Affiliates (collectively, the "**IAT Parties**") against any and all claims, demands, damages, liabilities, obligations, awards, fines, judgments, injuries, suits, causes of action, proceedings, obligations, costs and expenses (including reasonable attorneys' fees and costs, expenses or disbursements incurred in defending against the foregoing) (collectively, "**Damages**") incurred, arising out of or connected in any way to (i) the design, construction and completion of the Phase I IAT Project and the Terminal 2-4 Connector and any other construction at Terminal 4 from time to time that may be undertaken by Delta or for which Delta is primarily responsible, (ii) the use or occupancy of Terminal 4 by Delta, Delta's Sublessees or others with the consent of Delta, including Delta's and Delta's Sublessees' passengers, employees and other invitees except the IAT Users, (iii) the acts, omissions, negligence, gross negligence, recklessness, malice or willful misconduct of Delta or Delta's Sublessees or their respective directors, officers, employees, agents, representatives, contractors, passengers and invitees, and others using the Delta Space with the consent of Delta, except the IAT Users (collectively, "**Delta Users**") in, on or at Terminal 4, (iv) Delta's breach of, or failure to perform, any term, condition, agreement, promise, provision, covenant, representation or warranty set forth in this Agreement, and (v) a Transfer by Delta of any membership interest it may have in JFK IAT Member that results in an event of default under the Port/IAT Lease. Notwithstanding anything to the contrary in this Section, nothing in this Section shall require Delta to defend, indemnify and hold harmless any IAT Party with respect to, and this Section shall not apply to, (A) Damages or claims for Damages to the extent the same arise out of the gross negligence or willful misconduct of any IAT Party or its contractors, passengers or invitees, or (B) Damages or claims for Damages with respect to any Assumed Environmental Damages, any Release, Hazardous Substance, other environmental condition, or any environmental obligation, which shall be governed exclusively by Article 34. This Section 24.01 shall survive the expiration or termination of this Agreement with respect to occurrences during the Term.

Section 24.02. *Indemnification By IAT.* IAT shall defend, indemnify and hold harmless Delta and its shareholders, directors, officers, employees, agents, representatives, subsidiaries, parents and Affiliates (collectively, the "**Delta Parties**") against any Damages incurred, arising out of or connected in any way to: (i) the use and occupancy of the Delta Premises by IAT or others with the consent of IAT including the IAT Parties' employees and other invitees, except the Delta Users and Contract Carriers which have executed a license agreement as described in Section 13.01(b)(v), (ii) the acts, omissions, negligence, gross negligence, recklessness, malice or willful misconduct of the IAT Parties, IAT's Direct or Indirect Owners (other than Delta), or their respective directors, officers, employees, agents, representatives, contractors, passengers and invitees, and others using Terminal 4 with the consent of the IAT Parties, except the Delta Users and Contract Carriers which have executed a license agreement as described in Section 13.01(b)(v) (collectively, "**IAT Users**") in, on or at Terminal 4, or (iii) IAT's breach of, or failure to perform, any term, condition, agreement, promise, provision, covenant, representation or warranty set forth in this Agreement. Notwithstanding anything to the contrary in this Section, nothing in this Section shall require IAT to defend, indemnify and hold harmless

any Delta Party with respect to, and this Section shall not apply to, (A) Damages or claims for Damages to the extent the same arise out of the gross negligence or willful misconduct of any Delta Party or its contractors, passengers or invitees, or (B) Damages or claims for Damages with respect to any Excluded Environmental Damages, any Release, Hazardous Substance, other environmental condition, or any environmental obligation, which shall be governed exclusively by Article 34. This Section 24.02 shall survive the expiration or termination of this Agreement with respect to occurrences during the Term.

Section 24.03. *Procedures for Third Party Claims.* (a) In the event that any IAT Party or Delta Party (an "**Indemnified Party**") receives notice of the assertion of any claim for Damages or of the commencement of any action or proceeding for Damages, in any case by any Person who is not a party to this Agreement or an Affiliate of a party to this Agreement (a "**Third Party Claim**") against such Indemnified Party, with respect to which a party to this Agreement is or may be required to provide indemnification under this Agreement (an "**Indemnifying Party**"), the Indemnified Party shall give written notice to the Indemnifying Party as promptly as practicable after becoming aware of such Third Party Claim. Subject to Section 24.03(e), the Indemnifying Party shall have the right, upon written notice to the Indemnified Party (the "**Defense Notice**") within ten (10) days after receipt from the Indemnified Party of notice of such claim, specifying the counsel the Indemnifying Party shall appoint to defend such Third Party Claim ("**Defense Counsel**"), to conduct at its expense the defense against such Third Party Claim in its own name, or if necessary, in the name of the Indemnified Party, *provided, that*, the Indemnified Party shall have the right to approve the Defense Counsel, and in the event the Indemnifying Party and the Indemnified Party cannot agree upon such counsel within five (5) days after the Defense Notice is provided, then the Indemnifying Party shall propose an alternate Defense Counsel, which shall be subject again to the Indemnified Party's approval. The Indemnifying Party shall be liable for the reasonable fees and expenses of counsel employed by the Indemnified Party for any period during which the Indemnifying Party has not assumed the defense of any such Third Party Claim in accordance with this Section 24.03(a) for which it is ultimately found liable for such indemnification obligation.

(b) In the event that the Indemnifying Party shall fail to give the Defense Notice, it shall be deemed to have elected not to conduct the defense of the subject claim, and in such event the Indemnified Party shall have the right to conduct such defense and to compromise and settle the Third Party Claim without the prior consent of the Indemnifying Party and the Indemnifying Party shall be liable for all costs, expenses, settlement amounts or other Damages paid or incurred in connection therewith for which it is ultimately found liable for such indemnification obligation.

(c) In the event that the Indemnifying Party delivers a Defense Notice and thereby elects to conduct the defense of the subject Third Party Claim, the Indemnifying Party shall have the right to conduct such defense and, except as provided in Section 24.03(d), to settle the Third Party Claim without the prior consent of the Indemnified Party. The Indemnified Party shall cooperate with and make available to the Indemnifying Party such assistance and materials as the Indemnifying Party may reasonably request, all at the expense of the Indemnifying Party, and the Indemnified Party shall have the right at its expense to participate in the defense assisted by counsel of its own choosing (at no cost or expense of the

Indemnifying Party), *provided that*, the Indemnified Party shall have the right to compromise and settle the Third Party Claim only with the prior written consent of the Indemnifying Party.

(d) The foregoing notwithstanding, no Indemnifying Party shall consent to the entry of any judgment or enter into any settlement without the prior written consent of the Indemnified Party (i) if such judgment or settlement does not include as an unconditional term thereof the giving by each claimant or plaintiff to each Indemnified Party which is subject to the applicable claim, or a party to the applicable action or proceeding, of a release from all liability in respect to such claim; (ii) if such judgment or settlement would result in the finding or admission of any violation of law against an Indemnified Party; or (iii) if as a result of such consent or settlement, injunctive or other equitable relief would be imposed against the Indemnified Party or such judgment or settlement would materially interfere with or adversely affect the business, operations or assets of the Indemnified Party.

(e) Notwithstanding anything to the contrary contained herein, the Indemnifying Party shall not be entitled to control, and the Indemnified Party shall be entitled to have sole control over, the defense or settlement of any Third Party Claim (and the cost of such defense and any Damages with respect to such Third Party Claim shall constitute an amount for which the Indemnified Party is entitled to indemnification hereunder) if (i) the Third Party Claim is with respect to a criminal proceeding, action, indictment, allegation or investigation; (ii) the Indemnifying Party has failed or is failing to vigorously prosecute or defend such Third Party Claim; or (ii) the Third Party Claim seeks an injunction or other equitable relief against the Indemnified Party.

(f) Any judgment entered or settlement agreed upon in the manner provided herein shall be binding upon the Indemnifying Party, and shall conclusively be deemed to be an obligation with respect to which the Indemnified Party is entitled to prompt indemnification hereunder.

Section 24.04. *Procedures for Direct Claims*. In the event any Indemnified Party should have a claim for indemnification against any Indemnifying Party that does not involve a Third Party Claim, the Indemnified Party shall deliver notice of such claim with reasonable promptness to the Indemnifying Party. The failure by any Indemnified Party so to notify the Indemnifying Party shall not relieve the Indemnifying Party from any liability that it may have to such Indemnified Party with respect to any claim made pursuant to this Section 24.04. The Indemnifying Party shall pay the undisputed amount of such claim (or undisputed portion thereof) and, upon final determination that such Indemnifying Party is liable for the disputed amount, shall promptly reimburse the Indemnified Party for such amount.

ARTICLE 25.
SURRENDER; HOLDING OVER

Section 25.01. *Surrender.* Delta shall peaceably vacate and deliver to IAT possession of the Delta Premises in reasonable condition, reasonable wear and tear excepted, on or before the Expiration Date or Termination Date, as applicable, or at such time as IAT exercises its right to reenter the Delta Premises pursuant to Section 26.05(c) or otherwise under applicable Law. If Delta fails to peacefully vacate and deliver to IAT possession of the Delta Premises as aforesaid, Delta shall be liable for any and all reasonable costs and expenses, including reasonable attorneys' fees and disbursements, incurred by IAT to enter and evict Delta from the Delta Premises, which amounts Delta shall pay to IAT within 10 Business Days after receipt of an invoice therefor (itemized in reasonable detail). If Delta shall fail to pay such amounts within such time, Delta shall also pay interest on such amounts (from the date paid by IAT to the date repaid by Delta) at the rate per annum equal to the Prime Rate plus 2% (but not in excess of the highest rate permitted under applicable Law).

Section 25.02. *Holdover Rent.* If Delta fails to surrender the Delta Premises to IAT immediately at the expiration or termination of this Agreement, Delta shall be deemed a holdover occupant, and IAT shall, in addition to any other rights or remedies available to it under this Agreement or applicable Law, have the right to charge Delta for each day during the period of its holdover occupancy the amount that Delta paid as Rent during the immediately preceding 12 calendar months divided by 365, subject to any appropriate adjustments reasonably determined by IAT. Delta shall pay such amounts on the same basis as set forth in this Agreement for the periods prior to such holdover occupancy. Acceptance by IAT of such amounts shall not renew this Agreement for any period of time. Any rights or remedies provided to IAT under this Article 25 shall be cumulative and not in lieu or exclusive of any other rights or remedies available to IAT under this Agreement or applicable Law. During any time that Delta is a holdover occupant, all of the provisions of this Agreement shall continue in full force and effect. If Delta becomes a holdover occupant, Delta shall give IAT not less than 30 days' prior written notice of the date Delta shall vacate and surrender the Delta Premises to IAT. Notwithstanding anything to the contrary herein, if Delta is a holdover occupant, IAT shall have the right to reenter any portion of the Delta Premises that Delta occupies as a holdover occupant and take possession thereof to the extent permitted under applicable Law, or to commence an action, suit or other proceeding for ejectment of Delta under applicable Law, or to exercise any other right or remedy available to it under this Agreement or applicable Law.

Section 25.03. *Removal Of Property And Signage.* (a) Subject to the provisions of Section 6.05, upon the expiration or termination of this Agreement, Delta shall remove any and all of its trade fixtures and personal property from the Delta Premises and repair any damage caused by such removal. If Delta fails to remove any of its trade fixtures or personal property on or before the Expiration Date or Termination Date, as applicable, IAT may, at Delta's sole cost and expense, remove Delta's trade fixtures and personal property from the Delta Premises and repair any damage caused by such removal, and Delta shall be liable for any and all reasonable costs and expenses, incurred by IAT to remove such trade fixture and personal property from the Delta Premises and repair any damage caused by such removal, which amounts Delta shall pay to IAT within 45 days after receipt of an invoice therefor (itemized in reasonable detail). If Delta shall fail to pay such amounts within such time, Delta shall also pay interest on such amounts

(from the date paid by IAT to the date repaid by Delta) at the rate per annum equal to the Prime Rate plus 2% (but not in excess of the highest rate permitted under applicable Law).

(b) Upon the expiration or termination of this Agreement, upon IAT's request, Delta shall remove its signage as required by this Agreement and repair any damage caused by such removal. If Delta fails to remove any signage when so required as aforesaid, IAT may, at Delta's sole cost and expense, remove Delta's signage and repair any damage caused by such removal and Delta shall reimburse and pay IAT the total cost or expense incurred by IAT thereby within 45 days of the delivery of IAT's invoice (itemized in reasonable detail). If Delta shall fail to pay such amounts within such time, Delta shall also pay interest on such amounts (from the date paid by IAT to the date repaid by Delta) at the rate per annum equal to the Prime Rate plus 2% (but not in excess of the highest rate permitted under applicable Law).

(c) In addition to the provisions of Section 6.05 and the foregoing provisions of this Section 25.03, Delta shall install suitable replacements for any trade fixtures and personal property not owned by Delta in accordance with the provisions of this Agreement that Delta removes from the Delta Premises. Furthermore, notwithstanding any of the foregoing provisions of this Section 25.03, if Delta shall fail to remove any trade fixtures or personal property owned by Delta no later than the termination or expiration of this Agreement, IAT may dispose of the same as waste material or sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale with any balance remaining to be paid to Delta; *provided that*, if the expenses of such removal, storage or sale shall exceed the proceeds of sale, Delta shall pay such excess to IAT upon demand and in accordance with the provisions of Section 25.03(a).

Section 25.04. *Survival.* This Article 25 shall survive the expiration or termination of this Agreement.

ARTICLE 26.
DELTA EVENT OF DEFAULT; IAT REMEDIES

Section 26.01. *Delta Event Of Default.* It shall be an "**Event of Default**" under this Agreement by Delta if any one or more of the events set forth in Section 26.02 and Section 26.03 shall have occurred and be continuing beyond the applicable cure period, if any, set forth in Section 26.04, *provided that*, no such Event of Default shall have occurred if the events set forth in Section 26.02, 26.03 and 26.04 have arisen solely as a result of Delta's compliance with and performance under the Port Authority Consent to Sublease. Upon the occurrence and during the continuance of an Event of Default under this Agreement by Delta, Delta shall continue to have its consultation (but no other) rights on the Concessions Subcommittee, the Operations Advisory Committee, the Management Committee, the Trilateral Committee and related subcommittees.

Section 26.02. *Monetary Default.* It shall be an Event of Default if Delta shall have failed to pay to IAT, when due and after the expiration of the applicable cure period set forth in Section 26.04, any amount required to be paid by Delta to IAT pursuant to this Agreement.

Section 26.03. *Non-monetary Default.* It shall be an Event of Default if any one or more of the of the following events shall have occurred and be continuing beyond the applicable cure period set forth in Section 26.04:

(a) Delta shall fail to perform or observe any material term, covenant, agreement, condition or provision of this Agreement (including pursuing the completion of the Phase I IAT Project in accordance with Article 6) to be performed or observed by Delta, other than those referred to in Section 26.02, to the extent that IAT is not the cause of such failure; or

(b) Delta shall have made any material representation or warranty in this Agreement that shall prove to have been incorrect in any material respect when made; or

(c) (i) Delta shall generally not pay its debts as such debts become due, or shall admit in writing its inability to pay its debts as they become due, or shall make a general assignment for the benefit of creditors (except for an assignment or grant of liens and security interests on its assets to secure indebtedness incurred or to be incurred); (ii) any proceeding shall be instituted by or against Delta seeking to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection or relief of it or its debts under any Law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee or other similar official for it or for any substantial part of its property and, in the case of any such proceeding instituted against it (but not instituted by it), either such proceeding shall remain undismissed or unstayed for a period of 60 days or entry of an order for relief against it or the appointment of a receiver, trustee, custodian or other similar official for it or any substantial part of its property shall occur; or (iii) Delta shall take any action to authorize any of the actions set forth above in this subsection (c); or

(d) Delta shall have made any incorrect statement (including any representation or certification) in the Delta TAA Certificate or in any Standard Draw Documentation relied upon by IAT in making any corresponding statement in the TAA or in a Series 8 Requisition

Certificate, which incorrect statement results in, or, if not cured, would result in, a PA Event of Default; *provided that*, any inaccuracy in the Delta TAA Certificate or any Standard Draw Documentation given by Delta shall not be a default hereunder (or under the Delta TAA Certificate or any Standard Draw Documentation) to the extent that any such inaccuracy is a result of Delta's good faith reliance upon written information provided by IAT (including counsel, accountants and other professionals and contractors retained by IAT); and *provided further that*, (i) IAT shall not, solely based on such Event of Default, institute or pursue any remedy specified in any of paragraphs (b), (c), (d) or (f) (to the extent that any such remedy under paragraph (f) would result in termination of the Agreement or Delta's possession of the Premises similar to the remedies provided in paragraph (c) or (d)) of Section 26.05 of this Agreement prior to the date on which Port has delivered a PA Notice of Default and (ii) IAT shall terminate all remedies being pursued pursuant to such enumerated paragraphs of Section 26.05 if such PA Notice of Default shall be rescinded or otherwise withdrawn; or

(e) A Delta 18A Default Notice (as such term is defined in the Port/IAT Lease) has been delivered by the Port Authority in accordance with the terms of the Port/IAT Lease; or

(f) Delta shall fail to cause a Letter of Credit or Cash Deposit to be provided as required by Section 16.04 of this Agreement within three (3) Business Days after Delta's obligation to cause such Letter of Credit or Cash Deposit to be provided arose thereunder.

Section 26.04. *Notice And Opportunity To Cure.* Except in the case of an Event of Default as set forth in Section 26.03(c), IAT shall provide Delta notice of and an opportunity to cure any default, before the same becomes an Event of Default as follows:

(a) Delta shall have 10 Business Days after receipt of notice from IAT of a default set forth in Section 26.02 to cure such default.

(b) Delta shall have 30 days after receipt of notice from IAT of a default set forth in Section 26.03(a)-(b) and (d) to cure such default, *provided that*, if a default set forth in Section 26.03 is, by its nature, incapable of being cured within 30 days and Delta is at all times diligently attempting to cure such default (except to the extent prevented by any Force Majeure Event), Delta shall have such additional time as is reasonably necessary to effect the cure, *provided, further, however*, if a default by Delta hereunder (i) could reasonably be expected to constitute an "Event of Default" by IAT under the Port/IAT Lease, and the Port/IAT Lease provides a cure period that expires prior to the expiration of the applicable cure period available to Delta hereunder, or (ii) is in respect of Delta's failure to perform its obligations under any Phase I IAT Project Construction Contract and such Phase I IAT Project Construction Contract provides a cure period (including any extended cure period provided to IAT thereunder) that expires prior to the expiration of the applicable cure period available to Delta hereunder (and Delta shall notify IAT of the applicable cure period under any such Phase I IAT Project Construction Contract), then in each case (x) Delta's cure period shall expire three Business Days prior to the expiration of the cure period provided in the Port/IAT Lease or the Phase I IAT Project Construction Contract, as applicable, and (y) during such cure period Delta shall provide consultation rights to IAT with respect to the steps being taken to cure such default, *provided, further, however*, if the default is with respect to the breach of a

material representation or warranty, a cure by Delta shall require that Delta cause the applicable representation or warranty to be correct as made and when cured.

(c) Delta shall have 35 days after receipt of notice from IAT of a default set forth in Section 26.03(e) to cure the applicable Delta 18A Default (as such term is defined in the Port/IAT Lease); provided that, pursuant to Section 25 of the Port/IAT Lease, IAT shall, if such Delta 18A Default has not been cured, request a meeting with the Port Authority to discuss the status of such Delta 18A Default and request a 60-day extension of the required period prior to which the Port Authority may deliver a Notice of Default pursuant to Section 25 of the Port/IAT Lease, which may be granted or withheld in the Port Authority's sole discretion, and (i) if granted, Delta's cure period shall be extended to the date that is 35 days into such 60-day extension period granted by the Port Authority, or (ii) if rejected by the Port Authority, an Event of Default shall be deemed to occur, and such procedures shall apply for each subsequent 60-day extension period, if any, granted by the Port Authority.

(d) If Delta is at all times diligently attempting to obtain a Letter of Credit or Cash Deposit as required by Section 16.04, Delta shall have an additional fifteen (15) days after the expiration of the three (3) Business Day period provided in Section 26.03(f) to cure such default either by obtaining a Letter of Credit from a relationship bank or utilizing Delta's letter of credit capacity under its corporate revolving credit facility, or by posting cash from its balance sheet.

Section 26.05. *Remedies.* Upon the occurrence of and during the continuance of an Event of Default, IAT may, to the extent permitted under applicable Law, in its discretion and at its option, pursue any one or more of the following remedies, upon not less than 10 Business Days notice to Delta:

(a) bring a suit, action or proceeding (summary or otherwise) to distrain for or collect, file a proof of claim in any Delta bankruptcy or other insolvency proceeding for, or institute any other suit, action or proceeding (whether similar to any of the foregoing or not) before any court of competent jurisdiction for, any amounts required to be paid by Delta to IAT pursuant to this Agreement, then due and owing to IAT and for actual compensatory damages, and for all costs and expenses incurred by IAT related thereto, including reasonable attorneys' fees; and/or

(b) accelerate, declare due and payable, bring a suit, action or proceeding (summary or otherwise) to collect or recover, without duplication of amounts recovered pursuant to Section 26.05(c) or (d) any and all payments of Delta Rent that would be due over the remainder of the Term as if all such amounts were payable to IAT at such time, discounted to the present value thereof at the rate equal to the weighted average coupon applicable to the Series 8 Bonds; and/or

(c) without terminating this Agreement and without the necessity of seeking or obtaining any warrant of eviction or other similar writ or court order, to the extent permitted under applicable Law, (i) enter upon and take possession of the Delta Premises by any lawful means; (ii) expel or remove Delta or any other Person occupying the same by, through or under Delta by any lawful means without liability for trespass or any claim for damages of any kind;

(iii) perform or do any of Delta's obligations under this Agreement on behalf of Delta; (iv) relet or otherwise permit the occupancy or use of all or a portion of the Delta Premises to any other Persons on such terms and conditions as IAT shall deem advisable; (v) make any repairs to the Delta Space to the extent necessary to return such premises to reasonable condition, reasonable wear and tear excepted; (vi) collect rent and other payments from such Persons, if any; and/or (vii) sue or bring an action or proceeding (summary or otherwise) for, collect or recover (A) all costs and expenses incurred by IAT related to the foregoing, including reasonable attorneys' fees, and (B) without duplication of any amounts recovered under Section 26.05(b) or (d), any difference or deficiency between the amounts IAT receives from such Persons and the amounts Delta is obligated to pay pursuant to this Agreement (and Delta and IAT acknowledge and agree that (x) IAT shall use reasonable efforts to mitigate its damages, and (y) if IAT relets or reuses the Delta Premises or any portion thereof, the damages owed by Delta hereunder shall be the net amount after giving effect to the amounts IAT receives from such reletting or reuse); and/or

(d) terminate this Agreement, in which event Delta shall promptly vacate the Delta Premises and surrender the same to IAT pursuant to Section 25.01, and, if Delta fails to so surrender and vacate the Delta Premises, to the extent permitted under applicable Law, IAT may enter upon and take possession of the Delta Premises by any lawful means and expel or remove Delta or any other Person occupying the same by, through or under Delta by any lawful means without liability for trespass or any claim for damages therefor; and Delta shall pay to IAT on demand the amount of all loss and damage which IAT may suffer by reason of such termination, whether through inability to relet, including under ATA Airline Subleases (after commercially reasonable efforts to so relet), the Delta Premises on terms equal to or better than the terms of this Agreement or otherwise, including (i) without duplication of any amounts under Section 26.05(b) or (c), the loss of any and all Rent that would be due over the remainder of the Term, discounted to the present value thereof at the rate equal to the weighted average coupon payable on the Terminal 4 Project Bonds ("**Discount Rate**") and (ii) all costs and expenses incurred by IAT related to the foregoing, including reasonable attorneys' fees; and/or

(e) cure the default or Event of Default, in which case Delta shall reimburse IAT for the costs and expenses incurred by IAT to cure such Event of Default, including reasonable attorneys' fees, upon demand, including an itemization in reasonable detail of such costs and expenses and accompanied by reasonable evidence of the payment of such costs and expenses, together with interest on such costs and expenses paid by IAT at the rate per annum equal to the Prime Rate plus 2% or the highest rate permitted under applicable Law (whichever is less) from the date the same were paid by IAT to the date the same are repaid by Delta; and/or

(f) without duplication of any remedy described in paragraphs (a)-(e) hereof, exercise any other rights or remedies available to IAT under this Agreement, under any other applicable agreement, under applicable Law or otherwise, subject to the provisions of this Agreement limiting or restricting liability or remedies.

Section 26.06. *Cumulative Remedies.* All rights and remedies available to IAT under this Agreement shall be cumulative and additional to, and not in lieu or exclusive of, any other rights and remedies available to IAT under this Agreement, under any other applicable

agreement, under applicable Law or otherwise, subject to the provisions of this Agreement limiting or restricting liability or remedies. The exercise by IAT of any right or remedy under this Agreement shall not prevent IAT from exercising any other right or remedy available to IAT under this Agreement, under any other applicable agreement, under applicable Law or otherwise, subject to the provisions of this Agreement limiting or restricting liability or remedies. However, notwithstanding anything herein to the contrary, IAT shall not be entitled to have a judgment or award for, or to collect or receive, under one right or remedy any amount for which it has already received a judgment or award under another right or remedy or otherwise collected or received.

Section 26.07. *Waiver Of Redemption.* Delta hereby knowingly and voluntarily waives any and all rights to recover or regain possession of the Delta Premises and to redeem any interest in the Delta Premises under any present or future applicable Law in the event that Delta is lawfully evicted or dispossessed from, or IAT lawfully recovers possession of, the Delta Premises by reason of an Event of Default.

Section 26.08. *No Consequential Damages.* Notwithstanding anything to the contrary, in no event shall Delta have any liability for any consequential, punitive or exemplary damages as a result of an Event of Default under this Agreement by Delta, and IAT hereby agrees to forego any rights and remedies it may have for the recovery of consequential, punitive or exemplary damages and damage awards to the extent the same are multiples of direct or other damages as provided by Law or otherwise (except to the extent expressly provided in Section 26.05(d)).

ARTICLE 27.
IAT EVENT OF DEFAULT; DELTA REMEDIES

Section 27.01. *IAT Event Of Default.* It shall be an **"IAT Event of Default"** under this Agreement if any one or more of the events set forth in Section 27.02 and 27.03 shall have occurred and be continuing beyond the applicable cure period, if any, set forth in Section 27.05, *provided that*, no such IAT Event of Default shall have occurred to the extent that the events set forth in Section 27.03 have arisen as a result of IAT's obligation to comply with and performance pursuant to the Port/IAT Lease, the Bond Documents or any other Transaction Documents.

Section 27.02. *Monetary Default.* It shall be an IAT Event of Default if IAT shall have failed to pay, or credit, to Delta, when due and after the expiration of the applicable cure period set forth in Section 27.05, any payment of any amount required to be paid by IAT to Delta pursuant to this Agreement.

Section 27.03. *Non-monetary Default.* It shall be an IAT Event of Default if any one or more of the of the following events shall have occurred and be continuing beyond the applicable cure period set forth in Section 27.05:

(a) if IAT shall fail to perform or observe any material term, covenant, agreement, condition or provision of this Agreement to be performed or observed by IAT, other than those referred to in Section 27.02, to the extent that Delta is not the cause either direct or indirect, of such failure; or

(b) if IAT shall have made any material representation or warranty in Section 4 of this Agreement that shall prove to have been incorrect in any material respect when made.

Section 27.04. *Termination of Port/IAT Lease by Port Authority.* If the Port Authority delivers to IAT any notice of termination of the Port/IAT Lease and such notice shall remain in effect under the Port/IAT Lease, upon IAT ceasing to have a possessory interest thereunder, IAT shall not have any right to exercise any rights or perform any obligations under this Agreement.

Section 27.05. *Notice And Opportunity To Cure.* Delta shall provide IAT notice of and an opportunity to cure any default, before the same becomes an IAT Event of Default. IAT shall have 30 Business Days after receipt of notice from Delta of a default set forth in Section 27.02 to cure such default. IAT shall have 30 days after receipt of notice from Delta of a default set forth in Section 27.03 to cure such default, *provided that*, if a default set forth in Section 27.03 is, by its nature, incapable of being cured within 30 days and IAT is at all times diligently attempting to cure such default (except to the extent prevented by any Force Majeure Event), IAT shall have such additional time as is reasonably necessary to effect the cure, provided, further, however, if the default is with respect to the breach of a material representation or warranty, a cure by IAT shall require that IAT cause the applicable representation or warranty to be correct as made and when cured.

Section 27.06. *Remedies.* Upon the occurrence of and during the continuance of an IAT Event of Default, Delta may, to the extent permitted under applicable Law, in its discretion and

of the Passenger Terminal Bonds."

(b) *Amendment to Paragraph (d).*

The second sentence of paragraph (d) of Section 22 is deleted in its entirety, and the following is substituted in its place:

"As of the date of the Fifth Supplemental Agreement to this Agreement, the Lessee agrees that the Port Authority Bond Expenses are

(c) *New Paragraph (m).*

A new paragraph (m) is added to Section 22 as follows:

"(m) *Refunding of Bonds.*

The Lessee agrees, commencing January 1, 2011, to cooperate and work with the Port Authority to initiate, advance and complete a current refunding of the outstanding Second Installment, Third Installment and Fourth Installment of the Series 6 Bonds, for a term not longer than the remaining term of the Series 6 Bonds being refunded, if the Port Authority and the Lessee determine that such a refunding would be expected to (x) achieve at least a savings on a net present value basis and (y) result in a lower projected annual debt service on the refunding bonds than the projected annual debt service on the Series 6 Bonds being refunded for substantially all of the years that any such refunding bonds may be outstanding. The foregoing net present value savings calculation shall assume (i) interest rates for the refunding bonds as determined by the Port Authority in consultation with an independent financial advisor or investment bank, based upon current market conditions for debt of equivalent credit quality, term and tax status; and (ii) a discount rate based upon the arbitrage yield of the refunding bonds."

10. Amendment to Section 25 of the Lease

Section 25 of the Lease is hereby amended by the addition at the end thereof of a new paragraph (i) as follows:

"(i) *Delta 18A Defaults.*

(i) Notwithstanding the provisions of Section 25(a)(x), in the event of a failure of the Lessee to keep, perform and observe each and every promise, covenant and agreement set forth in Section 18A on its part to be kept, performed, or observed, and such failure is due to or caused by any act or omission of Delta (a "**Delta 18A Default**"), the Port Authority shall, at least sixty (60) days prior to sending a Notice of Default in connection with such failure (such 60-day period, an "**18A Default Waiting Period**"), send to the Lessee a notice (an "**18A Notice**") stating that (x) such Delta 18A Default has occurred and (y) that the Port Authority intends to send a Notice of Default by reason of such occurrence.

(ii) The Lessee may, not earlier than thirty (30) days and not later than forty-five (45) days following the effective date of (x) an 18A Notice or (y) an 18A Default Waiting Period Extension Notice (as defined below), send a notice to the Port Authority requesting a meeting to discuss the Delta 18A Default, and the Port Authority and the Lessee shall meet within five (5) business days thereafter. Following such meeting, the Port Authority shall, in its sole discretion, determine whether to extend the 18A Default Waiting Period, and shall, within twenty-four (24) hours following such meeting, send a written notice to the Lessee by electronic mail, facsimile or other electronic transmission, informing the Lessee whether the 18A Default Waiting Period is extended. If the notice extends the 18A Default Waiting Period (such notice, an "**18A Default Waiting Period Extension Notice**"), the 18A Default Waiting Period shall thereupon be extended for an additional sixty (60) days from the date of such 18A Default Waiting Period Extension Notice, and if the notice does not extend the 18A Default Waiting Period, such 18A Default Waiting Period shall expire on the expiration date of such then-effective 18A Default Waiting Period. So long as an 18A Default Waiting Period, as it may be so extended, remains in effect, the foregoing provisions of this Section 25(i)(ii) shall continue to apply.

(iii) It is expressly understood that

in the case of a Delta 18A Default, Deferred Compliance (as defined in Section 25(g)) shall be deemed to be applicable under Section 25(a)(x) to the Lessee's performance of the obligation(s) that are the subject of the Delta 18A Default (provided that such performance by the Lessee complies with the provisions of Section 25(g))."

11. Amendment and Restatement of Section 31 of the Lease

(a) *Amendment to Text.*

Section 31 of the Lease, entitled "*Restriction on Transfer*", is hereby amended and restated in its entirety to read as follows:

"Section 31. Restriction on Transfer

(a) (i) The Lessee represents, as of the "Buyout Date" and the "Effective Date", both as defined in the Fifth Supplemental Agreement to this Agreement, that the organization chart shown in Exhibit 31.1A is a true, correct and complete representation of the ownership structure of the Lessee and its parent entities (each such parent entity, including without limitation each member of the Lessee, a "**Designated Entity**").

(ii) The requirements contained in the following items (1) and (2) of this subparagraph (ii) (the "**Ownership Requirements**") shall be true at all times, and it shall be a material default under this Agreement if the Ownership Requirements are violated:

(1) JFK IAT Member LLC ("**IAT Member**") shall directly own and control a membership interest in the Lessee that is greater than or equal to the membership interest of each other member of the Lessee. For purposes of the foregoing, separate membership interests in the Lessee held directly or indirectly by related entities shall be deemed to constitute a single membership interest in the Lessee, as illustrated by the following examples:

Example 1. IAT Member owns a 50% membership interest in the Lessee and the other membership interests in the Lessee are 30% and 20% (irrespective of whether

held by related or unrelated entities, because IAT Member's membership percentage would, in either case, be greater than or equal to, but not less than, the largest single percentage membership interest in the Lessee).

Example 2. IAT Member owns a 35% membership interest in the Lessee and the other membership interests in the Lessee, held by entities unrelated to IAT Member and to each other, are 35% and 30%.

(2) N.V. Luchthaven Schiphol ("**Schiphol**") (or any successor entity) shall:

(A) prior to the third anniversary of DBO, (x) Directly or Indirectly Own and control at least one hundred percent (100%) of IAT Member and (y) Directly or Indirectly Own and control at least one hundred percent (100%) of, and be (or own and control one hundred percent (100%) of, or be under one hundred percent (100%) common ownership and control with or by) the operator of, a principal international airport serving the city of Amsterdam ("**Amsterdam Airport**"), and

(B) on and after the third anniversary of DBO, (x) Directly or Indirectly Own and control at least fifty-one percent (51%) of IAT Member and (y) Directly or Indirectly Own and control at least fifty-one percent (51%) of, and be (or own and control fifty-one percent (51%) of, or be under fifty-one percent (51%) common ownership and control with or by) the operator of, Amsterdam Airport.

(iii) "**Direct or Indirect Owner**" or to "**Directly or Indirectly Own**" shall refer to ownership on a cumulative basis, whether or not through subsidiaries, and "**Direct or Indirect Ownership**" shall mean the percentage of such cumulative ownership. For example, if Schiphol's 80% directly-owned subsidiary directly owns 80% of IAT Member, Schiphol is the Direct or Indirect Owner of 64% of IAT Member, and Schiphol's Direct or Indirect Ownership in IAT Member is 64%.

(iv) The breach of the requirements

contained above in subparagraph (ii) of this paragraph (a) shall constitute a material default under this Agreement, giving rise to a right of termination by the Port Authority under Section 25(a) hereof, subject to the provisions of Section 25, including paragraph (b) thereof.

(b) (i) No Transfer (as defined in subparagraph (ii) below) may be made without the prior written consent of the Port Authority, and any Transfer made without such consent shall constitute a material default under this Agreement, giving rise to a right of termination by the Port Authority under Section 25(a) hereof, subject to the provisions of Section 25, including paragraph (b) thereof.

(ii) "**Transfer**" shall mean the sale, assignment, pledge, hypothecation or other voluntary transfer of any interest in the Lessee or any Designated Entity, and shall include *but not be limited to* (1) the sale, assignment, redemption or transfer of outstanding stock of or membership interest in, respectively, any corporation or any limited liability company that is the Lessee or a Designated Entity or that is the general partner of any partnership that is the Lessee or a Designated Entity, (2) the issuance of additional stock or membership interest in, respectively, any corporation or limited liability company that is the Lessee or a Designated Entity or that is the general partner of any partnership that is the Lessee or a Designated Entity, and (3) the sale, assignment, redemption or transfer of any general or limited partner's interest in, or the admission of a new partner to, a partnership that is the Lessee or a Designated Entity or that is a general or limited partner of any partnership that is the Lessee or a Designated Entity.

(iii) Notwithstanding any other provision of this Section 31 or this Agreement, any pledge or hypothecation by Schiphol of any or all of its assets in connection with financing from one or more third parties (a "**Schiphol Pledge**") and any pledge or hypothecation by Delta of any or all of its assets in connection with financing from one or more third parties (a "**Delta Pledge**") shall not constitute a Transfer hereunder, provided, however, that this sentence shall not apply to a financing for which a pledge

of the portion of Schiphol's or Delta's (as applicable) assets consisting of its indirect or direct interest in IAT Member is a substantial part of the collateral, which pledge shall constitute a Transfer hereunder; provided, further, that it is expressly understood and agreed that any violation of the Ownership Requirements resulting from a foreclosure upon a Schiphol Pledge or a Delta Pledge shall constitute a material breach of this Agreement, as provided above in this Section 31; provided, further, that the term "**any successor entity**" in the definition of "Ownership Requirements" shall include a foreclosing lender and a purchaser in foreclosure; provided, further, that a foreclosure upon a Delta Pledge shall constitute a Transfer hereunder and shall be subject to the provisions of Sections 31(e) and 31(f) below. The Lessee shall give notice to the Port Authority of a pledge or hypothecation by Schiphol or Delta which includes its indirect or direct interest in IAT Member, setting forth the identity of the pledgee and the general nature of the transaction, and stating that such transaction is not a financing for which a pledge of the portion of Schiphol's or Delta's (as applicable) assets consisting of its indirect or direct interest in IAT Member is a substantial part of the collateral. Failure to give such notice shall not constitute such transaction a Transfer, shall not constitute a material breach of this Agreement and shall be subject to the notice and cure provisions of Section 25(a)(x), as further provided in the remaining provisions of Section 25. No notice shall be required with respect to any transaction which does not involve a direct or indirect interest in IAT Member. In the event that a Transfer of Delta's Direct or Indirect Ownership interest in IAT Member has occurred pursuant to any of subparagraphs (ii), (v), (vi) or (vii) of Section 31(c) below, the provisions of this Section 31(b)(iii) shall apply to the transferee under such subparagraph, and each occurrence of the term "Delta" shall be deemed to refer to such transferee.

(iv) Notwithstanding any other provision of this Section 31 or this Agreement, any pledge or hypothecation by Schiphol International B.V. ("**Schiphol International**") of all (but not less than all) of its general

revenues in connection with financing from one or more third parties, to the extent that the amount of such financing does not exceed the fair market value of Schiphol International's assets other than its assets consisting of its Direct or Indirect Ownership in IAT Member, shall not constitute a Transfer hereunder, provided, however, that it is expressly understood and agreed that any violation of the Ownership Requirements resulting from a foreclosure upon such pledge or hypothecation shall constitute a material breach of this Agreement, as provided above in this Section 31. The Lessee shall give notice to the Port Authority of a pledge or hypothecation by Schiphol International (while it remains a Designated Entity) of all of its general revenues, setting forth the identity of the pledgee and the general nature of the transaction, and stating that the amount of such financing did not exceed the fair market value of Schiphol International's assets other than its assets consisting of its Direct or Indirect Ownership in IAT Member. Failure to give such notice shall not constitute such transaction a Transfer, shall not constitute a material breach of this Agreement and shall be subject to the notice and cure provisions of Section 25(a)(x), as further provided in the remaining provisions of Section 25. No notice shall be required with respect to any transaction which does not involve a direct or indirect interest in IAT Member.

(v) Notwithstanding any other provision of this Section 31 or this Agreement, there shall be at all times not more than three members of the Lessee, unless the Port Authority shall consent otherwise.

(c) Notwithstanding the prohibition contained in paragraph (b) of this Section, or any other provision of this Agreement, but subject always and in all events to the Ownership Requirements, the prior written consent of the Port Authority shall not be required with respect to any Exempt Transfer effected in accordance with the terms and conditions of this Section. "**Exempt Transfer**" shall mean any of the Transfers set forth below in subparagraphs (i) through (vii) of this paragraph (c).

(i) Any Transfer where the transferee is a Designated Entity (including

without limitation Transfers between or among members of the Lessee, subject always to the Ownership Requirements); provided, however, that any Designated Entity shall cease being a Designated Entity for purposes of this Section 31 if its Direct or Indirect Ownership of the Lessee becomes zero, it being understood that, for example, if Schiphol transfers its interest in Schiphol International to a third party and, prior to or contemporaneous with such transfer, all of Schiphol International's direct or indirect interest of any kind in IAT Member is transferred by Schiphol International to Schiphol, then in such event such third-party transfer shall not constitute a Transfer hereunder; provided, further, that no Transfer shall be permitted under this subparagraph (i) if the result of such Transfer would be to effect indirectly a Transfer that, if made directly, would require the Port Authority's consent, as exemplified by the following Transfer, which would *not* be permitted and would *not* constitute an Exempt Transfer pursuant to this subparagraph (i):

> A 95% interest in Schiphol USA Inc. is transferred to a newly created entity wholly owned and controlled by Schiphol International (an Exempt Transfer under subparagraph (ii) of this paragraph (c)). After the third anniversary of DBO, the entire interest in Schiphol North American Holding Inc. ("**North American**"), which now retains only a 5% Direct or Indirect Ownership interest in IAT Member, is then transferred to an unrelated entity ("**Third Party**") (pursuant to paragraph (e)(i)(3) of this Section). At this point, a Transfer to North American, notwithstanding that North American is still a Designated Entity, would not be permitted as an Exempt Transfer, because such Transfer would in substance be a Transfer to Third Party, otherwise subject to the provisions of paragraphs (e) and (f) of this Section. The foregoing percentages are intended to be illustrative and not limiting.

(ii) Any Transfer where the transferee or transferees are each Persons under one hundred percent (100%) common ownership and

control with the transferor, provided that such Person, and each Person that is a Direct or Indirect Owner (excluding any Direct or Indirect Owner of an interest in Schiphol, provided that such exclusion shall not cause any existing Designated Entity to cease being a Designated Entity) of such Person, shall thereupon be deemed a Designated Entity under, and subject to the restrictions of, this Section 31.

(iii) Any Transfer of any interest in Schiphol.

(iv) Any Transfer of any interest in Delta, any interest in a Delta Upstream Holding Company or any interest in the Delta Merger Successor, but only so long as Delta, such Delta Upstream Holding Company or the Delta Merger Successor is or remains a publicly held company.

(v) Any Transfer or series of Transfers the only effect of which is a change in the form of legal entity of a Designated Entity.

(vi) The Transfer by Delta of all of its membership interest in IAT Member to a holding company established (or caused to be established) by Delta (x) which has acquired and retains 100% Direct or Indirect Ownership and control of Delta (a "**Delta Upstream Holding Company**") or (y) of which Delta has 100% Direct or Indirect Ownership and control, provided, that (p) any such holding company shall thereupon be deemed a Designated Entity under, and subject to the restrictions of, this Section 31, and (q) each intermediate entity (if any) in the chain of ownership between the Delta Upstream Holding Company and IAT Member or between Delta and IAT Member (as the case may be) shall also thereupon be deemed a Designated Entity under, and subject to the restrictions of, this Section 31. In the event that the Exempt Transfer described in the following subparagraph (vii) has occurred, the provisions of this subparagraph (vi) shall apply to the Delta Merger Successor, and each occurrence of the word "Delta" in the foregoing provisions of this subparagraph (vi) shall be deemed to refer to the Delta Merger Successor.

(vii) The Transfer by Delta of all of its membership interest in IAT Member to a company that is (or is 100% directly or indirectly controlled by, controlling or under

common control with) a Scheduled Aircraft Operator (x) into which Delta is merged or (y) to which Delta transfers substantially all of its assets, provided, that such company (the "**Delta Merger Successor**") shall thereupon be deemed a Designated Entity under, and subject to the restrictions of, this Section 31. For the avoidance of doubt, "Delta" in this subparagraph (vii) shall be understood to refer only to Delta Air Lines, Inc. (subject to subparagraph (v) above).

(d) (i) The Lessee shall notify the Port Authority not later than five (5) business days following the occurrence of an Exempt Transfer, giving full particulars of the Exempt Transfer, and shall promptly furnish such further information and documentation relating to the Transfer as the Port Authority may reasonably require; provided, however, that no notification shall be required with respect to the Exempt Transfers described in paragraph (c)(iv) above or with respect to such of the Exempt Transfers described in paragraph (c)(iii) above as are resales of shares or other securities on a public market.

(ii) It is understood and agreed that while a failure to provide the foregoing notification shall constitute a breach under this Agreement (subject to the notice and cure provisions hereof), any such failure shall not invalidate or otherwise vitiate the effectiveness of such Exempt Transfer.

(e) (i) Notwithstanding the prohibition contained in paragraph (b) of this Section, or any other provision of this Agreement, but subject always and in all events to the Ownership Requirements, commencing upon the third anniversary of DBO, the Port Authority's consent to the following Transfers shall not be unreasonably withheld so long as such Transfers comply with the conditions set forth in subparagraph (ii) and (iii) below: Any Transfer or Transfers aggregating up to forty-nine percent (49%) of the total Direct or Indirect Ownership (not counting more than once all or any portion of such Direct or Indirect Ownership interest that is transferred more than once) in IAT Member.

(ii) All transferees of Transfers pursuant to the foregoing subparagraph (e)(i) shall:

(1) in the reasonable opinion of the Port Authority, have a reputation for honesty, integrity and reliability and be creditworthy,

(2) have, or be a wholly-owned subsidiary of an entity or entities that has or have, a substantial net worth in relation to the magnitude of the Transfer,

(3) not be an existing terminal operator at a Port Authority airport,

(4) disclose the full identity of each beneficial owner of a ten percent (10%) interest in the transferee, and

(5) make the certification provided in the following paragraph (iii).

(iii) The proposed transferee shall, with respect to itself and each officer that is (or would be, if the proposed transferee were a publicly held company) required to file for purposes of Sec. 16(a) of the Securities Exchange Act of 1934, each director and each Affiliate (other than an Affiliate that the proposed transferee does not actually control) of the proposed transferee, and each beneficial owner of a ten percent (10%) or more interest in the proposed transferee (a "**10% Owner**")(other than any 10% Owner that is a public company that does not actually control the proposed transferee)(the proposed transferee and any such officer, director, Affiliate or 10% Owner, "It"), make the disclosures and certifications numbered 1 through 9 below; provided, however, that if the proposed transferee has failed to obtain the information necessary to make the following disclosures and certifications with respect to 10% Owner(s) owning up to twenty percent (20%) of the proposed transferee in spite of the proposed transferee's having used its best efforts to obtain such information, and the proposed transferee so certifies to the Port Authority, then the "conditions set forth in subparagraph (ii) and (iii)", as provided in paragraph (e)(i) above, shall be deemed to have been complied with; provided, further, that if the Port Authority

withholds its consent to the Transfer then being proposed, such withholding of consent shall not be deemed to be unreasonable solely by reason of such deemed compliance.

(1) disclose every name, trade name or abbreviated name or federal taxpayer identification number ever used by It;

(2) disclose whether it has, within the five (5) years preceding the date of the disclosure, been party to an agreement which was terminated by the Port Authority, for any reason, prior to its expiration date (other than any such party with which the Port Authority has subsequently entered into another agreement relating to similar subject matter, and other than IAB tenants as of the date hereof);

(3) certify that It is not, as of the effective date of the Transfer, in default under any agreement with the Port Authority and has not been, within the five years preceding the date of the certification, in default, beyond any applicable grace period, under any agreement with the Port Authority;

(4) certify that currently It is not suspended, debarred, found not responsible or otherwise disqualified from entering into any contract with any governmental agency or been denied a government contract for failure to meet standards related to integrity; and disclose whether, within the five (5) years preceding the date of the disclosure, it has been suspended, debarred, found not responsible or otherwise disqualified from entering into any contract with any governmental agency or been denied a government contract for failure to meet standards related to integrity;

(5) disclose whether within the five (5) years preceding the date of the disclosure It has had a contract terminated by any governmental agency for breach of contract or for any cause based in whole or

in part on indictment or conviction;

(6) disclose whether within the five (5) years preceding the date of the disclosure It has had any business or professional license suspended or revoked or had any single sanction imposed in excess of $500,000 as a result of any judicial or administrative proceeding with respect to any license held or with respect to any violation of a federal, state or local environmental law, rule or regulation;

(7) disclose whether within the twenty-five (25) years preceding the date of the disclosure It has ever had any sanction imposed as a result of a judicial or administrative proceeding related to material fraud (and within the preceding ten (10) years, with respect to fraud that is not material), extortion, bribery, bid rigging, embezzlement, material misrepresentation or material anti-trust violation regardless of the dollar amount of the sanctions or the date of their imposition;

(8) disclose whether It is currently the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency; and

(9) disclose whether it has during the five (5) years preceding the date of the disclosure been indicted or convicted of any crime or material offense in any jurisdiction.

(f) All Transfers (including Transfers specifically referred to in this Section, as well as all other Transfers of any kind, but excluding Exempt Transfers, shall be subject to the conditions set forth below in subparagraphs (i) and (ii) of this paragraph (f).

(i) There shall be paid to the Port Authority, not later than the closing of such Transfer, an amount (the "**Port Authority Transfer Participation**") equal to ten percent (10%) of (x)

the Adjusted Gross Proceeds relating to such Transfer or, if the Transfer is of interests representing assets in addition to a direct or indirect interest in the Lessee (such direct or indirect interest, the "**Lessee Interest**"), (y) the IAT Percentage of such Adjusted Gross Proceeds. "**Adjusted Gross Proceeds**" shall mean Gross Proceeds net of an amount equal to the lesser of (x) total arm's-length transaction costs paid to third parties, including without limitation appraisal fees but not including taxes or other governmental fees and charges of any kind, and (y) one percent (1%) of Gross Proceeds. "**Gross Proceeds**" shall mean all value given as consideration for such Transfer, and shall include, without limitation, all cash proceeds, the fair market value of any property, any indebtedness assumed or forgiven and any purchase money note or debt obligation made in connection with such Transfer. "**IAT Percentage**" shall mean the percentage that equals the ratio, calculated on a fair market value basis, of (x) the value of the Lessee Interest to (y) the Gross Proceeds. References in this paragraph (f) to "**fair market value**" shall mean the fair market value as established by an independent appraisal by a nationally recognized firm, appropriately experienced in the valuation of the types of assets in question, acceptable to both parties.

(ii) Not later than the closing of such Transfer, the Port Authority shall be furnished with a statement, certified by the Lessee (or an officer, general partner or member of the Lessee, as the case may be), setting forth the amount of Adjusted Gross Proceeds, appropriately broken down. There shall be promptly provided to the Port Authority such further information and documentation relating to such Transfer as the Port Authority may reasonably require.

(iii) Notwithstanding the foregoing (but subject always and in all events to the Ownership Requirements), if a Transfer is a Strategic Transfer, the Port Authority Transfer Participation shall not be paid as provided in subparagraph (i) above, but shall instead be paid at the time and in the manner provided in subparagraph (iv) below. "**Strategic Transfer**" shall mean a Transfer of a Direct or Indirect

Ownership interest in IAT Member in a merger or consolidation with a third party in the aviation industry for the principal purpose of enhancing the potential of IAT Member and/or its Direct or Indirect Owners with respect to such matters as increasing market share or ability to do business internationally and/or combining complementary skills (as distinguished from a Transfer whose principal purpose is to realize a profit derived from IAT Member's direct or indirect interest in the Lessee and in the Project).

(iv) At the time of a Strategic Transfer, the Port Authority Transfer Participation shall be calculated in the manner set forth in subparagraph (i) above, and shall be paid as follows:

(1) if any portion of the Gross Proceeds is cash or cash equivalents (including without limitation any indebtedness assumed or forgiven and any purchase money note or debt obligation), then the corresponding portion of the Port Authority Transfer Participation shall be paid at the closing of the Strategic Transfer, and

(2) the balance of the Port Authority Transfer Participation (the "**Deferred Port Authority Transfer Participation**") shall bear interest at the rate of six and one-half percent (6½%), calculated on an Annual Basis, and shall be paid, on a preferred basis, as and when distributions of cash or cash equivalents in respect of ownership interests in the merged or other entity resulting from the Strategic Transfer (the "**Merged Entity**") are to be received by the owners of any Merged Entity, until the Deferred Port Authority Transfer Participation, together with accrued interest at the rate provided above, has been reduced to zero.

(g) Notwithstanding this Section 31 or any other provision of this Agreement, a loan or deemed loan from one or more members in the Lessee to one or more other such members (payable from distributions otherwise payable by the Lessee to such other member(s)) in a case in which such other member(s) do not exercise a

right to make certain contributions to the Lessee, shall not be deemed a Transfer and therefore shall not be subject to the Port Authority's consent hereunder, provided, however, that any associated transfer of management rights shall constitute a Transfer under, and subject to the provisions of, this Section 31.

(h) In all events, and notwithstanding any other provision of this Section, no Transfer shall be permitted that would entail a violation of the Port Authority Code of Ethics or the relevant conflict of interest rules."

(b) *Replacement of Exhibit 31.1.*

Effective as of the Buyout Date, Exhibit 31.1 to the Lease is hereby deleted, and Exhibit 31.1A, in the form attached hereto and hereby made a part hereof, is substituted in its place.

(c) *Effect of Delta Transfer.*

(1) The parties acknowledge that in entering into the Consent to Delta Transfer, the Port Authority relied on, *inter alia*, certain representations of the Lessee, IAT Member and Delta as to the respective entitlements of IAT Member and SUSA Inc. to the proceeds of a sale of IAT Member, as more fully set forth in the Consent to Delta Transfer. The Lessee hereby represents to the Port Authority that pursuant to the IAT Member Operating Agreement (as defined in the following subparagraph (2)), SUSA Inc. would be entitled to 51% of the proceeds of a sale of IAT Member and Delta would be entitled to 49% of such proceeds.

(2) The Lessee represents to the Port Authority, and the Port Authority acknowledges, that the "Amended and Restated Limited Liability Company Agreement" of IAT Member entered into on the Buyout Date (the "**IAT Member Operating Agreement**") among IAT Member, and SUSA Inc. and Delta as Members of IAT Member, provides for changes to the capital accounts of SUSA Inc. and Delta in IAT Member in accordance with the provisions contained therein, and the Port Authority agrees that such changes to the capital accounts of the members of IAT Member (whether as a result of capital contributions, distributions, allocations of income or loss or otherwise) shall not,

whether individually or cumulatively, in and of themselves (x) be deemed to constitute a Transfer, (y) invalidate, or cause a breach of, the Consent to Delta Transfer or (z) otherwise cause a breach of the provisions of Section 31 of the Lease.

12. Amendment to Section 34 of the Lease

Section 34 of the Lease, entitled "*Condemnation*", is deleted in its entirety, and the following is substituted in its place:

"Section 34. Condemnation

(a) *Definitions*.

The following terms, when used in this Section 34, shall, unless the context shall require otherwise, have the respective meanings given below:

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

"**Material Part**" with reference to the Premises or with reference to the Public Landing Area shall mean such portion of the Premises or the Public Landing Area as when so taken would leave remaining a balance of the Premises, due either to the area so taken or the location of the part so taken in relation to the part not so taken, that would not under economic conditions and after performance by the Lessee of all covenants, agreements, terms and provisions contained herein or required by law to be observed or performed by the Lessee, permit the restoration of the Premises so as to enable the Lessee to operate, maintain and develop the Premises in accordance with Sections 2 and 5 of this Agreement and to continue to carry on its normal operations at the Airport without using such part taken.

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

(b) *Permanent Taking of All or a Portion*

of the Premises and the Public Landing Area.

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

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

(3) If a Taking is permanent and covers a Material Part of the Premises or of the Public Landing Area, then the Lessee and the Port Authority shall each have an option exercisable by notice given within ten (10) days after the Date of Taking to terminate the letting hereunder with respect to the Premises not taken, as of the Date of Taking, and such termination shall be effective as if the Date of Taking were the original date of expiration hereof. If the Port Authority exercises this option, it shall purchase from the Lessee the Lessee's leasehold interest (excluding any personal property whatsoever) in the Premises not taken for a consideration equal to the unamortized capital investment (as defined below), if any, of the Lessee in the Premises not taken. If the letting of the entire Premises is not terminated, the rentals shall be abated in accordance with Section 4 hereof after the date of surrender of possession of the portion of the Premises taken.

(4) If a Taking is permanent but covers less than the entire Premises and the letting of the portion of the Premises not taken is not terminated pursuant to paragraph (b)(3) of this Section, the Lessee shall proceed diligently to restore the remaining part of the Premises not so taken so that the Premises shall be a complete, operable, self-contained architectural unit in good condition and repair and the proceeds of that portion of any award paid in

trust to the Port Authority pursuant to Section 23.3 of the Basic Lease attributable to the improvements on the Premises not so taken shall be made available by the Port Authority to be used by the Lessee for that purpose. The Port Authority shall retain any excess of such award over the costs of the restoration.

(5) If a Taking (x) covers all or "substantially all of a Municipal Air Terminal", as defined in the Basic Lease, and (y) the Basic Lease (with respect to the Airport) and this Agreement are consequently terminated, then the Port Authority shall pay to the Lessee its unamortized capital investment, if any, in the Premises, provided, however, that the Port Authority's foregoing payment obligation to the Lessee shall be limited to a proportionate share (as determined by the Port Authority in its sole discretion following consultation with all of the Port Authority's tenants at the Airport) of the condemnation proceeds available to be paid to the Lessee and the Port Authority's other tenants at the Airport, and provided, further, that such available condemnation proceeds shall be limited to the amount of the condemnation proceeds received from the City remaining after the Port Authority has been compensated for (p) the value of its leasehold interest in the Airport or (q) the sum of the unamortized portion of the Port Authority's investment in improvements at the Airport and any remaining deferred charges for equipment acquired by the Port Authority for use at or in connection with its operation of the Airport, whichever of (p) or (q) is greater (such greater amount, the "Port Authority Share"). In making the determination of "proportionate share" provided in the first proviso of the preceding sentence, the Port Authority shall in no event be liable, in any respect, to the Lessee or any other party by reason of such determination or the resulting distribution of proceeds, and the Lessee shall, prior to receipt of any such distribution, execute and deliver to the Port Authority such form of waiver, release and indemnification as the Port Authority may request. The Lessee understands and accepts that after payment of the Port Authority Share, there may be insufficient condemnation proceeds (or none at all) remaining to pay all or any portion

of the Lessee's unamortized capital investment.

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

(1) If the temporary use of the whole or any part of the Premises shall be taken for any public or quasi-public purpose by any lawful power or authority pursuant to a Taking or by agreement between the Port Authority and such lawful power or authority, (w) the Lessee shall give prompt notice thereof to the Port Authority, (x) the Term shall not be reduced or affected in any way and (y) the Lessee shall continue to pay in full all rentals payable by the Lessee hereunder without reduction or abatement except as set forth in paragraph (c)(2) below.

(2) If a temporary Taking covers all or a Material Part of the Premises or the Public Landing Area, then the Lessee and the Port Authority shall each have an option, exercisable by notice given within ten (10) days after the Date of Taking, to suspend the term of the letting of such of the Premises as are not so taken during the period of the Taking, and, in that event, the rentals for such portion of the Premises not so taken shall abate for the period of the suspension in accordance with Section 4 hereof. If the Port Authority exercises this option, it shall purchase from the Lessee the Lessee's leasehold interest (excluding any personal property whatsoever) in the Premises not taken for the period of suspension for a consideration equal to the unamortized capital investment, if any, of the Lessee in such Premises which is to be amortized over the period of such suspension.

(d) *Lessee's Cooperation.*

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

(e) *Condemnation Claims by the Lessee.*

To the extent a condemnation claim by the Lessee shall not diminish any claim, award, compensation or damages of or to the City or of or to the Port Authority on account of any condemnation and such condemnation claim is

permitted by Section 23 of the Basic Lease, the Lessee may file a claim in a condemnation proceeding.

13. Amendment to Section 38 of the Lease

(a) *City as Additional Insured.*

Notwithstanding anything to the contrary in Section 38, Part II, of the Lease, entitled "*Public Liability Insurance*", The City of New York shall be named as an additional insured, as applicable, under each policy of insurance procured by the Lessee pursuant to such Section 38, Part II.

(b) *General Insurance Requirements.*

Section 38, Part IV, of the Lease, entitled "*General Insurance Requirements*", shall be amended by inserting in the first sentence thereof, after the words "and each policy or certificate delivered shall", the following: "be specifically endorsed to".

14. Amendment to Section 40 of the Lease

Section 40 of the Lease, entitled "*Joint Periodic Condition Survey*", shall be amended by the addition of a new paragraph (h), as follows:

"(h) *Re-lifing Condition Survey.*

Notwithstanding the foregoing provisions of this Section, there shall be one Condition Survey conducted prior to May 13, 2026 (the "**Re-lifing Condition Survey**") with respect to which the following shall apply:

(1) The Condition Survey Contractor shall include, in the Condition Survey Report to be prepared in connection with the Re-lifing Condition Survey, findings and recommendations relating to the maintenance and repair of, and necessary capital improvements to, the Premises in order to maintain the level of service at the Terminal, and its competitive position as an air terminal, through the Expiration Date in accordance with the terms of this Agreement, but shall specifically exclude recommendations for the new installation of (as opposed to replacement of) upgraded technology, systems or other improvements not then already located at

and serving the Premises.

(2) Notwithstanding the provisions of paragraph (d) above, with respect to the Re-lifing Condition Survey, the Lessee shall reimburse the Port Authority for one hundred percent (100%) of the Costs of the Condition Survey, which shall be project costs of the Re-lifing Project (as defined in the following subparagraph (3)), provided, however, that such Costs of the Condition Survey shall constitute Permitted O&M Expenses until the financing for the Re-lifing project closes and the Costs of the Condition Survey are reimbursed to the Lessee as project costs for the Re-lifing Project (and shall, upon such reimbursement, be included in Gross Revenues).

(3) Subject to sufficient funds being available to the Lessee, the Lessee shall undertake a project for the construction of the capital improvements to be constructed in accordance with the findings and recommendations of the resulting Condition Survey Report (the "**Re-lifing Project**"), and shall cooperate with the Port Authority to secure the financing for the Re-Lifing Project, so long as the Debt Service Coverage Ratio (as defined in the Trust Administration Agreement) meets the requirements set forth in Section 2(b) of Appendix B to the Trust Administration Agreement."

15. Amendment to Section 43 of the Lease

(a) *Amendment and Restatement of Section 43(a)(ii)*

Section 43(a)(ii) of the Lease shall be amended and restated as follows:

"(ii) The Airline Leasing Plan shall be subject to the approval of the Port Authority, as provided in this Section. The Lessee shall submit to the Port Authority during the Term any revisions to the Airline Leasing Plan, which shall contain the information enumerated in subparagraph (i) above. The Port Authority shall, within forty-five (45) days after its receipt of a proposed revised Airline Leasing Plan, advise the Lessee if the Port Authority approves or disapproves the proposed revised Airline Leasing Plan. If the Port

Authority does not advise the Lessee that the proposed revised Airline Leasing Plan has been approved or disapproved within such forty-five (45) day period, such proposed revised Airline Leasing Plan shall be deemed approved by the Port Authority. In the event that the Port Authority disapproves the proposed revised Airline Leasing Plan, the reasons therefor shall be stated, and the Lessee may thereafter submit for Port Authority approval an appropriately modified proposed revised Airline Leasing Plan. Unless and until a revised Airline Leasing Plan shall have been approved or disapproved by the Port Authority in the foregoing manner, the Airline Leasing Plan previously approved and then in effect shall continue in effect."

(b) *Airline Leasing Plan as of Effective Date.*

The Port Authority approves the Airline Leasing Plan, as revised, as it exists as of the Effective Date.

16. <u>Amendment to Section 44 of the Lease</u>

(a) *Amendment and Restatement of Section 44(b)(ii)*

Section 44(b)(ii) of the Lease shall be amended and restated as follows:

"(ii) The Comprehensive Retail Plan shall be subject to the approval of the Port Authority, as provided in this Section. The Lessee shall submit to the Port Authority during the Term any revisions to the Comprehensive Retail Plan, which shall contain the information enumerated in subparagraph (i) above. The Port Authority shall, within forty-five (45) days after its receipt of a proposed revised Comprehensive Retail Plan, advise the Lessee if the Port Authority approves or disapproves the proposed revised Comprehensive Retail Plan. If the Port Authority does not advise the Lessee that the proposed revised Comprehensive Retail Plan has been approved or disapproved within such forty-five (45) day period, such proposed revised Comprehensive Retail Plan shall be deemed approved by the Port Authority. In the event that the Port Authority disapproves the proposed revised Comprehensive Retail Plan, the reasons therefor shall be stated, and the Lessee may thereafter

submit for Port Authority approval an appropriately modified proposed revised Comprehensive Retail Plan. Unless and until a revised Comprehensive Retail Plan shall have been approved or disapproved by the Port Authority in the foregoing manner, the Comprehensive Retail Plan previously approved and then in effect shall continue in effect."

(b) *Comprehensive Retail Plan as of Effective Date.*

The Port Authority approves the Comprehensive Retail Plan, as revised, as it exists as of the Effective Date.

17. Amendment to Section 60 of the Lease

Section 60 of the Lease, entitled "*Access to Records; Audit Rights*", shall be amended as follows:

(a) *New Paragraph (a)(i).*

Paragraph (a)(i) is deleted in its entirety, and the following is substituted in its place:

"(a) (i) The Lessee shall itself and shall require:

(1) each of its Affiliates, including without limitation each of its Direct or Indirect Owners other than, but only for so long as Delta is a publicly held corporation, the Direct or Indirect Owners of Delta (the "**Delta Owners**"), and

(2) each Airline Sublessee, Retail Sublessee and Handling Permittee, and each Delta Affiliate Carrier (as defined in the ATA) and

(3) each contractor, subcontractor or other Person furnishing services or materials to the Lessee in excess of $25,000 in the aggregate with respect to each such contractor, subcontractor or other Person during any Annual Period or Alternative Annual Period, as the case may be, the cost of which is includible as Permitted O&M Expenses or Project Costs except for the General Contractor and its subcontractors, the Program Manager and the Project Engineer (the General Contractor, the Program Manager and the Project Engineer being

subject to Section 18(q) of this Agreement),

(each of the foregoing a "**Recordkeeping Person**"), to maintain in accordance with accepted accounting practice, books and records (the "**Records**"), of all transactions of the Recordkeeping Person at, through, or in any way connected with Project Operations, including, without limitation, with respect to the Construction Work but not including with respect to distributions of Lessee Unrestricted Funds. The Records shall include all books and records required to permit the Recordkeeping Person to make all certifications to the Port Authority required under this Agreement."

(b) *New Paragraph (g)*.

Paragraph (g) is deleted in its entirety, and the following is substituted in its place:

"(g) So long as Delta remains a publicly held corporation, the Lessee hereby covenants and warrants with respect to each Delta Owner, and in lieu of the rights that the Port Authority would have under paragraphs (e) and (f) above with respect to such Delta Owner, that such Delta Owner shall not receive from the Lessee revenues of any sort from Project Operations except revenues based on arm's-length transactions or other revenues of which the source is distributions from IAT Member to Delta."

18. Amendment and Restatement of Section 76 of the Lease

Section 76 of the Lease, entitled "*Airport Operator Limitations*", as previously amended pursuant to Supplement 1, is hereby further amended and restated as follows:

"Section 76. Airport Operator Limitations

(a) *No Unjust Discrimination*. In the Port Authority's operation of the Airport, including, without limitation, the formulation of the policies and procedures respecting such operation and/or the specific application of such policies and procedures and the allocation of costs, the Port Authority agrees that it will not unjustly

discriminate against the Lessee or the Premises.

(b) *Restrictive Covenant.*

(1) The following covenant (the "**Restrictive Covenant**") shall apply until May 13, 2026 (subject to the provisions of paragraph (c) below):

For so long as the Lessee makes available Terminal FIS Premises on a twenty-four (24) hour basis, the Port Authority will not

(A) itself construct or operate an airline terminal which includes FIS Premises, or

(B) enter into an agreement for the construction or operation of an airline terminal which includes FIS Premises at the Airport with any Person that is not either (p) a Scheduled Aircraft Operator, or (q) wholly owned by one or more Scheduled Aircraft Operators and formed to provide air terminal operation services predominantly to such Scheduled Aircraft Operators,

unless (i) the operation of such FIS Premises is necessary for the Port Authority to comply with United States Government requirements or (ii) a Capacity Deficiency shall have occurred, in which event the Port Authority may by notice, annexing thereto appropriate supporting documentation, inform the Lessee that the Port Authority shall thereafter not be subject to the restrictions set forth above in this subparagraph (b)(1).

(2) Notwithstanding the limitations set forth in the foregoing subparagraph (b)(1), the Port Authority may itself construct or operate an airline terminal which includes FIS Premises or enter into an agreement with another Person to construct an airline terminal which includes FIS Premises which in either case is to be primarily utilized by one or more Scheduled Aircraft Operator(s) so long as such Scheduled Aircraft Operator(s) do not hold a Foreign Air Carrier Permit under the Federal Aviation Act of 1958 or a substantially similar permit under any similar federal statute.

(c) *If No Series 6 Bonds Outstanding.*

Notwithstanding the foregoing provisions of this Section 76, at such time as there are no Series 6 Bonds outstanding or it is

reasonably expected that no Series 6 Bonds will be outstanding in the near term, the Lessee and the Port Authority shall, upon either party's receipt of a written request from the other, mutually negotiate, in good faith, reasonable proposals to amend this Agreement in order to relax or eliminate the Restrictive Covenant. If no such proposals are agreed upon by the parties by the ninetieth (90th) day after the date on which there are no Series 6 Bonds outstanding, this Section 76 shall be deemed amended by the insertion of a new subparagraph 76(b)(3), as follows:

"(3) Notwithstanding the limitations set forth in subparagraph (b)(1) above, from and after the date upon which no Series 6 Bonds remain outstanding, the Port Authority may itself construct and/or operate (whether through its employees or through a compensated manager or operator that is the Port Authority's contractor and not the Port Authority's lessee) an airline terminal which includes FIS Premises, provided, however, that until May 13, 2026 the following shall apply:

If the Port Authority is operating at the Airport an airline terminal that includes FIS Premises (a "**PA-operated FIS Terminal**") and (x) there are seven (7) or more aircraft building gate positions at Terminal 4 that are not part of the ATA Premises, and (y) either on a retrospective or prospective basis, the Debt Service Coverage Ratio (as defined in and calculated in accordance with the Trust Administration Agreement) is not in compliance with Section 2(a) of Appendix B of the Trust Administration Agreement (a "**Low Debt Ratio**"), then, during the period that a Low Debt Ratio persists or is projected to persist, the Port Authority shall not enter into any new agreement or renew or extend any existing agreement to accommodate any Foreign Scheduled Aircraft Operator in the PA-operated FIS Terminal so long as the Lessee is able to provide comparable accommodation to such Foreign Scheduled Aircraft Operator at Terminal 4; provided, however, that the foregoing shall

not require the Port Authority to remove any existing Foreign Scheduled Aircraft Operator that is holding over beyond the term of its agreement to be accommodated in the PA-operated FIS Terminal."

(d) *Certain Definitions.*

"**Average Peak Hourly Passenger Volume**" for each Annual Period shall be determined as follows: The number of arriving international passengers entering the Terminal FIS Premises during the Peak Hours Period on each Peak Day shall be ascertained; then, the sum total volume of such passengers during the Peak Hours Periods on all Peak Days in an Annual Period shall be ascertained. Such total number of passengers shall then be divided by one hundred thirty-six (136) and such quotient shall be the Average Peak Hourly Passenger Volume for such Annual Period.

"**Average Peak Waiting Time**" for each Annual Period shall mean the average of the time periods, expressed in minutes per passenger, that ten (10) randomly selected arriving international passengers entering the Terminal FIS Premises during each hour of each Peak Hours Period on each Peak Day in an Annual Period take to clear the Terminal FIS Facilities.

"**Capacity Deficiency**" shall mean a condition where the number of deplaned passengers entering the Terminal FIS Premises has exceeded the Design Capacity (as the Design Capacity may be increased from time to time with the written acknowledgment of the Port Authority as to the extent of any such increase, such acknowledgment not to be unreasonably withheld.) A Capacity Deficiency shall be deemed to have occurred upon the occurrence of all of the following events:

(i) The Average Peak Hourly Passenger Volume exceeds the Design Capacity in an Annual Period; and

(ii) The Average Peak Waiting Time for an Annual Period exceeds Forty-five (45) minutes; and

(iii) The events described in clauses (i) and (ii) above occur for two successive Annual Periods.

"**FIS Premises**" shall mean premises to be

made available to the United States for inspection of airline passengers and their baggage by United States Customs and Immigration.

"**Foreign Scheduled Aircraft Operator**" shall mean a Scheduled Aircraft Operator that holds a Foreign Air Carrier Permit under the Federal Aviation Act of 1958 or a substantially similar permit under any similar federal statute.

"**Peak Day(s)**" shall mean the three (3) busiest days during each of the eight consecutive calendar weeks (Sunday through Saturday) commencing with the calendar week during which July 1st occurs; and January 2nd, Good Friday, the Friday prior to Memorial Day, the Friday prior to Labor Day, Labor Day, the Wednesday prior to Thanksgiving, the Friday after Thanksgiving and December 22nd, 23rd and 24th for a total of 34 Peak Days during each Annual Period.

"**Peak Hours Period**" shall mean the continuous two hundred forty (240) minute period on each Peak Day during which the highest volume of arriving international passengers enters the Terminal FIS Premises.

"**Terminal FIS Premises**" shall mean the FIS Premises to be constructed by the Lessee as a portion of the Premises hereunder pursuant to Section 18 of this Agreement."

19. Certain Easements

(a) *Easement for Terminal 2 Connector.*

(1) The Port Authority acknowledges that in connection with the 2010 Expansion Project, the lessee under Lease AYC-325 will construct an enclosed passenger walkway connecting Terminal 2 to Terminal 4 (the "**Terminal 2 Connector**").

(2) Effective upon the Effective Date, and for so long as the Terminal 2 Connector (once constructed) remains in place (subject to restoration after a casualty), the Premises shall be subject to a leasehold easement in favor of the lessee under Lease AYC-325 for the purpose of constructing and maintaining a portion of the Terminal 2 Connector within the Premises, including attaching the Terminal

2 Connector to Terminal 4, as more particularly set forth in Exhibit S5-19.1.

(b) *Taxilane Easement.*

(1) The strip of land consisting of (x) the portion of the Premises shown in diagonal hatching and identified as "East Easement" on the drawing attached hereto as Exhibit S5-19.2, and (y) the portion of the Terminal 3 Parcel shown in diagonal hatching and identified as "West Easement" on the drawing attached hereto as Exhibit S5-19.3, shall be subject to an easement for use as a taxilane (the "**Taxilane Easement**") in favor of the Lessee for the purposes of ingress to and egress from the Premises, and in favor of the occupant of the Terminal 3 Parcel (the "**Terminal 3 Parcel Occupant**") for the purposes of ingress to and egress from the Terminal 3 Parcel, and may be used jointly by the Lessee and the Terminal 3 Parcel Occupant, the successors in interest of either of the foregoing, the Port Authority and any other entity to whom the Port Authority may grant the right to use the Taxilane Easement.

(c) *Aircraft Parking Easement.*

The Port Authority hereby grants to the Lessee, effective upon the effective date of the Hardstand Permit and for so long as the Lease remains in effect, a non-exclusive easement over the portion of the Terminal 3 Parcel shown in cross hatching on Exhibit S5-19.3 for the purposes of the parking of aircraft at the contiguous aircraft building gate positions at the Terminal, and related operations (the "**Aircraft Parking Easement**").

20. Appointment as Terminal 3 Hardstand Manager

(a) *Appointment.*

The Port Authority hereby appoints the Lessee as the Terminal 3 Hardstand Manager, such appointment to become effective upon the effective date of the Hardstand Permit, and the Lessee hereby accepts such appointment, in accordance with the terms and conditions set forth below.

(b) *Term.*

(1) The term of the Lessee's appointment as the Terminal 3 Hardstand Manager shall expire on (x) the expiration or earlier termination of the Lease or (y) the expiration or earlier termination of the Hardstand Permit, whichever is earlier.

(2) Notwithstanding the foregoing, the Port Authority may, on thirty (30) days' prior notice, revoke the Lessee's appointment as the Terminal 3 Hardstand Manager if the Lessee is in default in the performance of its obligations under such appointment.

(3) Notwithstanding any provision of this Section 16, of the Lease or of the Hardstand Permit, no breach of the Lessee's obligations as the Terminal 3 Hardstand Manager, no act or omission of the Lessee in performing its obligations as the Terminal 3 Hardstand Manager, and no revocation or termination of the Lessee's appointment as the Terminal 3 Hardstand Manager, shall constitute or be cause for a breach of the Lease by the Lessee.

(c) *Scope of Manager's Activities.*

As the Terminal 3 Hardstand Manager, the Lessee shall, on behalf of the Port Authority, manage the scheduling for and utilization of the Terminal 3 Hardstands (as defined in the Hardstand Permit) for non-live hardstand use and, if and when permitted, for live hardstand use, as more specifically provided in the Hardstand Permit. In providing such management services, the Lessee, as the Terminal 3 Hardstand Manager, shall honor the preferential use rights granted under the Hardstand Permit to Delta and the Permittee's Affiliate Carriers (as defined in the Hardstand Permit).

(d) *Compensation.*

The Lessee acknowledges that, as the Terminal 3 Hardstand Manager, it will derive certain benefits by having access to, and use of, the hardstands on the Terminal 3 Parcel in conjunction with the Lessee's operations at the Premises, and that there are possibilities of deriving revenues (which shall constitute Gross Revenues) in the course of performing its activities as the Terminal 3 Hardstand Manager. Accordingly, the Lessee shall receive no

additional compensation as the Terminal 3 Hardstand Manager.

21. Deletion of Sec. 9.2 of Supp. Agreement No. 1

Section 9.2 of Supplemental Lease Agreement No. 1 is hereby deleted in its entirety.

22. TSA EDS Project

As soon as practicable, the parties hereto shall negotiate in good faith, execute and deliver a supplement to the Lease, as hereby extended, amended and supplemented, to implement the construction of the TSA EDS Project, as defined and described in Section 6.01(k) of the ATA, and the funding thereof by the TSA (as defined in the ATA) as contemplated by such Section 6.01(k).

23. Effect of Amendments

(a) Except as hereby amended, all of the terms, covenants, provisions, conditions and agreements of the Lease shall be and remain in full force and effect.

(b) Except as otherwise specifically provided, all amendments to the Lease hereunder shall be effective as of the Effective Date.

24. No Broker

Each party represents and warrants to the other that no broker has been concerned in the negotiation of this Fifth Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. Each party shall indemnify and save harmless the other party of and from any and all claims for commissions or brokerage made by any and all Persons, firms or corporations whatsoever for services provided to or on behalf of the indemnifying party in connection with the negotiation and execution of this Fifth Supplemental Agreement.

25. No Personal Liability

No Commissioner, officer, agent or employee of the Port Authority shall be charged personally or held contractually liable under any term or provision of this Fifth Supplemental Agreement or because of its execution or attempted execution or because of any breach or alleged or attempted breach thereof.

26. Miscellaneous

(a) *OFAC Compliance.*

(1) The Lessee hereby represents and warrants to the Port Authority that the Lessee (x) is not, and shall not become, a person or entity with whom the Port Authority is restricted from doing business under the regulations of the Office of Foreign Assets Control ("**OFAC**") of the United States Department of the Treasury (including without limitation those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including without limitation Executive Order 13224 of September 23, 2001, *Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit, or Support Terrorism*), or other governmental action, and (y) is not engaging and shall not engage in any dealings or transactions with, and is not and shall not be otherwise associated with (as determined by the Secretary of the Treasury of the United States of America), such persons or entities. The Lessee acknowledges that the Port Authority is entering into this Agreement in reliance on the foregoing representations and warranties and that such representations and warranties are a material element of the consideration inducing the Port Authority to enter into and execute this Agreement. In the event of any breach of any of the foregoing representations and warranties by the Lessee, the Port Authority shall have the right, in addition to any and all other remedies provided under this Agreement or at law or in equity, to immediately terminate this Agreement upon written notice to the Lessee. The Lessee further acknowledges that there shall be no cure for such a breach. In the event of any such termination by the

Port Authority, the Lessee shall, immediately on receipt of the Port Authority's termination notice, cease all use of and operations permitted under this Agreement and surrender possession of the Premises to the Port Authority without the Port Authority being required to resort to any other legal process. Termination on the afore-described basis shall be deemed a termination for cause.

(2) The Lessee shall indemnify and hold harmless the Port Authority and its Commissioners, officers, employees, agents and representatives from and against any and all claims, damages, losses, risks, liabilities and expenses (including, without limitation, attorney's fees and disbursements) arising out of, relating to, or in connection with the Lessee's breach of any of its representations and warranties made under this Section. Upon the request of the Port Authority, the Lessee shall at its own expense defend any suit based upon any such claim or demand (even if such suit, claim or demand is groundless, false or fraudulent) and in handling such 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.

(3) The provisions of this Section shall survive the expiration or earlier termination of the Term.

(b) *Construction and Application of Terms.*

(1) The Section 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.

(2) Unless otherwise expressly specified, the terms, provisions and obligations contained in the Exhibits and Schedules attached hereto, whether there set out in full or as amendments of, or supplements to provisions elsewhere in the Agreement stated, shall

have the same force and effect as if herein set forth in full.

(3) If any clause, provision or section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions hereof.

(4) The fact that certain of the terms and provisions hereunder are expressly stated to survive the expiration or termination of the letting hereunder shall not mean that those provisions hereunder which are not expressly stated to survive shall terminate or expire on the expiration or termination of the letting hereunder and do not survive such termination or expiration.

(5) Nothing contained herein shall be deemed or construed to be an undertaking or covenant for the benefit of any third party.

(6) The parties agree that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be applicable to the interpretation of this Agreement or any amendments, addenda or supplements hereto or any Exhibits or Schedules hereto.

(7) This Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be governed by the laws of the State of New York, without reference to the conflicts of law provisions thereof.

(c) *Entire Agreement*. This Fifth Supplemental Agreement and the Lease together constitute the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed by both the Port Authority and the Lessee. The Lessee and the Port Authority each agree that no representations or warranties shall be binding upon the other unless expressed in writing in the Lease or in this Fifth Supplemental Agreement.

(d) *Execution in Counterpart*. This Fifth Supplemental Agreement may be executed in any number of counterparts, but not facsimile counterparts, each of which shall constitute an original agreement, and

all of which together shall constitute one and the same agreement.

[SIGNATURES TO FOLLOW]

EXECUTION

In witness of their foregoing agreement, the Port Authority and the Lessee, intending to be legally bound, have executed these presents as of the date first written above.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

ATTEST:

Lawrence S. Hofmeister
Assistant Secretary

(name) DAVID KAGAN
(title) ASSISTANT DIRECTOR, AVIATION DEP'T
Business, Properties & Airport Development

JFK INTERNATIONAL AIR TERMINAL LLC

ATTEST:

(name)
(title)

(name)
(title)

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

JJL

ACKNOWLEDGEMENT

FOR THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

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

On the 7th day of December in the year 2010, before me, the undersigned, a Notary Public in and for said state, personally appeared David Kagan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Marie Carolle Tertulien

MARIE CAROLLE TERTULIEN
NOTARY PUBLIC, State of New York
No. 01TE6051440
Qualified In Kings County
Commission Expires Nov. 27, 2014

EXECUTION

In witness of their foregoing agreement, the Port Authority and the Lessee, intending to be legally bound, have executed these presents as of the date first written above.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

ATTEST:

Secretary

(name)
(title)

JFK INTERNATIONAL AIR TERMINAL LLC

ATTEST:

(name) Michael P. McGuigan
(title) Attorney

(name) Michael E. Sibilia
(title) Chief Financial Officer

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

FOR JFK INTERNATIONAL AIR TERMINAL LLC

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

On the 6th day of DECEMBER in the year 2010, before me, the undersigned, a Notary Public in and for said state, personally appeared Michael E. Sibilia, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STEFANI SANATAR
NOTARY PUBLIC, State of New York
No. 01SA6165955
Qualified in Queens County
Certificate Filed in New York County
Commission Expires May 14, 2011

EXECUTION

ANCHOR TENANT AGREEMENT

dated as of

December 9, 2010

between

JFK INTERNATIONAL AIR TERMINAL LLC

and

DELTA AIR LINES, INC.

TABLE OF CONTENTS

PAGE

ARTICLE 1.
DEFINITIONS; INTERPRETATION

Section 1.01. Definitions....2
Section 1.02. *Interpretation*....22

ARTICLE 2.
DEMISE; PREMISES

Section 2.01. *Demise; Premises*....24
Section 2.02. *Use Rights*....27
Section 2.03. *Additional Phase I Gates; Hardstand Positions*....27
Section 2.04. *Nonresidential Real Property; Non-Severable*....28
Section 2.05. *Noninterference*....29

ARTICLE 3.
TERM

Section 3.01. *Effective Date Of This Agreement; Duration Of Agreement Term*....30

ARTICLE 4.
REPRESENTATION AND WARRANTIES

Section 4.01. *Representations And Warranties Of IAT*....31
Section 4.02. *Representations And Warranties Of Delta*....32

ARTICLE 5.
PORT /IAT LEASE; BASIC LEASE; TRANSACTION DOCUMENTS

Section 5.01. *Port/IAT Lease and Basic Lease*....34
Section 5.02. *Transaction Documents*....37

ARTICLE 6.
CONSTRUCTION OF THE PHASE I IAT PROJECT

Section 6.01. *Construction Of The Phase I IAT Project*....40
Section 6.02. *Cost Overruns*....44
Section 6.03. *Terminal 2-4 Connector*....45
Section 6.04. *Installation Of Trade Fixtures By Delta*....45
Section 6.05. *Leasehold Improvements And Trade Fixtures*....46
Section 6.06. *Sales Tax Exemption and Abatement*....46
Section 6.07. *Access; Permits; IAT Cooperation; Site Security*....46
Section 6.08. *Revisions to Exhibits at Phase I DBO*....48
Section 6.09. *Phase I IAT Project Management Structure*....48

ARTICLE 7.
RENT CHARGES, PAYMENTS

Section 7.01. *Pre-DBO Rent* 49
Section 7.02. *Delta Post-DBO Rent* 49
Section 7.03. *Reserved* 50
Section 7.04. *Semi-Annual And Annual Reconciliations* 50
Section 7.05. *Additional Rent* 50
Section 7.06. *Payments* 50
Section 7.07. *Overdue Interest* 51
Section 7.08. *No Additional Charges* 51

ARTICLE 8.
USE AND OPERATION

Section 8.01. *Use* 52
Section 8.02. *Operation As Air Terminal* 52
Section 8.03. *Port Authority Rules And Regulations* 52
Section 8.04. *Terminal 4 Rules And Regulations* 52
Section 8.05. *Ramp Services And Passenger Handling* 53
Section 8.06. *In-flight Meals; etc.* 53
Section 8.07. *FIDS And BIDS* 53
Section 8.08. *Public Address And Paging Systems And Directional Signage* 54
Section 8.09. *CUTE System; RIDS* 54
Section 8.10. *Telecommunications System* 55
Section 8.11. *FIS Facility* 55
Section 8.12. *Additional Understandings Regarding Terminal 3* 55
Section 8.13. *Right Of Entry* 56
Section 8.14. *Trademark License* 56

ARTICLE 9.
MAINTENANCE AND OPERATIONS OF TERMINAL 4

Section 9.01. *O&M Services* 59
Section 9.02. *Failure To Perform O&M* 59
Section 9.03. *O&M Performance Standards* 59
Section 9.04. *Delta Janitorial Services* 59
Section 9.05. *Emergency Situations* 59

ARTICLE 10.
OPERATIONS ADVISORY COMMITTEE;
MANAGEMENT COMMITTEE; TRILATERAL COMMITTEE; AND BUDGET

Section 10.01. *Operations Advisory Committee* 61
Section 10.02. *Management Committee* 61
Section 10.03. *Budgets; Calculation of Delta Rent And Adjusted Terminal Management Fees* 63
Section 10.04. *Trilateral Committee* 65

ARTICLE 11.
SECURITY

Section 11.01. *Airport Security Program* 66
Section 11.02. *Terminal 4 Security* 66
Section 11.03. *Additional Delta Security Rights And Obligations* 67

ARTICLE 12.
ALTERATIONS AND ADDITIONS

Section 12.01. *Alterations Generally* 68
Section 12.02. *IAT Alterations; Limitations* 68
Section 12.03. *Delta Alterations* 68
Section 12.04. *Signs* 69
Section 12.05. *Mechanic's And Materialman's Liens* 69

ARTICLE 13.
IDENTIFICATION AND USE OF AVAILABLE GATES

Section 13.01. *Use of Delta Gates and Delta Hardstand Positions* 71
Section 13.02. *Use of IAT Gates* 73
Section 13.03. *Mutual Agreement During Airport-wide or Terminal-wide Irregular Operations* 74

ARTICLE 14.
CONCESSIONS

Section 14.01. *Concessions Operations* 75
Section 14.02. *Concession Master Plan* 75
Section 14.03. *Failure To Perform Concession Management Services* 76

ARTICLE 15.
BOOKS, RECORDS AND AUDIT

Section 15.01. *IAT Books And Records* 77
Section 15.02. *Delta Books And Records* 77
Section 15.03. *Overpayments; Underpayments* 78

ARTICLE 16.
COVENANTS

Section 16.01. *Maintenance Of Existence* 79
Section 16.02. *Further Assurances* 79
Section 16.03. *Licenses And Permits and Applicable Laws* 79
Section 16.04. *Delta Minimum Liquidity* 79

ARTICLE 17.
SUBLEASING AND ASSIGNMENT BY DELTA

Section 17.01. *Subleasing And Assignment By Delta* 81
Section 17.02. *No Pledges, Assignments, Encumbrances, etc* 82

ARTICLE 18.
COLLATERAL ASSIGNMENT BY IAT;
NON-DISTURBANCE BY TRUSTEE

Section 18.01. *Collateral Assignment by IAT; Recognition, Non-Disturbance, Attornment and Consent Agreement* 83

ARTICLE 19.
TAXES

Section 19.01. *Delta Responsibility For Taxes* 84
Section 19.02. *IAT Responsibility For Taxes* 84
Section 19.03. *Delta Tax Liens* 84

ARTICLE 20.
INSURANCE

Section 20.01. *IAT Insurance* 85
Section 20.02. *Property Insurance By Delta* 85
Section 20.03. *Additional Insureds* 86
Section 20.04. *Commercial Liability Insurance By Delta* 86
Section 20.05. *OCIP* 87
Section 20.06. *Certificates Of Insurance* 87
Section 20.07. *Other Insurance By Delta* 88
Section 20.08. *Additional Coverage* 88
Section 20.09. *Notices* 88
Section 20.10. *Right To Purchase Insurance* 88

ARTICLE 21.
DAMAGE OR DESTRUCTION

Section 21.01. *Notice And Protection* 89
Section 21.02. *Insurance Proceeds* 89
Section 21.03. *Restoration* 89
Section 21.04. *Delta's Insurance* 90
Section 21.05. *No Liability* 90
Section 21.06. *Relocation* 90
Section 21.07. *Express Agreement Governing Damage or Destruction* 91
Section 21.08. *Application of Certain Insurance Proceeds* 91

ARTICLE 22.
CONDEMNATION

Section 22.01. *Damages* 92
Section 22.02. *Proceedings* 92
Section 22.03. *Extinguishment Of Interest In Terminal 4* 92
Section 22.04. *Restoration; Relocation; Adjustment To Rent* 93
Section 22.05. *Payment Of Awards* 94
Section 22.06. *Sale In Lieu Of Condemnation* 94

ARTICLE 23.
TEMPORARY SUSPENSION OF UTILITIES

Section 23.01. *Temporary Suspension Of Utilities* 95
Section 23.02. Limitations on IAT's Obligation to Supply Electricity 95

ARTICLE 24.
INDEMNIFICATION

Section 24.01. *Indemnification By Delta* 96
Section 24.02. *Indemnification By IAT* 96
Section 24.03. *Procedures for Third Party Claims* 97
Section 24.04. *Procedures for Direct Claims* 98

ARTICLE 25.
SURRENDER; HOLDING OVER

Section 25.01. *Surrender* 99
Section 25.02. *Holdover Rent* 99
Section 25.03. *Removal Of Property And Signage* 99
Section 25.04. *Survival* 100

ARTICLE 26.
DELTA EVENT OF DEFAULT; IAT REMEDIES

Section 26.01. *Delta Event Of Default* 101
Section 26.02. *Monetary Default* 101
Section 26.03. *Non-monetary Default* 101
Section 26.04. *Notice And Opportunity To Cure* 102
Section 26.05. *Remedies* 103
Section 26.06. *Cumulative Remedies* 104
Section 26.07. *Waiver Of Redemption* 105
Section 26.08. *No Consequential Damages* 105

ARTICLE 27.
IAT EVENT OF DEFAULT; DELTA REMEDIES

Section 27.01. *IAT Event Of Default* 106

Section 27.02. *Monetary Default* 106
Section 27.03. *Non-monetary Default* 106
Section 27.04. *Termination of Port/IAT Lease by Port Authority* 106
Section 27.05. *Notice And Opportunity To Cure* 106
Section 27.06. *Remedies* 106
Section 27.07. *No Implied Waiver* 107
Section 27.08. *Cumulative Remedies* 108
Section 27.09. *Offset* 108
Section 27.10. *No Consequential Damages* 108

ARTICLE 28.
DISPUTE RESOLUTION

Section 28.01. *Dispute Resolution* 109
Section 28.02. *Arbitration* 109

ARTICLE 29.
ATTORNEYS' FEES AND EXPENSES

Section 29.01. *Attorneys' Fees And Expenses* 112

ARTICLE 30.
NO RECOURSE AGAINST EXCULPATED PARTIES

Section 30.01. *IAT Exculpated Parties* 113
Section 30.02. *Delta Exculpated Parties* 113

ARTICLE 31.
DISCLOSURE, CONFIDENTIALITY AND PUBLIC ANNOUNCEMENTS

Section 31.01. *Disclosure, Confidentiality And Public Announcements* 114
Section 31.02. *Confidential Information* 114
Section 31.03. *Survival* 115

ARTICLE 32.
OTHER REQUIREMENTS

Section 32.01. *Federal Airport Aid Assurances* 116

ARTICLE 33.
DISCRIMINATION AGAINST INDIVIDUALS

Section 33.01. *Port/IAT Lease; Federal Law* 117
Section 33.02. *State Law* 117
Section 33.03. *Ongoing Affirmative Action/equal Opportunity Commitment.* 118
Section 33.04. *General* 118
Section 33.05. *Benefit Of The Port Authority* 119

ARTICLE 34.
ENVIRONMENTAL OBLIGATIONS

Section 34.01. *Liability for Environmental Damages* 120
Section 34.02. *Compliance* 121
Section 34.03. *Prohibited Releases* 121
Section 34.04. *Post-Term Obligations* 122
Section 34.05. *Remedial Standards* 122
Section 34.06. *Agents and Contractors* 123
Section 34.07. *Environmental Information* 123
Section 34.08. *Access* 123
Section 34.09. *Third Parties* 124
Section 34.10. *Survival* 124

ARTICLE 35.
PHASE II/III OPTIONS

Section 35.01. *Phase II/III Option* 125

ARTICLE 36.
MISCELLANEOUS

Section 36.01. *Force Majeure* 128
Section 36.02. *Waste* 128
Section 36.03. *Attornment* 128
Section 36.04. *Quiet Enjoyment* 129
Section 36.05. *Notices* 129
Section 36.06. *Entire Agreement* 130
Section 36.07. *Port/Delta Lease* 130
Section 36.08. *2026 Condition Survey* 130
Section 36.09. *Recording Of Memorandum* 132
Section 36.10. *Severability* 132
Section 36.11. *Binding Effect* 132
Section 36.12. *No Third Party Beneficiaries* 132
Section 36.13. *Amendment* 132
Section 36.14. *Waiver Of Breach* 133
Section 36.15. *Relationship* 133
Section 36.16. *No Brokers* 133
Section 36.17. *Choice Of Law* 133
Section 36.18. *Choice Of Venue* 133
Section 36.19. *Waiver Of Jury Trial* 133
Section 36.20. *Specific Performance* 133
Section 36.21. *Counterparts* 133
Section 36.22. *Delta Space Permit* 133
Section 36.23. *IAT Confidential Information* 134

Exhibits

Exhibit A-1	Pre-DBO Premises; Location of Delta Premises; Concession Space; Concourse A; Delta Hardstand Positions
Exhibit A-2	Location of Perimeter Dig Area; FIS Facility; Terminal 2-4 Connector Area
Exhibit A-2-1	Triangle Plume
Exhibit B	Master Plan
Exhibit C	Approved Signage Locations
Exhibit D	Form of Construction Contract Assignment Agreement
Exhibit E	Form of Contractor Consent and Agreement (Construction Administration Agreement and Major Contracts)
Exhibit F	Non-Major Contract Stipulated Contract Language
Exhibit G	Reserved
Exhibit H-1	Reserved
Exhibit H-2	Form of Recognition, Non-Disturbance, Attornment and Consent Agreement
Exhibit I	Reserved
Exhibit J	Form of License Agreement between IAT and Scheduled Aircraft Operators (other than ATA Airline Sublessees) for use of Delta Gates and Delta Hardstand Positions
Exhibit K	Form of Letter of Credit

Schedules

Schedule 1-1	ATA Permitted O&M Expenses
Schedule 4-1	Port/IAT Lease
Schedule 4-2	Series 6 Bond Documents
Schedule 4-3	Series 8 Bond Documents
Schedule 4-4	Transaction Documents
Schedule 6-1	Approved Phase I IAT Project Contract Documents
Schedule 6-2	Phase I IAT Project Contract Documents Pending Approval
Schedule 6-3	Standard Draw Documentation
Schedule 6-4	Phase I IAT Project Management Structure
Schedule 7-1	Pre-DBO Rent (with per gate increases)
Schedule 7-2	Reserved
Schedule 7-3(a)	Post-DBO Rent
Schedule 7-3(b)	Terminal 4 Gate Use Fee/Terminal 4 Hardstand Use Fee
Schedule 7-4	Adjusted Terminal Management Fees
Schedule 8-1	Port Authority Rules and Regulations
Schedule 8-2	Terminal 4 Rules and Regulations
Schedule 8-3	Terminal 3 Parking Fee
Schedule 10-1	Committee Representatives
Schedule 10-2	Pro Forma Budget
Schedule 36-1	Agreements Surviving Execution of this Agreement

ANCHOR TENANT AGREEMENT

ANCHOR TENANT AGREEMENT dated as of December 9, 2010, by and between JFK INTERNATIONAL AIR TERMINAL LLC, a limited liability company organized and existing under the Laws of New York and having its principal place of business at Terminal 4, Room 2400, John F. Kennedy International Airport, Jamaica, New York 11430 (together with its permitted successors and assigns, "**IAT**") and DELTA AIR LINES, INC., a corporation organized and existing under the Laws of Delaware and having its principal place of business at 1030 Delta Boulevard, Atlanta, Georgia 30354 (together with its permitted successors and assigns "**Delta**").

WITNESSETH:

WHEREAS, the City owns the Airport which includes the Terminal 4 Site on which Terminal 4 is located; and

WHEREAS, the Port Authority currently leases the land on which the Airport is located, including the Terminal 4 Site, from the City pursuant to the Basic Lease; and

WHEREAS, IAT currently leases Terminal 4 from the Port Authority pursuant to the Port/IAT Lease; and

WHEREAS, Delta currently occupies a portion of Terminal 4 pursuant to the Delta Space Permit; and

WHEREAS, Delta and IAT desire to replace the Delta Space Permit with the terms of this Agreement, except where otherwise provided herein; and

WHEREAS, Delta desires to construct and complete the Phase I IAT Project for Delta's occupancy and use as provided for herein; and

WHEREAS, IAT desires to lease the Delta Premises to Delta and Delta desires to lease the Delta Premises from IAT as set forth herein;

NOW, THEREFORE, in consideration of the premises set forth above, and the mutual covenants, agreements, conditions, representations, warranties and other provisions set forth herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, the parties hereto agree as follows:

ARTICLE 1.
DEFINITIONS; INTERPRETATION

Section 1.01. Definitions. (a) As used in this Agreement, the following terms have the following meanings:

"**2026 Capital Repairs**" is defined in Section 36.08.

"**2026 Capital Repairs Financing**" is defined in Section 36.08.

"**2026 Condition Survey**" is defined in Section 36.08.

"**Actual Knowledge**" means the actual knowledge of or receipt of written notice by, (i) with respect to IAT, IAT's President/Terminal Manager or Chief Financial Officer or President or Vice President and Chief Financial Officer of JFK IAT Member, and (ii) with respect to Delta, any Delta employee with the title of Director – Corporate Real Estate, Senior Vice President – Finance, Vice President – Corporate Real Estate, Vice President-Airport Customer Service-JFK, or Regional Director – Corporate Real Estate, and Delta employees with direct supervisory authority over such positions.

"**Additional Phase I Gates**" is defined in Section 2.03.

"**Additional Re-lifing Rental**" is defined in Section 36.08.

"**Additional Rent**" means the Additional Re-lifing Rental and any and all charges, payments and amounts required to be paid by Delta to IAT pursuant to this Agreement, except payments of and amounts included in the Delta Rent.

"**Adjusted Terminal Management Fees**" is defined in Schedule 7-4.

"**Affiliate**" means with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person. For the purposes of this definition, "control" means the possession, directly or indirectly, of the power, whether or not exercised, to direct or cause the direction of the management or policies of any Person, whether through ownership of voting securities, membership interests, partnership interests or other ownership interests, by contract or otherwise, *provided that*, without limiting the foregoing, except as otherwise provided herein, any Person who owns or controls directly or indirectly 10% (25% for a Person whose shares are listed on a nationally recognized stock exchange) or more of the securities having ordinary voting power for the election of directors or other governing body of a corporation or 10% (25% for a Person whose shares are listed on a nationally recognized stock exchange) or more of the membership, partnership or other ownership interests of any other Person shall be deemed to control such corporation or other Person, *provided, further, that*, for purposes of this Agreement, Delta shall not be an "Affiliate" of IAT or JFK IAT Member nor shall IAT or JFK IAT Member be an "Affiliate" of Delta.

"**Agreement**" means this Anchor Tenant Agreement.

"**Airline Activities**" means the carriage by aircraft of passengers for hire, the carriage of baggage, cargo and mail in connection therewith and all other lawful business activities incidental thereto or associated therewith.

"**Airport**" is defined in the Port/IAT Lease.

"**Airport Security Program**" is defined in Section 11.01.

"**Annual Period**" means each period commencing on December 1 of any calendar year and ending on November 30 of the immediately succeeding calendar year, from and including the Effective Date to and including the earlier to occur of the Expiration Date or the Termination Date of this Agreement, except that the first Annual Period shall be the period from and including the Effective Date to and including the immediately following November 30 and the last Annual Period shall be the period from and including December 1 of the calendar year immediately preceding the date on which the Expiration Date or the Termination Date (as applicable) occurs to and including the Expiration Date or the Termination Date (as applicable).

"**AOA**" means the air operation areas as defined in 49 C.F.R. § 1542.203 now or hereafter located on the Airport.

"**Approved Contractor**" means any third party contractor that possesses the required permits from the Port Authority to perform the services for which it is retained selected as follows: (i) in respect of the Phase I IAT Project, Phase II or Phase III, as approved by IAT and Delta from time to time for the purpose of providing construction work, labor, materials or services in or on Terminal 4, including any Construction Contractor, (ii) in respect of other work, labor, materials or services in or on Terminal 4, as selected by the contracting party who has responsibility for such work, labor, materials or services pursuant to this Agreement, the Port/IAT Lease, any other Transaction Document or as otherwise agreed to in writing by IAT and Delta, and (iii) in respect to Handling Services as selected by IAT.

"**Assumed Environmental Damages**" means:

(a) Damages relating to the following events occurring or conditions originating subsequent to the Delta Space Permit Effective Date and prior to the end of the Term (i) the presence on, about or under the Delta Space of any Hazardous Substance, and/or (ii) the Release or threatened Release of any Hazardous Substance from the Delta Space, and/or (iii) the presence of any Hazardous Substance on, about or under Terminal 4 or other property at the Airport as a result of any Delta Representative's use and occupancy of Terminal 4, the migration of a Hazardous Substance from the Delta Space, or any other activities conducted or work performed by or on behalf of Delta at Terminal 4, and/or (iv) any personal injury, including wrongful death, or property damage (including natural resource damage), arising out of or related to any Hazardous Substance described in (i), (ii), or (iii) above, and/or (v) the violation of any Environmental Requirement at the Delta Space, except for (A) the portion of such Damages resulting from any act or omission of IAT or its Affiliates or Sublessees, or any of their respective officers, directors, employees, agents, invitees and contractors at any time (in all cases other than the Delta Representatives), (B) the portion of such Damages resulting from the sole gross negligence or willful misconduct of the Port Authority or (C) in the case of Damages

arising out of or relating to the presence of Hazardous Substances on, about or under the Delta Space because of the migration of Hazardous Substance from property other than the Delta Space, provided, however, that the exceptions in the foregoing items (A)-(C) do not apply to Delta's obligations set forth in paragraph (b) immediately below, and provided, further, however, that nothing in this paragraph (a) is intended to limit the obligations of Delta to perform the Remediation in connection with the Phase I IAT Project as described in paragraph (b) below; and

(b) all costs to Remediate, and all costs that may be required to satisfy Environmental Requirements to store, dispose, treat or transport any item or material, including soil and water, containing Hazardous Substances (i) that is excavated at the Terminal 4 Site within the Excavation Boundary without any monetary limit or cap, or (ii) that is excavated at the Terminal 4 Site outside of the Excavation Boundary provided that the costs thereof for which Delta shall be responsible under this clause (ii) shall not exceed the Phase I IAT Project Environmental Cap, and in each case as needed to perform the construction of the Phase I IAT Project in accordance with Environmental Requirements, or if more stringent, in accordance with the requirements of the Port/IAT Lease; *provided that*, Remediation outside of the "Perimeter Dig Area" (as such area is described in the definition of "Excavation Boundary") shall only be performed if required by a Governmental Authority as a result of the discovery of Hazardous Substances within the Perimeter Dig Area that extend outside of the Perimeter Dig Area, unless performance of Remediation is required by the Port Authority in order for it to be in compliance with, in its judgement, the Basic Lease, in which case the Remediation shall be undertaken and completed to attain such compliance to the satisfaction of the Port Authority. Delta and IAT acknowledge that Delta shall pay Delta's Share of ATA Permitted Remediation Costs.

"**ATA Airline Sublease**" means a Sublease made by Delta to any Delta Affiliate Carrier, or IAT to any Contract Carrier, in each case in accordance with the terms of the Port/IAT Lease, this Agreement and the Port Authority Consent to Sublease.

"**ATA Airline Sublessee**" means a sublessee, licensee or other occupant under an ATA Airline Sublease.

"**ATA Permitted O&M Expenses**" means those items of Permitted O&M Expenses and other expenses set forth in Schedule 1-1, and any other amounts specified in this Agreement to constitute or be payable as ATA Permitted O&M Expenses.

"**ATA Permitted Remediation Costs**" means those costs for Remediation (without duplication for Assumed Environmental Damages) at Terminal 4 (or because of Hazardous Substances originating from Terminal 4) that must be performed because of Environmental Requirements, are not incurred because of, or in connection with, the construction of the Phase I IAT Project, and: (i) are not recoverable directly from a Sublessee through such Sublessee's indemnification obligations to IAT, and (ii) are not already included in Delta Rent as an ATA Permitted O&M Expense.

"**Baggage System**" means and includes all systems, facilities, fixtures and equipment necessary or appropriate for moving passengers' baggage and/or personal property in and around Terminal 4.

"**Base Line Plans**" is defined in Section 6.01(c).

"**Basic Lease**" means the Amended and Restated Agreement of Lease of the Municipal Air Terminals, dated November 24, 2004, between the City and the Port Authority. By said agreement, the City leases to the Port Authority the land on which the Airport is located.

"**Basis of Design**" means, collectively, (i) Delta Air Lines JFK Terminal 4 Concourse B Extension Basis of Design, Job Number 132040; (ii) Delta Air Lines JFK Terminal 4 Headhouse Expansion Basis of Design, Job Number 132040; and (iii) Passenger Bridge T3 / T4 John F. Kennedy International Airport, Basis of Design, issued for TAA review, each prepared by ARUP/SOM, a joint venture of Skidmore, Owings, Merrill LLP Architects and Ove Arup & Partners Consulting Engineers PC related to the design and completion of the Phase I IAT Project, subject in each case to the prior approval from time to time by the Port Authority,

"**BIDS**" is defined in Section 8.07.

"**Bond Documents**" means the Series 6 Bond Documents and the Series 8 Bond Documents.

"**Bond Insurer[s]**" means MBIA Insurance Corporation as the bond insurer under the Series 6 Bond Documents.

"**Bond Resolution**" means that certain Special Project Bond Series Resolution adopted by the board of directors of the Port Authority on August 5, 2010, entitled "Special Project Bonds, Series 8 and 9, JFK International Air Terminal LLC Project – Establishment and Authorization of Issuance", including any amendments, modifications or supplements thereto.

"**Bonds**" means the Series 6 Bonds and the Series 8 Bonds.

"**Budget**" is defined in Section 10.03(a).

"**Budgetary Limits**" is defined in Section 6.01(b).

"**Business Day**" is defined in the Port/IAT Lease and means any day other than a Saturday, a Sunday, a legal holiday or a day on which banking institutions in the Port of New York District are required or authorized by Law to remain closed.

"**Capital Expenditure**" means any expenditure treated as capital in nature in accordance with GAAP.

"**Capital Repair**" means any renovation or replacement of Terminal 4 (or portion thereof) the cost of which constitutes a Capital Expenditure.

"**Cash Deposit**" is defined in Section 16.04.

"**City**" means The City of New York, a municipal corporation of the State of New York.

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

"**Code**" is defined in the Port/IAT Lease and means the Internal Revenue Code of 1986 and any amendments or successors thereto and any regulations promulgated thereunder.

"**Common Space**" is defined in Section 2.01(c).

"**Comprehensive Retail Plan**" is defined in the Port/IAT Lease.

"**Concession Master Plan**" means a plan (subject to Section 44 of the Port/IAT Lease) prepared with a view toward enhancing customer service at Terminal 4 related to concession services to be provided at Terminal 4 developed and approved by IAT in consultation with Delta and the Concessions Subcommittee.

"**Concession Space**" means the existing areas in Terminal 4 designated for concessionaires as shown on Exhibit A-1, pages 14 through 18 (inclusive), and following Phase I DBO any additional areas in Terminal 4 designated for concessionaires as part of the Phase I IAT Project.

"**Concession Sublease**" means a Sublease made by IAT for use of any portion of the Concession Space.

"**Concession Sublessee**" means a sublessee, licensee or other occupant under a Concession Sublease.

"**Concessions Subcommittee**" is defined in Section 14.01.

"**Concourse A**" means the east passenger concourse of Terminal 4 as shown on Exhibit A-1, page 1, including the related aircraft parking, apron and ramp.

"**Concourse B**" means the west passenger concourse of Terminal 4 as shown on Exhibit A-1, page 1, including the related aircraft parking, apron and ramp, and following Phase I DBO the Phase I Concourse B Expansion.

"**Construction Administrator**" means AECOM USA, Inc., or any replacement thereof selected by Delta and IAT to act as Construction Administrator under the Construction Administration Agreement.

"**Construction Administration Agreement**" means the Construction Administration Services Agreement, dated as of April 13, 2010, between Delta and the Construction Administrator, as approved by IAT and as amended or replaced from time to time in accordance with the terms of this Agreement.

"**Construction Contract Assignment Agreement**" is defined in Section 6.01(g).

"**Construction Contractor**" is defined in Section 12.05.

"**Contract Carrier**" means an ATA Airline Sublessee in Terminal 4, holding an ATA Airline Sublease by, through or under IAT at any time and from time to time, including (i) any Delta Code Share Carrier using space in Terminal 4 (all of which must hold their ATA Airline Subleases by, through or under IAT) and (ii) any Delta Affiliate Carrier that holds its ATA Airline Sublease by, through or under IAT (it being understood that "Contract Carrier" shall not include Delta or any Delta Affiliate Carrier that holds its ATA Airline Sublease by, through or under Delta).

"**Contractor Consent and Agreement**" is defined in Section 6.01(g).

"**Control Tower**" is defined in the Port/IAT Lease and means the building in which the air traffic control tower for the Airport is located, known as Building No. 156.

"**Control Tower Space**" is defined in the Port/IAT Lease.

"**Cost Overruns**" means costs of the Phase I IAT Project in excess of the proceeds of the Series 8 Bonds available to pay such costs.

"**Costs of the 2026 Capital Repairs**" is defined in Section 36.08.

"**CUTE System**" is defined in Section 8.09(a).

"**Damages**" is defined in Section 24.01.

"**Defense Counsel**" is defined in Section 24.03.

"**Defense Notice**" is defined in Section 24.03.

"**Delta Affiliate Carrier**" means (i) any Scheduled Aircraft Operator that has been granted by the United States Department of Transportation immunity from the United States antitrust laws with respect to an international airline alliance with Delta, or (ii) any Scheduled Aircraft Operator that is wholly owned by Delta or which is wholly owned by the direct or indirect owner of Delta, or (iii) any Scheduled Aircraft Operator that operates under a Delta trade name and whose flights to and from the Airport are operated under Delta's two letter designator code.

"**Delta TAA Certificate**" means the TAA Certificate of Delta Air Lines, Inc. delivered by Delta to IAT on the Effective Date.

"**Delta Code Share Carrier**" means any Scheduled Aircraft Operator that is not a Delta Affiliate Carrier which (i) uses Delta's designator code or a common designator code with Delta on some or all of its flights to or from the Airport, or (ii) participates with Delta in the SkyTeam® alliance.

"**Delta Gates**" means the Gates subleased by Delta from IAT from time to time under this Agreement.

"**Delta Hardstand Positions**" is defined in Section 13.01(a).

"**Delta Marks**" is defined in Section 8.14(a).

"**Delta Nonpublic Space**" means any space within the Delta Space used for office, operations, club room, passenger lounge or storage purposes or similar space, in all cases which is not open to the general public and is used exclusively by Delta, Delta Affiliate Carriers, and other Persons subleasing from Delta pursuant to Section 17.01(c), wherever such space may be located from time to time within the Delta Space.

"**Delta Parties**" is defined in Section 24.02.

"**Delta Premises**" is defined in Section 2.01(a).

"**Delta Rent**" means, Pre-DBO Rent, Interim Rent, or Post-DBO Rent, as applicable and as adjusted in accordance with Article 7.

"**Delta Representatives**" means Delta, Delta's Affiliates and Sublessees, and their respective officers, directors, employees, agents, invitees and contractors.

"**Delta Schedule**" is defined in Section 13.01(a).

"**Delta Space**" is defined in Section 2.01(d).

"**Delta Space Permit**" means the John F. Kennedy International Airport Terminal 4 Space Permit, dated as of January 1, 2009, between IAT and Delta.

"**Delta Space Permit Effective Date**" means May 13, 2001.

"**Delta Taxes**" is defined in Section 19.01.

"**Delta Tax Lien**" is defined in Section 19.03.

"**Delta Terminal System**" is defined in Section 8.09(a).

"**Delta Trade Fixtures P&S**" is defined in Section 6.04(b).

"**Delta Users**" is defined in Section 24.01.

"**Delta's Parking Space Costs**" means a monthly amount equal to (i) the number of parking spaces included within the Delta Premises for all or any portion of such month, multiplied by (ii) the lowest monthly automobile parking fee charged to any other Contract Carrier for use of the automobile parking area at Terminal 4, which shall be pro-rated for partial months.

"**Delta's Share of ATA Permitted Remediation Costs**" means an amount equal to Delta's share of the ATA Permitted Remediation Costs which shall be calculated based upon the ratio of the number of Delta and Delta Affiliate Carrier passengers arriving or departing from Terminal 4 from the Delta Space Permit Effective Date through the applicable date of

determination, divided by the total number of passengers arriving and departing from Terminal 4 during the applicable period; provided that, under no circumstance shall Delta's Share of ATA Permitted Remediation Costs include any Assumed Environmental Damages consisting of costs or expenses related to Remediation performed outside of the Excavation Boundary in connection with the Phase I IAT Project.

"**Direct or Indirect Owner**" is defined in the Port/IAT Lease and means a reference to ownership on a cumulative basis, whether or not through subsidiaries.

"**Effective Date**" means the date first written above, which shall be the date upon which Delta and IAT become legally bound by the terms and conditions of this Agreement.

"**Emergency Repairs**" is defined in Section 9.05.

"**Environmental Requirements**" is defined in the Port/IAT Lease and means all applicable present and future laws, statutes, enactments, resolutions, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, requirements and similar items of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof and all applicable judicial, administrative, voluntary and regulatory decrees, judgments, orders and agreements relating to the protection of human health or the environment, the foregoing to include, without limitation:

> (i) All requirements pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Substances into the air, surface water, groundwater or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances; and
>
> (ii) All requirements pertaining to the protection from Hazardous Substances of the health and safety of employees or the public.

"**Escrow Account**" means the account maintained pursuant to the Escrow Agreement and which shall be the account into which any Cash Deposit required to be posted by Delta pursuant to Section 16.04 shall be deposited.

"**Escrow Agent**" means the escrow agent under the Escrow Agreement, which escrow agent shall be selected by the Bond Insurer and reasonably satisfactory to each of Delta and IAT.

"**Escrow Agreement**" means an escrow agreement with the Escrow Agent in form and substance reasonably acceptable to IAT, the Bond Insurer, and Delta, pursuant to which the Escrow Agent will maintain the Escrow Account and which shall set forth the terms and provisions concerning IAT's, the Bond Insurer's, the Escrow Agent's and Delta's respective rights and obligations thereunder and in respect of the Escrow Account and Cash Deposit deposited therein, including, among other matters, (i) the periodic application of same in accordance with Section 16.04, and (ii) the release of any remaining Cash Deposit to Delta when and if the release conditions set forth in Section 16.04 are satisfied, or a Letter of Credit meeting the requirements of Section 16.04 has been delivered by Delta.

"**Event of Default**" is defined in Section 26.01.

"**Excavation Boundary**" means the boundary or boundaries around the perimeter of the following areas: the footprint, as actually excavated, of the proposed Phase I Concourse B Expansion, the Phase I Headhouse Improvements, and related improvements to apron, ramp, and taxiway areas identified on Exhibit A-2, page 1 as "Perimeter Dig Area", together with additional excavated areas adjacent thereto for which excavation is performed pursuant to the plans and specifications included within the Phase I IAT Project Contract Documents related to excavation and construction for purposes of completing the Phase I IAT Project, plus a ten (10) foot wide (measured from the widest extent, surface or subsurface, of such excavations) strip of land adjacent to such foregoing areas; *provided, however, that,* to the extent such boundary or boundaries, as described above, would cross the lease line dividing the Terminal 4 Site and the Terminal 3 Site, the Excavation Boundary shall be deemed to coincide with such dividing line; Remediation of the Terminal 3 Site shall be governed by the Port/Delta Lease and shall not be subject to any Phase I IAT Project Environmental Cap.

"**Excluded Environmental Damages**" means any Damages, other than any Assumed Environmental Damages and Delta's Share of ATA Permitted Remediation Costs, for the following: (i) the presence on, about or under Terminal 4 of any Hazardous Substance, and/or (ii) the Release or threatened Release of any Hazardous Substance from Terminal 4, and/or (iii) the presence of any Hazardous Substance on, about or under Terminal 4 or other property at the Airport as a result of the use and occupancy of Terminal 4 or a migration of a Hazardous Substance from Terminal 4, and/or (iv) any personal injury, including wrongful death, or property damage (including natural resource damage), arising out of or related to any Hazardous Substance described in (i), (ii) or (iii) above, and/or (v) the violation of any Environmental Requirement at Terminal 4.

"**Expiration Date**" is defined in Section 3.01.

"**FIDS**" is defined in Section 8.07.

"**FIS Facility**" or "**Federal Inspection Services Facility**" means those portions of Terminal 4, including the space in the Headhouse shown as "**Shared FIS**" on Exhibit A-2, pages 2 through 6 (inclusive), used from time to time by the United States Government for keeping in a segregated area quarantined individuals and goods and for the inspection of Terminal 4 passengers, their baggage and other belongings by officials of the United States Customs and Border Protection or other agencies, bureaus, services or subdivisions of the United States Government.

"**Force Majeure Events**" is defined in Section 36.01.

"**GAAP**" means generally accepted accounting principles in the United States as in effect from time to time as promulgated by the Financial Accounting Standards Board, which establishes standards for financial accounting and reporting that are authorized by the United States Securities and Exchange Commission, or a successor Person exercising such functions.

"**Gate**" means an aircraft parking position, holdroom and related operations space at Terminal 4 for active loading and unloading of passengers.

"**Governmental Authority**" is defined in the Port/IAT Lease and means federal, state, municipal and other governmental authorities, boards and agencies of any state, nation or government, except that it shall not be construed to include the Port Authority.

"**Governmental Authorization**" is defined in the Port/IAT Lease and means, for purposes of this Agreement, all consents, licenses, certificates, permits or other authorization from all Governmental Authorities having jurisdiction over (a) with respect to Delta, the operations of Delta which may be necessary for the conduct of Delta's operations at the Delta Premises and (b) with respect to IAT, the operations of IAT which may be necessary for the conduct of IAT's operations at Terminal 4.

"**Handling Services**" is defined in the Port/IAT Lease and means and includes, collectively, those services commonly known as "Ramp Services" which include, but are not limited to, aircraft ground handling, interior and exterior aircraft cleaning, baggage loading and unloading from aircraft, the transportation of passengers to and from aircraft for the purpose of enplanement and deplanement and the performance of ground services incidental to flight, such as pre- flight briefing of air crews, and those services commonly known as "Passenger Handling Services", which include, but are not limited to, passenger ticketing, passenger assistance and passenger information services.

"**Hardstand Position**" means a remote aircraft parking position on the Terminal 4 Site not located at a Gate.

"**Hazardous Substance**" is defined in the Port/IAT Lease and means and includes, without limitation, any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, inflammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, polychlorinated biphenyls ("PCBs"), chemicals known to cause cancer, endocrine disruption or reproductive toxicity, petroleum and petroleum products and other substances which have been and continue to be or in the future shall be declared to be hazardous or toxic, or the removal of which have been or in the future shall be required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling or ownership of which have been and continue to be or in the future shall be restricted, prohibited, regulated or penalized by any Environmental Requirement.

"**Headhouse**" means the landside terminal building on the Terminal 4 Site (including the proposed expansion thereof, but excluding Concourse A and Concourse B) as shown on Exhibit A-2, pages 12 through 15 (inclusive).

"**IAT**" means JFK International Air Terminal LLC, a limited liability company organized and existing under the Laws of New York, and its successors and assigns.

"**IAT Event of Default**" is defined in Section 27.01.

"**IAT Gates**" means Gates located at Terminal 4 that are not Delta Gates.

"**IAT Marks**" is defined in Section 8.14(b).

"**IAT Nonpublic Space**" means those portions of the IAT Space that are reserved for IAT's exclusive use, that are reserved or leased for the exclusive or shared use by one or more of IAT's Sublessees other than Delta (including for shared use by IAT and one or more such Sublessees) for office, clubroom, passenger lounge, storage or other purposes, or that are not otherwise open to the general public, wherever such space may be located from time to time.

"**IAT Parties**" is defined in Section 24.01.

"**IAT Space**" means that portion of Terminal 4 that is not part of the Delta Space or Common Space.

"**IAT Users**" is defined in Section 24.02.

"**IATA**" is defined in Section 13.01.

"**Indemnified Party**" is defined in Section 24.03.

"**Indemnifying Party**" is defined in Section 24.03.

"**In-Flight Meals**" is defined in the Port/IAT Lease and means the term of art as used in the air transportation industry and in this Agreement that includes food, beverages, snacks, non-reusable supplies, materials, dry goods and all services rendered in connection therewith.

"**Interim Rent**" is defined in Section 7.01(b).

"**JFK IAT Member**" is defined in Section 10.04.

"**Law**" is defined in the Port/IAT Lease and means all applicable provisions of all (a) constitutions, treaties, statutes, laws (including common law), codes, rules, regulations, ordinances or orders of any Governmental Authority or the Port Authority, (b) Governmental Authorizations and (c) orders, decisions, injunctions, judgments, awards and decrees of any Governmental Authority or the Port Authority.

"**Lessor Party**" means the Port Authority, the City, or any future operator of the Airport with the ability to grant a leasehold interest in Terminal 4.

"**Letter of Credit**" is defined in Section 16.04.

"**Light Rail System**" is defined in the Port/IAT Lease.

"**Liquidity**" means the sum of Unrestricted Cash and Unused Committed Credit Facilities.

"**Liquidity Report**" is defined in Section 16.04.

"**Major Contract**" is defined in Section 6.01(g).

"**Management Committee**" is defined in Section 10.02(a).

"**Master Plan**" means the long-term plans for the development of the Terminal 4 Site and the Terminal 3 Site as shown in Exhibit B attached hereto, which resulted from the cooperative planning efforts of Delta, IAT and the Port Authority, and which may change from time to time by agreement among Delta, IAT and the Port Authority, but which must remain at all times consistent with the requirements of the Port/IAT Lease and/or the Bond Documents.

"**Material Adverse Effect**" means the results of taking or failing to take a particular action that could reasonably be expected to result in any of the following: (i) Delta's leasehold interest or use and enjoyment of the Delta Premises as contemplated by this Agreement is materially and adversely affected, (ii) Delta's financial obligations under this Agreement, become more burdensome to Delta in any material respect, (iii) Delta's nonmonetary obligations are materially and adversely modified, or (iv) Delta's rights under this Agreement are diminished in any material respect.

"**New Lease**" is defined in the Port/IAT Lease.

"**Notice of Disagreement**" is defined in Section 10.04.

"**NYSDEC**" means the New York State Department of Environmental Conservation.

"**O&M Services**" and "**O&M**" have the same meaning and are defined in Section 9.01(a).

"**Operations Advisory Committee**" is defined in Section 10.01.

"**Option Effective Date**" is defined in Section 35.01.

"**Option Space**" and "**Option Spaces**" is defined in Section 35.01.

"**PA Default**" means the occurrence of a fact or circumstance that, with the giving of notice or passage of time, or both, shall become a PA Event of Default.

"**PA Event of Default**" means an Event of Default, as defined in the Port/IAT Lease.

"**PA Notice of Default**" means a Notice of Default, as defined in the Port/IAT Lease.

"**PA Lease Trigger Event**" means a Trigger Event, as defined in the Port/IAT Lease.

"**Permitted O&M Expenses**" is defined in the Port/IAT Lease.

"**Person**" is defined in the Port/IAT Lease and means not only a natural person, corporation or other legal entity, but also two or more natural persons, corporations or other legal entities acting jointly as a firm, partnership, unincorporated association, consortium, joint adventurers or otherwise.

"**Phase I**" means the first phase of the Master Plan as shown in Exhibit B, page 1 comprising the Phase I IAT Project, the Phase I Delta Project, and the Terminal 2-4 Connector.

"**Phase I Concourse B Expansion**" means the portion of the Phase I IAT Project comprising improvements and renovations to the existing Concourse B, and the extension of Concourse B to add 9 Gates as shown on Exhibit A-2, pages 7 through 9 (inclusive).

"**Phase I DBO**" means the date upon which the 2010 Expansion DBO occurs as such term is defined in the Port/IAT Lease.

"**Phase I Delta Project**" means the second portion of Phase I comprising the demolition of Terminal 3, improvements to the Terminal 3 Site utilities, and the paving and creation of initially 16 hardstands on the Terminal 3 Site.

"**Phase I Headhouse Improvements**" means the portion of the Phase I IAT Project comprising the additions and modifications to the Headhouse, including without limitation the TSA EDS Project, the FIS Facility, bag claim, security check points, bag make-up and other processing areas as shown on Exhibit A-2, pages 12 through 15 (inclusive).

"**Phase I IAT Project**" means the first portion of Phase I, comprising the Phase I Concourse B Expansion, improvements to taxilanes and throats on the Terminal 4 Site, and the Phase I Headhouse Improvements.

"**Phase I IAT Project Construction Contracts**" means those contracts that are entered into in connection with the Phase I IAT Project for the performance of design, engineering and/or construction related services, except for any such contracts that relate solely to Delta's trade fixtures and personal property.

"**Phase I IAT Project Construction Period**" means the period from the Effective Date through Phase I DBO.

"**Phase I IAT Project Contract Documents**" is defined in Section 6.01(e).

"**Phase I IAT Project Environmental Cap**" means an amount equal to $10,000,000, to the extent such amounts are in respect of Assumed Environmental Damages identified in clause (b)(ii) of the definition of Assumed Environmental Damages.

"**Phase II**" means the second phase of the Master Plan as it may change from time to time by agreement among Delta, IAT and the Port Authority, presently expected to include a further extension of Concourse B of Terminal 4 to add 11 regional jet Gates as shown on Exhibit B, page 2.

"**Phase II Space**" is defined in Section 35.01.

"**Phase II/III Option**" is defined in Section 35.01.

"**Phase III**" means the final phase of the Master Plan as it may change from time to time by agreement among Delta, IAT and the Port Authority, presently expected to include an extension of Concourse A and, as necessary, modifications to the Headhouse as shown on Exhibit B, page 3.

"**Phase III Space**" is defined in Section 35.01.

"**Phasing Strategy**" means a strategy to be developed and implemented by IAT to relocate Contract Carriers within Terminal 4 or from Terminal 4 to other terminals at the Airport in order to facilitate the availability of the applicable Gates for Delta's use as provided for in this Agreement, that shall provide, inter alia, that such Contract Carriers will not be forced to leave Terminal 4. IAT will periodically consult with the Airport General Manager during the development of the strategy, at which times the Airport General Manager may express concerns, including concerns relating to the Port Authority's grant assurances, to which IAT will give consideration in the implementation of the strategy, it being understood that the Airport General Manager shall take into consideration IAT's obligations under Section 2.03 when expressing such concerns.

"**Port Authority**" means the Port Authority of New York and New Jersey, a body corporate and politic created and existing under and by virtue of the Compact of April 30, 1921 between the States of New York and New Jersey and thereafter consented to by the Congress of the United States of America, together with its successors and assigns.

"**Port Authority Consent to Sublease**" means the consent agreement among the Port Authority, Delta, and IAT, whereby, among other things, the Port Authority grants its consent to this Agreement, or, if contained in a supplement to the Port/IAT Lease, as set forth in the Port/IAT Lease, as supplemented.

"**Port Authority Handling Fee**" means the amount of money due the Port Authority pursuant to the Port/IAT Lease (including Sections 62 and 8(I)(c) thereof), with respect to Handling Services.

"**Port Authority Rules and Regulations**" is defined in Section 8.03.

"**Port/Delta Lease**" means the lease agreement, dated as of January 1, 1993, and known as Lease No. AYC-325 between the Port Authority and Delta with respect to Terminal 2 and Terminal 3 as the same has heretofore been amended, supplemented or otherwise modified.

"**Port/IAT Lease**" means the agreement of lease, effective as of May 13, 1997 and known as Lease No. AYC-685 between the Port Authority and IAT as the same has heretofore been amended, supplemented or otherwise modified as described in Schedule 4-1, pursuant to which the Port Authority leases Terminal 4 to IAT.

"**Port of New York District**" is defined in the Port/IAT Lease.

"**Post-DBO Rent**" is defined in Schedule 7-3(a).

"**Pre-DBO Delta Premises**" means the Delta Premises prior to Phase I DBO, as described in Section 2.01(a)(i).

"**Pre-DBO Rent**" is defined in Schedule 7-1.

"**Prime Rate**" means, on any date, the rate published in the Federal Reserve Statistical Release of Selected Interest Rates (Board of Governors of The Federal Reserve System Publication 14.15(519)) as the bank prime loan rate; or, if no bank prime loan rate is published for the date in question, the date next preceding the date in question for which such rate is published; or, if more than one bank prime loan rate is published for any such date, the average of such rates; or, if such bank prime loan rate is no longer published, the Prime Rate shall be the rate published in a substitute index (reflecting the average of the prime or base rates published by the top (by assets in domestic offices) insured, US-chartered, commercial banks) selected by Delta and approved by IAT.

"**Project Costs**" means those costs and expenses incurred with respect to the development, construction and completion of the Phase I IAT Project which qualify as 2010 Expansion Project Costs as defined in the Bond Resolution; *provided, that,* the cost of employees of Delta allocable to design, construction and completion of the Phase I IAT Project shall not exceed $1,000,000.

"**Public Aircraft Facilities**" is defined in the Port/IAT Lease and means the following facilities, as they may from time to time be provided and maintained by the Port Authority at the Airport for public and common use, including use by Civil Aircraft Operators, for the following purposes and which (except by reason of force majeure as provided in the General Airport Agreement) are usable for such purposes:

(i) Public Aircraft Parking and Storage Area; and

(ii) Public Ramp and Apron Area; and

(iii) Runways; and

(iv) Taxiways; and

(v) Facilities Incidental to the Runways, Ramp and Apron Area, Aircraft Parking and Storage Area and Taxiways.

"**Qualified Costs**" is defined in the Trust Administration Agreement.

"**Qualified L/C Provider**" means a United States state or federally chartered bank or a non-United States bank acting through a United States branch or agency office, which has senior unsecured long-term debt or deposits which are rated at least "A" by Standard & Poor's Ratings Group, a division of The McGraw-Hill Companies and at least "A2" by Moody's Investors Service, Inc.

"**Records**" is defined in Section 15.01.

"**Reimbursement**" is defined in Section 5.02(h).

"**Reimbursement Payment**" is defined in Section 5.02(h).

"**Reimbursement Payor**" is defined in Section 5.02(h).

"**Release**" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, depositing or disposing of any Hazardous Substance into the indoor or outdoor environment in violation of, or creating liability under, applicable Environmental Requirements.

"**Remediate**" or "**Remediation**" means the investigation (including any feasibility studies or reports), cleanup, removal, abatement, transportation, disposal, treatment (including *in-situ* treatment), management, stabilization, neutralization, collection, or containment of a Hazardous Substance or contamination, that may be required to satisfy Environmental Requirements, including, without limitation, any closure, restoration or monitoring, operations and maintenance activities that may be required by any Government Authority after the completion of such investigation, cleanup, removal, transportation, disposal, treatment, neutralization, collection, or containment activities as well as the performance of any and all obligations imposed by any Governmental Authority in connection with such investigation, cleanup, removal, transportation, disposal, treatment (including *in situ* treatment), management, stabilization, neutralization, collection, or containment (including any such obligation that may be imposed pursuant to an environmental permit or a consent order).

"**Rent**" means the Delta Rent and Additional Rent.

"**Replacement Lease**" means any lease from a Lessor Party to IAT, or its successor as operator of Terminal 4 upon the expiration of or in substitution for the Port/IAT Lease.

"**Re-lifing Credit**" is defined in Section 36.08.

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

"**SEC**" means the United States Securities and Exchange Commission, or successor agency.

"**Security Amount**" means (i) prior to January 1, 2018, [redacted] and (ii) from and after January 1, 2018, the greater of (x) [redacted] or (y) fifty percent (50%) of that portion of the Delta Rent paid in the most recently ended Annual Period that is attributable to the following items of Fixed Costs and Variable Costs (as such terms are defined in Schedule 7-3(a)): Ground Rental, Series 8 Bonds Debt Service, ATA Direct O&M Expenses and ATA Indirect O&M Expenses (as each such term is defined in Section 7-3(a)), and Series 6 Debt Service (as such term is defined in the Port/IAT Lease).

"**Semi-Annual Period**" means each period commencing on December 1, or the Effective Date if this Agreement becomes effective after December 1 of a calendar year and before June 1 of the immediately succeeding calendar year, and ending on the next succeeding May 31 (or, if such period commences on May 31, ending on that May 31), or the Expiration Date or the

Termination Date if this Agreement expires or terminates prior to such May 31, and commencing on June 1, or the Effective Date if this Agreement becomes effective after June 1 of a calendar year and before December 1 of such calendar year, and ending on the next succeeding November 30 (or, if such period commences on November 30, ending on that November 30), or the Expiration Date or the Termination Date if this Agreement expires or terminates prior to such November 30.

"**Series 6 Bond Documents**" means the Series 6 Bonds and the documents related thereto listed in Schedule 4-2.

"**Series 6 Bonds**" means The Port of Authority of New York and New Jersey, Special Project Bonds, Series 6, JFK International Air Terminal LLC Project, dated April 1, 1997, in the initial aggregate principal amount of $934,100,000, the proceeds of which were used for the construction of Terminal 4.

"**Series 8 Bonds**" means The Port of Authority of New York and New Jersey, Special Project Bonds, Series 8, JFK International Air Terminal LLC Project in the aggregate principal amount of $796,280,000, dated December 9, 2010, the proceeds of which are to be used primarily for the construction of the Phase I IAT Project and as otherwise permitted by the Series 8 Bond Documents.

"**Series 8 Bond Documents**" means the Series 8 Bonds and the documents related thereto listed in Schedule 4-3.

"**Series 8 First Additional Land Rent**" is defined in Schedule 7-3(a).

"**Series 8 Investment Proceeds**" is defined in the Trust Administration Agreement.

"**Series 8 Issue Date**" is defined in the Trust Administration Agreement.

"**Series 8 Net Sale Proceeds**" is defined in the Trust Administration Agreement.

"**Standard Draw Documentation**" means the documentation (and supporting statements and materials required therewith) required to be delivered by Delta pursuant to Section 6.01(f) to request draws from the proceeds of the Series 8 Bonds, which shall be substantially in the form of Schedule 6-3 (subject to completion of the information required therein applicable to such draw request), or as modified from time to time as reasonably requested by IAT to address changes to the documents and information that IAT may be required to deliver in connection with draw requests under the Series 8 Bond Documents.

"**Sublease**" means any sublease, sub-sublease, license agreement or other occupancy agreement (except this Agreement) made by Delta or IAT to a Sublessee relating to any part of Terminal 4, including any ATA Airline Sublease and any Concession Sublease.

"**Sublessee**" means the sublessee, sub-sublessee, licensee or other occupant under a Sublease, including any ATA Airline Sublease and any Concession Sublease.

"**Substantial Completion**" means, with respect to any construction or improvements contemplated by this Agreement, the date or dates certified by the architect of record for the applicable project as the date when such construction or improvements are sufficiently complete, in accordance with the applicable Phase I IAT Project Contract Document, so that said improvement may be occupied and used for the purpose of operating said improvement as contemplated by this Agreement and such occupancy is permitted by applicable Governmental Authority and/or the Port Authority.

"**Taking**" is defined in Section 22.01.

"**Tax Exempt Bond**" means any obligation the interest on which is exempt from federal income tax under Section 103 of the Code issued to finance or refinance the cost of any aspect of Terminal 4, including the Series 6 Bonds and the Series 8 Bonds.

"**Tax Exempt Financed Property**" is defined in Section 5.02(h).

"**Taxes**" is defined in Section 19.01.

"**Taxiways**" is defined in the Port/IAT Lease.

"**Tax Lien**" means the imposition of a lien, levy or charge by a Governmental Authority against the Delta Premises, Terminal 4 or the Airport resulting from the failure to pay taxes.

"**Term**" means the period from and including the Effective Date to and including the earlier to occur of (1) the Expiration Date, as the Expiration Date may be extended by Delta as provided herein, and (2) the Termination Date.

"**Terminal 2**" means the terminal building and associated land leased by Delta under the Port/Delta Lease, referred to therein as "Terminal 1A" and commonly known as "Building 54" or "Terminal 2" at the Airport, as the same may be altered, replaced or otherwise modified from time to time.

"**Terminal 2-4 Connector**" means the passenger connector (including without limitation people movers) to be constructed in connection with Phase I connecting Terminal 2 with Terminal 4 as shown on Exhibit B, page 1.

"**Terminal 2-4 Connector Area**" means the portion of the Terminal 4 Site containing approximately 0.13 acres shown as "Terminal 2-4 Connector" on Exhibit A-2, page 11 on which a portion of the Terminal 2-4 Connector is to be constructed.

"**Terminal 2-4 Connector P&S**" is defined in Section 6.03(b).

"**Terminal 3**" means the terminal building and associated land leased by Delta under the Port/Delta Lease, referred to therein as "Terminal A" and commonly known as "Building 53" or "Terminal 3" at the Airport, as the same may be altered, replaced or otherwise modified from time to time.

"**Terminal 3 Site**" means a portion of the land on which the Airport is located that is leased by Delta from the Port Authority under the Port/Delta Lease and upon which Terminal 3 is located.

"**Terminal 3 Parking Space Permit**" means the Space Permit – Aircraft Parking, dated as of the date hereof, and known as Permit No. AYE-066 between the Port Authority and Delta with respect to certain parking use at the Terminal 3 Site, as the same may hereafter be amended, supplemented or otherwise modified.

"**Terminal 4**" means the air passenger terminal known as Terminal 4 at the Airport, including (i) the Terminal 4 Site, (ii) all buildings, structures, improvements and building fixtures now or hereafter located on the Terminal 4 Site, and (iii) the related aircraft parking, apron, ramp, taxiway and other aircraft operations areas, and has the same meaning as the term "Premises" under the Port/IAT Lease.

"**Terminal 4 Gate Use Fee**" is defined in Schedule 7-3(b).

"**Terminal 4 Hardstand Use Fee**" is defined in Schedule 7-3(b).

"**Terminal 4 O&M Performance Standards**" is defined in Section 9.03.

"**Terminal 4 Project Bonds**" means the Bonds and any other special project bonds that may be issued by the Port Authority in connection with Terminal 4.

"**Terminal 4 Project Bond Documents**" means, collectively and notwithstanding any duplication, the Bond Documents, the Terminal 4 Project Bonds, and all documents comparable to the Bond Documents that may be executed and/or delivered in connection with the issuance of any Terminal 4 Project Bonds.

"**Terminal 4 Rules and Regulations**" is defined in Section 8.04(a).

"**Terminal 4 Security Plan**" is defined in Section 11.02(a).

"**Terminal 4 Site**" means a portion of the land on which the Airport is located that is leased by IAT from the Port Authority under the Port/IAT Lease and upon which Terminal 4 is and shall be located.

"**Terminal 4 Standards**" is defined in Section 6.01(b).

"**Termination Date**" means that calendar month, day and year on which either Delta or IAT elects to terminate this Agreement pursuant to the terms and conditions set forth in Section 26.05 or Section 27.06, respectively, of this Agreement.

"**Transaction Documents**" means this Agreement, the Bond Documents and the non-disturbance agreements and the other documents listed in Schedule 4-4.

"**Treasury Regulations**" means the regulations of the U.S. Treasury Department issued pursuant to the Code.

"**Triangle Plume**" means that area identified on Exhibit A-2-1 as the "Triangle Plume" and any area at the Airport to which the spill identified as NYSDEC Spill #04-00985 has migrated outside of such designated area.

"**Triangle Responsible Party**" means Triangle Aviation Services, Inc., or their successor, as the responsible party for remediation of NYSDEC Spill #04-00985.

"**Trilateral Committee**" is defined in Section 10.04.

"**Trust Administration Agreement**" means that certain Trust Administration Agreement dated as of May 13, 1997, by and between IAT and Trustee, as modified by that certain First Supplemental Trust Administration Agreement dated as of August 10, 2001, that certain Second Supplemental Trust Administration Agreement dated as of December 20, 2002, that certain Third Supplemental Trust Administration Agreement dated as of January 1, 2004, that certain Fourth Supplemental Trust Administration Agreement dated as of December 1, 2004, that certain Fifth Supplemental Trust Administration Agreement dated as of December 1, 2007, and that certain Sixth Supplemental Trust Administration Agreement dated as of the date hereof, including all appendices thereto as the same may be amended, supplemented or modified from time to time.

"**Trustee[s]**" means The Bank of New York Mellon as the trustee[s] under the Bond Documents (or any successor thereto as trustee under the Bond Documents).

"**TSA**" means the Transportation Security Administration, a department of the United States Department of Homeland Security.

"**TSA EDS Project Costs**" is defined in Section 6.01(k).

"**TSA EDS Project**" is defined in Section 6.01(k).

"**TSA MOA**" means the Memorandum of Agreement between TSA and the Port Authority relating to Baggage Screening Projects for JFK, HSTS04-08-H-CT1236, signed by TSA on September 5, 2008 and by the Port Authority on September 10, 2008.

"**United States**" means the states and territories comprising the United States of America, the District of Columbia, Commonwealth of Puerto Rico, the United States Virgin Islands, American Samoa, Guam, and any other territories or protectorates subject to the jurisdiction of the United States Government.

"**United States Government**" means the United States of America and its agencies, departments, bureaus, boards and instrumentalities.

"**Unrestricted Cash**" means the sum of the line items "Cash" and "Short-Term Investments" in Delta's most recent publicly available financial statements, or if not publicly available, as provided to Bond Insurer, whether audited or unaudited. For avoidance of doubt, such term shall not include restricted cash or restricted short term investments.

"**Unused Committed Credit Facilities**" means the sum of immediate borrowing availability under committed credit agreements, for which Delta is in compliance and is the borrower.

(b) Capitalized terms used but not defined herein have the meanings assigned to them in the Port/IAT Lease. The substantive meaning of the capitalized terms set forth herein that refer to a specific definition set forth in the Port/IAT Lease shall be deemed amended to the extent of, and consistent with, any amendment to such defined term in the Port/IAT Lease, subject to the provisions of Section 5.01(b) of this Agreement.

Section 1.02. *Interpretation.* In this Agreement, unless otherwise specified, (i) singular words include the plural and plural words include the singular; (ii) words which include a number of constituent parts, things or elements, including the terms Delta Premises, Delta Space, Common Space, IAT Space, shall be construed as referring separately to each constituent part, thing or element thereof, as well as to all of such constituent parts, things or elements as a whole; (iii) words importing any gender include the other genders; (iv) references to any Person include such Person's successors and assigns and, in the case of an individual, the word "successors" includes such Person's heirs, devisees, legatees, executors, administrators and personal representatives; (v) references to this Agreement, the Basic Lease, the Port/IAT Lease, any of the Bond Documents, any of the other Transaction Documents and any other agreements and documents shall include all amendments, supplements, extensions, replacements and other modifications thereof now or hereafter in effect; (vi) references to any Law include all applicable rules, regulations and orders adopted or made thereunder, as such rules, regulations and orders may from time to time be amended, and all statutes or other laws amending, consolidating or replacing the statute or law referred to; (vii) the words "include" and "including", and words of similar import, shall be deemed to be followed by the words "without limitation"; (viii) the words "hereto", "herein", "hereof" and "hereunder", and words of similar import, refer to this Agreement in its entirety; (ix) the words "consent", "approve" and "agree", and derivations thereof or words of similar import, mean the prior written consent, approval or agreement of the Person in question which consent, approval or agreement shall not, unless otherwise expressly stated herein, be unreasonably withheld, delayed or conditioned; (x) the words "consult" and "consultation", and derivations thereof, mean the right of a party to be actively involved from inception in the development and implementation of the matter which is the subject of the consultation right, the right to receive, review, and provide comments with respect to relevant materials utilized for, or developed in connection with, the matter for which the consultation right has been granted, and the right to consult on a regular basis with the parties charged with developing or implementing the matter which is the subject of the consultation right – which may include input in respect of matters that should reasonably be expected to take into consideration a Person's brand identity and customer experience standards; (xi) references to "$" or "dollars" refer to United States Government dollars; (xii) references to Articles, Sections, Exhibits, Schedules, attachments, subsections, paragraphs and clauses are to the Articles, Sections, Exhibits, Schedules, subsections, paragraphs and clauses of this Agreement; (xiii) the Exhibits, Schedules other attachments to this Agreement are incorporated herein by reference; (xiv) the titles and headings of Articles, Sections, Exhibits, Schedules, attachments, subsections, paragraphs and clauses are inserted as a matter of convenience and shall not affect the construction of this Agreement; (xv) no provision of this Agreement, nor any ambiguities that may be contained herein, shall be construed against either party hereto on the ground that such

party or its counsel drafted the provision at issue or that the provision at issue contains a covenant, representation or warranty of such party; (xvi) all obligations of either party to this Agreement shall be satisfied by such party at such party's sole cost and expense; and (xvii) all rights and powers granted to either party hereunder shall be deemed to be coupled with an interest and be irrevocable.

ARTICLE 2.
DEMISE; PREMISES

Section 2.01. *Demise; Premises.* (a) IAT hereby lets, demises and leases to Delta, and Delta hereby takes, hires and leases from IAT, such right, title and interest as may be leased by IAT to Delta pursuant to the terms of the Port/IAT Lease and the Port Authority Consent to Sublease in and to the following premises in "as is" condition and subject at all times to the rights, if any, that any Sublessee of IAT (other than Delta and its Sublessees) may have in respect of the Common Space (collectively, as the same may exist from time to time, the "**Delta Premises**"):

(i) Prior to Phase I DBO (the "**Pre-DBO Delta Premises**"):

(1) Concourse B Gates 20, 22, and 24, together with associated holdrooms, loading bridges, equipment, and ramp area, as shown on Exhibit A-1, pages 3, 10, 11 and 12, together with such additional Gates as may be made available prior to Phase I DBO in accordance with Section 2.03;

(2) Departures Level Check-in Counters – Row 5, as shown on Exhibit A-1, pages 4 and 8;

(3) Baggage Make-up Areas 5-1A/B and 5-2A/B, as shown on Exhibit A-1, page 1; *provided that*, the parties acknowledge that on occasion the baggage belt delivery system fails or other emergencies occur and baggage cannot be delivered to desired baggage make-up units and the parties agree to use best efforts to allow the other party use of their baggage make-up units, when available, should a baggage belt failure or other emergency occur;

(4) Ticket Counters 415.023; 415.025, 415.115 and 415.117, as shown on Exhibit A-1, page 4 and 9;

(5) Office, Storage and Maintenance Space, including Location Numbers 172.004, 172.006, 172.010, 272.054, 272.076, 272.030, and 114.106 as shown on Exhibit A-1, pages 1, 2, 5 and 6;

(6) Hardstand Positions 71A, 71B, 71D, 72, 73, 74A, 74B, 75, 76A, 76B, 77A and 77B as shown on Exhibit A-1, page 13; *provided that*, if one or more such Hardstand Positions shall be unavailable for reasons related to the Phase I IAT Project, IAT shall use reasonable efforts to provide comparable Hardstand Positions, both in number and location, to replace any such unavailable Hardstand Positions, and IAT's failure to provide such comparable Hardstand Positions shall not constitute a breach of this Agreement, however appropriate adjustment shall be made to the Pre-DBO Rent to account for such unavailable Hardstand Positions;

(7) All of the space in the Headhouse, including Location Number 112.021 in the West Arrivals Hall, shown as "Delta Space" on Exhibit A-1, pages 1 and 7;

(8) Three curbside check-in counters by door #3 on the Departures Level of Terminal 4 shown on Exhibit A-1, pages 4 and 9;

(9) Use rights with respect to a portion of the Control Tower Space leased to IAT pursuant to Section 78 of the Port/IAT Lease, including at least two (2) control positions and the right to use ancillary portions of the Control Tower commensurate with such control positions, together with all rights and benefits appurtenant thereto under Section 78 of the Port/IAT Lease shown on Exhibit A-1, page 4;

(10) The right of Delta and its ATA Airline Sublessees to use in common with IAT and its ATA Airline Sublessees as a shared FIS Facility, all of the space in the Headhouse shown as "Shared FIS" on Exhibit A-2, pages 2 and 3; and

(11) The right of Delta and its Sublessees to use in common with IAT and its Sublessees as public space and for its other intended purposes all of the space in Terminal 4 shown as "Common Space" on Exhibit A-2, pages 16 through 29 (inclusive).

(ii) Following Phase I DBO, the Delta Premises shall comprise the Pre-DBO Delta Premises (excluding the Hardstand Positions described in Section 2.01(a)(i)(6)) and, without duplication, the following:

(1) Up to 16 Gates (subject to Section 2.03) and related operations space on Concourse B of Terminal 4, composed of the Concourse B Gates comprising the Pre-DBO Delta Premises at the end of the Phase I IAT Project Construction Period and the Phase I Concourse B Expansion;

(2) Other portions of Terminal 4, to be occupied exclusively by Delta, including portions of the Phase I Headhouse Improvements to be occupied exclusively by Delta, in all cases commensurate with Delta's expanded presence in Terminal 4 and in accordance with the Phasing Strategy;

(3) A portion of the Control Tower Space leased to IAT pursuant to Section 78 of the Port/IAT Lease, including control positions and the right to use ancillary portions of the Control Tower commensurate with such control positions, together with all rights and benefits appurtenant thereto under Section 78 of the Port/IAT Lease as shown on Exhibit A-2, page 10;

(4) The portion of the Terminal 2-4 Connector constructed on the Terminal 4 Site;

(5) Not less than five (5) automotive parking spaces in the area shown as automotive parking area on Exhibit A-2, page 11, together with such additional spaces as IAT and Delta may agree from time to time; and

(6) Five (5) Hardstand Positions (subject to Section 2.03(c)) as shown as Delta hardstand positions on Exhibit A-2, page 11.

(b) The check-in counters and curbside check-in counters identified in Sections 2.01(a)(i)(2) and (8), such other check-in counters and curbside check-in counters as agreed to between IAT and Delta from time to time and the use rights with respect to a portion of the Control Tower Space identified in Sections 2.01(a)(i)(9) and 2.01(a)(ii)(3) shall be preferential use premises in which Delta shall have preferential, first priority use rights, and the Delta Gates and Delta's Hardstand Positions (if any) shall be preferential use premises to Delta in accordance with Article 13.

(c) The premises and space described in Sections 2.01(a)(i)(10) and (11), and Section 2.01(a)(ii)(4) (the "**Common Space**") shall be for the common use, enjoyment and benefit of Delta and IAT and their respective Sublessees: (i) in the case of the space described in Section 2.01(a)(i)(10), to be occupied and used by the United States Government as a shared FIS Facility; and (ii) in the case of the space described in Section 2.01(a)(i)(11), to be occupied and used as public space pursuant to this Agreement by Delta, IAT, their respective Sublessees, and their respective officers, employees, passengers, customers, patrons, contractors, suppliers and invitees.

(d) The premises and space described in Sections 2.01(a)(i)(1)-(7) and Sections 2.01(a)(ii)(1)-(2) (collectively, as the same may exist from time to time, the "**Delta Space**"), other than those areas identified in Section 2.01(b), shall be for Delta's exclusive use, enjoyment and benefit during the Term to be occupied and used pursuant to this Agreement by Delta, its ATA Airline Sublessees and their respective officers, employees, passengers, customers, patrons, contractors, suppliers and invitees (subject to the proviso set forth in Section 2.01(a)(i)(3), in which case any baggage make-up units made available by either party shall not be for Delta's exclusive use, enjoyment and benefit but shall be preferential use premises in which Delta shall have preferential, first priority use rights at all times during which such baggage make-up units are made available by the other party).

(e) The Delta Premises are let to Delta and Delta takes the same subject to all the following: (i) easements, restrictions, reservations, covenants and agreements, if any, to which the Delta Premises may be subject, and rights of the public in and to any public street; (ii) rights, if any, of any enterprise, public or private which is engaged in furnishing heating, cooling, lighting, power, telegraph, telephone, steam, or transportation services in and to the Airport and of the City and of the State of New York; and (iii) permits, licenses, regulations and restrictions, if any, of applicable Governmental Authorities and the Port Authority.

Section 2.02. *Use Rights.* Delta and Delta's Sublessees shall be entitled to the benefits of access, ingress and egress and other use rights granted to IAT under the Port/IAT Lease, subject at all times to the terms of the Port/IAT Lease and IAT's ability to grant such rights to Delta and Delta's Sublessees, including (i) to the walkways, roadways and Light Rail System located on the Airport and the entrances and exits now or hereafter located in, on and adjacent to the Headhouse, (ii) between the Delta Premises and the Public Aircraft Facilities located on the Airport by means of Taxiways existing from time to time located on the Airport, and the right of passage over said Taxiways, (iii) to use any of IAT's taxiway easements appurtenant to the Airport, (iv) the right of access to the Distribution Portion of the Underground Fuel System (as defined in the Port/IAT Lease) located on the Airport and connections thereto appurtenant to the Delta Gates from time to time, to use the same to distribute fuel for Delta and its ATA Airline Sublessees, all in accordance with the applicable provisions of the Port/IAT Lease and the Port Authority Rules and Regulations, (vi) the right of access to all utility facilities located on the Airport necessary and appropriate to serve the Delta Premises and to obtain utilities necessary for the use and operation of the Delta Premises in accordance with this Agreement, and, acting through its employees, contractors, suppliers and invitees, to use the same from time to time all in accordance with the applicable provisions of the Port/IAT Lease, the Port Authority Rules and Regulations, this Agreement and the Terminal 4 Rules and Regulations, and (vii) all of IAT's other easements, rights and benefits in and to Terminal 4 as are necessary for the use and operation of the Delta Premises as provided in this Agreement and all of IAT's other easements, rights and benefits now or hereafter appurtenant to the Delta Premises pursuant to the Port/IAT Lease or otherwise; *provided that*, Delta's rights under this Section 2.02 shall be subject at all times to the requirements of the Port/IAT Lease, the Terminal 4 Rules and Regulations and the Terminal 4 Security Plan.

Section 2.03. *Additional Phase I Gates; Hardstand Positions.* (a) In accordance with the Phasing Strategy and the applicable provisions of this Agreement and the Port/IAT Lease, and subject to all applicable ATA Airline Subleases between IAT and Contract Carriers, IAT will at all times use commercially reasonable efforts to make available to Delta, in addition to the Delta Gates identified in Section 2.01(a)(i)(1) and the Delta Gates comprising the Phase I Concourse B Expansion, four additional Gates on Concourse B (the "**Additional Phase I Gates**"). Any such Additional Phase I Gates shall be delivered vacant in "as is" condition, subject to reasonable wear and tear but in compliance with IAT's maintenance and operations obligations under the Port/IAT Lease with respect thereto. Delta shall be obligated to add the Additional Phase I Gates and related facilities to the Delta Premises as IAT makes such Gates and facilities available to Delta. The economic terms for Delta's occupancy of such Additional Phase I Gates prior to Phase I DBO shall be as provided in Section 7.01(a). Notwithstanding anything contained in the foregoing to the contrary, if despite commercially reasonable efforts IAT is not able to deliver the Additional Phase I Gates as provided for in the Phasing Strategy and in accordance with this Agreement and the Port/IAT Lease and subject to all applicable ATA Airline Subleases between IAT and Contract Carriers, (i) such failure shall not constitute an IAT Event of Default, and (ii) IAT shall continue to use commercially reasonable efforts to cause the Additional Phase I Gates to be made available to Delta as Delta Gates as soon as is reasonably practicable. If three (3) of the Additional Phase I Gates referenced above have been made available to Delta as Delta Gates, and fewer than three other Contract Carrier flights per day utilize the fourth Additional Phase I Gate, such fourth Additional Phase I Gate shall be included as part of the Delta Premises as a Delta Gate subject to the following provisions: (i) Delta will

accommodate the flights of the remaining Contract Carrier(s) pending relocation of such Contract Carrier(s) to alternate terminal locations, and (ii) Section 13.01(b)(iv) (regarding the Terminal 4 Gate Use Fee), Section 13.01(b)(v) (regarding delivery of required license agreements), and Section 13.01(b)(vi) (regarding Handling Services) shall be applicable to the use of such Delta Gate by such Contract Carrier(s). IAT shall finalize the Phasing Strategy prior to Phase I DBO and shall keep Delta apprised of the status of (including the development, modification and implementation of) the Phasing Strategy from time to time, including at such times as reasonably requested by Delta. The foregoing provisions of this Section 2.03(a) shall constitute "an express provision to the contrary" as such phrase is used in Section 223-a of the Real Property Law of the State of New York and shall constitute a waiver of Delta's rights pursuant to such Section 223-a and any other law of like import now or hereafter in force.

(b) The parties acknowledge and agree that as Gates are added to the Delta Premises as Additional Phase I Gates, additional space in the Headhouse and in Concourse B, including check-in counters, baggage make-up areas, ticket counters, office, storage and maintenance space, and curbside check-in counters, may be desirable to support Delta's larger presence in Terminal 4 by virtue of the increased number of Delta Gates. The parties will enter into such amendments with respect to Exhibit A-1 as are required to identify such additional Delta Gates and supporting Delta Premises from time-to-time as such premises are identified and agreed to by IAT and Delta, and the Delta Rent shall be increased by recalculating the same pursuant to the methodologies for such calculations set forth in Article 7.

(c) As of the Effective Date, Delta and IAT assume (and Exhibit A-1 as it relates to the addition of the Delta Hardstand Positions described in Section 2.01(a)(ii)(6) has been prepared based on such assumption) that all ground support equipment reasonably required to support the operations of the applicable Contract Carriers at the applicable Gates and Hardstand Positions at Terminal 4 and the operation of the Delta Premises can be accommodated on the Terminal 4 Site in space that does not interfere with such operations or parking at Hardstand Positions. If additional space is reasonably required on the Terminal 4 Site for ground support equipment parking and staging that reduces the number of Hardstand Positions at the Terminal 4 Site available for aircraft parking, the number of Delta Hardstand Positions shall be reduced as is reasonably required (after IAT makes commercially reasonable efforts, at no material cost or expense of IAT, to locate such ground support equipment in alternate locations at the Terminal 4 Site) to accommodate the ground support equipment reasonably required to support the operation of all Contract Carriers and Delta at the Terminal 4 Site, and such Delta Hardstand Positions shall revert to IAT.

Section 2.04. *Nonresidential Real Property; Non-Severable.* IAT and Delta acknowledge and agree that the Delta Premises constitutes nonresidential real property and that this Agreement is a lease of nonresidential real property. Subject to Section 36.07 hereof, IAT and Delta further acknowledge and agree that it is their express intent that this Agreement is, and shall be treated as, a single, non-divisible, integrated contract and transaction for all purposes. Any interdependent provisions stated herein shall not be considered as a series of separate agreements but as a single integrated lease agreement. This provision shall survive termination of this Agreement.

Section 2.05. *Noninterference.* (a) IAT agrees that it will use, and will cause its Sublessees (other than Delta) to use, commercially reasonable efforts not to unreasonably hinder, impede or interfere with Delta's and its Sublessees' (other than Delta) rights, benefits, obligations and responsibilities under this Agreement, or Delta's and its Sublessees' (other than Delta) rights, benefits in, and access to the Common Space and the Delta Space.

(b) Delta agrees that it will use, and will cause its Sublessees to use, commercially reasonable efforts not to unreasonably hinder, impede, or interfere with IAT's and its Sublessees' rights, benefits, obligations and responsibilities under this Agreement, or the Port/IAT Lease or IAT's and its Sublessees' rights, benefits in and access to the Common Space and the IAT Space.

ARTICLE 3.
TERM

Section 3.01. *Effective Date Of This Agreement; Duration Of Agreement Term.* This Agreement shall become effective on the Effective Date, and the leasehold estate created in this Agreement shall then begin, *provided that*, Delta's right to possession of the Delta Premises as the same may exist from time to time shall commence as described in Article 2 (in accordance with the Phasing Strategy). This Agreement shall continue in full force and effect, unless terminated prior thereto as hereinafter provided, for an initial term expiring one day prior to the earlier of (x) the thirtieth (30th) anniversary of Phase I DBO, and (y) December 31, 2043 (the "**Expiration Date**").

ARTICLE 4.
REPRESENTATION AND WARRANTIES

Section 4.01. *Representations And Warranties Of IAT.* IAT represents and warrants to Delta that each statement contained in this Section 4.01 is true, correct and complete as of the Effective Date.

(a) *Port/IAT Lease.* The Port/IAT Lease is in full force and effect and has not been amended, supplemented or otherwise modified, except as listed in Schedule 4-1. IAT has delivered to Delta complete and correct copies of the Port/IAT Lease and all amendments, supplements and modifications thereof as listed in said Schedule 4-1. As of the date hereof, (i) except as may have been waived or modified by the Port Authority and other relevant parties from time to time in writing, IAT has paid and performed in all material respects its obligations under the Port/IAT Lease and complied in all material respects with the provisions of the Port/IAT Lease binding upon IAT; (ii) to the Actual Knowledge of IAT, no PA Default, PA Event of Default or PA Lease Trigger Event exists; (iii) to the Actual Knowledge of IAT, no material default on the part of the Port Authority exists under the Port/IAT Lease; and (iv) IAT has not received any PA Notice of Default under the Port/IAT Lease that has not been cured, waived or otherwise withdrawn, and IAT has not given to the Port Authority any notice of a material default by the Port Authority under the Port/IAT Lease that has not been cured, waived otherwise withdrawn.

(b) *Series 6 Bond Documents.* The Series 6 Bond Documents are in full force and effect and have not been amended, supplemented or otherwise modified as of the date hereof, except as listed in Schedule 4-2. IAT has delivered to Delta complete and correct copies of the Series 6 Bond Documents and all amendments, supplements and modifications as listed in said Schedule 4-2. As of the date hereof, (i) except as may have been waived or modified by the Port Authority and other relevant parties from time to time in writing, IAT has paid and performed in all material respects its obligations under the Series 6 Bond Documents and complied in all material respects with the provisions of the Series 6 Bond Documents binding upon IAT; (ii) to the Actual Knowledge of IAT, no default, event of default or trigger event exists under any of the Series 6 Bond Documents; (iii) to the Actual Knowledge of IAT, no material default on the part of any other party exists under any of the Series 6 Bond Documents; and (iv) IAT has not received any notice of material default or event of default under the Series 6 Bond Documents that has not been cured, waived or withdrawn.

(c) *Organization.* IAT is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of New York. IAT is duly authorized to conduct business under the Laws of each jurisdiction where such qualification is required, including the State of New York.

(d) *Power.* IAT has all requisite limited liability company power and authority to enter into, execute and deliver this Agreement and the other Transaction Documents executed and delivered by IAT and to perform its obligations hereunder and thereunder.

(e) *Authority and Binding Obligation.* This Agreement and the other Transaction Documents executed and delivered by IAT are within IAT's limited liability company powers

and have been duly and validly authorized by all necessary limited liability company action. The execution, delivery, consummation and performance of this Agreement and the other Transaction Documents executed and delivered by IAT have been duly and validly authorized by all necessary limited liability company and member action on the part of IAT and its members. Each of this Agreement and the other Transaction Documents executed and delivered by IAT has been duly executed and delivered by IAT and constitutes a valid and legally binding obligation of IAT, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally, and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(f) *Officer Authority.* Each Person executing, on behalf of IAT, this Agreement and the Transaction Documents executed and delivered by IAT has the requisite authority to execute and deliver, and has duly executed and delivered, the same.

(g) *No Consents; No Violation.* The execution, delivery, consummation and performance by IAT of this Agreement and the other Transaction Documents executed and delivered by IAT do not, to IAT's Actual Knowledge, (i) require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority or the Port Authority, except such as have been obtained or made and are in full force and effect, (ii) violate the organizational documents of IAT, any applicable Law or any order of any Governmental Authority or the Port Authority applicable to IAT or any rule, regulation or order of the Port Authority applicable to IAT, (iii) violate or result in a default under any indenture, agreement or other instrument binding upon IAT (including the Port/IAT Lease, the Bond Documents and the other Transaction Documents), or give rise to a right thereunder of any Person (including the Port Authority) to terminate any right or accelerate the payment or performance of any obligation of IAT thereunder, and (iv) result in the creation or imposition of any lien on any asset of IAT, except the liens created by the Bond Documents.

(h) *Compliance with Laws and Agreements.* IAT is in compliance in all material respects with all Laws and all orders of any Governmental Authority or the Port Authority applicable to IAT, all rules, regulations and orders of the Port Authority applicable to IAT and all indentures, agreements and other instruments binding upon IAT, in each case, to the extent the noncompliance with which would have a material adverse effect on (i) IAT's ability to perform or comply with, or its performance of or compliance with, its obligations under this Agreement and all other Transaction Documents to which it is a party or by which it is otherwise bound, or (ii) any of the transactions contemplated by this Agreement and the Transaction Documents.

Section 4.02. *Representations And Warranties Of Delta.* Delta represents and warrants to IAT that each statement contained in this Section 4.02 is true, correct and complete as of the Effective Date.

(a) *Organization.* Delta is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware. Delta is duly authorized to conduct business and is in good standing under the Laws of the State of New York.

(b) *Power.* Delta has all requisite corporate power and authority to enter into, execute and deliver this Agreement and the other Transaction Documents executed and delivered by Delta and to perform its obligations hereunder and thereunder.

(c) *Authority and Binding Obligation.* This Agreement and the other Transaction Documents executed and delivered by Delta are within Delta's corporate powers and have been duly authorized by all necessary corporate action. The execution, delivery, consummation and performance of this Agreement and the other Transaction Documents executed and delivered by Delta have been duly and validly authorized by all necessary corporate action on the part of Delta. Each of this Agreement and the other Transaction Documents executed and delivered by Delta has been duly executed and delivered by Delta and constitutes a valid and legally binding obligation of Delta, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally, and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(d) *Officer Authority.* Each Person executing, on behalf of Delta, this Agreement and the other Transaction Documents executed and delivered by Delta has the requisite authority to execute and deliver, and has duly executed and delivered, the same.

(e) *No Consents; No Violation.* The execution, delivery, consummation and performance by Delta of this Agreement and the other Transaction Documents executed and delivered by Delta do not, to Delta's Actual Knowledge, (i) require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority or the Port Authority, except such as have been obtained or made and are in full force and effect, (ii) violate the organizational documents of Delta, any applicable Law or any order of any Governmental Authority or the Port Authority applicable to Delta or its assets, (iii) violate or result in a default under any indenture, agreement or other instrument binding upon Delta or its assets (including the other Transaction Documents), or give rise to a right thereunder of any Person to terminate any right or accelerate the payment or performance of any obligation of Delta thereunder, and (iv) result in the creation or imposition of any lien on any asset of Delta.

(f) *Compliance with Laws and Agreements.* Delta is in compliance in all material respects with all Laws and orders of any Governmental Authority or the Port Authority applicable to Delta or its assets and all indentures, agreements and other instruments binding upon Delta or its assets, in each case, to the extent the noncompliance with which would have a material adverse effect on (i) Delta's ability to perform or comply with, or its performance of or compliance with, its obligations under this Agreement and all Transaction Documents to which it is a party or by which it is otherwise bound, or (ii) any of the transactions contemplated by this Agreement and the Transaction Documents.

ARTICLE 5.
PORT /IAT LEASE; BASIC LEASE; TRANSACTION DOCUMENTS

Section 5.01. *Port/IAT Lease and Basic Lease.* (a) Without limiting IAT's obligations expressly stated herein, IAT shall comply with all of the material terms, covenants, agreements, conditions and other provisions binding upon IAT under the Port/IAT Lease, subject at all times to any waivers or modifications thereof that may be granted by the Port Authority or other relevant parties from time to time that are not inconsistent with the provisions of Section 5.01(b), if the noncompliance by IAT would result in a Material Adverse Effect, other than if such noncompliance is due to Delta's or its Affiliates' or Sublessees' actions or omissions.

(b) Without Delta's prior written consent in each case, IAT shall not do any of the following (i) exercise any right to terminate the Port/IAT Lease, (ii) if the same would result in a Material Adverse Effect, enter into any material amendment, supplement, waiver or other modification to the Port/IAT Lease, or (iii) assign or transfer the Port/IAT Lease or the leasehold interest thereunder (except for collateral assignments and related transfers pursuant to the Terminal 4 Project Bond Documents), or release any material portion of the premises subject to such Port/IAT Lease (except for Subleases that could not reasonably be expected to interfere with Phase I, Phase II or Phase III); *provided that*, during an Event of Default, Delta's consent shall not be required to an amendment, supplement, waiver or other modification to the Port/IAT Lease unless (1) such amendment, supplement, waiver or other modification affects the calculation of the Series 8 First Additional Land Rent) in a manner that results in an increase in Post-DBO Rent (for any relevant Annual Period) as a result of such change to the calculation of the Series 8 First Additional Land Rent, or (2) the primary purpose of such amendment, supplement, waiver or other modification is not related to a legitimate business purpose, but rather to disadvantage Delta during an Event of Default; *provided, further, that*, if IAT determines (after reasonable consultation with Delta) that any insurance required pursuant to the terms of the Port/IAT Lease is not available on commercially reasonable terms and for a commercially reasonably cost, reasonable modifications or waivers to the Port/IAT Lease requirements with respect to such coverages shall not require Delta's prior written consent. IAT shall deliver to Delta copies of initial drafts of any and all proposed amendments, supplements, terminations, waivers and other modifications with respect to the Port/IAT Lease as promptly as practicable but in no event later than ten (10) Business Days after IAT furnishes or receives any such proposed amendment, supplement, termination, waiver or other modification (but in all instances at least ten (10) Business Days prior to execution thereof or, in the case of any such proposed amendment, supplement, termination, waiver or other modification that is to be executed by IAT less than ten (10) Business Days after IAT has furnished or received an initial draft thereof, simultaneously with IAT's furnishing or promptly upon IAT's receipt of such initial draft). Delta shall have consultation rights in respect to any proposed amendments, supplements, terminations, waivers and other modifications with respect to the Port/IAT Lease that could reasonably be expected to have a material adverse effect on Delta's rights and/or obligations under this Agreement.

(c) This Agreement is and shall be subject and subordinate to all of the terms, covenants, conditions and provisions of the Port/IAT Lease and the Basic Lease and the rights of the Port Authority and the City thereunder.

LEASE NO. AYC-685

FIFTH SUPPLEMENTAL AGREEMENT

To

LEASE NO. AYC-685

Between

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

And

JFK INTERNATIONAL AIR TERMINAL LLC

Dated as of December 9, 2010

JFK INTERNATIONAL AIR TERMINAL LLC
LEASE NO. AYC-685

FIFTH SUPPLEMENTAL AGREEMENT

TABLE OF CONTENTS

1. Amendment to Section 1 of the Lease..... 4
2. Amendment to Section 3 of the Lease..... 10
3. Anchor Tenant Agreement..... 10
4. Amendment and Restatement of Section 8 of the Lease. 18
5. Amendment to Section 11 of the Lease..... 37
6. Amendment and Restatement of Section 12 of the Lease 38
7. Construction of the 2010 Expansion Project..... 38
8. Amendment and Restatement of Section 21 of the Lease 73
9. Amendment to Section 22 of the Lease..... 74
10. Amendment to Section 25 of the Lease..... 75
11. Amendment and Restatement of Section 31 of the Lease 77
12. Amendment to Section 34 of the Lease..... 91
13. Amendment to Section 38 of the Lease..... 95
14. Amendment to Section 40 of the Lease..... 95
15. Amendment to Section 43 of the Lease..... 96
16. Amendment to Section 44 of the Lease..... 97
17. Amendment to Section 60 of the Lease..... 98
18. Amendment and Restatement of Section 76 of the Lease 99
19. Certain Easements..... 103
20. Appointment as Terminal 3 Hardstand Manager..... 104
21. Deletion of Sec. 9.2 of Supp. Agreement No. 1..... 106
22. TSA EDS Project..... 106

23. Effect of Amendments..... 106
24. No Broker..... 106
25. No Personal Liability..... 107
26. Miscellaneous..... 107

ATTACHMENTS

Exhibit 1.1A	Elements of 2010 Expansion DBO
Exhibit 5A.1	Anchor Tenant Agreement
Exhibit 18A.1	2010 Expansion Project - Overview
Exhibit 18A.2	2010 Basis of Design
Exhibit 31.1A	Organization Chart
Exhibit E	Affirmative Action - Equal Opportunity - Minority Business Enterprises - Women-owned Business Enterprises Requirements
Exhibit S5-19.1	Terminal 2 Connector Easement
Exhibit S5-19.2	Taxilane Easement (East)
Exhibit S5-19.3	Taxilane Easement (West) and Aircraft Parking Easement

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

Port Authority Lease No.
AYC-685
Supplement No. 5
John F. Kennedy
International Airport

FIFTH SUPPLEMENTAL AGREEMENT

THIS AGREEMENT (this "**Fifth Supplemental Agreement**"), is made as of December 9, 2010 (the "**Effective Date**") by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (the "**Port Authority**") and JFK INTERNATIONAL AIR TERMINAL LLC, a limited liability company organized under the laws of the State of New York (the "**Lessee**"),

RECITALS

1. The Port Authority and the Lessee as of May 13, 1997 entered into an agreement of lease bearing Port Authority agreement number AYC-685 covering certain premises at John F. Kennedy International Airport (the "**Original Lease**").

2. The Original Lease has been supplemented and amended by a First Supplemental Agreement dated as of August 10, 2001 ("**Supplement 1**"), a Second Supplemental Agreement dated as of December 20, 2002 ("**Supplement 2**"), a Supplemental Lease Agreement No. 3 dated as of January 1, 2004 ("**Supplement 3**") and a Supplemental Lease Agreement No. 4 dated as of December 1, 2004 ("**Supplement 4**"; the Original Lease, as so supplemented and amended, the "**Lease**").

3. Until April 2, 2010 (the "**Buyout Date**"), SCHIPHOL USA LLC, a Delaware limited liability company ("**SUSA**"), LCOR JFK Airport, L.L.C., a New York limited liability company ("**LCOR**"), and Lehman JFK LLC, a

Delaware limited liability company ("**Lehman**") were the three members of the Lessee.

4. On the Buyout Date, SUSA, pursuant to that certain Buy-Out Agreement dated as of the Buyout Date among the Lessee, SUSA, Delta Air Lines, Inc., a Delaware corporation ("**Delta**"), LCOR and Lehman, acquired the membership interests in the Lessee of LCOR and Lehman (the "**IAT Interests**"), and SUSA thereby became the sole member of the Lessee.

5. Prior to the Buyout Date, Schiphol USA Inc., a New York corporation ("**SUSA Inc.**") was the sole member of SUSA; simultaneously with SUSA's acquisition of the IAT Interests pursuant to the Buy-Out Agreement, Delta acquired a Class B membership interest in SUSA (such acquisition, the "**Delta Transfer**"), and Delta, SUSA and SUSA Inc. have entered into an Amended and Restated Limited Liability Company Agreement of SUSA (the "**SUSA LLC Agreement**") affording to Delta certain consultation and consent rights with respect to matters involving SUSA and, indirectly, the Lessee, as well as certain economic entitlements.

6. As required under Section 31(e)(i) of the Lease, the Port Authority, pursuant to a "Consent to Transfer" dated as of the Buyout Date, has consented to the Delta Transfer.

7. SUSA has subsequently changed its name to "JFK IAT Member LLC".

8. The Lessee intends to undertake a project, defined below as the "2010 Expansion Project", to expand, renovate and modify the terminal building on the Premises, known as "Terminal 4" (the "**Terminal**" or "**Terminal 4**"), by constructing, *inter alia*, new international aircraft gates, hold rooms, and retail facilities, all as more specifically set forth below.

9. The construction of the 2010 Expansion Project will be financed with the proceeds of the Series 8 Bonds (as defined below).

10. In connection with the 2010 Expansion Project, it is contemplated that certain construction will be performed pursuant to Port Authority Lease No. AYC-325 ("**Lease AYC-325**"), including (x) the construction of an enclosed passenger walkway connecting the terminal building known as "Terminal 2" to the Premises, and

(y) on the portion of the Lease AYC-325 premises adjacent to the Premises (such portion of such premises, the "**Terminal 3 Parcel**"), the demolition of the terminal building thereon and the construction in its place of a paved lot containing a number of aircraft parking positions, and that the Terminal 3 Parcel will be surrendered to the Port Authority upon completion of the construction of such paved lot.

11. Simultaneously herewith, the Port Authority and Delta are entering into a certain space permit (the "**Hardstand Permit**") relating to the use of the aircraft parking positions to be constructed on the Terminal 3 Parcel, such permit to become effective upon the completion of construction, as more particularly provided in the Hardstand Permit, and the Hardstand Permit contemplates that initially the Lessee will be the "**Terminal 3 Hardstand Manager**", responsible for managing the scheduling and payment processing relating to the use of the aircraft parking positions on the Terminal 3 Parcel.

12. Simultaneously herewith, the Lessee and Delta are entering into an Airline Sublease dated as of the date hereof and denominated the "Anchor Tenant Agreement" (defined more specifically below as the "ATA"), subletting to Delta a substantial portion of the Premises, including the improvements to be constructed pursuant to the 2010 Expansion Project.

13. The Anchor Tenant Agreement is not an "Exempt Sublease", as defined in Section 5(b)(iv) of the Lease, and the Lessee is therefore required to obtain the Port Authority's consent thereto.

14. The Port Authority and the Lessee desire, accordingly, to supplement, amend and extend the Lease as provided herein.

TERMS OF AGREEMENT

For and in consideration of the covenants and mutual agreements herein contained, and other valuable consideration the receipt and sufficiency of which are mutually acknowledged, and intending to be legally bound, the Port Authority and the Lessee hereby agree as follows:

1. **Amendment to Section 1 of the Lease**

Section 1 of the Lease, entitled "*Definitions*", is hereby amended as set forth below. Unless the context indicates some other meaning or may otherwise require, capitalized terms used in this Fifth Supplemental Agreement without definition shall have the meanings ascribed thereto in the Lease.

(a) *New Definitions.*

The following new definitions are added:

"**18A Default Waiting Period**" shall have the meaning set forth in Section 25(i).

"**18A Default Waiting Period Extension Notice**" shall have the meaning set forth in Section 25(i).

"**18A Notice**" shall have the meaning set forth in Section 25(i).

"**2010 Basis of Design**" shall have the meaning set forth in Section 18A.

"**2010 Expansion Project**" shall have the meaning set forth in Section 18A.

"**2010 Expansion DBO**" shall mean the date of the issuance by the Port Authority of the certificates provided in Section 18A(n)(1), covering all of the elements designated in Exhibit 1.1A as required for 2010 Expansion DBO.

"**Adjusted Terminal Management Fee**" shall have the meaning provided in the ATA.

"**AirTrain**" shall mean the LRS contemplated in Section 58.

"**ATA**" shall mean the Airline Sublease, denominated the "Anchor Tenant Agreement", entered into by and between the Lessee and Delta as of the date of the Fifth Supplemental Agreement to this Agreement, a copy of which is attached hereto as Exhibit 5A.1, as amended from time to time with the consent of the Port Authority, except where, pursuant to Section 5A(a)(9) of this Agreement, such consent is not required.

"**ATA Defined Terms**" shall have the meaning set

forth in Section 5A(c).

"**ATA Premises**" shall have the meaning set forth in Section 5A(a).

"**Bond**" shall have the meaning set forth in Section 18A(l).

"**Buyout Date**" shall have the meaning set forth in Recital 3 of the Fifth Supplemental Agreement to this Agreement.

"**Completion Deadline**" shall have the meaning set forth in Section 18A(j).

"**Construction Administrator**" shall have the meaning set forth in Section 18A(f).

"**Construction Contract**" shall have the meaning set forth in Section 18A(h).

"**Date of Taking**" shall have the meaning set forth in Section 34(a).

"**Delta**" shall have the meaning set forth in Recital 4 of the Fifth Supplemental Agreement to this Agreement.

"**Delta 18A Default**" shall have the meaning set forth in Section 25(i).

"**Delta Merger Successor**" shall have the meaning set forth in Section 31(c).

"**Delta Owners**" shall have the meaning set forth in Section 60(a).

"**Delta Pledge**" shall have the meaning set forth in Section 31(b).

"**Delta Upstream Holding Company**" shall have the meaning set forth in Section 31(c).

"**Environmental Management Plan**" shall have the meaning set forth in Section 18A(k).

"**Foreign Scheduled Aircraft Operator**" shall have the meaning set forth in Section 76(d).

"**Hardstand Permit**" shall have the meaning set forth in Recital 11 of the Fifth Supplemental Agreement to this Agreement.

"**IAT Member**" shall have the meaning set forth in Section 31(a).

"**JFK SPEDES Permit**" shall have the meaning set forth in Section 18A(k).

"**Lessee Environmental Consultant**" shall have the meaning set forth in Section 18A(k).

"**Lessee Environmental Representative**" shall have the meaning set forth in Section 18A(k).

"**Low Debt Ratio**" shall have the meaning set forth in Section 76(c).

"**NFA**" shall have the meaning set forth in Section 18A(k).

"**PA-operated FIS Terminal**" shall have the meaning set forth in Section 76(c).

"**Re-lifing Condition Survey**" shall have the meaning set forth in Section 40(h).

"**Re-lifing Project**" shall have the meaning set forth in Section 40(h).

"**Restrictive Covenant**" shall have the meaning set forth in Section 31(b).

"**Schiphol International**" shall have the meaning set forth in Section 76(b).

"**Series 6 Bonds**" shall mean Series 6 of the Passenger Terminal Bonds.

"**Series 6 Debt Service**" shall mean the amount payable with respect to the Series 6 Bonds, including any amounts required to be paid or set aside for any amortization, payment at maturity, redemption (including redemption premium, if any) or retirement of the Series 6 Bonds.

"**Series 6 Facility Rental**" shall have the meaning set forth in Section 8(I)(b).

"**Series 6 First Additional Land Rental**" shall have the meaning set forth in Section 8(I)(d).

"**Series 6 Resolution**" shall mean the resolution of the Port Authority adopted October 17, 1996, entitled "*Special Project Bonds, Series 6 and 7, JFK International Air Terminal LLC Project - Authorization of Sale*" including any amendments, modifications or supplements thereto.

"**Series 8 and 9 Resolution**" shall mean the

resolution of the Port Authority adopted August 5, 2010, entitled "*Special Project Bonds, Series 8 and 9, JFK International Air Terminal LLC Project - Establishment and Authorization of Issuance*", including any amendments, modifications or supplements thereto.

"**Series 8 Bonds**" shall mean Series 8 of the Passenger Terminal Bonds.

"**Series 8 Debt Service**" shall mean the amount payable with respect to the Series 8 Bonds, including any amounts required to be paid or set aside for any amortization, payment at maturity, redemption (including redemption premium, if any) or retirement of the Series 8 Bonds.

"**Series 8 Facility Rental**" shall have the meaning set forth in Section 8(I)(b).

"**Series 8 FALR Commencement Date**" shall have the meaning set forth in Section 8(I)(d).

"**Series 8 First Additional Land Rental**" shall have the meaning set forth in Section 8(I)(d).

"**Spill**" shall have the meaning set forth in Section 18A(k).

"**T-4 Lease Defined Term**" shall have the meaning set forth in Section 5A(b).

"**Terminal**" and "**Terminal 4**" shall have the meaning set forth in Recital 8 of the Fifth Supplemental Agreement to this Agreement.

"**Terminal 3 Parcel**" shall have the meaning set forth in Recital 10 of the Fifth Supplemental Agreement to this Agreement.

"**Terminal 3 Hardstand Manager**" shall have the meaning set forth in Recital 11 of the Fifth Supplemental Agreement to this Agreement.

(b) *Amended Definitions.*

The following definitions are amended and restated as follows:

"**Change Order**" shall have the meaning set forth in Section 18(d) or Section 18A(j), as applicable.

"**Completion Date**" shall have the meaning set forth in Section 18(j) or Section 18A(n), as applicable.

"**Comprehensive Plan**" shall have the meaning set forth in Section 18 or Section 18A(b), as applicable.

"**Construction Application**" shall have the meaning set forth in Section 18(d) or Section 18A(i), as applicable.

"**Construction Work**" shall have the meaning set forth in Section 18(c) or Section 18A(f), as applicable.

"**Contract Documents**" shall have the meaning set forth in Section 18(d) or Section 18A(j), as applicable.

"**First Additional Land Rental**" shall mean the Series 6 First Additional Land Rental and the Series 8 First Additional Land Rental.

"**General Contractor**" shall have the meaning set forth in Section 18(d) or Section 18A(h), as applicable.

"**Matter**" shall have the meaning set forth in Section 18(d) or Section 18A(j), as applicable.

"**Packages**" shall have the meaning set forth in Section 18(g) or Section 18A(c), as applicable.

"**Passenger Terminal Bonds**" shall mean the Series 6 Bonds, the Series 8 Bonds and other series of bonds issued as contemplated by Section 2(b) or 2(c) of the Series 6 Resolution and Section 2(b) or 2(c) of the Series 8 and 9 Resolution.

"**Project Engineer**" shall have the meaning set forth in Section 18(d) or Section 18A(e), as applicable.

"**Relocation Work**" shall have the meaning set forth in Section 18(j) or Section 18A(j), as applicable.

"**Special Project Bond Series Resolution**" shall mean the resolution adopted by the Authority establishing and authorizing a particular series of Special Project Bonds.

"**Special Project Bonds**" shall mean bonds of the

issue established by the Special Project Bond Resolution and which relate to the Project, of which the Series 6 Bonds and the Series 8 Bonds are each a series.

"**Taking**" shall have the meaning set forth in Section 34(a).

"**Trust Administration Agreement**" shall mean the Trust Administration Agreement dated May 13, 1997 by and between the Trustee and the Lessee, as supplemented and amended with the consent of the Port Authority by the First Supplemental Trust Administration Agreement to the Trust Administration Agreement dated as of August 10, 2001; the Second Supplemental Trust Administration Agreement to the Trust Administration Agreement dated as of December 20, 2002; the Third Supplemental Trust Administration Agreement to the Trust Administration Agreement, dated as of January 1, 2004; the Fourth Supplemental Trust Administration Agreement to the Trust Administration Agreement, dated as of December 1, 2004; the Fifth Supplemental Trust Administration Agreement to the Trust Administration Agreement, dated as of December 1, 2007; and the Sixth Supplemental Trust Administration Agreement to the Trust Administration Agreement, dated as of the date of the Fifth Supplemental Agreement to this Agreement."

(c) *Deleted Definitions*.

The following definitions shall be deleted in their entirety:

"Additional Term";

"Additional Term Building Rental";

"Base Term Expiration Date";

"Basic Lease Extension";

"Basic Lease Extension Adjustment";

"Extension Date";

"Immediate Family Member";

"LB JFK";

"LB MM";

"LB Non-MM";

"LCOR";

"LCOR JFK";

"Lease Extension Supplement";

"Lehman Group";

"LIC";

"SMS"; and

"SUSA".

2. Amendment to Section 3 of the Lease

Section 3 of the Lease, entitled "*Term*", is hereby amended as follows:

(a) *Amendment and Restatement of Paragraph (b).*

Paragraph (b), as previously amended by Supplement 4, shall be amended and restated as follows:

"(b) Unless sooner terminated, the Term shall expire on the earlier of (x) the thirtieth (30th) anniversary of the 2010 Expansion DBO and (y) December 31, 2043."

(b) *Deletion of Paragraph (d).*

Paragraph (d) is deleted in its entirety.

(c) *Amendment and Restatement of Paragraph (e).*

Paragraph (e) is amended and restated as follows:

> "(e) This Agreement shall at all times be subject and subordinate to any Basic Lease (as the same may be amended, supplemented or extended) and to any and all terms and provisions thereof which affect or may affect the terms and provisions of this Agreement, as this Agreement may be amended, supplemented or extended."

(d) *Deletion of Paragraph (f).*

Paragraph (f) is deleted in its entirety.

3. Anchor Tenant Agreement

The Lease is hereby amended and supplemented by

the addition, following Section 5, entitled "*Assignment and Sublease*", of a new Section 5A, as follows:

"Section 5A. Anchor Tenant Agreement.

(a) *Port Authority Consent.*

(1) Subject to the provisions of this Section, the Port Authority hereby consents to the ATA as an Airline Sublease and Delta as an Airline Sublessee.

(2) The ATA shall be subordinate to this Agreement, and unless otherwise provided pursuant to any non-disturbance agreement entered into between the Port Authority and Delta, the ATA shall terminate, without notice to Delta, on the day preceding the date of expiration or earlier termination of this Agreement or on such earlier date as the Lessee and Delta may agree upon. Delta shall quit the premises subleased pursuant to the ATA (the "**ATA Premises**") and remove its property and property for which it is responsible therefrom on or before the termination of the ATA.

(3) If (x) an Event of Default with respect to the Lessee's monetary obligations under this Agreement has occurred and is continuing, (y) there are no longer any Passenger Terminal Bonds outstanding and (z) either (p) the Lessee is not pursuing dispute resolution procedures under Section 25 of this Agreement or (q) the Lessee has not submitted a claim to a tribunal with jurisdiction over the matter, Delta shall on demand of the Port Authority and receipt of notice from the Port Authority of the amounts due to the Port Authority from the Lessee, pay directly to the Port Authority the rent due to the Lessee under the ATA up to the amount of such default. No such payment shall relieve the Lessee from any obligations under this Agreement or under the ATA, but all such payments shall be credited against the monetary obligations of the Lessee and Delta.

(4) In the event of any inconsistency between the provisions of this Agreement and those of the ATA, this Agreement shall be controlling, it being the intention of the Port Authority merely to permit the exercise of the Lessee's rights (to the extent permitted

by the ATA) by Delta, as the Airline Sublessee thereunder, and not to enlarge or otherwise change the rights granted by this Agreement. All of the terms, provisions, covenants and conditions of this Agreement, including without limitation the Lessee's covenants set forth in Section 5(c) hereof, shall be and remain in full force and effect.

(5) Notwithstanding the provisions of the foregoing subparagraph (4), the Port Authority agrees that any inconsistency between the provisions of this Agreement and the following enumerated provisions of the ATA, and the Lessee's and Delta's performance of their respective obligations and exercise of their respective rights under such provisions of the ATA, as between the Lessee and Delta within the scope of the ATA, shall not constitute a breach or default of any obligation hereunder: Sections 2.01 (Demise; Premises), 2.02 (Use Rights), 2.03 (Additional Phase I Gates), 8.05 (Ramp Services and Passenger Handling), 13.01 (Use of Delta Gates and Delta Hardstand Positions), 17.01 (Subleasing and Assignment by Delta), 28.02 (Arbitration), or 36.08 (2026 Condition Survey); or Articles 20 (as same relates to insurance carried by Delta), 34 (Environmental Obligations) or 35 (Phase II/III Option).

(6) The Port Authority hereby consents to the provisions of Section 5.01 of the ATA and agrees that such provisions shall be deemed to satisfy the required sublease provisions set forth in Section 5(d).

(7) In the event of any breach by Delta of the terms and conditions of the Port Authority's consent to the ATA under this Section, or any other act or omission of Delta that causes an Event of Default hereunder, the Port Authority may, in addition to all other remedies available to it under this Agreement or otherwise, revoke the consent granted in this Section by notice to the Lessee and Delta, and no such revocation shall be deemed to affect this Agreement or its continuance, provided, however, that the Port Authority shall not send such notice of revocation unless and until the Port Authority has the right, pursuant to the provisions of Section 25(b) hereof, to serve upon the Lessee a Notice of Termination by reason of

such Event of Default. Any notice given to Delta pursuant to the foregoing shall be sufficient if given in accordance with the Section of this Agreement entitled "*Notices*", and served at the address set forth in the ATA for notices to Delta.

(8) The Lessee represents and warrants that the attached ATA sets forth the full and entire rental or other consideration payable to the Lessee by Delta for or in connection with the subletting thereunder or use or occupancy of the ATA Premises, and further represents and warrants that there is no rental or consideration payable to the Lessee in connection therewith other than as stipulated in the attached ATA.

(9) The Port Authority's consent hereunder is a consent only to the Anchor Tenant Agreement in the form attached as Exhibit 5A.1, and shall not be or be deemed to operate as a consent to any modification thereto, any subsequent subleasing by the Lessee or to any assignment of this Agreement or the ATA or of any rights under either such agreement, whether in whole or in part, or a waiver of any other rights of the Port Authority. Notwithstanding the foregoing, the Port Authority's consent shall not be required with respect to any modification of the ATA that effects a change in the aggregate square footage of the ATA Premises that, cumulatively with previous such changes (if any), results in a change in the aggregate square footage of the ATA Premises by an amount that is not more than eight thousand (8,000) square feet above or below the aggregate square footage of the ATA Premises as of 2010 Expansion DBO, provided, that any resulting modification to Delta Rent shall be calculated in strict accordance with the applicable methodology as provided in Schedule 7-3(a) of the ATA; and provided, further, that in all events the Port Authority's consent shall not be required with respect to modifications of the ATA effecting changes in the aggregate square footage of the ATA Premises resulting from (x) the addition thereto of any or all of the Additional Phase I Gates (as defined in the ATA) and related facilities or (y) the reversion to the Lessee of one (1) Delta Hardstand Position pursuant to

Section 2.03(c) of the ATA; and provided, finally, that the calculation of the 8,000-square foot cumulative change referred to above shall be made without regard to any changes resulting from the changes to the ATA Premises described in the foregoing clauses (x) and (y).

(b) *T-4 Lease Defined Terms.*

The ATA is an agreement between the Lessee and Delta, and by consenting to the ATA, the Port Authority does not incorporate into this Agreement any agreements or understandings that are contained in the ATA. The ATA shall not be used or referred to in interpreting any defined term in this Agreement (any such defined term, a "**T-4 Lease Defined Term**"), and in interpreting any T-4 Lease Defined Term, no inference shall be drawn from the use thereof in the ATA. For example, the fact that the ATA provides that certain costs and expenses thereunder constitute Permitted O&M Expenses shall not be considered in interpreting the meaning of the defined term "Permitted O&M Expenses" in this Agreement.

(c) *ATA Defined Terms.*

(1) Defined terms used in the ATA ("**ATA Defined Terms**") shall not be considered or referred to in the interpretation of this Agreement. In any event, ATA Defined Terms shall not be deemed to elaborate, amplify, limit or otherwise explain in any manner (whether expressly, by manner of use, by context, by analogy, by contrast or by example, or pursuant to any other rule of construction or interpretation) any defined term, or any term or provision, of this Agreement.

(2) Notwithstanding the foregoing, where an ATA Defined Term is expressly used in a provision of this Agreement (not including Exhibit 5A.1), such ATA Defined Term shall be used, only in the interpretation of such provision, by ascribing to such ATA Defined Term the definition specifically set forth in the ATA, except as otherwise provided herein (as provided in paragraph (f) below, for example, with respect to the "Adjusted Terminal Management Fee").

(d) *No Diminution of Lessee Obligations.*

(1) Nothing in the ATA or its performance, or the Port Authority's consent to

the ATA, shall diminish or derogate from, or excuse the Lessee's failure to fully perform, the Lessee's obligations hereunder referred to in the following clauses (i) through (iv), which the Lessee hereby affirms are essential inducements to the Port Authority in entering into this Agreement, including the Fifth Supplemental Agreement hereto:

(i) The Lessee's obligations under Section 43 of this Agreement, entitled *"Airline Subleases"*, including without limitation its obligation to make the Premises available as an air terminal for public use, on fair and reasonable terms, at fair and reasonable prices and without unjust discrimination, to all types, kinds and classes of aeronautical users;

(ii) The Lessee's obligations under Section 44 of this Agreement, entitled *"Retail Subleases"*, including without limitation its obligation to use its best efforts to develop and operate at the Premises a premier world-class retail program and to use its best efforts on a continuing basis to identify and enter into a Sublease with a retail operator to conduct the said retail operations;

(iii) The Lessee's obligations under Section 54 of this Agreement, entitled *"Requesting Airlines at the Airport"*, including without limitation its obligation to use its best efforts to accommodate the requests of Requesting Airlines, in furtherance of the public interest of having the Premises fully and most effectively utilized; and

(iv) The Lessee's obligations under Section 71 of this Agreement, entitled *"Relationship of the Parties"*, including without limitation its obligation to use its best efforts in every proper manner to develop and increase the business conducted by it under this Agreement, to use reasonable efforts to operate the Premises on an economic and efficient basis and to not divert, or cause or allow to be

diverted, any business from the Airport.

(2) Notwithstanding the foregoing, the Lessee's good faith implementation of the Phasing Strategy (as defined in the ATA), which shall include specifically the requirement thereunder that "Contract Carriers will not be forced to leave Terminal 4 until other accommodations are arranged", shall not, in and of itself, be deemed to violate the Lessee's obligations under this Agreement.

(e) *Airline Leasing Plan.*

Without limitation as to the generality of the requirements hereunder with respect to the ATA, the Airline Leasing Plan required pursuant to Section 43, entitled "*Airline Subleases*" shall include the ATA and the sub-subleases contemplated thereunder.

(f) *Adjusted Terminal Management Fee.*

Notwithstanding any inconsistent provision of the ATA, and notwithstanding any inconsistent conduct or understanding of the parties to the ATA, the Adjusted Terminal Management Fee shall be allocated to the last incremental amounts (if any) paid by Delta to the Lessee in any payment period pursuant to the ATA and received by the Lessee as Gross Revenues hereunder, after payment in full of all other amounts payable by Delta to the Lessee under the ATA with respect to such payment period; so that to the extent that the total amounts paid by Delta to the Lessee with respect to such payment period are insufficient to pay the total amount of all components of Delta Rent and Additional Rent (including, by way of example and not as a limitation, the Additional Capital Charge and ATA Permitted O&M Expenses) due with respect to such payment period (without giving effect to any provision in the ATA that permits accrual and carrying forward of any components of Delta Rent not paid on a current basis, but after giving effect to any reconciliations or true-ups for overpayments and underpayments as provided for in Sections 7.04 and 15.03, respectively, of the ATA), such insufficiency shall be used to reduce the amount of the Adjusted Terminal Management Fee due under the ATA with respect to such payment period prior to reducing the amount of any other component of Delta Rent or Additional

Rent due with respect to such payment period.

(g) *Permitted O&M Expenses.*

Notwithstanding any inconsistent provision of the ATA, and notwithstanding any inconsistent conduct or understanding of the parties to the ATA, no legal fees or costs paid or payable by the Lessee or Delta in connection with the negotiation of the ATA shall constitute Permitted O&M Expenses hereunder. Notwithstanding the foregoing or anything contained herein to the contrary, however, all legal fees and costs paid or payable by the Lessee in connection with the Lessee's enforcement of the Lessee's rights and Delta's obligations under the ATA, including all legal fees and costs paid or payable by the Lessee in connection with the prosecution, defense or settlement of any claim or dispute under or relating to the ATA, shall constitute Permitted O&M Expenses hereunder (subject to the accounting rules therefor). The Lessee shall not charge as Permitted O&M Expenses any legal fees or costs paid or payable in respect of matters relating to Delta's ownership interest in IAT Member.

(h) *No Agreement to Arbitrate.*

The Port Authority's consent to the ATA hereunder shall not be deemed to be a consent by the Port Authority to arbitrate any dispute or claim under or in connection with the ATA, whether in the Port Authority's capacity as the landlord under this Agreement, enforcing its right as a third-party beneficiary to enforce directly against the Sublessee the obligations of the Sublessee under the ATA, as set forth in Section 5(d), or in the Port Authority's capacity as the Lessee's successor under the ATA upon the termination of this Agreement prior to the Expiration Date; and no agreement under the ATA to arbitrate any dispute or claim shall require the Port Authority to submit to arbitration of any such dispute or claim (but as between the Lessee and Delta, the provisions of Article 28 of the ATA may be implemented).

(i) *No Consent to Phases II or III.*

Notwithstanding that the ATA

provides for a "Phase II/III Option", pursuant to which Delta may undertake further expansion projects at the Premises, and notwithstanding that the Port Authority has agreed in Section 5A(a)(5) that the Lessee's and Delta's performance of their respective obligations and exercise of their respective rights under such provisions of the ATA, as between the Lessee and Delta within the scope of the ATA, shall not constitute a breach or default of any obligation under this Agreement, the Lessee specifically acknowledges and agrees that any such Phase II or Phase III construction shall be subject to the Port Authority's prior consent and approval, and that the Port Authority does not hereby consent to any construction at the Premises in connection with the ATA except as specifically provided in Section 18A. "

4. **Amendment and Restatement of Section 8 of the Lease**

(a) *Amendment and Restatement.*

Section 8 of the Lease, entitled "*Rental*", is hereby amended and restated in its entirety to read as follows:

"Section 8. Rental

(I) In consideration of the rights granted to the Lessee under this Agreement, the Lessee agrees to pay, fund or apply rentals and other amounts as provided below:

(a) **Permitted O&M Expenses and Ground Rental.**

(i) ***Permitted O&M Expenses.***

The Lessee shall pay Permitted O&M Expenses (as such term is defined in Exhibit 8.1A) or cause the Trustee to pay Permitted O&M Expenses pursuant to Sections 7, 8 and 9 of Appendix A to the Trust Administration Agreement.

(ii) ***Ground Rental.***

(1) *Ground Rental.* The Lessee shall pay, or shall cause the Trustee to pay in accordance with the applicable provisions of Section 7 of Appendix A to the Trust Administration Agreement, on each Monthly Funding

Date throughout the Term, Ground Rental ("**Ground Rental**") as a Proratable Amount in an amount equal to one-twelfth of the Base Rental Amount for the applicable Alternative Annual Period.

(b) **Facility Rental**.

In consideration of the use and occupancy of the Terminal, the Lessee shall in all events pay a facility rental (the "**Facility Rental**") on each date (such date, a "**Semi-Annual Funding Date**") that is three days prior to a date for the payment of Debt Service (such date for the payment of Debt Service, a "**Debt Service Payment Date**") in an amount that, when combined with all other funds available for the payment of Debt Service, shall be equal to the amount due for the payment of Debt Service on such Debt Service Payment Date.

(i) *[Reserved]*

(ii) The Lessee shall pay Facility Rental in consideration of the use and occupancy of the Terminal during the Post-DBO Period (such Facility Rental, "**Facility Rental B**"). Facility Rental B shall be composed of (p) an amount that, when combined with all other funds available for the payment of Series 6 Debt Service, shall be equal to the amount due for the payment of Series 6 Debt Service on such Debt Service Payment Date ("**Series 6 Facility Rental**") and (q) an amount that, when combined with all other funds available for the payment of Series 8 Debt Service, shall be equal to the amount due for the payment of Series 8 Debt Service on such Debt Service Payment Date ("**Series 8 Facility Rental**"), and shall be paid as follows:

(A) (1) on each Monthly Funding Date (except a Debt Service Payment Date), in an amount equal to (x) the amount of interest due as Series 6 Debt Service on the next succeeding Debt Service Payment Date after taking into account other funds available for the payment of Series 6 Debt Service in the Bond Fund or to be transferred to the Bond Fund on or before such Debt Service Payment Date pursuant to the Trust Administration Agreement divided by (y) the number of Monthly Funding Dates and Semi-Annual Funding Dates (including the current Monthly Funding Date or Semi-

Annual Funding Date) remaining prior to the next succeeding Debt Service Payment Date on which a payment of interest is to be made; and

(2) on each Monthly Funding Date (except a Debt Service Payment Date), in an amount equal to (x) the amount of interest due as Series 8 Debt Service on the next succeeding Debt Service Payment Date after taking into account other funds available for the payment of Series 8 Debt Service in the Bond Fund or to be transferred to the Bond Fund on or before such Debt Service Payment Date pursuant to the Trust Administration Agreement divided by (y) the number of Monthly Funding Dates and Semi-Annual Funding Dates (including the current Monthly Funding Date or Semi-Annual Funding Date) remaining prior to the next succeeding Debt Service Payment Date on which a payment of interest is to be made; and

(B) (1) on each Monthly Funding Date, in an amount equal to (x) the amount of principal expected to be due as Series 6 Debt Service (including with respect to Special Mandatory Redemptions, if any) on the next Debt Service Payment Date on which a principal payment is to be made after taking into account other funds available to pay such Series 6 Debt Service in the Bond Fund or to be transferred to the Bond Fund on or prior to the next Debt Service Payment Date on which a principal payment is to be made pursuant to the Trust Administration Agreement divided by (y) the number of Monthly Funding Dates (including the current Monthly Funding Date) remaining prior to the next succeeding Debt Service Payment Date on which a payment of principal is to be made; and

(2) on each Monthly Funding Date, in an amount equal to (x) the amount of principal expected to be due as Series 8 Debt Service (including with respect to Special Mandatory Redemptions, if any) on the next Debt Service Payment Date on which a principal payment is to be

made after taking into account other funds available to pay such Series 8 Debt Service in the Bond Fund or to be transferred to the Bond Fund on or prior to the next Debt Service Payment Date on which a principal payment is to be made pursuant to the Trust Administration Agreement divided by (y) the number of Monthly Funding Dates (including the current Monthly Funding Date) remaining prior to the next succeeding Debt Service Payment Date on which a payment of principal is to be made; and

(C) (1) on each Semi-Annual Funding Date, in an amount equal to the amount due on the next succeeding Debt Service Payment Date after taking into account other funds available in the Bond Fund or to be transferred to the Bond Fund on or before such Debt Service Payment Date for the payment of Series 6 Debt Service; and

(2) on each Semi-Annual Funding Date, in an amount equal to the amount due on the next succeeding Debt Service Payment Date after taking into account other funds available in the Bond Fund or to be transferred to the Bond Fund on or before such Debt Service Payment Date for the payment of Series 8 Debt Service.

(iii) *[Reserved]*

(iv) ***Payment of Facility Rental in accordance with Trust Administration Agreement.***

Any payment of Facility Rental shall be made in accordance with the applicable terms of the Trust Administration Agreement, and any use of funds held pursuant to the Trust Administration Agreement to pay (or provide for payment of) Debt Service or Facility Rental as provided thereunder, shall satisfy Lessee's obligations hereunder; except to the extent that the Trustee shall, by use of any amount in the Debt Service Fund, be subrogated to the Port Authority's right to receive Facility Rental as provided in Section 4(B)(1) of Appendix A to the Trust Administration Agreement.

(v) ***Payments to Debt Service Fund in accordance with Trust Administration Agreement.***

The Lessee shall make payments, or cause the Trustee to make transfers, to the Debt Service Fund in accordance with Section 6(B)(4) of Appendix A to the Trust Administration Agreement.

(vi) ***Limitation on Payments of Facility Rental.***

Notwithstanding the provisions of Sections 8(I)(b)(ii)(A) and (B) above, however, Facility Rental payable under this paragraph (b) shall be paid only out of the excess, if any, of the estimated amount of Gross Revenues with respect to the Month preceding the Month in which the Monthly Funding Date occurs over the sum of (x) the payments of Permitted O&M Expenses with respect to such prior Month (including deposits for such purposes into the Operations and Maintenance Expense Fund) and (y) the amount of any Ground Rental payable pursuant to Section 8(I)(a)(ii) with respect to such prior Month.

(c) **Subordinated Fundings.**

The Lessee shall pay or provide for the payment of the following obligations (each a "**Contingent Obligation**" and collectively, the "**Contingent Obligations**") by making or providing Subordinated Funding for such Contingent Obligations in accordance with the provisions of this subsection (c):

Lessee Terminal Management Funds,

Series 6 First Additional Land Rental,

Series 8 First Additional Land Rental

Lessee Retail Management Funds,

Capital Improvements Reserve Fund,

Adjusted Terminal Management Fee,

Port Authority Residual Rental, and

Lessee Residual Funds

(i) ***Calculation of Subordinated Fundings.***

(1) *Calculation of Initial Available Net Cash Flow and Available Net Cash Flow.*

(A) "**Initial Available Net Cash Flow**" shall mean, with respect to

any period, an amount equal to (x) Gross Revenues with respect to such period plus (y) the sum of (A) amounts on deposit as Reserve Amounts that are utilized to pay Permitted O&M Expenses in such period and (B) amounts held as reserves in the Subordinated Payments and Lessee Reserve Fund, minus (z) the sum of (A) the amount of Permitted O&M Expenses expended for such period, (B) [intentionally omitted], (C) Ground Rental with respect to such period, (D) the sum of any payments (or fundings) of Facility Rental with respect to such period, (E) amounts deposited, with respect to such period, as required deposits pursuant to Section 4 (Debt Service Reserve Fund), Section 8 (Operation and Maintenance Reserve Fund) and Section 9 (Major Maintenance and Renewal Fund) of Appendix A to the Trust Administration Agreement, and (F) payments directly from the Revenue Fund into the Section 148(f) Payment Fund as directed by the Lessee pursuant to the Trust Administration Agreement.

(B) "**Available Net Cash Flow**" shall mean, with respect to any period, an amount equal to the difference obtained by subtracting from the Initial Available Net Cash Flow the reductions described in Section 8.2 of Article VIII of Supplemental Lease Agreement No. 1, as amended, supplemented and restated.

(C) *[Reserved]*

(2) ***Priority of Subordinated Fundings.***

Available Net Cash Flow shall be applied to the following Contingent Obligations in the order of priority specified below (each, a "**Priority Level**"); and to the extent Available Net Cash Flow is used to fund any Contingent Obligation, it shall constitute a "**Subordinated Funding**".

(I) *[Reserved]*

(II) With respect to the Alternative Annual Period commencing December 1, 2005, and with respect to each Alternative Annual Period thereafter:

(A) **First Priority Level:** 90 % of the Lessee Terminal Management Funds.

(B) **Second Priority Level:** Lessee Retail Management Funds and Series 6 First Additional Land Rental (calculated, accrued and increased in accordance with Section 8(I)(d)(ii)) and Series 8 First Additional Land Rental (calculated, accrued and increased in accordance with Section 8(I)(d)(iii)).

(C) **Third Priority Level:** Capital Improvements Reserve Fund, in accordance with Section 12 of Appendix A to the Trust Administration Agreement.

(D) **Fourth Priority Level:** The Adjusted Terminal Management Fee, to the extent deemed paid to the Lessee pursuant to the ATA, as more specifically provided in paragraph (f), entitled "*Adjusted Terminal Management Fee*" of Section 5A of this Agreement.

(E) **Fifth Priority Level:** Port Authority Residual Rental and Lessee Residual Funds, 90% to the Port Authority and 10% to Lessee.

(3) *Funding of Priority Levels.*

Contingent Obligations at any Priority Level are to be funded for any period only if and to the extent there is any remaining Available Net Cash Flow to do so after Available Net Cash Flow has been used to fund in full the Contingent Obligations described at each higher Priority Level. Where multiple Contingent Obligations exist at a single Priority Level, each such Contingent Obligation shall be funded on a *pari passu* basis; provided, however, it is understood that when Port Authority Residual Rental and Lessee Residual Funds are on the same Priority Level, of available funds are to be funded to the Port Authority as Port Authority Residual Rental and of available funds are to be funded to the Lessee as Lessee Residual Funds. Except as specifically provided in this Agreement with respect to the First Additional Land Rental, unfunded Contingent Obligations expire and are not carried forward from one Alternative Annual

Period to a subsequent Alternative Annual Period. Notwithstanding the foregoing and with no exceptions, Contingent Obligations at the end of the Term shall cease and expire; provided, however, that any and all obligations owed by the parties to one another to pay any unpaid amount of True-up Fundings or True-up Deductions, as described in Section 8(I)(c)(iii)(2), shall survive the end of the Term and shall not constitute an exception within the meaning of this sentence.

(4) *[Reserved]*

(5) Funding of Priority Levels during each Alternative Annual Period shall be made by the Lessee as follows:

(A) **First Priority Level:** The Lessee shall pay, to the extent of Available Net Cash Flow, 90% of the Lessee Terminal Management Funds.

(B) **Second Priority Level:** In the event Available Net Cash Flow is sufficient to pay in full the Contingent Obligations described at the First Priority Level of Subordinated Fundings, any remaining Available Net Cash Flow shall then be allocated to pay the Lessee Retail Management Funds, Series 6 First Additional Land Rental and Series 8 First Additional Land Rental in the same proportion that each of the Lessee Retail Management Funds, Series 6 First Additional Land Rental and Series 8 First Additional Land Rental, respectively, bears to the sum of the Lessee Retail Management Funds, Series 6 First Additional Land Rental and Series 8 First Additional Land Rental which is due during the Alternative Annual Period in which such allocated payments are being calculated.

(C) **Third Priority Level:** In the event Available Net Cash Flow is sufficient to pay in full the Contingent Obligations described at the First and Second Priority Level of Subordinated Fundings, any remaining Available Net Cash Flow shall then be allocated to the Capital Improvements Reserve Fund in accordance with Section 12 of the Amended and Restated Appendix A to the Trust Administration Agreement.

(D) **Fourth Priority Level:** In the event Available Net Cash Flow is sufficient to pay in full each of the Contingent Obligations described at the First, Second and Third Priority Levels of Subordinated Fundings, any remaining Available Net Cash Flow shall then be allocated to pay the payment obligations at the Fourth Priority Level, described hereinabove in Section 8(I)(c)(i)(2)(II)(D).

(E) **Fifth Priority Level:** In the event Available Net Cash Flow is sufficient to pay in full each of the Contingent Obligations described at the First, Second, Third and Fourth Priority Levels of Subordinated Fundings, any remaining Available Net Cash Flow shall then be allocated to pay the payment obligations at the Fifth Priority Level, described hereinabove in Section 8(I)(c)(i)(2)(II)(E).

(ii) ***Semi-Annual Fundings.***

(1) *Calculation of Semi-Annual Fundings.*

On each Semi-Annual Subordinated Funding Date, the Lessee shall make Subordinated Fundings on an actual (but unaudited) basis reflecting the Available Net Cash Flow and Contingent Obligations, and in the case of the Second Semi-Annual Period, aggregated over the Semi-Annual Periods in the same Alternative Annual Period, and as adjusted by amounts previously funded to either the Port Authority or the Lessee in the immediately preceding First Semi-Annual Period of the same Alternative Annual Period. For the purposes of

this Section 8, (x) the **"First Semi-Annual Period"** of any Alternative Annual Period shall commence on December 1 and end on May 31, (y) the **"Second Semi-Annual Period"** of any Alternative Annual Period shall commence on June 1 and end on November 30 and (z) the First Semi-Annual Period and the Second Semi-Annual Period shall each be referred to as a **"Semi-Annual Period"**, and collectively as **"Semi-Annual Periods"**. The Lessee shall calculate such Subordinated Fundings as provided below:

(A) Aggregate Available Net Cash Flow. The Lessee shall calculate the aggregate Available Net Cash Flow (the **"Aggregate Available Net Cash Flow"**) for (x) the First Semi-Annual Period of each Alternative Annual Period which shall be the Available Net Cash Flow in such First Semi-Annual Period and (y) the Second Semi-Annual Period of each Alternative Annual Period which shall be the sum of the Available Net Cash Flow in the First Semi-Annual Period and the Available Net Cash Flow in the Second Semi-Annual Period; then

(B) Aggregate Contingent Obligations. For each category of Contingent Obligation, in each Alternative Annual Period, the Lessee shall aggregate (i) for any First Semi-Annual Period, the amount of such Contingent Obligation applicable to such First Semi-Annual Period and (ii) for any Second Semi-Annual Period, the sum of the amount of such Contingent Obligation applicable to the First Semi-Annual Period and the Second Semi-Annual Period in the same Alternative Annual Period (each, an **"Aggregate Contingent Obligation"**); then

(C) Application of Funds. In accordance with Sections 8(I)(c)(i)(2) through 8(I)(c)(i)(5), the Lessee shall apply the Aggregate Available Net Cash Flow to fund each such Aggregate Contingent Obligation in the order of priority set forth for the respective Contingent Obligation under Section 8(I)(c)(i) to the extent of such Aggregate Available Net Cash Flow (included in this calculation is the possibility that categories of Contingent

Obligations funded in the First Semi-Annual Period of an Alternative Annual Period may later be deemed to have not been funded in the First Semi-Annual Period); then

(D) Aggregate Fundings. The Lessee shall calculate (x) the sum of Aggregate Contingent Obligations payable to the Port Authority which are to be funded in accordance with clause (C) above (the "**Port Authority Aggregate Fundings**"), (y) the sum of Aggregate Contingent Obligations which are to be funded as Lessee Unrestricted Funds in accordance with clause (C) above (the "**Lessee Aggregate Fundings**") and (z) the sum of Aggregate Contingent Obligations to be deposited into the Capital Improvements Reserve Fund in accordance with clause (C), above (the "**Capital Improvements Reserve Fund Aggregate Funding**"); then

(E) First Semi-Annual Period Fundings. For the First Semi-Annual Period of an Alternative Annual Period, the Lessee shall (x) pay to the Port Authority the Port Authority Aggregate Fundings with respect to such First Semi-Annual Period, (y) make available as Lessee Unrestricted Funds the Lessee Aggregate Fundings with respect to such First Semi-Annual Period and (z) deposit into the Capital Improvements Reserve Fund the Capital Improvements Reserve Fund Aggregate Funding with respect to such First Semi-Annual Period; (x), (y) and (z) shall be paid together as Subordinated Fundings on the Semi-Annual Subordinated Funding Date for the First Semi-Annual Period; then

(F) Second Semi-Annual Period Fundings. For the Second Semi-Annual Period of an Alternative Annual Period, the Lessee shall (x) pay to the Port Authority the difference of Port Authority Aggregate Fundings for such Second Semi-Annual Period less the amount of the Port Authority Aggregate Fundings with respect to the First Semi-Annual Period in the same Alternative Annual Period, (y) make available as Lessee Unrestricted Funds the difference of the

Lessee Aggregate Fundings for such Second Semi-Annual Period less the Lessee Aggregate Fundings with respect to the First Semi-Annual Period in the same Alternative Annual Period and (z) deposit into the Capital Improvements Reserve Fund the difference of the Capital Improvements Reserve Fund Aggregate Funding for such Second Semi-Annual Period less the Capital Improvements Reserve Fund Aggregate Funding for the First Semi-Annual Period in the same Alternative Annual Period; (x), (y) and (z) shall be paid together as Subordinated Fundings on the Semi-Annual Subordinated Funding Date for the Second Semi-Annual Period.

(2) *Financial Statements*. Each time Subordinated Fundings are made, the Lessee shall deliver to the Port Authority the cash basis, unaudited financial statements for the Semi-Annual Period covered by such Subordinated Fundings together with a certificate signed by one or more authorized officers of the Lessee stating (a) that such Subordinated Fundings have been made in accordance with this Agreement, including an explanation of any downward adjustments made pursuant to Sections 8.2 (i) and (ii) of Supplemental Lease Agreement No. 1, as amended by Supplemental Lease Agreement No. 4, (b) the amount of the Initial Available Net Cash Flow as of the end of the relevant Semi-Annual Period, (c) the reductions described in Section 8.2 of Article VIII of Supplemental Lease Agreement No. 1, as amended, supplemented and restated, (d) the amount of Available Net Cash Flow resulting after subtracting the amounts in clause (c), above, from the amount in clause (b), above, of this paragraph, and (e) the amount and category of all Subordinated Fundings made with respect to the relevant Semi-Annual Period.

(3) *Non-Interference*. The Port Authority and the Lessee agree that neither party shall intentionally interfere with or manipulate the receipt of Gross Revenues or the payment of Permitted O&M Expenses so as to unfairly disadvantage the other party.

(4) *Semi-Annual Subordinated*

Funding Dates. The first day of the second Month following any Semi-Annual Period shall be a "**Semi-Annual Subordinated Funding Date**", such that July 1 is the Semi-Annual Subordinated Funding Date for the immediately preceding Semi-Annual Period commencing December 1 and ending May 31, and January 1 is the Semi-Annual Subordinated Funding Date for the immediately preceding Semi-Annual Period commencing on June 1 and ending November 30; provided, however, that if a Semi-Annual Subordinated Funding Date falls on a day that is not a Business Day, it shall be deemed to occur on the next Business Day thereafter and provided further, however, the parties may both execute a writing delivered to the other party on or before any particular (x) January 1 Semi-Annual Subordinated Funding Date pursuant to which they agree that such particular January 1 Semi-Annual Subordinated Funding Date shall be deemed to occur three Business Days prior to such January 1 Semi-Annual Subordinated Funding Date or (y) July 1 Semi-Annual Subordinated Funding Date pursuant to which they agree that such particular July 1 Semi-Annual Subordinated Funding Date shall be deemed to occur on the June 15 immediately preceding such July 1 Semi-Annual Subordinated Funding Date except that these clauses (x) and (y) shall apply if, and only if, there exists no Total Deferred APO Amount outstanding as of the date which the parties propose as the deemed Semi-Annual Subordinated Funding Date.

(5) *Relationship of Semi-Annual Subordinated Funding Dates to Semi-Annual Periods*. Wherever in this Agreement a Semi-Annual Subordinated Funding Date, or any actions taken thereon or in respect of, shall be said to be "with respect to" or otherwise connected with a particular Semi-Annual Period or a "current" Semi-Annual Period, such Semi-Annual Period shall be the Semi-Annual Period directly preceding the Semi-Annual Subordinated Funding Date (for example, the Semi-Annual Period commencing December 1 and ending May 31 is the current

Semi-Annual Period with respect to the Semi-Annual Subordinated Funding Date occurring on the immediately succeeding July 1).

(iii) ***Annual Adjustments***.

(1) *Annual True-up*. On May 1 following each Alternative Annual Period (the "**True-up Date**"), the Lessee shall determine the actual Available Net Cash Flow for the preceding Alternative Annual Period based on the Cash Basis Financial Statements for such Alternative Annual Period, and on the same basis, the Lessee shall recalculate the amount of Subordinated Fundings that should have been made with respect to such Alternative Annual Period (the "**Annual Subordinated Fundings**") in accordance with Section 8(I)(c)(i). In addition, subject to the *proviso* set forth in Section 60(k)(i) of this Agreement, as amended by Supplemental Lease Agreement No. 4, the Lessee shall be obligated to deliver to the Port Authority, on or before April 30 following each Alternative Annual Period, Annual Audited Financial Statements for the preceding Fiscal Year.

(2) *True-up Fundings and Deductions*. In the event the aggregate amount of Annual Subordinated Fundings exceeds the aggregate amount of the Semi-Annual Fundings made with respect to such Alternative Annual Period to either or both parties, within three Business Days after the True-up Date, the Lessee shall make additional funds available or cause such funds to be made available in accordance with Amended and Restated Appendix A to the Trust Administration Agreement to make additional fundings ("**True-up Fundings**") so that the sum of the Semi-Annual Fundings and the True-up Fundings is equal to the amount of the Annual Subordinated Fundings. If the aggregate amount of all Semi-Annual Fundings made with respect to such Alternative Annual Period exceeds the aggregate amount of Annual Subordinated Fundings, the Lessee shall deduct the amount of such excess (the "**True-up Deduction**") from funds that are to be made available by it or cause the Trustee to make appropriate adjustments to funds held under the Trust Administration

Agreement so that the sum of all Semi-Annual Fundings after deducting such True-up Deduction is equal to the Annual Subordinated Fundings. For purposes of this Section 8, True-up Deductions and True-up Fundings shall be deemed made as of the last day of the Alternative Annual Period to which they apply. No True-up Deduction may be applied to reduce the amount of Facility Rental payable during any Alternative Annual Period. If there are no funds to be made available in accordance with Amended and Restated Appendix A to the Trust Administration Agreement, then such True-up Fundings or True-up Deductions, as may be the case, shall be applied to the next Semi-Annual Funding. Any First Additional Land Rental owed and not paid to the Port Authority as of the prior Semi-Annual Subordinated Funding Date shall accrue interest at the Special Project Bond Rate until paid. Any unpaid amount shall constitute an amount owed by the respective party to the other party until paid.

(3) *True-up Penalty.* If the amount of the True-up Fundings to the Port Authority for the Alternative Annual Period with respect to which such True-up Fundings are made exceeds 10% (ten percent) of the aggregate amount of Semi-Annual Subordinated Fundings to the Port Authority for such Alternative Annual Period, there shall be a payment to the Port Authority ("**Port Authority True-up Penalty Distribution**") on the Semi-Annual Subordinated Funding Date with respect to the Semi-Annual Period in which the True-up Date occurs in an amount equal to one-half of one year's interest on such True-up Fundings to the Port Authority at the Special Project Bond Rate. If the amount of the True-up Fundings to the Lessee for the Alternative Annual Period with respect to which such True-up Fundings are made exceeds 25% (twenty-five percent) of the aggregate amount of Semi-Annual Subordinated Fundings to the Lessee for such Alternative Annual

Period, there shall be an obligation for Lessee Unrestricted Funds ("**Lessee True-up Penalty Funds**") on the Semi-Annual Subordinated Funding Date with respect to the Semi-Annual Period in which the True-up Date occurs in an amount equal to one-half of one year's interest on such True-up Fundings to the Lessee at the Special Project Bond Rate. The Port Authority True-up Penalty Distribution and Lessee True-up Penalty Funds shall be applied against the Semi-Annual Fundings on the Semi-Annual Subordinated Funding Date with respect to the Semi-Annual Period in which the True-up Date occurs, and if the Semi-Annual Fundings are not sufficient to pay such True-up Penalty Amounts, they shall be carried forward to the next Semi-Annual Subordinated Funding Date with interest accrued at the Special Project Bond Rate.

(d) **Calculation of Certain Contingent Obligations**.

(i) *[Reserved]*

(ii) ***First Additional Land Rental.***

(1) ***Series 6 First Additional Land Rental***.

Until May 13, 2026, with respect to each Semi-Annual Period or part thereof, there shall be a Proratable Amount and Contingent Obligation for payment to the Port Authority (the "**Series 6 First Additional Land Rental**") in an amount equal to one-half of the annual rate, which annual rate shall be equal to

provided, however, that, in the event Series 6 First Additional Land Rental is not fully paid to the Port Authority with respect to any Alternative Annual Period due to insufficient Available Net Cash Flow, the Series 6 First Additional Land Rental for the subsequent Alternative Annual Period shall be increased by the amount of any such unpaid Series 6 First Additional Land Rental with respect to such prior Alternative Annual Period plus interest thereon at the Special Project Bond Rate from and including the first day of such subsequent Alternative Annual Period through the last day of

the Semi-Annual Period with respect to which payment is made. It is understood that such increased amount, calculated in accordance with the foregoing *proviso*, shall be inclusive of any carryover amounts of Series 6 First Additional Land Rental due and unpaid from prior Alternative Annual Periods which continue to remain unpaid by the Lessee (together with all interest which continues to accrue thereon), in addition to any unpaid Series 6 First Additional Land Rental with respect to the immediately prior Alternative Annual Period which is expressly described in the foregoing *proviso*.

(2) ***Series 8 First Additional Land Rental***.

With respect to each Semi-Annual Period or part thereof occurring from and after the earlier of (x) 2010 Expansion DBO and (y) January 1, 2014 (such earlier date, the "***Series 8 FALR Commencement Date***"), there shall be a Proratable Amount and Contingent Obligation for payment to the Port Authority (the "**Series 8 First Additional Land Rental**") in the amount of one-half of the following annual rates:

(x) For the year commencing on the Series 8 FALR Commencement Date and ending on the day preceding the first anniversary of the Series 8 FALR Commencement Date, an annual rate equal to of Series 8 Debt Service;

(y) For the year commencing on the first anniversary of the Series 8 FALR Commencement Date and ending on the day preceding the second anniversary of the Series 8 FALR Commencement Date, an annual rate equal to f Series 8 Debt Service; and

(z) For each year thereafter, an annual rate equal to f Series 8 Debt Service;

provided, however, that, in the event Series 8 First Additional Land Rental is not fully paid to the Port Authority with respect to any Alternative Annual Period due to insufficient Available Net Cash Flow, the Series 8 First Additional Land Rental for the subsequent

Alternative Annual Period shall be increased by the amount of any such unpaid Series 8 First Additional Land Rental with respect to such prior Alternative Annual Period plus interest thereon at the Special Project Bond Rate from and including the first day of such subsequent Alternative Annual Period through the last day of the Semi-Annual Period with respect to which payment is made. It is understood that such increased amount, calculated in accordance with the foregoing *proviso,* shall be inclusive of any carryover amounts of Series 8 First Additional Land Rental due and unpaid from prior Alternative Annual Periods which continue to remain unpaid by the Lessee (together with all interest which continues to accrue thereon), in addition to any unpaid Series 8 First Additional Land Rental with respect to the immediately prior Alternative Annual Period which is expressly described in the foregoing *proviso*.

(iii) ***Calculation of Residual Cash Flow***.

(1) *Definition of Residual Cash Flow*. An amount shall be computed (the "**Residual Cash Flow**") equal to the amount of Available Net Cash Flow, if any, remaining after payment in full of the First through the Fourth Priority Levels for all Alternative Annual Periods, in accordance with Section 8(I)(c).

(2) *Calculation of Port Authority Residual Rental and Lessee Residual Funds*. There shall be Contingent Obligations (A) for Lessee Unrestricted Funds (the "**Lessee Residual Funds**") equal to of the Residual Cash Flow and (B) for payment to the Port Authority (the "**Port Authority Residual Rental**") equal to the Residual Cash Flow.

(iv) *[Reserved]*

(v) *[Reserved]*

(e) **Pro Rata Treatment of Proratable Amounts**.

If a Proratable Amount is not due for the entire stated period to which it applies (a "**Fixed Period**") but rather for only a part thereof (an "**Actual Period**"), the Proratable

Amount shall be prorated (on a prospective basis, if possible and if not possible, then retroactively):

(i) if the Fixed Period is a year and the Actual Period is an entire Month, by dividing the Proratable Amount by 12;

(ii) if the Fixed Period is a year and the Actual Period is six entire Months, by dividing the Proratable Amount by 2;

(iii) if the Fixed Period is a year and the Actual Period is an entire Quarter, by dividing the Proratable Amount by 4; and

(iv) in any other circumstance, by multiplying the Proratable Amount by a fraction the numerator of which is the number of days in the Actual Period and the denominator of which is the number of days in the Fixed Period.

(f) *[Reserved]*

(g) *[Reserved]*

(h) **Abatement of Rental**.

If at any time the Lessee shall become entitled to an abatement of rent pursuant to the provisions of this Agreement or otherwise, only Ground Rental or, under Section 78, Port Authority Ramp Control Tower Rental, shall be abated. Such abatement shall be determined on an equitable basis. There shall be no abatement of any other rental or Subordinated Funding payable under this Agreement."

(i) *[Reserved]*

(j) *[Reserved]*

(II) *[Reserved]*

(III) *[Reserved]*

(b) *Amendment to Exhibit 8.1.*

Exhibit 8.1 to the Lease is hereby amended as follows:

(1) In paragraph (I)(b), there is added to the end thereof, after the words "Major Maintenance

and Renewal Fund", the following: "or the Capital Improvements Reserve Fund".

(2) The first sentence of paragraph (II)(d) thereof is deleted in its entirety, and the following is substituted in place thereof: "Any other payment, disbursement, fee or emolument to a Direct or Indirect Owner or Affiliate of the Lessee other than those (i) expressly allowed in paragraph (I)(i) above or (ii) permitted under Section 21 of this Agreement."

(3) In paragraph (II)(e), the first word, "Any", is deleted, and the following is substituted in its place: "Except to the extent permitted under Section 21 of this Agreement, any".

5. Amendment to Section 11 of the Lease

Section 11 of the Lease, entitled "*Place of Payments*", is deleted in its entirety, and the following is substituted in its place:

"Section 11. Place of Payments

All payments required of the Lessee by this Agreement shall be sent to the following address:

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

or made via the following wire transfer instructions:

Credit Bank Name:	TD BANK
Credit Bank Address:	6000 Atrium Way Mount Laurel, NJ 08054
Credit Bank ABA #:	031201360
Beneficiary Acct/ID #:	5950011618
Beneficiary Name:	THE PORT AUTHORITY OF NY & NJ

or sent to such other address as may hereafter be substituted therefor by the Port Authority, from time to time, by notice to the Lessee."

6. **Amendment and Restatement of Section 12 of the Lease**

Section 12 of the Lease, entitled "*Limited Appointment as Agent*", is hereby amended and restated in its entirety as follows:

"Section 12. Title to Improvements and Other Property

Title to all improvements to the Premises, whether constructed as Construction Work under Sections 18 or 18A or constructed or reconstructed pursuant to Section 19 or otherwise, shall pass to The City of New York as the same or any part thereof is erected, constructed or installed, and shall constitute a part of the Premises. Title to all furnishings, fixtures and improvements purchased by the Lessee for use in the Premises that are necessary or appropriate for the operation of a passenger air terminal, including without limitation jet bridges, flight information display systems, check-in counters, passenger baggage systems and communications systems, as well as lighting and sanitary fixtures and the like, whether purchased with the proceeds of Passenger Terminal Bonds or otherwise, shall pass directly to the Port Authority or The City of New York, as appropriate, and shall constitute a part of the Premises upon installation or placement therein. The Port Authority will execute and provide to the Lessee any forms required to permit the Lessee and its contractors to qualify for exemption from New York State and City sales taxes with respect to such purchases to the extent permitted by applicable law."

7. **Construction of the 2010 Expansion Project**

(a) *New Section 18A.*

The Lease is hereby amended and supplemented by the addition, following Section 18, entitled "*Construction by the Lessee*", of a new Section 18A, as follows:

"Section 18A. CONSTRUCTION OF THE

2010 EXPANSION PROJECT

(a) 2010 Expansion Project.

(1) *2010 Expansion Project.*

The Lessee shall undertake a project to design and construct a renovation, modification and expansion of the Terminal, of which an overview is shown in the drawing attached as Exhibit 18A.1 (the "**2010 Expansion Project**"), which shall include without limitation the following elements (the square footages of which shall be as set forth in the 2010 Basis of Design, as defined below):

(i) construction of an extension to Concourse B, including:

(A) nine (9) new aircraft building gate positions, each of which shall have hydrant access to the Underground Fuel System; of such new aircraft building gate positions, all shall be capable of handling international movements and six (6) shall be capable of accommodating Group V Aircraft (as classified pursuant to the FAA Aircraft Design Group Classification),

(B) passenger hold rooms supporting such nine new aircraft building gate positions,

(C) airline club and operational space, and

(D) new shell space to contain new Concession Areas;

(ii) renovation and improvement of existing aircraft building gate positions;

(iii) modification and rehabilitation of certain sections of the surrounding aircraft apron area and the Apron Fuel Facilities and Underground Fueling System to support the expanded Concourse B space, as well as related site and utilities work; and

(iv) modification and expansion of the existing headhouse to accommodate the expected increase in

passenger traffic and new operational needs, including:

(A) relocation and expansion of the passenger security checkpoint to a centralized location over the current retail concessions hall, with new vertical access to such concessions hall, which will be modified to operate in the secure portion of the Terminal,

(B) construction of a new domestic baggage claim hall, new make-up areas and expanded baggage re-check operations space,

(C) expansion of the FIS Facilities, and

(D) acquisition and installa-tion of a new fully-automated in-line baggage security screening and explosive detection system.

(2) *Development of Project by Delta.*

(i) The Port Authority acknowledges that although the obligations provided in this Section 18A and the other provisions of this Agreement that expressly reference or are deemed to reference this Section 18A are the obligations of the Lessee, as the lessee under this Agreement, the 2010 Expansion Project will be developed and constructed by Delta, as the Lessee's anchor tenant under the ATA, which will incorporate by reference, to the extent they relate to the 2010 Expansion Project, the terms and provisions of this Section 18A and the other provisions of this Agreement that expressly reference or are deemed to reference this Section 18A, and the Port Authority shall accept due performance by Delta of such obligations. Accordingly, it is understood that the obligations set forth herein with respect to the effectuation of the 2010 Expansion Project may be fulfilled either by the Lessee's performance of such obligations or by the Lessee causing Delta to perform such obligations.

(ii) In connection with and

in addition to (but not as a part of) the 2010 Expansion Project, the Lessee shall, in accordance with the provisions of Section 44, submit and implement a new Comprehensive Retail Plan relating to the new Concession Areas referred to in Section 18A(a)(1) above.

(b) Comprehensive Plan.

(1) *Comprehensive Plan.*

The Lessee has submitted to the Port Authority for review two design documents relating to the 2010 Expansion Project, entitled "*Delta Air Lines JFK Terminal 4 Concourse B Extension Basis of Design*" and "*Delta Air Lines JFK Terminal 4 Headhouse Expansion Basis of Design*", of which copies of the final versions, as approved by the Port Authority, are attached hereto, hereby made a part hereof and marked Exhibit 18A.2 (such approved versions, collectively, the "**2010 Basis of Design**"), and has submitted, or shall submit, for the Port Authority's review further plans and specifications based on the 2010 Basis of Design (such plans and specifications, upon approval by the Port Authority, together with the 2010 Basis of Design, the "**Comprehensive Plan**").

(2) *Contents of Comprehensive Plan.*

The Comprehensive Plan shall include the construction of the 2010 Expansion Project, and shall include, without limitation:

(i) Nine new aircraft building gate positions, together with all associated and related areas and facilities, including without limitation passenger boarding gate lounges;

(ii) Four hardstand positions;

(iii) All appropriate work for the construction of utility and mechanical equipment rooms and spaces and crawl spaces;

(iv) All appropriate preparatory work for the construction of new Concession Areas, including without limitation the installation of utility lines to the perimeter of the new

Concession Areas;

(v) Construction, installation and tie-in of all appropriate utility lines, pipes, mains, drains, cables, manholes, wires, conduits and other facilities required in connection with or relating to the mechanical, water, electrical, storm sewer, sanitary sewer, communications, security, fire alarm, fire protection, gas, aircraft fueling and other systems or facilities including all necessary relocations, including but not limited to all necessary pipes, valves, materials and other equipment and accessories necessary to the use and operation of the heating, cooling, electrical, water, communications and other utility systems, all as set forth in the 2010 Basis of Design with respect to the 2010 Expansion Project, as well as any of the foregoing that become necessary with respect to other portions of the Premises in consequence of the construction of the 2010 Expansion Project;

(vi) The construction and installation of additions and modifications to the underground fuel distribution system, including but not limited to additions and modifications to the Apron Fuel Facilities located within the Premises, underground pipelines, cathodic protection, emergency fuel shutoffs, fuel mains and stubs necessary or required to tie into the Distribution Portion of the Underground Fuel System at the Airport to accommodate and serve the new and relocated/reconfigured aircraft building gate positions;

(vii) To the extent permitted by KIAC, all work necessary or required to construct lateral mains to tie into the Central Terminal Area ring supply lines for hot water for heating and domestic use purposes only and chilled water for cooling purposes only, in accordance with the requirements and specifications as set forth in Section 52 hereof; provided, however, that to the extent permitted by

KIAC, such work, upon completion, shall become the property of the Port Authority or its designee and shall not be part of the Premises;

(viii) As appropriate, construction of new, and/or modification of existing, circulation areas;

(ix) As appropriate, construction of new, and/or modification of existing, aircraft ramp and apron areas;

(x) All grading and paving of ground areas and appropriate landscaping together with all related and associated work;

(xi) All taxilanes, taxiway access stubs, taxiways, restricted vehicles service road (also known as RVSR) and associated and related areas and facilities including without limitation all paving, lighting and signage appropriate or necessary in connection with the construction of the 2010 Expansion Project;

(xii) All necessary or required blast fences and other fencing;

(xiii) All other appropriate or necessary work in connection with effectuation of the 2010 Expansion Project, including without limitation all borings, surveys, route marker signs, obstruction lights and material inspections and testing, and also including all other tie-ins, temporary and otherwise, to utility lines and roadway access stubs.

(3) *Updates.*

The Lessee shall keep the Comprehensive Plan up to date and shall submit to the Port Authority for its approval all amendments, supplements or modifications to the Comprehensive Plan, which amendments, supplements or modifications shall not become effective until the same have been approved by the Port Authority.

(4) *Definition.*

"**Construction Work**" shall mean the work of designing and constructing the 2010

Expansion Project, as set forth in the Comprehensive Plan.

(c) Submittal of Plans and Specifications.

(1) *Submittal of Plans and Specifications.*

Subject to the provisions of paragraph (d) of this Section, entitled "Design Working Group", and paragraph (m) of this Section, entitled "Early Commencement", of this Section, prior to the commencement of the Construction Work, the Lessee shall submit to the Port Authority for the Port Authority's approval complete plans and specifications, which may be part of the Contract Documents, and all required supporting information to review and verify, including, but not limited to, drawings, reports, calculations, computer printout of analysis, etc., therefor. Until the Port Authority's approval has been obtained, the Lessee shall continue to resubmit plans and specifications as required. If the Port Authority disapproves the plans and specifications or any portion thereof, or any submittals in connection with the Comprehensive Plan, it shall set forth, in writing, in reasonable detail the reasons for such disapproval. The Port Authority may refuse to grant approval with respect to the plans and specifications if, in its opinion, any of the proposed Construction Work as set forth in said plans and specifications (all of which shall be in such detail as may reasonably permit the Port Authority to make a determination as to whether the requirements hereinafter referred to are met) shall at the time such plans and specifications are submitted to the Port Authority:

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

(ii) Not be consistent with the existing external architecture of similar improvements at Terminal 4, or

(iii) Not comply with the Port Authority's requirements with respect to exterior and interior building materials and finishes, as well as quality of construction, currently existing at the Terminal, or

(iv) Not provide for sufficient clearances for taxiways, runways and apron areas, or

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

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

(vii) Not provide adequate and proper circulation areas within the Premises, or

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

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

(x) Permit aircraft to overhang the boundary of the Premises, except when entering or leaving the Premises (unless such overhang is otherwise permitted pursuant to a valid easement or other agreement), or

(xi) Be in violation or contravention of any other provisions and terms of this Agreement, or

(xii) Not comply with all applicable Law, and Port Authority standards and guidelines, or

(xiii) Not comply with all applicable requirements of the National Board of Fire Underwriters and the Fire

Insurance Rating Organization of New York, or

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

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

(xvi) Interrupt or disturb operations at the Premises, including without limitation the operations of Airline Sublessees other than Delta, unless any such interruption or disturbance is minimized to the extent reasonably practicable, or

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

(xviii) Not comply with the Basis of Design, or

(xix) Not properly coordinate construction staging with other ongoing Airport construction projects and Airport Operations.

(2) *Submission of "Packages".*

In submitting the plans and specifications covering the Construction Work to the Port Authority for review, Delta shall submit such plans and specifications in discrete "packages" ("**Packages**") in accordance with a reasonable schedule that has been approved by the Port Authority. Delta shall adhere to the said submission schedule and the Port Authority agrees to review the Packages expeditiously when submitted on schedule, provided that the Packages shall have been prepared in accordance with the highest professional standards, complete, of uniformly high quality and well coordinated with respect to all engineering and architectural disciplines.

(d) Design and Construction Working Group.

The Lessee and the Port Authority

shall establish a design and construction working group to review the development of the 2010 Expansion Project and all drawings, specifications, calculations and reports, etc. prior to the submission of any drawings or plans to the Port Authority. The working group shall meet on a regular basis in order that the Port Authority shall generally be informed of all areas of the design of the 2010 Expansion Project and be aware of all construction or approval dates. The meetings shall be structured to encourage a full discussion of all appropriate issues and shall not supersede the review or approval process of the plans and specifications and the Contract Documents (as hereinafter defined) set forth in this Section. The meetings shall continue until the 2010 Expansion Project is completed.

(e) The Lessee's Project Engineer.

The Lessee shall retain the services of an architect or engineer to provide architectural and engineering services in connection with the 2010 Expansion Project (the "**Project Engineer**"). The Port Authority shall have the right to disapprove any architect or engineer who may be unacceptable to it. The Lessee shall provide to the Port Authority a true and complete copy of its agreement with the Project Engineer and all modifications, supplements or amendments to such agreement.

(f) The Lessee's Construction Administrator.

The Lessee shall retain the services of a construction administrator to monitor and coordinate the Construction Work (the "**Construction Administrator**"). The Port Authority shall have the right to disapprove any construction administrator that may be unacceptable to it. The Lessee shall provide to the Port Authority a true and complete copy of its agreement with the Construction Administrator and all modifications, supplements or amendments to such agreement.

(g) Lessee's Resident Architect or Engineer.

The Lessee or the Construction Administrator shall, or shall require the Project

Engineer to, furnish a full-time resident architect or engineer during the construction period. The Lessee shall require certification, by a licensed engineer on the staff of the Project Engineer or by an independent testing firm, of all pile driving data and of all concrete tests and such other certifications as may be requested by the Port Authority to satisfy any controlled inspection requirements and such other requirements as may be reasonably required by the Port Authority from time to time. The Lessee shall also require certification, on behalf of the Project Engineer by a licensed architect or engineer on its staff or by the independent testing firm, of all controlled inspections required by the New York City Building Code.

(h) The Lessee's Contractors.

(1) *General Contractor.*

The Lessee shall enter into a contract with one or more general contractors or construction managers for the Construction Work (each, a "**General Contractor**"). The Port Authority shall have the right to disapprove any contractor or construction manager that may be unacceptable to it. The Lessee shall submit to the Port Authority a true and complete copy of its contract with each General Contractor (a "**Construction Contract**") and all modifications, supplements or amendments to such Construction Contract.

(2) *Subcontractors.*

At such times as the Lessee and the General Contractor determine the identity of the proposed subcontractors or potential bidders for the 2010 Expansion Project, the Lessee shall submit to the Port Authority the names of the proposed subcontractors or potential bidders and the portion of the Construction Work which the Lessee anticipates such subcontractors or bidders shall perform. The Port Authority may, within ten (10) business days of submission of a list of proposed subcontractors or bidders, comment on the proposed subcontractors or bidders and subcontracts. The Lessee shall not employ or approve any subcontractor or bidder to which the Port Authority has a reasonable objection. The

Lessee shall include in all such subcontracts such provisions and conditions which have been advised in writing and reasonably required by the Port Authority prior to the execution of such contracts.

(3) *Required Subcontract Provision.*

Without limiting the generality of the foregoing, the Lessee (or Delta, as applicable) shall require all subcontracts to contain the following provision (it being understood that the words in square brackets shall be replaced with the names of the applicable entities):

"If (i) the contractor fails to perform any of its obligations under the contract, including its obligation to [the Lessee] or to [the General Contractor], as the case may be, to pay any claims lawfully made against it by any materialman, subcontractor or workman or other third person which arises out of or in connection with the performance of the contract or (ii) any claim (just or unjust) which arises out of or in connection with the contract is made against [the Lessee] or [the General Contractor], as the case may be, or (iii) any subcontractor under the contract fails to pay any claims, lawfully made against it by any materialman, subcontractor, workman or other third person which arises out of or in connection with the contract or if in [the Lessee]'s opinion any of the aforesaid contingencies is likely to arise, then [the Lessee] shall have the right, in its discretion, to withhold out of any payment (final or otherwise and even though such payments have already been certified as due) such sums as [the Lessee] may deem ample to protect it against delay or loss or to assume the payment of just claims of third persons, and to apply such sums in such manner as [the Lessee] may deem proper to secure such protection or satisfy such claims. All sums so applied shall be deducted from the contractor's compensation. Omission by [the Lessee] to withhold out of any payment, final or otherwise, a sum for any of the above contingencies, even though such contingency has occurred at the time of such payment, shall not be deemed to indicate that [the Lessee] does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of [the Lessee] to withhold and apply

monies nor any exercise, or attempted exercise of, or omission to exercise such rights by [the Lessee] shall create any obligation of any kind to such materialmen, subcontractors, workmen or other third person. Until actual payment is made to the contractor, his or her right to any amount to be paid under the contract (even though such amount has already been certified as due) shall be subordinate to the rights of [the Lessee] under this provision."

(i) Construction Application.

(1) *Construction Application Required.*

The Lessee shall prepare, execute and submit for the Port Authority's approval a "tenant alteration application" or applications in the form prescribed by the Port Authority covering the Construction Work or portions thereof (each such application, a "**Construction Application**").

(2) *Approval of Construction Application.*

The Lessee shall not commence any portion of the Construction Work until the Construction Application relating thereto has been approved by the Port Authority. The Lessee shall comply with all the terms and provisions of the approved Construction Applications and this Agreement.

(j) Performance of Construction Work.

(1) *Notice of Commencement.*

The Lessee shall give the Port Authority not less than sixty (60) days' notice prior to the commencement of construction.

(2) *Diligent and Continuous Prosecution.*

The Lessee shall prosecute the Construction Work diligently and continuously to completion. All Construction Work shall be performed in accordance with the Contract Documents (as defined below).

(3) *Certain Definitions.*

(i) "**Contract Documents**" shall mean the plans and specifications

finally approved by the Port Authority, as such finally approved plans and specifications may be subsequently modified by one or more Change Orders.

(ii) "**Change Order**" shall mean (x) any material change to the Contract Documents which has been approved by the Port Authority or (y) any immaterial change to the Contract Documents which does not require the approval of the Port Authority. The following proposed change orders shall be deemed to be material changes requiring the prior written approval of the Port Authority:

(A) a proposed change order which increases or reduces the scope of, or the design intent of, the 2010 Expansion Project from the project described in the Comprehensive Plan, as theretofore approved by the Port Authority;

(B) a proposed change order which after the Port Authority has approved the Contract Documents results in the issuance of a new or revised drawing by the Project Engineer, provided, however, that in an emergency situation such change order may be implemented first, and the revised drawing submitted to the Port Authority as soon as practicable thereafter;

(C) a proposed change order which adversely affects the quality of the 2010 Expansion Project so that the 2010 Expansion Project will not deliver a level of service "C" as defined by IATA Standards during peak operation or the 2010 Expansion Project will not be a first class terminal as defined by generally accepted airline industry standards; or

(D) a proposed change order the performance of which would require an extension of the scheduled completion date beyond the Completion

Deadline other than by reason of force majeure.

In the event of any dispute as to whether a change is a material or an immaterial change to the Contract Documents, such dispute shall be referred to and determined by the Chief Engineer of the Port Authority. The Lessee shall not start the work described in any proposed change order requiring the prior written approval of the Port Authority until such proposed change order has been so approved.

(4) *Quality of Workmanship and Materials.*

All Construction Work, including workmanship and materials, shall be of first-class quality. The Lessee shall re-do, replace or construct any Construction Work not done in accordance with the Contract Documents and the provisions of this Section.

(5) *[Intentionally Omitted]*

(6) *Completion Deadline.*

The Lessee shall complete the Construction Work no later than December 31, 2017, subject to extensions for force majeure, Change Orders and as otherwise expressly provided in this Agreement (such date, as it may be so extended, the ("**Completion Deadline**").

(7) *Port Authority Not Responsible.*

As between the Lessee and the Port Authority, the Lessee agrees to be solely responsible for any plans and specifications used by it and for any loss or damages resulting from the use thereof, notwithstanding that the same have been approved by the Port Authority and notwithstanding the incorporation therein of Port Authority recommendations or requirements. There shall be no third party beneficiaries of this paragraph. Notwithstanding the requirement for approval by the Port Authority of the contracts to be entered into by the Lessee or the incorporation therein of Port Authority requirements or recommendations, and notwithstanding any rights the Port Authority may have reserved to itself hereunder, the Port Authority shall have no contractual liabilities

or obligations of any kind to any such contractors engaged by the Lessee or for any other matter in connection therewith. Any warranties contained in any construction contract entered into by the Lessee for the performance of the Construction Work hereunder shall be for the benefit of the Port Authority (to the extent the Port Authority succeeds to the interest of the Lessee) as well as the Lessee, and the contract shall so provide.

(8) *Port Authority Right of Inspection.*

The Port Authority shall have the right (but not the obligation), through its duly designated representatives, to inspect the Construction Work and the plans and specifications thereof, at any and all reasonable times during the progress thereof and from time to time, in its discretion, to take samples and perform testing on any part of the Construction Work. In exercising its right under this paragraph, the Port Authority shall coordinate and schedule with the Lessee so as to minimize any interference or delay in the Construction Work.

(9) *Soil Erosion Control Measures.*

The Lessee shall, take all reasonable measures to prevent erosion of the soil and the blowing of sand during and arising from the performance of the Construction Work, including, but not limited to, the fencing of the Premises or portions thereof or other areas and the covering of open areas with such materials as the Port Authority may direct.

(10) *Disposition of Matter.*

(i) Subject in all events to the Environmental Requirements, any soil, dirt, sand or other matter (collectively, the "**Matter**") excavated by the Lessee during the course of the Construction Work and not used at the Premises shall not be stored at the Premises or elsewhere at the Airport, but shall promptly be delivered by the Lessee to any location off the Airport as may be approved by the Port Authority.

(ii) The Lessee shall take title to the Matter, and the entire

proceeds, if any, of the sale or other disposition of the Matter shall belong to the Lessee to be used solely for the benefit of the 2010 Expansion Project.

(iii) The Lessee shall submit to the Port Authority all manifests and bills of lading covering any Matter, and in addition shall prepare and submit to the Port Authority all documentation that the Lessee is required to submit to the disposal site or the Governmental Authority having jurisdiction with respect to any Matter.

(11) *Backfilling of Excavations.*

Prior to backfilling any excavations in which the construction of utilities has been completed, the Lessee shall notify the Resident Engineer that such excavations are ready to be backfilled. Such excavations shall not be backfilled until the Port Authority shall have documented and surveyed the line and grade of such utilities.

(12) *Payment of Claims.*

The Lessee shall pay or cause to be paid (as part of the costs of the Construction Work) all claims lawfully made against it by its General Contractor, the General Contractor's 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 Construction Work, and shall cause its General Contractor and the General Contractor's subcontractors to pay all such claims lawfully made against them, provided, however, that nothing herein contained shall be construed to limit the right of the Lessee to contest any claim of a contractor, subcontractor, materialman, workman and/or other person and no such claim shall be considered to be an obligation of the Lessee within the meaning of this Section unless and until the same shall have been finally adjudicated. The Lessee shall diligently seek to resolve any such claims and shall keep the Port Authority informed of its actions with respect thereto. Nothing herein contained shall be deemed to constitute consent to the creation of any liens or claims against the Premises or any other part of the Airport nor

to create any rights in said third persons against the Port Authority.

(13) *Studies and Reports.*

The Lessee shall prior to the commencement of construction and at all times during construction submit to the Port Authority all engineering studies and inspection reports with respect to the Construction Work which have been performed by the Lessee, and samples of construction materials as may be required at any time and from time to time by the Port Authority.

(14) *Forecasts.*

The Lessee shall, at the time of submitting the Comprehensive Plan to the Port Authority, submit to the Port Authority its forecasts of the number of people who will be working at various times during the Term at the Premises, the expected utility demands of the Premises, noise profiles and such other information as the Port Authority may require. The Lessee shall continue to submit its latest forecasts and such other information as may reasonably be required as aforesaid as the Port Authority shall from time to time and at any time request. The Port Authority acknowledges that the forecasts are estimates and may change from time to time.

(15) *No Port Authority Responsibility.*

The Port Authority shall not be responsible to any contractor, architect, supplier, subcontractor or any other person engaged by the Lessee or its General Contractor in the performance of any part of the Construction Work for any payments due or alleged to be due thereto for any work performed or materials purchased in connection with the Construction Work.

(16) *Affirmative Action, etc.*

Without limitation as to the generality of any other requirements in this Agreement, the Lessee shall comply with the provisions of Section 18(d)(xiii), relating to the implementation of affirmative action, non-discrimination and Minority Business Enterprise (MBE), and Women-owned Business Enterprise (WBE)

programs.

(17) *Port Authority's Field Engineer(s).*

The Port Authority will assign to the Construction Work one or more field engineers. The Lessee shall pay to the Port Authority, for the services of said engineer or engineers, the rate that the Port Authority shall charge Aircraft Operators at the Airport for the services of such engineer or engineers. Nothing contained herein shall affect any of the provisions of paragraph (n) of this Section, entitled "Completion", or the rights of the Port Authority hereunder. The foregoing provisions relating to field engineer services may be revoked at any time by either party on thirty (30) days' written notice to the other, but if revoked by the Lessee the foregoing provisions shall continue during the period that construction is performed.

(18) *General Manager's Authority.*

In the event that the Lessee shall at any time during the construction of any portion of the Construction Work fail, in the opinion of the General Manager of the Airport, to comply with all of the provisions of this Agreement with respect to the Construction Work or the Construction Application or be, in the opinion of the General Manager, in breach of any of the provisions of this Agreement or the Construction Application, the Port Authority shall have the right, acting through the General Manager to cause the Lessee to cease all or such part of the Construction Work as is being performed in violation of this Agreement or the Construction Application. Upon such written direction from the General Manager, the Lessee shall promptly cease construction of the portion of the Construction Work specified. The Lessee shall thereupon submit (x) to the Port Authority for its written approval the Lessee's proposal for making modifications, corrections or changes in or to the Construction Work that has been or is to be performed so that the same shall comply with the provisions of this Agreement and the Construction Application; or (y) the dispute to the Chief Engineer of the Port Authority for final determination. The Lessee shall not

commence construction of the portion of the Construction Work that has been halted until such written approval has been received or the dispute has been determined by the Chief Engineer of the Port Authority.

(19) *Authority of Port Authority's Resident and Field Engineers.*

It is hereby expressly understood and agreed that neither the field engineers covered by subparagraph (16) above nor the Resident Engineer of the Port Authority at the Airport has any authority to give any directions to the Lessee or to approve any plans and specifications of the Lessee with respect to the Construction Work, to approve the construction by the Lessee of any portion of the Construction Work or to agree to any variation by the Lessee from compliance with the terms of this Agreement or the Construction Application. Should the field engineer or the Resident Engineer give any directions or approvals with respect to the Lessee's performance of any portion of the Construction Work which are contrary to the provisions of this Agreement or the Construction Application, the Lessee shall have no obligation to comply with such directions and said directions or approvals shall not affect the obligations of the Lessee as set forth herein nor release or relieve the Lessee from the compliance herewith.

(20) *No Port Authority Duty to Inspect or Police.*

It is hereby further understood and agreed that the Port Authority has no duty or obligation of any kind whatsoever to inspect or police the performance of the Construction Work by the Lessee, and the rights granted to the Port Authority hereunder shall not create or be deemed to create such a duty or obligation. Accordingly, the fact that the General Manager has not exercised the Port Authority's right to require the Lessee to cease its construction of all or any part of the Construction Work shall not be or be deemed to be an agreement or acknowledgment on the part of the Port Authority that the Lessee has in fact performed such portion of the Construction Work in accordance with the terms of this Agreement or the

Construction Application nor shall such fact be or be deemed to be a waiver by the Port Authority from the requirement of compliance by the Lessee with the provisions of this Agreement and the Construction Application with respect to the Construction Work.

(21) *Minimization of Pollution and Noise.*

The Construction Work shall be performed in such a manner that there will be at all times a minimum of air pollution, water pollution or any other type of pollution and a minimum of noise emanating from or arising out of the Construction Work. Accordingly, and in addition to all other obligations imposed on the Lessee under this Agreement and without diminishing, limiting, modifying or affecting any of the same, the Lessee shall be obligated to construct as part of the Construction Work hereunder such structures, fences, equipment, dewatering systems and other devices and facilities as may be necessary or appropriate to accomplish the foregoing and each of the foregoing shall be and become a part of the Construction Work it affects and all of the foregoing shall be covered under the Comprehensive Plan and shall be part of the Construction Work.

(22) *Relocation Work.*

The Lessee understands that there may be communications and utility infrastructure located on or under the Premises which do not, and may not in the future, serve the Premises but which may be affected by the Construction Work. The Lessee agrees, if directed by the Port Authority so to do, to relocate and reinstall such communications and utility infrastructure on the Premises or off the Premises and to restore all affected areas (such work, collectively, the "**Relocation Work**"), the Port Authority agreeing not to act unreasonably herewith. The Lessee shall perform the Relocation Work subject to and in accordance with all the terms and provisions of this Section, and the Relocation Work shall be and become a part of the Construction Work, it being understood, however, that the Relocation Work shall not be or become a part of the Premises.

(23) *Risk of Loss.*

The Lessee hereby assumes the risk of loss or damage to all of the Construction Work prior to the completion thereof and the risk of loss or damage to all property of the Port Authority arising out of or in connection with the performance of the Construction Work. In the event of such loss or damage, the Lessee shall forthwith repair, replace and make good the Construction Work and the property of the Port Authority.

(24) *Compliance with Laws and Regulations.*

The Construction Work shall be performed in compliance with the provisions of Section 13, entitled "Rules and Regulations" and Section 14, entitled "Compliance with Law", and in accordance with all Environmental Requirements. Without limitation as to the generality of the foregoing, the Construction Work shall comply with FAA AC 150/5370-10A Standards for specifying construction of Airports" item P-156 and AC 150/5320-5B "Airport Drainage" and shall include a storm water pollution prevention plan which includes best management practices.

(25) *Work Adjacent to AirTrain Guideway.*

Without limitation as to any other permitting, monitoring or special personnel requirements hereunder, the Lessee shall, in connection with any Construction Work to be performed adjacent to the AirTrain guideway, secure in advance all permits required by the Port Authority, coordinate the performance of all such Construction Work with the appropriate Port Authority staff and retain and pay for such 'spotters' as the Port Authority may determine to be appropriate.

(26) *Impact on Existing Terminal 4 Operations.*

The Construction Work shall be performed in a manner that does not, to the extent reasonably practicable, interrupt or disturb existing operations at Terminal 4, including without limitation the operations of

existing Airline Sublessees other than Delta.

(27) *Staging Area.*

The Port Authority shall make available to the Lessee, by separate agreement, a material and staging area for the Lessee's exclusive use in connection with the prosecution and completion of all Construction Work.

(28) *Title to Construction Work.*

Title to all the Construction Work shall pass to The City of New York as the same or any part thereof is erected, constructed or installed, and shall be and become part of the Premises if located within the Premises.

(k) Specific Environmental Requirements Relating to Construction.

(1) *Compliance with Environmental Requirements.*

(i) The Construction Work shall be performed in compliance with all Environmental Requirements, and in connection therewith the Lessee shall duly procure all applicable permits of Governmental Authorities.

(ii) Notwithstanding the fore-going, where the other terms and provisions of this Agreement, including without limitation Section 42, entitled "Environmental Obligations", provide requirements that are stricter than or additional to Environmental Requirements, the Construction Work shall comply with such stricter or additional requirements, and references in this Section 18A to "Environmental Requirements" shall be interpreted accordingly.

(iii) Without limitation as to the foregoing, but subject to subparagraph (8)(i) below of this Section 18A(k), all Construction Work shall be performed in compliance with Permit No. GP-0-10-001, SPDES General Permit for Stormwater Discharges from Construction Activities, issued by the DEC on January 29, 2010, including without limitation the Storm Water Pollution Prevention Plan filed pursuant thereto by Delta in connection

with the Construction Work (including any extension or successor to such permit, the "**JFK SPDES Permit**").

(2) *No Exacerbation.*

In the performance of the Construction Work, the Lessee shall not exacerbate the existing environmental condition of the Premises, the Airport or any natural resource, including without limitation any ground water or aquifer.

(3) *Environmental Management Plan.*

The Lessee shall submit to the Port Authority for its approval prior to the commencement of the Construction Work an environmental management plan setting forth in detail the Lessee's plans for all handling, excavation, depositing, testing, screening, backfilling, removal, storage, transportation, disposal and other handling of soil and the treatment of ground and wastewater in the performance of the Construction Work (such plan, as approved by the Port Authority, the "**Environmental Management Plan**"). The Construction Work shall be performed in accordance with the Environmental Management Plan.

(4) *Remediation of Spills.*

In the event that any Hazardous Substances are discovered, uncovered, exposed, spilled, released, discharged or disposed on the Airport in the performance of the Construction Work (any such event, a "**Spill**"), the Lessee shall immediately (w) notify the Port Authority of such Spill, (x) excavate all soil containing any such Hazardous Substances, (y) pump and treat all ground water containing any such Hazardous Substances, and (z) delineate such Spill to the satisfaction of the Port Authority. Such pumping and treatment, or excavation, shall continue until all such Hazardous Substances have been removed in accordance with Environmental Requirements. No Construction Work that would interfere or delay such remediation shall be performed in the area of such Spill until all such Hazardous Substances have been so removed.

(5) *Reporting to Governmental*

Authority.

In reporting a Spill, the Lessee shall follow all Environmental Requirements and shall direct such report to the attention of such individual at the relevant Governmental Authority as the General Manager of the Airport may require, in order to assure consistency in the environmental management of the Airport.

(6) *Certificate of Final Disposal.*

Promptly upon final disposition of any Hazardous Substance, the Lessee shall submit to the Port Authority a "Certification of Final Disposal" stating the type and amount of material disposed, the method of disposal and the owner and location of the disposal facility. The format of such certification shall follow the requirements, if any, of Governmental Authorities having jurisdiction as if the Port Authority were a private organization, provided, however, that in all events the name of the Port Authority shall not appear on any certificate or other document as a generator or owner of such material.

(7) *Responsibility to Obtain NFA Status.*

In all events, the Lessee shall be fully responsible for obtaining a No Further Action ("**NFA**") status from the DEC with respect to all Spills reported to the DEC, and the Lessee shall complete all necessary remedial actions, monitoring and reporting necessary to obtain such NFA status. The Lessee shall be fully responsible for all costs associated with any long-term monitoring, reporting and closure activities relating to or resulting from such reported Spills both before and after the Completion Date.

(8) *Dewatering and Discharge of Wastewater.*

(i) The Port Authority hereby grants its permission to the Lessee to perform dewatering and discharge of wastewater in connection with the Construction Work under the JFK SPDES Permit, provided, however, that the Port Authority shall approve all dewatering plans and practices prior to any discharge,

and the Lessee shall comply with all the terms and conditions of the JFK SPDES Permit and with all additional requirements of the DEC with respect to such dewatering activities and discharge of wastewater. The foregoing permission may be revoked by the Port Authority upon twenty-four (24) hours' notice to the Lessee if the Lessee fails, within five (5) days after the Lessee's receipt of notice of default from the Port Authority identifying the breach(es) of this paragraph (k)(8), entitled "Dewatering and Discharge of Wastewater", to cure any such breach(es).

(ii) The Lessee shall design and implement appropriate engineering practices and controls for all dewatering activities in the performance of the Construction Work to prevent contamination of the lower aquifer.

(iii) Dewatering and discharges shall be monitored and reported separately for each individual discharge point that comprises the Construction Work. Accordingly, separate monitoring systems shall be used to track dewatering and discharge activities performed in connection with the Construction Work. Upon the Port Authority's request at any time and from time to time, the Lessee shall provide additional samples and tests relating to the dewatering system. The Lessee shall keep full documentation of all ground water volumes treated, sampled and discharged, and shall provide all such documentation to the Port Authority.

(iv) The Lessee shall install any and all treatment items requested or required by the DEC, the General Manager of the Airport or any approved Construction Application and/or indicated by water quality sampling results. All effluent shall meet the JFK SPDES Permit limits.

(v) In the event that the projected zone of influence of the Lessee's dewatering system is found to extend into any area outside of the Premises, the Lessee shall notify the Port Authority by

submitting to the Resident Engineer for his review and approval the proposed dewatering design, which shall identify potentially affected non-pile supported structures and pavements which may be impacted by drawdown effects during dewatering operations.

(vi) In the event that the Lessee's dewatering activities hereunder involve the use of wells, the Lessee shall, not later than ten (10) days after completion of dewatering activities and receipt of any approvals of a Governmental Authority, perform and complete a closure of all such wells in conformance with DEC requirements. The Lessee shall promptly notify both the Port Authority and the DEC of this action.

(9) *Lessee's Environmental Professionals.*

(i) The Lessee shall designate, by written notice to the Port Authority given not later than five (5) days after the Lessee's execution of this Agreement, a duly authorized representative of the Lessee (the "**Lessee Environmental Representative**") who shall be responsible for the Lessee's compliance with the JFK SPDES Permit.

(ii) Upon notice to the Lessee by the Port Authority, which may be given at any time upon any indication of non-compliance or potential non-compliance by the Lessee with the JFK SPDES Permit, the Lessee shall at its own expense immediately retain under contract, independent of the Lessee's construction contractor, a qualified environmental consultant approved by the Port Authority (the "**Lessee Environmental Consultant**"). The Lessee Environmental Consultant shall provide liaison with the Port Authority, and shall have the obligation to submit any and all reports, and any other requested information, directly to the Port Authority and to oversee installation, if applicable, of dewatering wells by a licensed driller, and to monitor contractor compliance with all dewatering operations. The Lessee

Environmental Consultant shall at all times be an independent contractor of the Lessee. The Port Authority shall not be responsible for any act or omission or fault or neglect of the Lessee's Environmental Consultant, nor shall the Port Authority have any liabilities or obligations of any kind to the Lessee Environmental Consultant, or any responsibility for any payments due or alleged to be due thereto.

(iii) The Lessee Environmental Representative and/or the Lessee Environmental Consultant shall promptly notify the Port Authority's Resident Engineer of the progress of scheduled activities, including initiation of dewatering activities, and shall provide weekly updates (by facsimile) on the activities at the Premises, including the status of dewatering activities (e.g. volumes removed, condition of waters).

(10) *Lessee's Responsibility.*

In addition to and without limitation as to the following subparagraph (11) or any other term or provision of this Agreement, the Lessee shall be solely responsible for any and all fines, penalties, assessments, or levies assessed due to deviation from or violation of the JFK SPDES Permit or of the Lessee's authorization to discharge stormwater in the performance of the Construction Work during construction or of any other applicable permit, plan, authorization or permission. All design planning shall be in conformance with the requirements and conditions of the JFK SPDES Permit and applicable Environmental Requirements and of any other applicable permit, plan, authorization or permission, and the Lessee shall be responsible for complete compliance therewith.

(11) *Lessee's Assumption of Risk.*

The Lessee shall assume all risks arising out of its performance of dewatering and discharging of wastewater at any portion or area of the Premises under the JFK SPDES Permit or of any other applicable permit, plan, authorization or permission and, without limitation as to the generality of any other term or provision contained in this Agreement, the

Lessee shall indemnify, hold harmless and reimburse the Port Authority, its Commissioners, officers, employees and representatives from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses, including without limitation legal costs and expenses incurred in connection with the defense of) all claims and demands, penalties, fines, liabilities (including without limitation strict liability), settlements, attorney and consultant fees, investigation and laboratory fees, cleanup and remediation costs, court costs and litigation expenses, damages, judgments, losses, costs and expenses, including without limitation claims for personal injury, including death, property damage and natural resources damage, of whatsoever kind or nature and whether known or unknown, contingent or otherwise, just or unjust, groundless or foreseeable or otherwise arising or alleged to arise out of, or in any way related to the Lessee's performance of dewatering or any discharging at any portion of the Premises or the Airport or the use of the JFK SPDES Permit by the Lessee or of any other applicable permit, plan, authorization or permission. If so directed, the Lessee shall at its own expense defend any suit based upon the foregoing, and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(l) Payment and Performance Bond.

Prior to the commencement of any Construction Work, the Lessee shall procure from each General Contractor, and cause to be delivered to the Port Authority, a payment and performance bond covering the applicable portion of the Construction Work to be performed by such General Contractor (a "**Bond**") in such form as has been approved in advance in form and substance by the Port Authority in its sole discretion, whereby the Port Authority and the Lessee shall be listed as the payee, protecting the Port Authority and the Lessee from monetary risk

during, relating to or arising out of the Construction Work, and in all events each Bond shall be only with a surety listed in the Financial Management Service of the United States Department of the Treasury. Each Bond shall be in an amount equal to the entire contract price for the portion of the Construction Work to be performed by the General Contractor providing such Bond, and shall guarantee the full, faithful and prompt performance of and compliance with, on the part of such General Contractor, all of the terms, provisions, covenants and conditions of this Agreement relating to the portion of the Construction Work to be performed by such General Contractor, including without limitation the terms, provisions, covenants and conditions which relate to the Construction Work generally and the insurance, indemnity and environmental obligations associated therewith. Each Bond shall remain in effect in all respects through and after the Completion Date, and indefinitely until the applicable General Contractor fully satisfies its obligations relating to the portion of the Construction Work to be performed by such General Contractor. The existence of the Bond shall not limit or alter any other remedies of the Port Authority under this Agreement, and the Port Authority may from time to time and at any time elect to pursue (or not to pursue) its rights under any Bond without thereby limiting, voiding or relinquishing any of its other rights or remedies under this Agreement.

(m) Early Commencement.

The Lessee wishes to commence construction of portions of the Construction Work prior to the approval by the Port Authority of the Lessee's complete Contract Documents (other than Change Orders after the final approval of the plans and specifications by the Port Authority) and plans and specifications pursuant to paragraph (c) of this Section and the Port Authority has no objection thereto. The Lessee agrees that all such work shall be performed subject to and in accordance with the following terms and conditions:

(1) The performance by the Lessee of the work as aforesaid shall be at its sole risk and if for any reason the plans and specifications for the Construction Work are not

approved by the Port Authority (the Port Authority agrees that its review shall be consistent with the design assumptions of previously approved plans and specifications) or if the approval thereof calls for modifications or changes in the work undertaken by the Lessee, the Lessee shall, as directed by the Port Authority, either restore the area affected to the condition existing prior to the commencement of any such work or make such modifications and changes in any such work as may be required by the Port Authority.

(2) Nothing contained hereunder shall constitute a determination or indication by the Port Authority that the Lessee has complied with applicable Law, including but not limited to those of The City of New York, which may pertain to the work to be performed.

(3) The work shall be performed in accordance with and subject to the terms, indemnities and provisions of this Agreement covering the Construction Work and with the terms and conditions of any Construction Application approved by the Port Authority.

(n) Completion.

(1) When the Construction Work is substantially completed and ready for use, the Lessee shall advise the Port Authority to such effect and shall deliver to the Port Authority: [a] a certificate signed by an authorized officer of the Lessee certifying that the Construction Work has been constructed in accordance with the approved plans and specifications (including but not limited to all Change Orders) and the provisions of this Agreement and in compliance with all applicable Law; [b] a certificate signed and sealed on behalf of the Project Engineer by a New York State licensed architect on its staff certifying that the approved plans and specifications (including but not limited to all Change Orders) are in compliance with all applicable Law; and [c] a certificate signed and sealed on behalf of the Project Engineer by a New York State licensed engineer on its staff certifying that the Construction Work has been constructed in accordance with the approved plans and specifications (including but not limited to all Change Orders). Thereafter, the Port

Authority shall promptly commence inspection of the Construction Work and if the same has been completed as certified by the Lessee and on behalf of the Project Engineer by a licensed architect or engineer on its staff, a certificate to such effect shall be delivered to the Lessee, subject to the condition that all risks thereafter with respect to the construction and installation of the same and any liability therefor for negligence or other reason shall be borne by the Lessee. Subject to paragraph (o) of this Section, entitled "Partial Completion", the Lessee shall not use or permit the use of the Construction Work or any portion thereof for the purposes set forth in this Agreement until such certificate is received from the Port Authority.

(2) "**Completion Date**" shall mean the date appearing on the certificate issued by the Port Authority pursuant to subparagraph (1) of this paragraph (n) after the completion of the Construction Work.

(3) *As-Builts*.

The Lessee agrees that it shall deliver to the Port Authority upon completion of the 2010 Expansion Project two (2) sets of "as built" drawings of the Construction Work in an electronic CADD data file in a format to be designated by the Port Authority, all of which shall conform to the specifications of the Port Authority (the receipt of a copy of said specifications prior to the execution of this Agreement being hereby acknowledged by the Lessee), together with two (2) complete hard copies of such drawings, all engineering reports, engineering analysis, boring logs, survey information and engineering design calculations and operation and maintenance manuals in a comprehensive, coordinated package. The Lessee shall during the term of this Agreement maintain, and provide to the Port Authority upon request, a set of Construction Documents current showing thereon any changes or modifications which have been made.

(o) Partial Completion.

Notwithstanding the provisions of the foregoing paragraph (n), entitled "Completion", when a discrete, integral and material portion of the Construction Work is substantially completed

or is properly usable, the Lessee may advise the Port Authority to such effect and may deliver to the Port Authority: [a] a certificate signed by an authorized officer of the Lessee certifying that such portion of the Construction Work has been constructed in accordance with the approved plans and specifications (including but not limited to all Change Orders) and the provisions of this Agreement and in compliance with all applicable Law; [b] a certificate signed and sealed on behalf of the Project Engineer by a New York State licensed architect on its staff certifying that the approved plans and specifications (including but not limited to all Change Orders) are in compliance with all applicable Laws; and [c] a certificate signed and sealed on behalf of the Project Engineer by a New York State licensed engineer on its staff certifying that such portion of the Construction Work has been constructed in accordance with the approved plans and specifications (including but not limited to all Change Orders). The Lessee shall also certify that such portion of the Construction Work can be properly used even though the Construction Work has not been completed and that the Lessee desires such use. The Port Authority may permit the Lessee to use such portion for the purpose set forth in this Agreement taking into consideration that one purpose of the construction staging and scheduling is to permit the continuous operation of the Premises as an air terminal facility and to minimize disruption to passengers, tenant airlines and concessionaires while proceeding as promptly as possible to completion of the construction of the 2010 Expansion Project. Accordingly, the Port Authority shall take into consideration the said purpose in reviewing any request by the Lessee for the issuance of a certificate to the Lessee with respect to each discrete, integral and material portion of the Construction Work permitting the Lessee to use such portion thereof for the purposes set forth in this Agreement. In the event the Port Authority issues such certificate, the Lessee may use such discrete, integral and material portion subject to the condition that all risks thereafter with respect to the construction and installation of the same and any liability therefor for negligence or other reason shall be

borne by the Lessee, and subject to the risks as set forth above in paragraph (m) of this Section, entitled "Early Commencement, in the event that the Port Authority shall not have then approved the complete plans and specifications for the Construction Work.

(p) Audit by Port Authority.

In addition to and without limiting any other term or provision of this Agreement, the Port Authority shall have the right from time to time and at any time by its agents, employees and representatives to audit and inspect during regular business hours the books, records and other data of the Lessee and its General Contractor relating to the costs of the Construction Work for the 2010 Expansion Project, or any other portion thereof, and any and all invoices covering or relating to the Construction Work, or any portion thereof; it being understood that the Port Authority shall not be bound by any prior audit connected with it. The Lessee agrees to keep such books, records and other data within the Port of New York District, but the Lessee shall not be required to maintain any of such books, records and other data for more than seven (7) years after the Completion Date.

(q) "Future Project".

The Lessee acknowledges that the 2010 Expansion Project is a "Future Project" undertaken by the Lessee without a "Future Work Remediation Supplement", both as defined in Section 42(d) hereof, and that the Lessee is, accordingly, responsible for the performance, payment and costs of any and all of the environmental remediation for or in connection with the 2010 Expansion Project. The Lessee specifically acknowledges, without limitation as to the generality of the foregoing, that it is responsible for the performance, payment and costs of any and all environmental remediation relating to the portion of the Premises known as the "Triangle Parcel", whether such environmental remediation is performed in connection with the 2010 Expansion Project or otherwise. The costs of all environmental remediation for or in connection with the 2010 Expansion Project, except to the extent payable by Delta as "Assumed Environmental Damages" pursuant to the ATA, shall

constitute Permitted O&M Expenses hereunder. Nothing in the foregoing shall limit any rights or remedies the Lessee (or Delta) may have against any entities that are not parties to this Agreement.

(r) Certain Definitions.

(1) In this Section 18A, the defined terms "Comprehensive Plan", "Construction Work" "Completion Date", "General Contractor", "Project Engineer" and "Construction Application" shall refer only to the 2010 Expansion Project; elsewhere in this Agreement, such defined terms, and the defined term "Project" shall refer to the project described in Section 18 or the 2010 Expansion Project, or both, according to the context. By way of example and not as a limitation of the foregoing, "Construction Work" in Section 38(I)(d), relating to the requirement for builder's risk insurance, shall refer to the 2010 Expansion Project as well as the project described in Section 18, while "Construction Work" in Section 39(d), entitled "*Damage to Existing IAB*", shall refer only to the project described in Section 18.

(2) References to "Section 18" in this Agreement (other than references contained within Section 18 itself and any such references in Sections 42(b)(ii), (b)(iii), (b)(iv)(4), (c), (d), (g) and (o) and Section 60(k)) shall be deemed also to refer to this Section 18A, as applicable, and related references to the various subsections and clauses of "Section 18" shall be deemed also to refer to the corresponding subsections and clauses of this Section 18A, it being understood and agreed that such corresponding subsections and clauses may bear different subsection or clause headings and, therefore, the substance of such corresponding subsections and clauses shall be the primary consideration when determining whether any such corresponding subsection or clause exists in this Section 18A."

(b) *Replacement of Exhibit E.*

Exhibit E to the Lease is hereby deleted, and the "Exhibit E" attached to this Fifth Supplemental Agreement is hereby substituted in its

place.

8. Amendment and Restatement of Section 21 of the Lease

Section 21 of the Lease, entitled "*Additions to Gross Revenue*", is hereby amended and restated in its entirety to read as follows:

"Section 21. Additions to Gross Revenue

(a) Without limiting any of the requirements for Port Authority approval under this Agreement, if the Lessee conducts any service, operation or any other activity under this Agreement through the use of a contractor which is not a Port Authority permittee when another contractor holds a permit from the Port Authority covering such service, operation or activity and where the payments for any of the foregoing are made to such contractor rather than to the Lessee, there shall be included in Gross Revenues hereunder a sum equal to the fee otherwise payable to the Port Authority by the contractor.

(b) (1) No Designated Affiliate shall receive any revenue from activities arising out of Project Operations other than through a distribution of Lessee Unrestricted Funds. Notwithstanding the prohibition contained in the previous sentence, any such prohibited revenue received by any Designated Affiliate shall be included in Gross Revenues.

(2) Notwithstanding the foregoing subparagraph (1), Delta or an Affiliate of Delta may, as a Port Authority permittee, perform activities constituting Project Operations at the Premises, provided that the compensation received from the Lessee by Delta and any such Affiliate in connection with the performance of such activities shall not exceed the fair market value of such activities, and provided, further, that Delta or any such Affiliate, as the case may be, shall pay to the Lessee, to be included in Gross Revenues, the amount of the Port Authority permit fee payable in connection with the performance of such activities (as determined by Port Authority policy); revenues received by Delta or any such Affiliate in connection with such activities

shall not be included in Gross Revenues.

(c) The Lessee shall not provide any goods or services to any Designated Affiliate except (x) in connection with its obligations as Terminal 3 Hardstand Manager, (y) as authorized pursuant to Section 6(d) or (z) as a distribution of Lessee Unrestricted Funds. Notwithstanding the prohibition contained in the foregoing sentence, the fair market value of any such goods or services shall be includible in Gross Revenues and no associated expense shall constitute a Permitted O&M Expense. Notwithstanding the foregoing, the Lessee may provide services to Delta or any Affiliate of Delta pursuant to the ATA or any other Airline Sublease, provided, that the revenues received by the Lessee as compensation for such services shall be not less than the fair market value of such services, provided, further, that compensation that is consistent with the Lessee's customary business practices and does not favor Delta and its Affiliates over other Airline Sublessees shall be deemed to be at fair market value; and provided, further, that there shall be included in Gross Revenues the greater of (x) the actual amount of such compensation and (y) the fair market value of such services. It is understood that the foregoing provisions shall not apply to Delta's payment of rent to the Lessee pursuant to the ATA.

(d) "**Designated Affiliate**" shall mean any Designated Entity and any Affiliate thereof."

9. Amendment to Section 22 of the Lease

Section 22 of the Lease, entitled "*Project Financing*", is hereby amended as follows:

(a) *Amendment to Paragraph (b).*

Paragraph (b)(i) of Section 22 is amended and restated as follows:

"(i) The Lessee and the Port Authority each agree to promptly execute and deliver all consents, agreements, statements and other documents as may be deemed necessary or desirable from time to time from either the Port Authority or the Lessee in connection with the preparation, sale and delivery, or the refunding,

Pursuant to Section 16 of the Port Authority Financing Consent and Agreement, MBIA, as deemed owner of a principal amount of the Series 6 Bonds equal to the amount of the Insured Bonds, has consented to the execution and delivery by the Trustee of the Fourth Supplemental Trust Administration Agreement, including the Amended and Restated Appendix A thereto.

JFK International Air Terminal LLC

By: _____
Name: David A. Sigman
Title: Executive Committee Member

Pursuant to Section 16 of the Port Authority Financing Consent and Agreement, MBIA, as deemed owner of a principal amount of the Series 6 Bonds equal to the amount of the Insured Bonds, has consented to the execution and delivery by the Trustee of the Fourth Supplemental Trust Administration Agreement, including the Amended and Restated Appendix A thereto.

JFK International Air Terminal LLC

By: _____
Name: David A. Sigman
Title: Executive Committee Member

Opinion of Deboise & Plimpton
to Section 8(b)

DEBEVOISE & PLIMPTON LLP

919 Third Avenue
New York, NY 10022
Tel 212 909 6000
Fax 212 909 6836
www.debevoise.com

December 6, 2006

Board of Commissioners
The Port Authority of New York
and New Jersey

The Bank of New York, as Trustee

MBIA Insurance Corporation

Ladies and Gentlemen:

We have acted as special counsel to JFK International Air Terminal LLC, a New York limited liability company (the "*Company*"), in connection with (*a*) the Supplemental Lease Agreement No. 1 (the "*Supplemental Lease Agreement No. 1*"), dated as of August 10, 2001, between the Company and The Port Authority of New York and New Jersey (the "*Port Authority*"), (*b*) the Supplemental Lease Agreement No. 2 (the "*Supplemental Lease Agreement No. 2*"), dated as of December 20, 2002, between the Company and the Port Authority, (*c*) the Supplemental Lease Agreement No. 3 (the "*Supplemental Lease Agreement No. 3*"), dated as of January 1, 2004, between the Company and the Port Authority, (*d*) the Supplemental Lease Agreement No. 4 (the "*Supplemental Lease Agreement No. 4*"), dated as of December 1, 2004, between the Company and the Port Authority, (*e*) the First Supplemental Trust Administration Agreement (the "*First Supplemental Trust Administration Agreement*"), dated as of August 10, 2001, between the Company and The Bank of New York, as trustee (the "*Trustee*"), (*f*) the Second Supplemental Trust Administration Agreement (the "*Second Supplemental Trust Administration Agreement*"), dated as of December 20, 2002, (*g*) the Third Supplemental Trust Administration Agreement (the "*Third Supplemental Trust Administration Agreement*"), dated as of January 1, 2004, (*h*) the Fourth Supplemental Trust Administration Agreement (the "*Fourth Supplemental Trust Administration Agreement*"), dated as of December 1, 2004, between the Company and the Trustee, (*i*) the Second Leasehold Mortgage (the "*Second Leasehold Mortgage*"), dated as of August 10, 2001, between the Company and the Port Authority, (*j*) the First Supplemental Agreement to the Second Leasehold Mortgage (the "*First Supplemental Agreement to Second Leasehold Mortgage*"), dated as of December 20, 2002, between

the Company and the Port Authority, (*k*) the Second Supplemental Agreement to the Second Leasehold Mortgage (the "*Second Supplemental Agreement to Second Leasehold Mortgage*"), dated as of May 31, 2004, between the Company and the Port Authority, and (*l*) the Third Supplemental Agreement to the Second Leasehold Mortgage (the "*Third Supplemental Agreement to Second Leasehold Mortgage*"), dated as of December 1, 2004, between the Company and the Port Authority.

This opinion is being delivered to you pursuant to paragraph 18(e) of Supplemental Lease Agreement No. 4. Capitalized terms not otherwise defined shall have the respective meanings given to such terms in Supplemental Lease Agreement No. 4.

In arriving at the opinions expressed below,

(a) we have reviewed (*i*) the (*A*) Supplemental Lease Agreement No. 4, (*B*) Fourth Supplemental Trust Administration Agreement and (*C*) Third Supplemental Agreement to the Second Leasehold Mortgage (collectively the "*Transactional Documents*") and (*ii*) the MBIA Consent letter, dated December 6, 2006, from MBIA Insurance Corporation to the Trustee and the Port Authority (the "*MBIA Consent Letter*"), the Lease, the Leasehold Mortgage, the Trust Administration Agreement, the Supplemental Lease Agreement No. 1, the Second Leasehold Mortgage, the First Supplemental Trust Administration Agreement, the Supplemental Lease Agreement No. 2, the First Supplemental Agreement to Second Leasehold Mortgage, the Second Supplemental Trust Administration Agreement, the Supplemental Lease Agreement No. 3, the Second Supplemental Agreement to Second Leasehold Mortgage, the Third Supplemental Trust Administration Agreement and the Port Authority Financing Consent and Agreement;

(b) we have examined and relied on such documents and records of the Company and such other instruments and certificates of (*i*) public officials, and (*ii*) officers and representatives of the Company, including the Officer Certificate of the Company (delivered pursuant to paragraph 18(a) of Supplemental Lease Agreement No. 4), as we have deemed necessary or appropriate for the purposes of this opinion;

(c) we have examined and relied upon the representations and warranties as to factual matters contained in or made pursuant to the Transactional Documents; and

(d) we have made such investigations of law as we have deemed appropriate as a basis for this opinion.

In rendering the opinions expressed below, we have assumed, with your permission, without independent investigation or inquiry, (*a*) the authenticity of all documents submitted to us as originals, (*b*) the genuineness of all signatures (other than

that of the Company) on all documents that we examined, (*c*) the conformity to authentic originals of documents submitted to us as certified, conformed or photostatic copies, and (*d*) the due authorization, execution and delivery of the Transactional Documents by each party to each such agreement (other than the Company).

Based upon and subject to the foregoing and the qualifications hereinafter set forth, we are of the opinion that:

(1) Existence. The Company is validly existing as a limited liability company under the laws of the State of New York.

(2) Power and Authority of Company, etc. The Company has all requisite power under New York law to execute, deliver and perform the Transactional Documents. The Company has taken all action required under New York law and its Amended and Restated Operating Agreement, dated December 16, 1996, among LCOR JFK Airport, L.L.C., Schiphol USA Inc., and Lehman JFK LLC (as the same may have been amended from time to time), for the authorization, execution, delivery and performance of the Transactional Documents.

(3) Enforceability, etc. Each of the Transactional Documents has been duly executed and delivered on behalf of the Company and, subject to the satisfaction of the condition precedent set forth in paragraph 18(c) of Supplemental Lease Agreement No. 4, constitutes a valid and binding obligation of the Company enforceable against the Company in accordance with its terms.

(4) No Violation, etc. The execution, delivery and performance by the Company of the Transactional Documents do not (*i*) violate any Federal or New York State law or regulation applicable to the Company, or (*ii*) constitute a breach of, or result in a default under, the provisions of any material agreement or other material instrument known to us to which the Company is a party or to which any of its properties is subject.

(5) The Trustee. Pursuant to the Financing Documents (as defined in the Trust Administration Agreement, as amended), and the MBIA Consent Letter, the Trustee is authorized to execute the Fourth Supplemental Trust Administration Agreement.

* * *

Our opinions set forth above are subject to (*i*) bankruptcy, insolvency, fraudulent conveyance, fraudulent transfer, reorganization, moratorium and other similar laws relating to or affecting creditors' rights or remedies generally, (*ii*) general equitable principles (whether considered in a proceeding in equity or at law) and (*iii*) an implied covenant of good faith, reasonableness and fair dealing. In addition, applicable state laws and interpretations may affect the validity or enforceability of certain remedies provided

for in the Transactional Documents, but such limitations do not, in our opinion, make the remedies provided for therein inadequate for the practical realization of the rights and benefits intended to be provided thereby (subject to the other qualifications expressed herein).

We express no opinion as to the laws of any jurisdiction other than the laws of the State of New York and those Federal laws of the United States of America which, in our experience, are generally applicable to transactions of this type. We have assumed, with your permission, that the execution and delivery of the Transactional Documents by each party to each such agreement (other than the Company) and the performance of such party's obligations thereunder will not violate any fundamental public policy under applicable law (other than the laws of the State of New York and Federal laws of the United States of America).

* * *

The opinions expressed herein are solely for your benefit and, without our prior consent, neither our opinion nor this opinion letter may be furnished or disclosed to or relied upon by any other person.

Very truly yours,

Debevoise & Plimpton LLP

Officer's Certificate
certifying to matters
specified in Section 18(a)

OFFICER'S CERTIFICATE

JFK INTERNATIONAL AIR TERMINAL LLC

I, David A. Sigman, do hereby certify that I am an Executive Committee Member and an Authorized Representative of JFK International Air Terminal LLC, a New York limited liability company (the "Company"), and that as such I am authorized to execute this certificate on behalf of the Company.

Pursuant to Section 18(a) of the Supplemental Lease Agreement No. 4, dated as of December 1, 2004, between the Company and The Port Authority of New York and New Jersey (the "Supplemental Lease Agreement No. 4"), I further certify that, as of December 1, 2004, (capitalized terms not otherwise defined shall have the respective meanings given to such terms in the Supplemental Lease Agreement No. 4):

(a) No events that would constitute Aggregate Payment Obligation Events of Default have occurred and are continuing.

(b) The Company has met and will continue to take all action necessary to meet all of its obligations under the Financing Documents.

I further certify that, as of the date hereof, the execution and delivery of, and performance by, each of the parties to (i) the Supplemental Lease Agreement No. 4, (ii) the Third Supplemental Agreement to Second Leasehold Mortgage, dated as of December 1, 2004, and (iii) the Fourth Supplemental Trust Administration Agreement, dated as of December 1, 2004, between the Company and the Bank of New York, as trustee (the "Trustee"), and the consummation of the transactions contemplated in each such document will not have a material adverse effect on the holders of the Series 6 Bonds (as such term defined in the Trust Administration Agreement, dated May 13, 1997, between the Company and the Trustee).

IN WITNESS WHEREOF, I have hereunto signed my name as of the 1st day of December 2004.

JFK INTERNATIONAL AIR TERMINAL LLC

By: _____
Name: David A. Sigman
Title: Executive Committee Member

Joint Resolution of
Members & Executive
Committee of JFKIAT

JFK INTERNATIONAL AIR TERMINAL LLC
JOINT RESOLUTIONS OF MEMBERS AND EXECUTIVE COMMITTEE

The undersigned, being all of the members (the "Members") and a quorum of the members of the Executive Committee (the "Executive Committee") of JFK International Air Terminal LLC (the "Company"), a New York limited liability company, hereby consent pursuant to Sections 9.3 and 5.4.2 of the Operating Agreement of the Company, as amended, to the action of the Members and the Executive Committee in adopting the following resolutions effective as of the 1st day of December, 2004:

RESOLVED that the Company enter into an agreement, entitled Supplemental Lease Agreement No. 4 (the "Supplemental Lease Agreement No. 4"), with The Port Authority of New York and New Jersey (the "Port Authority"), dated as of December 1, 2004, substantially in the form previously circulated to the Members and the Executive Committee, supplementing and amending the Agreement of Lease, No. AYC-685, effective as of May 13, 1997, between the Port Authority, as lessor, and the Company, as lessee (the "Original Lease"), as previously supplemented by Supplemental Lease Agreement No. 1, dated as of August 10, 2001, between the Port Authority and the Company (the "Supplemental Lease Agreement No. 1"), Supplemental Lease Agreement No. 2, dated as of December 20, 2002, between the Port Authority and the Company (the "Supplemental Lease Agreement No. 2") and Supplemental Lease Agreement No. 3, dated as of January 1, 2004, between the Port Authority and the Company (the "Supplemental Lease Agreement No. 3"; the Original Lease as supplemented and amended by the Supplemental Lease Agreement No. 1, the Supplemental Lease Agreement No. 2, the Supplemental Lease Agreement No. 3 and the Supplemental Lease Agreement No. 4 being herein called the "Lease"), *provided* that the Company shall have obtained any and all necessary consents from representatives of the holders of the Port Authority's Series 6 Special Project Bonds.

FURTHER RESOLVED that, in connection with the foregoing, the Company enter into a Fourth Supplemental Trust Administration Agreement, a Third Supplemental Agreement to Second Leasehold Mortgage and such other documents and instruments as may be necessary or appropriate in connection with or to implement the Supplemental Lease Agreement No. 4 and such other named documents, or in furtherance of the purposes thereof.

FURTHER RESOLVED that the forms of the Supplemental Lease Agreement No. 4, the Fourth Supplemental Trust Administration Agreement and the Third Supplemental Agreement to Second Leasehold Mortgage previously circulated to the Members and the Executive Committee be and hereby are approved, that the Executive Committee be and hereby is authorized to execute and deliver such documents, with such changes, if any, as the Executive Committee may by its execution thereof approve, and

that the other documents and instruments referred to above may be executed and delivered by any Executive Committee Member or any General Manager of the Company.

FURTHER RESOLVED that the Executive Committee be and hereby is authorized to take such other action as shall be necessary or appropriate to implement the foregoing resolutions, or the intent thereof.

IN WITNESS WHEREOF, the *(i)* undersigned Members have executed these resolutions by their Authorized Representatives and *(ii)* undersigned Executive Committee Members have executed these resolutions.

SCHIPHOL USA LLC

By:_____
Jacques R.J. Greitemann
Authorized Representative
Executive Committee Member

LCOR J.F.K. Airport, L.L.C.

By:_____
David A. Sigman
Authorized Representative
Executive Committee Member

LEHMAN JFK LLC

By:_____
Christopher McKenna
Authorized Representative
Executive Committee Member

IN WITNESS WHEREOF, the *(i)* undersigned Members have executed these resolutions by their Authorized Representatives and *(ii)* undersigned Executive Committee Members have executed these resolutions.

SCHIPHOL USA LLC

By:_____
Jacques R.J. Greitemann
Authorized Representative
Executive Committee Member

LCOR J.F.K. Airport, L.L.C.

By:_____
David A. Sigman
Authorized Representative
Executive Committee Member

LEHMAN JFK LLC

By:_____
Christopher McKenna
Authorized Representative
Executive Committee Member

IN WITNESS WHEREOF, the *(i)* undersigned Members have executed these resolutions by their Authorized Representatives and *(ii)* undersigned Executive Committee Members have executed these resolutions.

SCHIPHOL USA LLC

By:_____
Jacques R.J. Greitemann
Authorized Representative
Executive Committee Member

LCOR J.F.K. Airport, L.L.C.

By:_____
David A. Sigman
Authorized Representative
Executive Committee Member

LEHMAN JFK LLC

By:_____
Christopher McKenna
Authorized Representative
Executive Committee Member

Incumbency Certificate

Closing Document 5.3

JFK INTERNATIONAL AIR TERMINAL LLC

Certificate of Authorized Representative

I, David A. Sigman, do hereby certify that I am an Executive Committee Member and an Authorized Representative of JFK International Air Terminal LLC, a New York limited liability company (the "Company"), and that as such I am authorized to execute this certificate on behalf of the Company.

I further certify that the following persons are either (i) duly elected, qualified and acting officers of the Company and were duly elected, qualified and acting officers of the Company as of December 1, 2004, or (ii) otherwise authorized to execute documents in the name of the Company and were otherwise authorized to execute documents in the name of the Company effective as of December 1, 2004, as specified below, and the signature of each such person appearing opposite his or her name below is his or her genuine signature or a true facsimile thereof.

Name	Title	Signature
Steven B. Callahan	Duly Authorized Delegate of Jacques R. J. Greitemann, Executive Committee Member	

IN WITNESS WHEREOF, I have hereunto signed my name as of the 1st day of December, 2004.

JFK INTERNATIONAL AIR TERMINAL LLC

By: _____
Name: David A. Sigman
Title: Executive Committee Member

22343509

Closing Document 5.3

JFK INTERNATIONAL AIR TERMINAL LLC

Certificate of Authorized Representative

I, David A. Sigman, do hereby certify that I am an Executive Committee Member and an Authorized Representative of JFK International Air Terminal LLC, a New York limited liability company (the "Company"), and that as such I am authorized to execute this certificate on behalf of the Company.

I further certify that the following persons are either (i) duly elected, qualified and acting officers of the Company and were duly elected, qualified and acting officers of the Company as of December 1, 2004, or (ii) otherwise authorized to execute documents in the name of the Company and were otherwise authorized to execute documents in the name of the Company effective as of December 1, 2004, as specified below, and the signature of each such person appearing opposite his or her name below is his or her genuine signature or a true facsimile thereof.

Name	Title	Signature
Steven B. Callahan	Duly Authorized Delegate of Jacques R. J. Greitemann, Executive Committee Member	

IN WITNESS WHEREOF, I have hereunto signed my name as of the 1st day of December, 2004.

JFK INTERNATIONAL AIR TERMINAL LLC

By:_____
Name: David A. Sigman
Title: Executive Committee Member

I, Christopher McKenna , hereby certify that I am the duly appointed and qualified Authorized Representative of the Company, and do hereby further certify that David A. Sigman is a duly appointed, qualified and acting authorized representative of the Company, and that the signature appearing above is his genuine signature.

IN WITNESS WHEREOF, I have hereunto signed my name as of the 1st day of December, 2004.

Name: Christopher McKenna
Title: Executive Committee Member

Closing Document 5.3

JFK INTERNATIONAL AIR TERMINAL LLC

Certificate of Authorized Representative

I, Peter D. Lulla, do hereby certify that I am an Executive Committee Member and an Authorized Representative of JFK International Air Terminal LLC, a New York limited liability company (the "Company"), and that as such I am authorized to execute this certificate on behalf of the Company.

I further certify that the following persons are either (i) duly elected, qualified and acting officers of the Company and were duly elected, qualified and acting officers of the Company as of December 1, 2004, or (ii) otherwise authorized to execute documents in the name of the Company, and were otherwise authorized to execute documents in the name of the Company effective as of December 1, 2004, as specified below, and the signature of each such person appearing opposite his or her name below is his or her genuine signature or a true facsimile thereof.

Name	Title	Signature
Jacques R.J. Greitemann	Executive Committee Member	
David A. Sigman	Executive Committee Member	
Christopher McKenna	Executive Committee Member	

IN WITNESS WHEREOF, I have hereunto signed my name as of the 1st day of December 2004.

JFK INTERNATIONAL AIR TERMINAL LLC

By: _____
Name: Peter P. D'Lulla
Title: Executive Committee Member

22337151

Closing Document 5.3

JFK INTERNATIONAL AIR TERMINAL LLC

Certificate of Authorized Representative

I, Peter DiLollo, do hereby certify that I am an Executive Committee Member and an Authorized Representative of JFK International Air Terminal LLC, a New York limited liability company (the "Company"), and that as such I am authorized to execute this certificate on behalf of the Company.

I further certify that the following persons are either (i) duly elected, qualified and acting officers of the Company and were duly elected, qualified and acting officers of the Company as of December 1, 2004, or (ii) otherwise authorized to execute documents in the name of the Company, and were otherwise authorized to execute documents in the name of the Company effective as of December 1, 2004, as specified below, and the signature of each such person appearing opposite his or her name below is his or her genuine signature or a true facsimile thereof.

Name	Title	Signature
Jacques R.J. Greitemann	Executive Committee Member	
David A. Sigman	Executive Committee Member	
Christopher McKenna	Executive Committee Member	

IN WITNESS WHEREOF, I have hereunto signed my name as of the 1st day of December 2004.

JFK INTERNATIONAL AIR TERMINAL LLC

By: _____
Name: Peter P. DiLollo
Title: Executive Committee Member

22337151

Closing Document 5.3

JFK INTERNATIONAL AIR TERMINAL LLC

Certificate of Authorized Representative

I, Peter DiLullo, do hereby certify that I am an Executive Committee Member and an Authorized Representative of JFK International Air Terminal LLC, a New York limited liability company (the "Company"), and that as such I am authorized to execute this certificate on behalf of the Company.

I further certify that the following persons are either (i) duly elected, qualified and acting officers of the Company and were duly elected, qualified and acting officers of the Company as of December 1, 2004, or (ii) otherwise authorized to execute documents in the name of the Company, and were otherwise authorized to execute documents in the name of the Company effective as of December 1, 2004, as specified below, and the signature of each such person appearing opposite his or her name below is his or her genuine signature or a true facsimile thereof.

Name	Title	Signature
Jacques R.J. Greitemann	Executive Committee Member	
David A. Sigman	Executive Committee Member	
Christopher McKenna	Executive Committee Member	

IN WITNESS WHEREOF, I have hereunto signed my name as of the 1st day of December 2004.

JFK INTERNATIONAL AIR TERMINAL LLC

By: _____

Name: Peter P. DiLullo

Title: Executive Committee Member

22337151

I, David A. Sigman, hereby certify that I am the duly appointed and qualified Authorized Representative of the Company, and do hereby further certify that Peter DiLullo is a duly appointed, qualified and acting authorized representative of the Company, and that the signature appearing above is his genuine signature.

IN WITNESS WHEREOF, I have hereunto signed my name as of the 1st day of December 2004.

Name: David A. Sigman
Title: Executive Committee Member

Certificate of Secretary of State
of NY dated 11/24/06

State of New York
Department of State } ss:

I hereby certify, that JFK INTERNATIONAL AIR TERMINAL LLC a NEW YORK Limited Liability Company filed Articles of Organization pursuant to the Limited Liability Company Law on 11/05/1996, and that the Limited Liability Company is existing so far as shown by the records of the Department. I further certify the following:

An Affidavit of Publication of JFK INTERNATIONAL AIR TERMINAL LLC was filed on 02/14/1997.

An Affidavit of Publication of JFK INTERNATIONAL AIR TERMINAL LLC was filed on 02/14/1997.

A Certificate of Amendment was filed on 04/11/1997.

A Certificate of Change was filed on 12/20/1999.

A Biennial Statement was filed 08/08/2001.

A Biennial Statement was filed 11/04/2002.

A Biennial Statement was filed 11/18/2004.

A Biennial Statement was filed 11/06/2006.

I further certify, that no other documents have been filed by such Limited Liability Company.

STATE OF NEW YORK ★ DEPARTMENT OF STATE ★ EXCELSIOR

***

Witness my hand and the official seal of the Department of State at the City of Albany, this 24th day of November two thousand and six.

Daniel Shapiro
Special Deputy Secretary of State

200611270418 * 07

State of New York } ss:
Department of State }

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

Witness my hand and seal of the Department of State on **November 24, 2006**

Special Deputy Secretary of State

DOS-1266 (Rev. 11/05)

991220001043

CERTIFICATE OF CHANGE
OF

JFK INTERNATIONAL AIR TERMINAL LLC

Under Section 211-A of the Limited Liability Company Law

1. The name of the limited liability company is JFK INTERNATIONAL AIR TERMINAL LLC.

   If applicable, the original name under which it was formed is

2. The date of filing of the original articles of organization by the Department of State is 11/5/96.

3. The address of C T Corporation System as the registered agent of said limited liability company is hereby changed from ~~C T CORPORATION SYSTEM, 1633 BROADWAY, NEW YORK, NY 10019~~ to 111 Eighth Avenue, New York, New York 10011.

4. The address to which the Secretary of State shall mail a copy of process in any action or proceeding against the limited liability company which may be served on him is hereby changed from c/o C T CORPORATION SYSTEM, 1633 BROADWAY, NEW YORK, NY 10019 to c/o C T Corporation System, 111 Eighth Avenue, New York, New York 10011.

5. Notice of the above changes was mailed to the limited liability company by C T Corporation System not less than 30 days prior to the date of delivery of this Certificate to the Department of State and such limited liability company has not objected thereto.

6. C T Corporation System is both the agent of such limited liability company to whose address the Secretary of State is required to mail copies of process and the registered agent of such limited liability company.

C T CORPORATION SYSTEM

By: Kenneth J. Uva

Kenneth J. Uva
Vice President

NY Domestic LLC – agent/process address

F 991220001043

E9 - DRAWDOWN

CERTIFICATE OF CHANGE
OF

JFK INTERNATIONAL AIR TERMINAL LLC

Under Section 211-A of the Limited Liability Company Law

STATE OF NEW YORK
DEPARTMENT OF STATE
DEC 20 1999
FILED
TAX $:
BY:

Filed by: C T CORPORATION SYSTEM
111 Eighth Avenue
New York, New York 10011

NY Domestic LLC - agent and/or process address

991220001103

2

State of New York }
Department of State } ss:

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

Witness my hand and seal of the Department of State on **November 24, 2006**

Special Deputy Secretary of State

DOS-1266 (Rev. 11/05)

CT-07 F970411000569

CERTIFICATE OF AMENDMENT

OF THE

ARTICLES OF ORGANIZATION

OF

JFK INTERNATIONAL AIR TERMINAL LLC

Under Section 211 of the Limited Liability Company Law
of the State of New York

FIRST: The name of the limited liability company is: JFK International Air Terminal LLC.

SECOND: The limited liability company filed its initial Articles of Organization on November 5, 1996.

THIRD: The Articles of Organization of the limited liability company are hereby amended as follows:

(i) ARTICLE SIXTH of the Articles of Organization of the limited liability company, which provides for the limited liability company to be managed by one or more of its members, is hereby eliminated.

(ii) A new ARTICLE SIXTH of the Articles of Organization of the limited liability company is hereby added and reads as follows: "Management of the limited liability company shall be vested in one or more classes of managers to the extent set forth in its operating agreement."

IN WITNESS WHEREOF, this amendment has been subscribed this 11th day of April, 1997 by the undersigned, who affirms that the statements made herein are true under the penalties of perjury.

Stephen Baum
Attorney in Fact for the Members of
JFK International Air Terminal LLC

20367386.01

CT-07 F 970411000569

CERTIFICATE OF AMENDMENT

OF THE

ARTICLES OF ORGANIZATION

OF

JFK INTERNATIONAL AIR TERMINAL LLC

UNDER SECTION 211 OF THE LIMITED LIABILITY COMPANY LAW
OF THE STATE OF NEW YORK

FILED
APR 11 2:15 PM '97

DEBEVOISE & PLIMPTON
875 THIRD AVENUE
NEW YORK, NY 10022

RECEIVED
APR 11 2:15

ICC

ICC

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED APR 11 1997
TAX $
BY: ICC

2

970411000580

State of New York }
Department of State } *ss:*

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

Witness my hand and seal of the Department of State on **November 24, 2006**

Special Deputy Secretary of State

DOS-1266 (Rev. 11/05)

CT-07

Proof of Publication

f 970214000670

STATE OF NEW YORK
SS
COUNTY OF QUEENS

TONY BARSAMIAN, being duly sworn, deposes and says: that he is and at the time of publication of the annexed printed notice

[redacted]

JFK International Air Terminal, LLC

PUBLISHED:

12/19, 26

1/2, 9, 16, 23

was the Principal Clerk of The Western Queens Gazette, a weekly newspaper, published in the County of Queens, State of New York, and that the notice of which the annexed is a true and printed copy, was published in the said newspapers.

TONY BARSAMIAN

(Signed)
Sworn to before me this 27 day of Jan, 1997

DENNIS XIKIS
Notary Public, State of New York
No. 41-[illegible]
Qualified in Queens County
Commission Expires May 31, 1999

1

CT-07

F970214000670

AFFIDAVIT OF PUBLICATION

FOR

JFK INTERNATIONAL AIR TERMINAL LLC

UNDER SECTION 206 OF THE LIMITED LIABILITY COMPANY LAW

Howe & Addington
Att: Betsy B. Silverman
450 Lexington Avenue
New York, NY 10017

1 CC

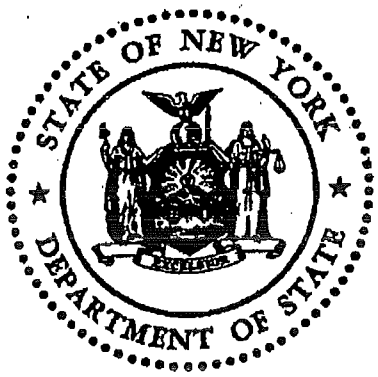
STATE OF NEW YORK
DEPARTMENT OF STATE
FILED FEB 14 1997
TAX $
BY:

2 970214000698

State of New York }
Department of State } *SS:*

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

Witness my hand and seal of the Department of State on **November 24, 2006**



Special Deputy Secretary of State

DOS-1266 (Rev. 11/05)

CT-07

AFFIDAVIT OF PUBLICATION

F 9702140006 69

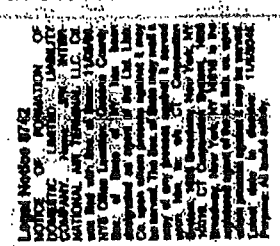
STATE OF NEW YORK)
) ss.:
COUNTY OF SUFFOLK)

Madeline Johansen of Newsday, Inc., ("Newsday") being duly sworn, says that such person is, and at the time of publication of the annexed Notice was, a duly authorized custodian of records of Newsday, the publisher of Newsday, a newspaper published in the Counties of Suffolk, Nassau, Queens, and elsewhere in the State of New York and other places, and that the Notice (a copy of which is annexed hereto), was published in the following editions/counties of Newsday, as indicated by a check in the box:

Nassau [ ]

Suffolk [ ]

Queens [M.J.]



once in each week for six consecutive weeks, on the following dates:

December 19, 26, 1996 January 2, 9, 16, 23, 1997

Madeline Johansen

Sworn to before me this
28th day of January, 1997

Catherine Pizzo
Notary Public

CATHERINE PIZZO
Notary Public, State of New York
No. 5004975
Qualified in Nassau County
Commission Expires November 30, 1998

c:affpub

CT-07

F970214000669

AFFIDAVIT OF PUBLICATION

FOR

JFK INTERNATIONAL AIR TERMINAL LLC

UNDER SECTION 206 OF THE LIMITED LIABILITY COMPANY LAW

Howe & Addington
Att: Betsy B. Silverman
450 Lexington Avenue
New York, NY 10017

1 cc

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED FEB 14 1997
TAX $ TLG

2

970214000696

State of New York }
Department of State } *ss:*

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

Witness my hand and seal of the Department of State on **November 24, 2006**

Special Deputy Secretary of State

DOS-1266 (Rev. 11/05)

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS ALBANY, NY 12231-0001

FILING RECEIPT F961105000419

ENTITY NAME : JFK INTERNATIONAL AIR TERMINAL LLC

DOCUMENT TYPE : RESERVATION (DOM LLC)

SERVICE COMPANY : CT CORPORATION SYSTEM SERVICE CODE 07

APPLICANT NAME : BETSY B. SILVERMAN

FILED: 10/23/1996 DURATION: 12/23/1996 CASH #: 961023000449 FILM #: 961023000436

ADDRESS FOR PROCESS

STATE OF NEW YORK DEPARTMENT OF STATE

REGISTERED AGENT

** SUBMIT RECEIPT WHEN FILING CERTIFICATE **

FILER	FEES	20.00	PAYMENTS	20.00
BETSY B. SILVERMAN	FILING	20.00	CASH	0.00
450 LEXINGTON AVENUE, SUITE 3800	TAX	0.00	CHECK	20.00
	CERT	0.00	BILLED	0.00
NEW YORK, NY 10017	COPIES	0.00		
	HANDLING	0.00		
			REFUND	0.00

DOS-1025 (11/89)

CT-07

961105041

ARTICLES OF ORGANIZATION

OF

JFK INTERNATIONAL AIR TERMINAL LLC

Under Section 203 of the Limited Liability Company Law
of the State of New York

FIRST: The name of the limited liability company is JFK International Air Terminal LLC.

SECOND: The county within this State in which the principal office of the limited liability company is to be located is Queens County.

THIRD: The latest date on which the limited liability company is to dissolve is November 5, 2046.

FOURTH: The Secretary of State is designated as the agent of the limited liability company upon whom process against it may be served. The post office address within this State to which the Secretary of State shall mail a copy of any process against JFK International Air Terminal LLC served upon him or her is c/o C T Corporation System, 1633 Broadway, New York, New York 10019.

FIFTH: C T Corporation System, 1633 Broadway, New York, New York 10019 shall be the registered agent for the limited liability company. Such registered agent shall be the agent of the limited liability company against whom process against the limited liability company may be served.

SIXTH: The limited liability company is to be managed by one or more members.

SEVENTH: These Articles of Organization shall be effective on filing.

IN WITNESS WHEREOF, this certificate has been subscribed this 7th day of November, 1996 by the undersigned, who affirms that the statements made herein are true under the penalties of perjury.

Name: B. S.
Capacity: Organizer

3807-1/

CT-07

961105000

ARTICLES OF ORGANIZATION OF

JFK INTERNATIONAL AIR TERMINAL LLC

UNDER SECTION 203 OF THE LIMITED LIABILITY COMPANY LAW

FILED
NOV 5 1 3 PM '96

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED NOV 5 1996
TAX $ 0

Anne L. Strassner
Howe & Addington, LLP
450 Lexington Avenue
New York, NY 10017

RECEIVED
NOV 5 12 09 PM '96

3

961105000 442

12/6 Opinion Ltr from Dorsey
to Whitney to the Port
Authority

DORSEY

December 6, 2006

The Port Authority of New York and New Jersey
225 Park Avenue South
New York, New York 10003

Re: John F. Kennedy International Airport
JFK International Air Terminal LLC
Agreement No. AYC-685

Ladies and Gentlemen:

This opinion is being provided to you on behalf The Bank of New York (the "Trustee") in connection with (i) the Third Supplemental Trust Administration Agreement, dated as of January 1, 2004 (the "Third Supplemental Trust Administration Agreement"), between the JFK International Air Terminal LLC ("JFK IAT") and the Trustee, with the consent of The Port Authority of New York and New Jersey ("the Port Authority") (ii) the Partial Release of Mortgaged Premises, dated December 6, 2006 (the "Release"), by the Trustee, and (iii) the Fourth Supplemental Trust Administration Agreement, dated as of December 1, 2004 (the "Fourth Supplemental Trust Administration Agreement" and, together with the Third Supplemental Trust Administration Agreement and the Release, the "Agreements"), between JFK IAT and the Trustee, with the consent of the Port Authority. This opinion, to be relied upon by you, is being given as to the validity of the Agreements and the authority of Miriam Moraca, Assistant Vice President, to have executed the Agreements on behalf of the Trustee.

The execution of the Agreements by Miriam Moraca, Assistant Vice President, on behalf of the Trustee, is valid and proper and meets all of the requirements of the jurisdiction and the corporate charter, by-laws and resolutions of the Trustee and each of the Agreements constitutes the valid and binding obligation of the Trustee enforceable against the Trustee in accordance with their respective terms. All governmental laws, rules, regulations, orders and directions have been complied with. All necessary permissions, approvals, consents and resolutions have been obtained.

Very truly yours,

Dorsey + Whitney LLP

THE PORT AUTHORITY OF NY & NJ

William R. DeCota
Director

December 28, 2006

JFK International Air Terminal LLC
John F. Kennedy International Airport
Terminal 4
Attn: General Manager
Jamaica, NY 11430

RE: JFK – CONFIRMATION OF RECORDATION OF CERTAIN RECORDABLE DOCUMENTS - LEASE NO. AYC-685 – SUPPLEMENTS NOS. 3 AND 4

To the General Manager of JFK International Air Terminal LLC:

As you know, JFK International Air Terminal LLC ("*JFKIAT*") and The Port Authority of New York and New Jersey (the "*Port Authority*") have heretofore entered into a certain agreement of lease on May 13, 1997 identified by the Port Authority Lease No. AYD-350 (the "*Lease*") covering certain premises at John F. Kennedy International Airport commonly known at "Terminal 4".

In connection with the execution of Supplemental Lease Agreements Nos. 3 and 4 to the Lease and related transactional documents (the "*Transactional Documents*"), the Port Authority and JFKIAT entered into a letter agreement (the "*Letter* Agreement") dated December 6, 2006 covering the arrangements with respect to the execution, delivery and release of the Transactional Documents.

This notice is being given to JFKIAT pursuant to the Letter Agreement to confirm that the Port Authority has received satisfactory evidence that Supplemental Lease Agreement No. 3, Supplemental Lease Agreement No. 4, the Second Supplemental Agreement to Second Leasehold Mortgage, the Third Supplemental Agreement to Second Leasehold Mortgage and the release in the form attached to Supplemental Lease Agreement No. 3 as Exhibit Y were recorded in the appropriate office of the City Register of The City of New York on December 18, 2006. Hence, the Transaction Documents are to be released effective as of December 18, 2006.

Sincerely,

David A. Kagan
Assistant Director of Aviation

225 Park Avenue South, 9th Floor
New York, NY 10003
T (212) 435-3703 F (212) 435-3833
wdecota@panynj.gov

FOR THE LESSEE

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

On the 5th day of December in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared, Christopher McKenn 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.

Maribel Ruiz SEAL

MARIBEL RUIZ
Notary Public, State of New York
No. 01RU6081733
Qualified in County of New York
Commission Expires October 8, 2010

FOR THE LESSEE

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

SEAL

On the day of in the year 2006, 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.

(notarial seal and stamp)

FOR THE PORT AUTHORITY

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

On the day of in the year 2006, 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.

_____
(notarial seal and stamp)

FOR THE LESSEE

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

On the 30th day of NOVEMBER in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared, DAVID A. SIGMAN 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.

SEAL

ROSA BARONE
NOTARY PUBLIC, State of New York
Reg. No. 01BA6117501
Qualified New York County
My Commission Expires October 25, 2008

SEAL

Rosa Barone
(notarial seal and stamp)

SEAL

FOR THE LESSEE

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

On the 5th day of December in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared Steven B. Callahan personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Duly Authorized Delegate of Jacques R. J. Greitemann, Executive Committee Member of the Lessee, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

SEAL

Ronald T. LoRusso
(notarial seal and stamp)

RONALD T. LORUSSO
Notary Public, State of New York
No. 02LO6142304
Qualified in New York County
Commission Expires March 15, 2010

SEAL

FOR THE PORT AUTHORITY

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

On the 6th day of December in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared David Yassky 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 SEAL
(notarial seal and stamp)

PEGGY M. SPINELLI
Notary Public, State of New York
No. 01SP6057870
Qualified In New York County
Commission Expires April 30, 2007

FOR THE LESSEE

SEAL

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

On the day of December in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared Steven B. Callahan, 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.

SEAL

_____
(notarial seal and stamp)

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Lease Agreement No. 3 to be signed by their duly authorized officers as of the date first written above.

ATTEST:

_____
Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By_____

(Title)_____

(Seal)

ATTEST:

_____
Secretary

JFK INTERNATIONAL AIR TERMINAL LLC

By_____

(Title) Executive Committee Member

ATTEST:

Secretary

JFK INTERNATIONAL AIR TERMINAL LLC

By_____

Christopher McKenna

(Title) Executive Committee Member

ATTEST:

_____
Secretary

JFK INTERNATIONAL AIR TERMINAL LLC

By_____

(Title) Executive Committee Member

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Lease Agreement No. 3 to be signed by their duly authorized officers as of the date first written above.

ATTEST:

_____
Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By_____

(Title)_____

(Seal)

ATTEST:

_____
Secretary

JFK INTERNATIONAL AIR TERMINAL LLC

By_____
David A. Sigman

(Title) Executive Committee Member

ATTEST:

_____
Secretary

JFK INTERNATIONAL AIR TERMINAL LLC

By_____

(Title) Executive Committee Member

ATTEST:

_____
Secretary

JFK INTERNATIONAL AIR TERMINAL LLC

By_____

(Title) Executive Committee Member

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Lease Agreement No. 3 to be signed by their duly authorized officers as of the date first written above.

ATTEST:

_____
Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By_____

(Title)_____

(Seal)

ATTEST:

_____
Secretary

JFK INTERNATIONAL AIR TERMINAL LLC

By_____

Name: Steven B. Callahan
(Title) Duly Authorized Delegate of Jacques R. J. Greitemann, Executive Committee Member

ATTEST:

_____
Secretary

JFK INTERNATIONAL AIR TERMINAL LLC

By_____

Name: David A. Sigman
(Title) Executive Committee Member

ATTEST:

_____
Secretary

JFK INTERNATIONAL AIR TERMINAL LLC

By_____

Name: Christopher McKenna
(Title) Executive Committee Member

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Lease Agreement No. 3 to be signed by their duly authorized officers as of the date first written above.

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By _____
DAVID KAGAN

(Title) ASSISTANT DIRECTOR

(Seal)

JFK INTERNATIONAL AIR TERMINAL LLC

By _____

Name: Steven B. Callahan
(Title) Duly Authorized Delegate of Jacques R. J. Greiteman, Executive Committee Member

JFK INTERNATIONAL AIR TERMINAL LLC

By _____

Name: David A. Sigman
(Title) Executive Committee Member

JFK INTERNATIONAL AIR TERMINAL LLC

By _____

Name: Christopher McKenna
(Title) Executive Committee Member

APPROVED
FORM TERMS

Section 10. Reserve Fund Credit Facility Fund.

A. Deposits. There shall be deposited to the Reserve Fund Credit Facility Fund:

1. The amounts required to be deposited therein from the Revenue Fund pursuant to Section 6(B)(4) hereof.

2. Such additional amounts as the Lessee may deliver to the Trustee for deposit therein.

B. Withdrawals and Transfers.

1. The Trustee shall transfer from the Reserve Fund Credit Facility Fund amounts required to be paid to the issuer of a Reserve Fund Credit Facility meeting the requirements of Section 6(B)(4)(b) hereof, which amounts shall be paid to or at the direction of such issuer of the Reserve Fund Credit Facility.

Section 11. Subordinated Payments and Lessee Reserve Fund.

A. Deposits. There shall be deposited in the Subordinated Payments and Lessee Reserve Fund:

1. The amounts required to be deposited therein from the Revenue Fund pursuant to Section 6(B)(9) hereof.

2. Such additional amounts as may be delivered to the Trustee for deposit therein.

B. Withdrawals and Transfers. The Trustee shall, at the direction of the Lessee, make disbursements from the Subordinated Payments and Lessee Reserve Fund:

1. To the Revenue Fund, to fund in accordance with the priorities set forth in Section 6(B) hereof, (a) any item of cost for which funds are permitted to be withdrawn from the Construction Fund, the Operation and Maintenance Expense Fund, the Bond Fund, the Debt Service Reserve Fund, the Reserve Fund Credit Facility Fund, the Section 148(f) Payment Fund, the Operation and Maintenance Reserve Fund, or the Major Maintenance and Renewal Fund and (b) the payment described in Section 6(B)(8) hereof.

2. To make Subordinated Fundings in accordance with the provisions of Section 8 of the Lease including, without limitation, Subordinated Fundings pursuant to Section 8(I)(c)(i)(5)(C) of the Lease as Section 8(I)(c) was amended and supplemented by Supplemental Lease Agreement No. 4.

Section 12. Capital Improvements Reserve Fund.

A. Deposits. There shall be deposited in the Capital Improvements Reserve Fund:

1. The amounts required to be deposited therein pursuant to Section 8(I)(c)(i)(1)(C) of the Lease as Section 8(I)(c) was amended and supplemented by Supplemental Lease Agreement No. 4.

2. From the Subordinated Payments and Lessee Reserve Fund, to the extent funds are available pursuant to Section 11(B)(2) hereof, an amount equal to the Capital Improvements Reserve Fund Requirement.

3. Such additional amounts as may be delivered to the Trustee for deposit therein.

B. Withdrawals and Transfers.

1. The Trustee shall make disbursements from the Capital Improvements Reserve Fund for costs of repairing or replacing portions of the Project (to the extent such costs and items to be repaired or replaced have not otherwise been paid from the Operation and Maintenance Expense Fund) in accordance with a Requisition Certificate supplied by the Lessee in substantially the form set forth in Section 2(B)(1) hereof, except that each reference in that section to "Construction Fund" and "Project Costs" shall be replaced with "Capital Improvements Reserve Fund" and "costs", respectively, and the certification of the Lessee set forth in clause (vii) of Section 2(B)(1) shall not be required.

2. If on any date on which transfers are required to be made from the Revenue Fund to the Section 148(f) Payment Fund, the Operation and Maintenance Expense Fund, the Bond Fund, the Debt Service Reserve Fund, the Reserve Fund Credit Facility Fund, or the Operation and Maintenance Reserve Fund there are insufficient monies available in the Revenue Fund and the Operation and Maintenance Reserve Fund to make any required transfer after depleting the Revenue Fund and the Operation and Maintenance Reserve Fund, the Trustee shall, to the extent funds are available, at the direction of the Lessee, make transfers from the Capital Improvements Reserve Fund to the Revenue Fund to be transferred therefrom to the applicable fund or funds in accordance with the priorities set forth in Section 6(B) hereof.

3. At such time as the aggregate amount on deposit in the Capital Improvements Reserve Fund, together with such other amounts as may be available to the Trustee for the purpose of paying the Series 6 Bonds in accordance with the terms and conditions of the Trust Administration Agreement, shall be equal to or greater than the sum of the then-outstanding principal of the Series 6 Bonds, plus premium (if any) in respect of such payment, plus accrued and unpaid interest thereon, the Trustee shall transfer such amounts, to the Bond Fund

Section 13. Release of Funds.

After redemption of all outstanding Series 6 Bonds, any monies or securities on deposit in or subsequently deposited into the Trust Estate Funds, the Lessee Funds, and the Section 13 Funds shall be transferred to the Subordinated Payments and Lessee Reserve Fund, except to the extent the Trustee is instructed by the Lessee to retain monies or securities in such funds. At such time as all monies and securities have been released from each fund pursuant to this Section 13, each such fund shall terminate, and thereafter, the Subordinated Payments and Lessee Reserve Fund shall terminate when the last funding has been made therefrom pursuant to Section 8 of the Lease.

Section 14. Investment of Funds and Accounts.

A. Trust Estate Funds. Amounts in the Trust Estate Funds shall be invested in accordance with Section 7 of the Special Project Bond Resolution, Section 8 of the Series Resolution and Section 10 of the Trust Indenture in Investment Securities designated in Section 14(E) hereof.

B. Lessee Funds and Section 13 Funds. Amounts in the Lessee Funds and the Section 13 Funds shall be invested only in Permitted Investments designated in Section 14(F) hereof.

C. Valuation of Funds. Investments in the Trust Estate Funds and the Lessee Funds shall be valued at their market value as permitted in this Agreement. For purposes of determining whether the amount on deposit in the Debt Service Reserve Fund is equal to the Debt Service Reserve Requirement, investments on deposit therein shall be valued at market value. The value of any Reserve Fund Credit Facility shall be the amount that is available to be drawn under such facility on any valuation date.

D. Earnings on Funds and Accounts.

1. Income or gain derived from or attributable to Permitted Investments in the Lessee Funds, the Section 148(f) Payment Fund, and the Reserve Fund Credit Facility Fund (subject to the terms of any Reserve Fund Credit Facility) shall constitute Revenues and be transferred to the Revenue Fund from time to time, and any loss derived from or attributable to Permitted Investments in any such fund shall be charged to such fund.

2. Income or gain derived from or attributable to Investment Securities in the Trust Estate Funds shall be credited to or deposited into the fund which purchased such securities and any loss derived from or attributable to securities shall be charged to such fund. Income or gain credited to or deposited in the Debt Service Reserve Fund shall be transferred in accordance with the provisions set forth in Section 2(A)(3) and Section 3(A)(8) above.

E. Investment Securities. Investment Securities in which the Trustee is authorized to invest the monies held in the Trust Estate Funds shall include, subject to revision of such list from time to time by the Lessee in accordance with Section 10 of the Trust Indenture (provided that no such revision shall include any securities which are not at such time on and in conformance with the terms and conditions of the MBIA list of "Permissible Investments for Indentured Funds" and the MBIA criteria relating to "Investment Agreements"), the following:

1. Government Obligations (as defined in the Series Resolution);

2. "Guaranteed Investment Contracts", which shall mean contracts or investment agreements with a provider or guarantor meeting the following requirements:

(*i*) The provider or guarantor must be approved by MBIA and rated at least "A" or equivalent by S&P and Moody's; *provided* that the guarantee must be unconditional and must be confirmed in writing prior to any assignment by the provider to another subsidiary of the guarantor;

(*ii*) The monies invested under the Guaranteed Investment Contract must be payable to the Trustee without condition (other than notice) and without a breakage fee or other penalty, upon not more than two Business Days' notice for application when and as required or permitted under the Financing Documents;

(*iii*) The Guaranteed Investment Contract must state that it is unconditional and must expressly disclaim any right of set-off. The Guaranteed Investment Contract must also provide for immediate termination in the event of insolvency of the provider and for termination upon demand of the Trustee (which demand shall only be made by the Trustee at the direction of the Lessee) after any payment or other covenant default by the provider;

(*iv*) The terms and provisions of the Guaranteed Investment Contract and any request for bidding thereon shall be in form satisfactory to Bond Counsel; and

(*v*) The Guaranteed Investment Contract must satisfy the MBIA criteria relating to "Investment Agreements."

3. bonds, debentures, notes, participation certificates or other evidences of indebtedness issued by, or the principal of and interest on which are unconditionally guaranteed by, any agency or corporation which is or may hereafter be created by or pursuant to an Act of the Congress of the United States of America as a wholly owned agency or instrumentality of the United States of America; *provided* such obligations are backed by the full faith of the United States of America (unless they are included on the MBIA list of "Permitted Investments"); *provided, further*, that stripped securities are only permitted if they have been stripped by the agency itself;

4. direct and general obligations to the payment of which the full faith and credit of the State of New York or the State of New Jersey or any political subdivision thereof is pledged, which are rated by Moody's and S&P in one of the two highest rating categories by such agencies; and

5. provided that the criteria included in the MBIA list of "Permissible Investments" are satisfied, repurchase and reverse repurchase agreements with a bank, trust company or national banking association which is a member of the Federal Reserve Bank of New York, which agreements are fully secured on a market value basis (based upon evaluation made not less than weekly) by obligations described in clauses (*i*) or (*ii*) above; the collateral for such repurchase and reverse repurchase agreements to be segregated and held by the Trustee in the Construction Fund or the Bond Fund, as applicable.

F. Permitted Investments. Permitted Investments in which the Trustee is authorized to invest the monies held in the Lessee Funds and the Section 13 Funds, shall include, subject to revision of such list from time to time by the Lessee in accordance with Section 10 of the Trust Indenture, the following, which investments shall be made so as to mature or be subject to potential redemption not later than the date on which the proceeds of the same are expected to be required to be expended for authorized purposes:

1. Government Obligations;

2. interest-bearing (to the extent available) deposit accounts or money-market accounts (which may be represented by certificates of deposit) in national, state or foreign commercial banks whose outstanding long-term debt is rated at least A or the equivalent by S&P or Moody's;

3. bankers' acceptances drawn on and accepted by any domestic or foreign commercial banks whose outstanding long-term debt is rated at least A or the equivalent by S&P or Moody's;

4. direct obligations of, obligations guaranteed by, and any other obligations the interest on which is excluded from income for federal income tax purposes issued by, any state of the United States or the District of Columbia or the Commonwealth of Puerto Rico, or any political subdivision, agency, authority or instrumentality of any of the foregoing or of the United States which are rated at least A or the equivalent by S&P or Moody's;

5. commercial paper issued by any entity which is rated at least A-1 or the equivalent by S&P or Moody's;

6. instruments issued by an investment company rated at least A or the equivalent by S&P or Moody's having a portfolio consisting of 95% or more of the securities described in paragraphs (1) through (5) above;

7. repurchase agreements with banking institutions and securities dealers recognized as primary dealers by the Federal Reserve Bank of New York whose outstanding long-term debt is rated at least A or the equivalent by S&P or Moody's;

8. Guaranteed Investment Contracts;

9. funding agreements with primary dealers reasonably acceptable to the Trustee; and

10. any instrument rated at least A or its equivalent by S&P or Moody's or other instruments issued by entities whose outstanding unsecured long-term debt is rated at least A or the equivalent by S&P or Moody's.

G. Conversion to Cash. As and when any amounts invested pursuant to this Section 14 are needed for disbursements from the particular fund, the Trustee shall as necessary cause a sufficient amount of such Investment Securities or Permitted Investments, as appropriate, to be sold or otherwise converted into cash to the credit of such fund.

H. No Trustee Liability. The Trustee shall have no liability for any fees, Taxes or losses resulting from the investment or reinvestment of any amounts in Permitted Investments or Investment Securities pursuant to this Agreement or the liquidation of any such investments (early or otherwise).

Section 15. Transfers from Funds.

A. Subject to the provisions of this Agreement, the Lessee may select the mechanism by which the Trustee shall make payments, transfers, and disbursements.

B. The Trustee shall, at the direction of the Lessee, make payments to third parties or deposits to any fund or account established herein directly from the Revenue Fund or any other fund or account from which transfers may be made to the Revenue Fund and may debit and credit such funds or accounts as if actual transfers had been made, and for all purposes of this Agreement such transfers shall be deemed to have been made in the amount or amounts of such payments and on the dates thereof. To the extent applicable, Appendix B shall apply to all transfers authorized to be made pursuant to this Appendix A.

Section 16. Paying Agent.

Payments due with respect to Debt Service on the Series 6 Bonds shall, to the extent set forth in the Special Project Resolution and the Series Resolution, be made from the appropriate funds and accounts through a Paying Agent or Paying Agents appointed by the Authority.

Section 17. Compensation of the Trustee; Non-Recourse; Non-Liability of Individuals, etc.

A. The Lessee shall, from time to time upon demand (*i*) pay to the Trustee, compensation for its services rendered under the Financing Documents, the Paying Agent's Agreement and the Registrar's Agreement, as set forth in the separate fee letter dated the date hereof; (*ii*) reimburse the Trustee for its reasonable expenses, disbursements and advances incurred or made in connection with the exercise, performance or non-performance of any of its powers or duties under the Financing Documents, the Paying Agent's Agreement and the Registrar's Agreement (including the reasonable compensation and the expenses and disbursements of its agents and counsel); and (*iii*) indemnify the Trustee for, and hold it harmless, against, any and all loss, damage, claim, liability or expense incurred without willful misconduct, negligence or bad faith on its part, arising out of or in connection with the acceptance, exercise, performance or non-performance of each of its powers and duties under the Financing Documents, the Paying Agent's Agreement and the Registrar's Agreement, including the reasonable costs and expenses of any defense against any claim or liability in connection with such exercise, performance or non-performance. The provisions of this Section shall survive the termination of this Agreement.

B. The Trustee shall have no recourse to the Authority or the Bondholders for the payment of any compensation, reimbursement or other amounts payable by the Lessee pursuant to Section 17(A) above.

C. Notwithstanding any other provision of any Financing Document to the contrary, no Commissioner, director, committee manager, manager, managing director, controlling Person, direct or indirect shareholder, member, partner, principal, ultimate beneficial owner, officer, representative, agent or employee of or any Authorized Representative, Committee Member, Adjunct Committee Member, Project Director or Manager (as such Persons are identified by the Lessee), of the Authority or the Lessee, or any affiliate of the Authority or the Lessee or of any of the foregoing, shall be charged personally or held contractually liable by or to the other party, or any third-party beneficiary of any Financing Document, under or in connection with any term or provision of any Financing Document or of any supplement, modification or amendment to any Financing Document or because of any breach thereof, or because of its or their execution or attempted execution.

D. Notwithstanding any other provision of any Financing Document to the contrary: (*x*) neither the Trustee nor any third-party beneficiary of any Financing Document, shall have any recourse, or shall make any claim under, or in connection with, any Financing Document, against (*i*) any member of the Lessee, or (*ii*) any of the affiliates of the Lessee or of any such member, or (*iii*) any officer, director, committee manager, manager, managing director, employee, agent, representative, direct or indirect shareholder, member, partner, principal, controlling Person or ultimate beneficial owner, or any Authorized Representative, Committee Member, Adjunct Committee Member, Project Director or Manager (as such Persons are identified by the Lessee), of any of the

Persons mentioned in clauses (*i*) or (*ii*) above and the sole recourse of the Trustee and any third-party beneficiary of any Financing Document shall be against the Lessee's assets irrespective of any failure of the Lessee to comply with applicable law or any provision of any Financing Document, and (*y*) neither the Trustee nor any third-party beneficiary of any Financing Document shall be subrogated, or have any right of subrogation to, any claim of the Lessee for any capital contributions to the Lessee from any member of the Lessee. The acknowledgments and agreements set forth in this Section are made expressly for the benefit of the Persons referred to in clauses (*i*), (*ii*), and (*iii*) above, individually or collectively.

EXHIBIT DD

FORM OF LEGAL OPINION OF DEBEVOISE & PLIMPTON LLP

December 6, 2006

Board of Commissioners
The Port Authority of New York
and New Jersey

The Bank of New York, as Trustee

MBIA Insurance Corporation

Ladies and Gentlemen:

We have acted as special counsel to JFK International Air Terminal LLC, a New York limited liability company (the "Company"), in connection with *(a)* the Supplemental Lease Agreement No. 1 (the "Supplemental Lease Agreement No. 1"), dated as of August 10, 2001, between the Company and The Port Authority of New York and New Jersey (the "Port Authority"), *(b)* the Supplemental Lease Agreement No. 2 (the "Supplemental Lease Agreement No. 2"), dated as of December 20, 2002, between the Company and the Port Authority, *(c)* the Supplemental Lease Agreement No. 3 (the "Supplemental Lease Agreement No. 3"), dated as of January 1, 2004, between the Company and the Port Authority, *(d)* the Supplemental Lease Agreement No. 4 (the "Supplemental Lease Agreement No. 4"), dated as of December 1, 2004, between the Company and the Port Authority, *(e)* the First Supplemental Trust Administration Agreement (the "First Supplemental Trust Administration Agreement"), dated as of August 10, 2001, between the Company and The Bank of New York, as trustee (the "Trustee"), *(f)* the Second Supplemental Trust Administration Agreement (the "Second Supplemental Trust Administration Agreement"), dated as of December 20, 2002, *(g)* the Third Supplemental Trust Administration Agreement (the "Third Supplemental Trust Administration Agreement"), dated as of January 1, 2004, and *(h)* the Fourth Supplemental Trust Administration Agreement (the "Fourth Supplemental Trust Administration Agreement") dated as of December 1, 2004, between the Company and the Trustee *(i)* the Second Leasehold Mortgage (the "Second Leasehold Mortgage"), dated as of August 10, 2001, between the Company and the Port Authority, *(j)* the First Supplemental Agreement to the Second Leasehold Mortgage (the "First Supplemental Agreement to Second Leasehold Mortgage"), dated as of December 20, 2002, between

the Company and the Port Authority, *(k)* the Second Supplemental Agreement to the Second Leasehold Mortgage (the "Second Supplemental Agreement to Second Leasehold Mortgage"), dated as of May 31, 2004, between the Company and the Port Authority and (*l*) the Third Supplemental Agreement to the Second Leasehold Mortgage (the "Third Supplemental Agreement to Second Leasehold Mortgage"), dated as of December 1, 2004 between the Company and the Port Authority.

This opinion is being delivered to you pursuant to paragraph 18(e) of Supplemental Lease Agreement No. 4. Capitalized terms not otherwise defined shall have the respective meanings given to such terms in Supplemental Lease Agreement No. 4.

In arriving at the opinions expressed below,

(a) we have reviewed (i) the (A) Supplemental Lease Agreement No. 4, (B) Fourth Supplemental Trust Administration Agreement and (C) Third Supplemental Agreement to the Second Leasehold Mortgage (collectively the "Transactional Documents") and (ii) the MBIA Consent letter, dated December 6, 2006, from MBIA Insurance Corporation to the Trustee and the Port Authority (the "MBIA Consent Letter"), the Lease, the Leasehold Mortgage, the Trust Administration Agreement, the Supplemental Lease Agreement No. 1, the Second Leasehold Mortgage, the First Supplemental Trust Administration Agreement, the Supplemental Lease Agreement No. 2, the First Supplemental Agreement to Second Leasehold Mortgage, the Second Supplemental Trust Administration Agreement, the Supplemental Lease Agreement No. 3, the Second Supplemental Agreement to Second Leasehold Mortgage, the Third Supplemental Trust Administration Agreement and the Port Authority Financing Consent and Agreement;

(b) we have examined and relied on such documents and records of the Company and such other instruments and certificates of (i) public officials, and (ii) officers and representatives of the Company, including the Officer Certificate of the Company (delivered pursuant to paragraph 18(a) of Supplemental Lease Agreement No. 4), as we have deemed necessary or appropriate for the purposes of this opinion;

(c) we have examined and relied upon the representations and warranties as to factual matters contained in or made pursuant to the Transactional Documents; and

(d) we have made such investigations of law as we have deemed appropriate as a basis for this opinion.

In rendering the opinions expressed below, we have assumed, with your permission, without independent investigation or inquiry, (a) the authenticity of all documents submitted to us as originals, (b) the genuineness of all signatures (other than

that of the Company) on all documents that we examined, (c) the conformity to authentic originals of documents submitted to us as certified, conformed or photostatic copies, and (d) the due authorization, execution and delivery of the Transactional Documents by each party to each such agreement (other than the Company).

Based upon and subject to the foregoing and the qualifications hereinafter set forth, we are of the opinion that:

(1) Existence. The Company is validly existing as a limited liability company under the laws of the State of New York.

(2) Power and Authority of Company, etc. The Company has all requisite power under New York law to execute, deliver and perform the Transactional Documents. The Company has taken all action required under New York law and its Amended and Restated Operating Agreement, dated December 16, 1996, among LCOR JFK Airport, L.L.C., Schiphol USA Inc., and Lehman JFK LLC (as the same may have been amended from time to time) for the authorization, execution, delivery and performance of the Transactional Documents.

(3) Enforceability, etc. Each of the Transactional Documents has been duly executed and delivered on behalf of the Company and, subject to the satisfaction of the condition precedent set forth in paragraph 18(c) of Supplemental Lease Agreement No. 4, constitutes a valid and binding obligation of the Company enforceable against the Company in accordance with its terms.

(4) No Violation, etc. The execution, delivery and performance by the Company of the Transactional Documents do not (i) violate any Federal or New York State law or regulation applicable to the Company, or (ii) constitute a breach of, or result in a default under, the provisions of any material agreement or other material instrument known to us to which the Company is a party or to which any of its properties is subject.

(5) The Trustee. Pursuant to the Financing Documents (as defined in the Trust Administration Agreement, as amended), and the MBIA Consent Letter, the Trustee is authorized to execute the Fourth Supplemental Trust Administration Agreement.

* * *

Our opinions set forth above are subject to (i) bankruptcy, insolvency, fraudulent conveyance, fraudulent transfer, reorganization, moratorium and other similar laws relating to or affecting creditors' rights or remedies generally, (ii) general equitable principles (whether considered in a proceeding in equity or at law) and (iii) an implied covenant of good faith, reasonableness and fair dealing. In addition, applicable state laws and interpretations may affect the validity or enforceability of certain remedies provided

for in the Transactional Documents, but such limitations do not, in our opinion, make the remedies provided for therein inadequate for the practical realization of the rights and benefits intended to be provided thereby (subject to the other qualifications expressed herein).

We express no opinion as to the laws of any jurisdiction other than the laws of the State of New York and those Federal laws of the United States of America which, in our experience, are generally applicable to transactions of this type. We have assumed, with your permission, that the execution and delivery of the Transactional Documents by each party to each such agreement (other than the Company) and the performance of such party's obligations thereunder will not violate any fundamental public policy under applicable law (other than the laws of the State of New York and Federal laws of the United States of America).

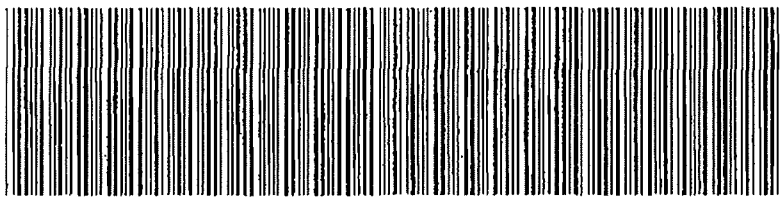
* * *

The opinions expressed herein are solely for your benefit and, without our prior consent, neither our opinion nor this opinion letter may be furnished or disclosed to or relied upon by any other person.

Very truly yours,

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2006121300638004001E58DA

RECORDING AND ENDORSEMENT COVER PAGE PAGE 1 OF 17

Document ID: 2006121300638004 Document Date: 12-01-2004 Preparation Date: 12-13-2006
Document Type: AGREEMENT
Document Page Count: 15

PRESENTER:	**RETURN TO:**
COMMONWEALTH/LAWYERS TITLE 2 GRAND CENTRAL TOWER 140 EAST 45TH STREET, 22ND FLOOR NEW YORK, NY 10017 212-949-0100 SS060907Q- TO BE PICKED UP BY ROOPRAM L.	PORT AUTHORITY OF NEW YORK AND NEW JERSEY 225 PARK AVENUE SOUTH, 14TH FLOOR NEW YORK, NY 10003 ATTN: SHIRLEY A. RIPULLONE, ESQ.

PROPERTY DATA

Borough	Block	Lot		Unit	Address
QUEENS	14260	1	Entire Lot		154-68 BROOKVILLE BOULEVARD

Property Type: OTHER

CROSS REFERENCE DATA

QUEENS **Year:** 1997 **Reel:** 4588 **Page:** 1125
x Additional Cross References on Continuation Page

PARTIES

PARTY 1:	**PARTY 2:**
JFK INTERNATIONAL AIR TERMINAL LLC JOHN F. KENNEDY INTERNATIONAL AIRPORT, TERMINAL 4, ROOM 161-022 JAMAICA, NY 11430	THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY 225 PARK AVENUE SOUTH NEW YORK, NY 10003

FEES AND TAXES

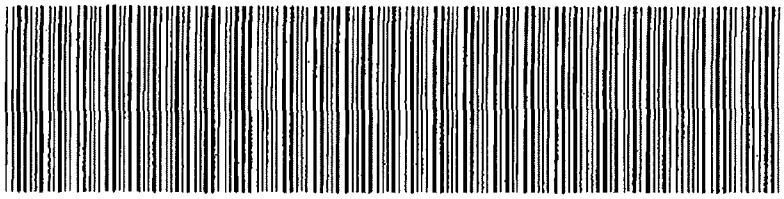
Mortgage			Filing Fee:	
Mortgage Amount:	$	934,100,000.00	$	0.00
Taxable Mortgage Amount:	$	0.00	NYC Real Property Transfer Tax:	
Exemption:		255	$	0.00
TAXES: County (Basic):	$	0.00	NYS Real Estate Transfer Tax:	
City (Additional):	$	0.00	$	0.00
Spec (Additional):	$	0.00		
TASF:	$	0.00		
MTA:	$	0.00		
NYCTA:	$	0.00		
Additional MRT:	$	0.00		
TOTAL:	$	0.00		
Recording Fee:	$	112.00		
Affidavit Fee:	$	8.00		

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK
Recorded/Filed 12-18-2006 12:44
City Register File No.(CRFN):
2006000691693

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2006121300638004001E58DA

RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 17**

Document ID: 2006121300638004 Document Date: 12-01-2004 Preparation Date: 12-13-2006
Document Type: AGREEMENT
Document Page Count: 15

PRESENTER:	**RETURN TO:**
COMMONWEALTH/LAWYERS TITLE 2 GRAND CENTRAL TOWER 140 EAST 45TH STREET, 22ND FLOOR NEW YORK, NY 10017 212-949-0100 SS060907Q- TO BE PICKED UP BY ROOPRAM L.	PORT AUTHORITY OF NEW YORK AND NEW JERSEY 225 PARK AVENUE SOUTH, 14TH FLOOR NEW YORK, NY 10003 ATTN: SHIRLEY A. RIPULLONE, ESQ.

PROPERTY DATA

Borough	Block	Lot		Unit	Address
QUEENS	14260	1	Entire Lot		154-68 BROOKVILLE BOULEVARD

Property Type: OTHER

CROSS REFERENCE DATA

QUEENS **Year:** 1997 **Reel:** 4588 **Page:** 1125
☒ Additional Cross References on Continuation Page

PARTIES

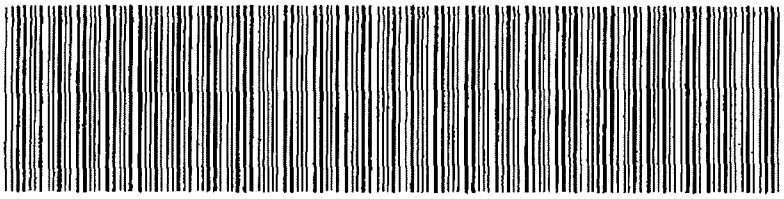
PARTY 1:	**PARTY 2:**
JFK INTERNATIONAL AIR TERMINAL LLC JOHN F. KENNEDY INTERNATIONAL AIRPORT, TERMINAL 4, ROOM 161-022 JAMAICA, NY 11430	THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY 225 PARK AVENUE SOUTH NEW YORK, NY 10003

FEES AND TAXES

Mortgage		
Mortgage Amount:	$	934,100,000.00
Taxable Mortgage Amount:	$	0.00
Exemption:		255
TAXES: County (Basic):	$	0.00
City (Additional):	$	0.00
Spec (Additional):	$	0.00
TASF:	$	0.00
MTA:	$	0.00
NYCTA:	$	0.00
Additional MRT:	$	0.00
TOTAL:	$	0.00
Recording Fee:	$	112.00
Affidavit Fee:	$	8.00

Filing Fee:	
$	0.00
NYC Real Property Transfer Tax:	
$	0.00
NYS Real Estate Transfer Tax:	
$	0.00

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2006121300638004001C5A5A

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) **PAGE 2 OF 17**

Document ID: 2006121300638004 Document Date: 12-01-2004 Preparation Date: 12-13-2006
Document Type: AGREEMENT

CROSS REFERENCE DATA
QUEENS **Year:** 1997 **Reel:** 4588 **Page:** 1142
CRFN: 2003000032096
Document ID: 2006121300638002

THIRD SUPPLEMENTAL AGREEMENT TO SECOND LEASEHOLD MORTGAGE

between

JFK INTERNATIONAL AIR TERMINAL LLC,
a New York limited liability company

as Mortgagor

and

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

as Mortgagee

Dated as of December 1, 2004

County of Queens
City of New York
John F. Kennedy International Airport
Block 14260, Lot 1

Record and Return to:

Real Estate, Leases and Environmental Law Division
Law Department
Port Authority of New York and New Jersey
225 Park Avenue South, 14th Floor
New York, NY 10003
Attention: John J. Lee, Esq.

THIRD SUPPLEMENTAL AGREEMENT
TO SECOND LEASEHOLD MORTGAGE

THIS THIRD SUPPLEMENTAL AGREEMENT TO SECOND LEASEHOLD MORTGAGE (hereinafter called the "*Third Supplemental Agreement*"), dated as of December 1, 2004, by JFK INTERNATIONAL AIR TERMINAL LLC, a limited liability company organized under the laws of the State of New York, having an office and place of business at John F. Kennedy International Airport (Terminal 4), Room 161.022, Jamaica, NY 11430 (together with its permitted transferees and assigns being hereinafter called the "*Mortgagor*") in favor of THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (together with its permitted transferees and assigns being hereinafter called the "*Port Authority*" or the "*Mortgagee*"), a body corporate and politic created by Compact between the States of New York and New Jersey with the consent of the Congress of the United States of America and having an office and place of business at 225 Park Avenue South, New York, New York 10003.

W I T N E S S E T H:

WHEREAS, the Mortgagor has agreed to develop and operate an air passenger terminal facility at John F. Kennedy International Airport, Jamaica, New York, pursuant to a lease made effective as of May 13, 1997, bearing Port Authority File No. AYC-685 (hereinafter as the same has been and may hereafter be amended and supplemented called the "*Lease*"), by and between the Mortgagee, as lessor, and the Mortgagor, as lessee, a memorandum of which was recorded contemporaneously therewith in the office of the Registrar of the City of New York, County of Queens, in reel 4588 page 1125; and

WHEREAS, the Mortgagor and the Bank of New York, as Trustee in favor of Bondholders (hereinafter called the "*First Mortgagee*"), are parties to a first leasehold mortgage dated as of May 13, 1997 (hereinafter as the same has been and may hereafter be amended and supplemented called the "*First Leasehold Mortgage*") wherein and whereby the Mortgagor agreed to grant a mortgage of all of its leasehold interest under the Lease to the Bank of New York, for the benefit of the Bondholders, which First Leasehold Mortgage was recorded on May 13, 1997 in the office of the Register of The City of New York, County of Queens, in reel 4588 page 1142; and

WHEREAS, the First Mortgagee has at the request of the Lessee, executed that certain Partial Release of Leasehold Mortgage executed and delivered as of August 13, 2001 covering the release of a portion of the mortgaged property under the First Leasehold Mortgage which was recorded on September 18, 2001 in the office of the Registrar of the City of New York, County of Queens, in reel 6014 page 653, and has executed that certain Amended and Restated Partial Release of Mortgaged Premises dated as of August 31, 2001 covering the clarification of the location of the released mortgaged property which was recorded on October 29, 2001 in the office of the Registrar of the City of New York, County of Queens, in reel 6060 page 1138; and

WHEREAS, the Mortgagor and the Mortgagee are parties to that certain Supplemental Lease Agreement No. 1 (hereinafter "*Supplemental Lease Agreement No. 1*") to the Lease dated as of August 10, 2001 covering, among other matters, the payment by the Mortgagor to the Mortgagee of the Aggregate Payment Obligation as defined therein; and

WHEREAS, the Mortgagor and the Mortgagee entered into a second leasehold mortgage dated as of August 10, 2001 (which second leasehold mortgage as amended by the First Supplemental Agreement and Second Supplemental Agreement (each, as hereinafter defined) and this Third Supplemental Agreement, is hereinafter called the "*Second Leasehold Mortgage*") wherein and whereby the Mortgagor agreed to grant a mortgage of all of its leasehold interest under the Lease to the Mortgagee, subject to the First Leasehold Mortgage, to secure the payment of the Aggregate Payment Obligation as such term is defined in Supplemental Lease Agreement No. 1, as amended, supplemented and restated by supplemental Lease Agreement No. 2, as amended by Supplemental Lease Agreement No. 3 and as amended by supplemental Lease Agreement No. 4, by the Lessee, subordinate only to the First Leasehold Mortgage, and on such basis the Mortgagor granted a mortgage of all of its leasehold interest under the Lease to the Mortgagee, which Second Leasehold Mortgage was recorded on September 18, 2001 in the office of the Register of The City of New York, County of Queens, in reel 06014 page 00662; and

WHEREAS, the Mortgagor and the Mortgagee have heretofore entered into that certain Supplemental Lease Agreement No. 2 (hereinafter "*Supplemental Lease Agreement No. 2*") to the Lease, dated as of December 20, 2002, covering the Additional Payment Obligation, the June 2003 Semi-Annual Payment Obligation, the December 2003 Semi-Annual Payment Obligation and the Additional Semi-Annual Payment Obligation, as such terms are defined therein, and an increase in the amount of the Aggregate Payment Obligation; and

WHEREAS, pursuant to Supplemental Lease Agreement No. 2 the payment of the Additional Payment Obligation, June 2003 Semi-Annual Payment Obligation, the December 2003 Semi-Annual Payment Obligation and the Additional Semi-Annual Payment Obligation were added to and became a part of the Aggregate Payment Obligation and were to be secured by the Second Leasehold Mortgage;

WHEREAS, the Mortgagor and the Mortgagee entered into a First Supplemental Agreement to the Second Leasehold Mortgage dated as of December 20, 2002 (the "*First Supplemental Agreement*") wherein and whereby the Second Leasehold Mortgage was amended to secure the payment of the Additional Payment Obligation, the June 2003 Semi-Annual Payment Obligation, the December 2003 Semi-Annual Payment Obligation and the Additional Semi-Annual Payment Obligation as a part of the Aggregate Payment Obligation, which First Supplemental Agreement was recorded in the office of the Register of The City of New York, County of Queens as document number 2003010700996001 on March 3, 2003; and Recorded 3/3/03 CRFN 2003000332096

WHEREAS, the Mortgagor and the Mortgagee have heretofore entered into Supplemental Lease Agreement No. 3 (hereinafter and in the Leasehold Mortgage as herein amended "*Supplemental Lease Agreement No. 3*") to the Lease dated as of January 1, 2004,

which covers the payment of the 2004 Payment Obligation, as such term is defined in Supplemental Lease Agreement No. 3, which 2004 Payment Obligation was added to and became a part of the Aggregate Payment Obligation and was to be secured by the Second Leasehold Mortgage;

WHEREAS, the Mortgagor and the Mortgagee entered into a Second Supplemental Agreement to the Second Leasehold Mortgage dated as of May 31, 2004 (the "*Second Supplemental Agreement*") wherein and whereby the Second Leasehold Mortgage was amended to secure the payment of the June 2004 Payment Obligation as a part of the Aggregate Payment Obligation, which Second Supplemental Agreement was recorded in the office of the Register of The City of New York, County of Queens as document number _____ on _____;

WHEREAS, the Mortgagor and the Mortgagee have executed and delivered, immediately prior to the execution and delivery of this Third Supplemental Agreement to Second Leasehold Mortgage, Supplemental Lease Agreement No. 4 (hereinafter and in the Second Leasehold Mortgage as herein amended "*Supplemental Lease Agreement No. 4*") to the Lease dated as of December 1, 2004, which covers, among other things, the payment of the Total Deferred APO Amount, as such term is defined in Supplemental Lease Agreement No. 4, and which is to be secured by the Second Leasehold Mortgage;

NOW, THEREFORE, as a condition precedent to and in consideration of the Port Authority's execution of Supplemental Lease Agreement No. 4 and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree effective as of December 1, 2004, as follows:

1. From and after December 1, 2004, in each and every instance where the term "Supplement No. 1" or "Supplemental Lease Agreement No. 1" is used in the Second Leasehold Mortgage, as herein amended, such term shall mean and refer to Supplemental Lease Agreement No. 1 as amended, supplemented and restated by Supplemental Lease Agreement No. 2, as amended by Supplemental Lease Agreement No. 3 and as amended by Supplemental Lease Agreement No. 4.

2. Unless the context shall clearly indicate some other meaning or may otherwise require, capitalized terms used in this Third Supplemental Agreement without definition shall have the meanings ascribed thereto in the Lease, as amended by Supplemental Lease Agreement No. 1, Supplemental Lease Agreement No. 2, Supplemental Lease Agreement No. 3 and Supplemental Lease Agreement No. 4 and in the Second Leasehold Mortgage, as herein amended.

3. Without limiting the generality of paragraphs 1 and 2 hereof, it is hereby agreed and understood that, pursuant to Supplemental Lease Agreement No. 4, all amounts representing the Total Deferred APO Amount are added to the amount payable as the Aggregate Payment Obligation (as defined in Supplemental Lease Agreement No. 1, as amended and supplemented, prior to May 31, 2004) and that from and after December 1, 2004 each and every reference in the Second Leasehold Mortgage, as herein amended, to the Aggregate Payment Obligation shall also include a reference to Total Deferred APO Amount.

4. The first paragraph of paragraph (a) of Section 2 of the Second Leasehold Mortgage shall be amended to read as follows:

"(a) To secure the payment when due of the Aggregate Payment Obligation, including all of the Semi-Annual Payment Obligations, Annual Payment Obligations, Additional Semi-Annual Payment Obligations, June 2003 Semi-Annual Payment Obligations, December 2003 Semi-Annual Payment Obligations, Additional Annual Payment Obligations, the 2004 Payment Obligation and the Total Deferred APO Amount, with the maximum amount of the June 2004 Investment not to exceed , or such lesser amount as may be outstanding from time to time, and with the maximum amount of the Additional Investment not to exceed or such lesser amount as may be outstanding from time to time and with the maximum amount of the Payment Obligation not to exceed r such lesser amount as may be outstanding from time to time, (collectively, the 'Obligations'), the total amount of the Obligations not to exceed , collectively, the "Obligations"), the Mortgagor hereby grants, mortgages, pledges, assigns, transfers and sets over to the Mortgagee, subordinate only to the First Leasehold Mortgage and subject to and upon the terms and conditions of this Second Leasehold Mortgage, all of the Mortgagor's right, title and interest in, to and under the leasehold estate created pursuant to the Lease with respect to the real property described on Exhibit A, attached hereto and made a part hereof and in shaded stipple and shaded stipple diagonal hatching on page 3 of Exhibit 2.1B attached to Supplemental Lease Agreement No. 3, together with any improvements thereon and any and all other, further or additional estates, rights, titles, interests, benefits and other claims, both at law and in equity, which the Mortgagor now has or may in the future have or acquire under or by the terms of the Lease, whether by reason of the exercise of options thereunder or by reason of amendments, modifications, supplements, extensions and renewals of the Lease, of whatsoever nature derived or to be derived by the Mortgagor by virtue of the Lease, including, without limitation, any and all estate, right, title and interest of the Mortgagor in and to any and all buildings and other improvements now or hereafter located on the Premises and all building materials, building equipment and fixtures of every kind and nature located on the Premises or attached to, contained in or used in any such buildings and other improvements, and all appurtenances and additions thereto and betterments, substitutions and replacements thereof acquired by the Mortgagor under the Lease, and the right to exercise all rights of the Mortgagor under the Lease except as otherwise provided therein, and, to the fullest extent possible, but subject to the First Leasehold Mortgage, the Mortgagor hereby unconditionally delegates to the Mortgagee the right to exercise any and all of the Mortgagor's rights under the Lease, delegated to the Mortgagor under the Lease, except as otherwise provided therein, subject to all of the same terms, covenants, conditions, limitations, reservations and defenses as would be applicable under the Lease, as the case may be, had this delegation not occurred; and"

5. It is the intention of the parties hereto that neither Supplemental Lease Agreement No. 4, nor this Third Supplemental Agreement, shall have changed or affected the priority of the lien of the Second Leasehold Mortgage with respect to that portion of the Aggregate Payment Obligation consisting of the Payment Obligation, the Semi-Annual Payment

Obligation, the Additional Payment Obligation and the Additional Semi-Annual Payment Obligation, the June 2003 Semi-Annual Payment Obligation and the December 2003 Semi-Annual Payment Obligation, the December 2004 Payment Obligation, the June 2005 Payment Obligation and the Total Deferred APO Amount.

6. The Mortgagor represents, warrants and covenants to and with the Mortgagee that the Mortgagor is a limited liability company duly organized and existing in good standing under the laws of the State of New York, is lawfully seized of the Mortgaged Property, has the power and authority to create, pledge and grant the leasehold mortgage as provided in the Second Leasehold Mortgage, as amended by this Third Supplemental Agreement, to own its property and assets, and to enter into this Third Supplemental Agreement, and its execution, delivery and performance of the obligations under the Second Leasehold Mortgage as amended by this Third Supplemental Agreement, has been duly authorized by all necessary action on the part of the Mortgagor.

7. The Mortgagor represents, warrants and covenants to and with the Mortgagee that at the request of the Mortgagee and upon providing the Mortgagor with the appropriate documents, the Mortgagor will execute any documents necessary to record this Third Supplemental Agreement and execute any necessary financing statements and, at periodic intervals, continuation statements pursuant to the Uniform Commercial Code as in effect in the State of New York and any other documents required to perfect or continue the perfection of the lien of the leasehold mortgage granted in this Third Supplemental Agreement, and will pay all filing or recording costs with respect thereto and all costs of filing or recording this Third Supplemental Agreement or any other instrument, agreement or document executed and delivered pursuant to this Third Supplemental Agreement in all public offices where filing or recording is deemed by the Mortgagee to be necessary or desirable. The Mortgagor will promptly pay, or cause to be paid, any mortgage recording taxes, fees or other charges, if any, in connection with this Third Supplemental Agreement and the other Security Documents.

8. This Third Supplemental Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

9. (a) Notwithstanding any other provision of this Third Supplemental Agreement to the contrary, no (x) Commissioner, director, employee, committee member, manager, managing director, officer, agent, representative, nor any (y) owner, shareholder, member, partner, controlling person, principal, or ultimate beneficial owner, in each case, whether direct or indirect, of the Mortgagee or of the Mortgagor or any Affiliate of the Mortgagee or the Mortgagor or of any of the foregoing, shall be charged personally or held contractually liable by or to the other party, under, or in connection with, any term or provision of this Third Supplemental Agreement or of any supplement, modification or amendment to this Third Supplemental Agreement or because of any breach thereof, or because of its or their execution or attempted execution.

(b) Notwithstanding any other provision of this Third Supplemental Agreement to the contrary, and as a material consideration for the Mortgagor's entry into this

Third Supplemental Agreement, it is acknowledged and agreed that: (x) neither the Mortgagee (or any of its successors or assigns), shall have any recourse or shall make any claim under or in connection with this Third Supplemental Agreement, against (i) any member of the Mortgagor, or (ii) any of the Affiliates of the Mortgagor or of any such member, or (iii) any (A) officer, committee member, director, manager, managing director, employee, agent, representative or (B) owner, shareholder, member, partner, principal, controlling person or ultimate beneficial owner in each case, whether direct or indirect, of any of the persons mentioned in clauses (i) and (ii) above, under, or in connection with, this Third Supplemental Agreement and the sole recourse of the Mortgagee (or its successors or assigns) shall be against the Mortgagor's assets irrespective of any failure of the Mortgagor to comply with applicable Law or any provision of this Third Supplemental Agreement, and (y) neither the Mortgagee (or its successors or assigns) shall be subrogated, or have any right of subrogation, to any claim of the Mortgagor for any capital contributions to the Mortgagor from any member of the Mortgagor. The acknowledgements and agreements set forth in this paragraph are made expressly for the benefit of the persons referred to in clauses (i), (ii) and (iii) above, individually or collectively.

(c) For the purposes of this paragraph, the protections afforded to the Mortgagor under this paragraph shall be deemed to protect any successor to the Mortgagor, any Interim Terminal Operator or any Qualified Terminal Operator and any director, manager, managing director, controlling person, direct or indirect shareholder, member, partner, principal, ultimate or indirect shareholder, owner, officer or agent thereof in respect of any obligations hereunder or under any of the Security Documents.

10. The Mortgagor certifies that its Employer Identification Number is 23 286 6204.

11. The Mortgagor shall cooperate with the Mortgagee to effect the recording of this Third Supplemental Agreement in the office of the Registrar of the City of New York, County of Queens, including without limitation, executing, acknowledging and/or delivering to the Mortgagee from time to time within five (5) business days after request in writing is made by the Mortgagee, any further instrument or instruments, and/or providing any information or documentation, that the Mortgagee may reasonably request which is necessary or advisable in connection with the recordation of this Third Supplemental Agreement in the office of the Registrar of the City of New York, County of Queens.

12. As hereby amended, all the terms, covenants, provisions, conditions and agreements of the Second Leasehold Mortgage shall be and remain in full force and effect.

[REMAINDER OF PAGE DELIBERATELY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Third Supplemental Agreement to be executed by their duly authorized officers, all as of the day and year first above written.

MORTGAGOR:

MORTGAGOR:

JFK INTERNATIONAL AIR TERMINAL LLC

By: _____

Name: Steven B. Callahan
Title: Duly Authorized Delegate of Jacques R.J. Greitemann, Executive Committee Member

By: _____

Name: David A. Sigman
Title: Executive Committee Member

By: _____

Name: Christopher McKenna
Title: Executive Committee Member

MORTGAGEE:

PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Third Supplemental Agreement to be executed by their duly authorized officers, all as of the day and year first above written.

MORTGAGOR:

JFK INTERNATIONAL AIR TERMINAL LLC

By:_____

Name: Jacques R.J. Greitemann

Title: Executive Committee Member

By:_____

Name: David A. Sigman

Title: Executive Committee Member

By:_____

Name: Christopher McKenna

Title: Executive Committee Member

MORTGAGEE:

PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By:_____

Name:_____

Title:_____

IN WITNESS WHEREOF, the parties hereto have caused this Third Supplemental Agreement to be executed by their duly authorized officers, all as of the day and year first above written.

MORTGAGOR:

JFK INTERNATIONAL AIR TERMINAL LLC

By:_____

Name: Jacques R.J. Greitemann

Title: Executive Committee Member

By:_____

Name: David A. Sigman

Title: Executive Committee Member

By:_____

Name: Christopher McKenna

Title: Executive Committee Member

MORTGAGEE:

PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By:_____

Name:_____

Title:_____

IN WITNESS WHEREOF, the parties hereto have caused this Third Supplemental Agreement to be executed by their duly authorized officers, all as of the day and year first above written.

MORTGAGOR:

JFK INTERNATIONAL AIR TERMINAL LLC

By:_____

Name: Steven B. Callahan
Title: Duly Authorized Delegate of Jacques R. J. Greitemann, Executive Committee Member

By:_____

Name: David A. Sigman
Title: Executive Committee Member

By:_____

Name: Christopher McKenna
Title: Executive Committee Member

MORTGAGEE:

PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: _____

Name: David Kagan

Title: Assistant Director, Business Properties and Airport Development, Aviation Department

APPROVED
FORM TERMS

FOR THE MORTGAGOR

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

On the 6th day of December in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared, Steven B. Callahan personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Duly Authorized Delegate of Jacques R. J. Greitemann, Executive Committee Member of the Mortgagor, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

SEAL

(notarial seal and stamp) CALLIOPE Z. RIGOS
Notary Public, State of New York
No. 30-4993535
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires March 16, 20[illegible]

FOR THE MORTGAGOR

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

SEAL

On the day of December in the year 2006, 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.

(notarial seal and stamp)

FOR THE MORTGAGOR

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

On the 30TH day of NOVEMBER in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared, DAVID A. SIGMAN 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.

SEAL

ROSA BARONE
NOTARY PUBLIC, State of New York
Reg. No. 01BA6117501
Qualified New York County
My Commission Expires October 25, 2008

Rosa Barone
(notarial seal and stamp)

FOR THE MORTGAGEE

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

SEAL

On the day of in the year 2006, 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.

(notarial seal and stamp)

FOR THE MORTGAGOR

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

On the 5th day of December in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared, Christopher McKenna 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.

MARIBEL RUIZ
Notary Public, State of New York
No. 01RU6061733
Qualified in County of New York
Commission Expires October 8, 2010

Maribel Ruiz
(notarial seal and stamp)

FOR THE MORTGAGEE

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

On the day of in the year 2006, 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.

(notarial seal and stamp)

FOR THE MORTGAGOR

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

On the day of December in the year 2006, 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.

(notarial seal and stamp)

FOR THE MORTGAGEE

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

On the 6th day of December in the year 2006, 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)

SEAL
PEGGY M. SPINELLI
Notary Public, State of New York
No. 01SP6057870
Qualified in New York County
Commission Expires April 30, 2008

Side Ltr - Supp Lease Agree
4 as of Closing Date addressed
to MBI and Trustee

JFK International Air Terminal LLC

December 1, 2004

To: The Bank of New York, as Trustee
MBIA Insurance Corporation, as Bond Insurer

Supplemental Lease Agreement No. 4

Reference is made to that certain *(i)* Agreement of Lease, dated as of May 13, 1997 (identified by the Port Authority Lease Number AYC – 685) (the "Lease"), between JFK International Air Terminal LLC, a New York limited liability company (the "Company") and The Port Authority of New York and New Jersey (the "Port Authority") and *(ii)* Trust Administration Agreement, dated as of May 13, 1997 (the "Trust Administration Agreement"), between the Company and The Bank of New York, as trustee (the "Trustee"). Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Trust Administration Agreement.

Further reference is made to that certain (*i*) Supplemental Lease Agreement No. 1, dated as of August 10, 2001, between the Company and the Port Authority (the "Supplemental Lease Agreement No. 1"), *(ii)* Supplemental Lease Agreement No. 4, dated as of the date hereof, between the Company and the Port Authority (the "Supplemental Lease Agreement No. 4") and *(iii)* Fourth Supplemental Trust Administration Agreement, dated as of the date hereof, between the Company and the Trustee (the "Supplemental Trust Administration Agreement").

Notwithstanding the terms of Section 19 of Supplemental Lease Agreement No. 4 (and, with regards to the Bond Insurer, so long as the Bond Insurance Policy is in force and effect and the Bond Insurer is not in default under the Bond Insurance Policy), Sections 2.5 and 2.10 of Supplemental Lease Agreement No. 1, each as amended by the Supplemental Lease Agreement No. 4, shall be construed to be for the benefit of the Bond Insurer and the Trustee, each in its own right.

The rights granted to the Trustee and the Bond Insurer hereunder are expressly subject to the limitations that no *(a)* Commissioner, director, employee, committee member, manager, managing director, officer, agent, representative nor any *(b)* owner, shareholder, member, partner, controlling person, principal or ultimate beneficial owner, in each case whether direct or indirect, of the Port Authority or of the Company, or any

Affiliate of the Port Authority or of the Company, shall be charged personally or held contractually liable under, or in connection with, any term or provision of this side letter or because of any breach thereof, or because of its or their execution or attempted execution.

The rights granted to the Trustee and the Bond Insurer hereunder are further expressly subject to the limitation that *(a)* neither the Trustee nor the Bond Insurer, nor any of their respective successors or assigns, shall have any recourse or shall make any claim under or in connection with this side letter, against *(i)* any member of the Company, *(ii)* any of the Affiliates of the Company nor of any such member, or *(iii)* any *(x)* officer, committee member, director, manager, managing director, employee, agent, representative or *(y)* owner, shareholder, member, partner, principal, controlling person or ultimate beneficial owner, in each case whether direct or indirect, of any of the persons mentioned in clauses *(i)* or *(ii)* above, under, or in connection with, this side letter and the sole recourse of the Trustee and the Bond Insurer and their respective successors and assigns and any third party beneficiary hereof, shall be against the Company's assets irrespective of any failure of the Company to comply with applicable law or any provision of this side letter, and *(b)* none of the Trustee, the Bond Insurer, nor any of their respective successors or assigns, shall be subrogated, or have any right of subrogation, to any claim of the Company for any capital contributions to the Company from any member of the Company. The limitations set forth in this paragraph, which are a material consideration for the Company's execution and delivery of this side letter, are expressly for the benefit of the persons referred to in clauses (a)(i), (a)(ii) and (a)(iii) above, individually or collectively.

JFK International Air Terminal LLC has executed and delivered this side letter as of the day and year first above written.

JFK International Air Terminal LLC

By: _____
Name: David A. Sigman
Title: Executive Committee Member

The Port Authority hereby acknowledges and agrees with the terms of this side letter.

The Port Authority of New York
and New Jersey

By: _____
Name: DAVID KAGAN
Title: ASSISTANT DIRECTOR

4th Suppl Trust Agree
between JFKIAT & the
Trustee with consent to PA

FOURTH SUPPLEMENTAL TRUST ADMINISTRATION AGREEMENT

BY AND BETWEEN

JFK INTERNATIONAL AIR TERMINAL LLC

AND

THE BANK OF NEW YORK

(WITH THE CONSENT OF THE PORT AUTHORITY
OF NEW YORK AND NEW JERSEY)

DATED AS OF DECEMBER 1, 2004

FOURTH SUPPLEMENTAL TRUST ADMINISTRATION AGREEMENT

THIS FOURTH SUPPLEMENTAL TRUST ADMINISTRATION AGREEMENT (the "Fourth Supplemental Trust Administration Agreement"), dated as of December 1, 2004 (the "Effective Date"), is entered into by and between JFK International Air Terminal LLC (the "Lessee"), a New York limited liability company, and THE BANK OF NEW YORK (the "Trustee"), a New York banking corporation, as Trustee under the Trust Indenture, dated May 13, 1997, between the Trustee and The Port Authority of New York and New Jersey (the "Authority").

W I T N E S S E T H:

WHEREAS, the Authority and the Lessee entered into an Agreement of Lease (identified by the Port Authority lease number AYC-685) on May 13, 1997 (as amended, modified, or supplemented from time to time, the "Lease"), relating to the lease, development, construction and operation of a new passenger terminal located at Terminal 4 at John F. Kennedy International Airport in Jamaica, New York;

WHEREAS, the Lessee and the Trustee have entered into the original Trust Administration Agreement on May 13, 1997 in connection with the financing of such new passenger terminal;

WHEREAS, in order to modify and supplement the Trust Administration Agreement, the Lessee and the Trustee have entered into that certain First Supplemental Trust Administration Agreement to the Trust Administration Agreement, dated as of August 10, 2001 (the "First Supplemental Trust Administration Agreement"), that certain Second Supplemental Trust Administration Agreement to the Trust Administration Agreement, dated as of December 20, 2002 (the "Second Supplemental Trust Administration Agreement"), and that certain Third Supplemental Trust Administration Agreement to the Trust Administration Agreement, dated as of January 1, 2004 (the "Third Supplemental Trust Administration Agreement"), the Trust Administration Agreement as amended as aforesaid hereinafter the "Trust Administration Agreement");

WHEREAS, in order to modify and supplement the Lease, the Lessee and the Authority have entered into that certain Supplemental Lease Agreement No. 1, dated as of August 10, 2001 (the "Supplemental Lease Agreement No. 1"), that certain Supplemental Lease Agreement No. 2, dated as of December 20, 2002 (the "Supplemental Lease Agreement No. 2"), and that certain Supplemental Lease Agreement No. 3, dated as of January 1, 2004 (the "Supplemental Lease Agreement No. 3");

WHEREAS, in order to further modify and supplement the Lease, the Lessee and the Authority have entered into that certain Supplemental Lease Agreement No. 4 dated as of the Effective Date (the "Supplemental Lease Agreement No. 4"); and

WHEREAS, in order to make certain changes to the Trust Administration Agreement in connection with Supplemental Lease Agreement No. 4, the Lessee and the Trustee have determined to enter into this Fourth Supplemental Trust Administration Agreement, and the Authority has agreed to consent to the terms hereof in accordance with Section 7.2 of the Trust Administration Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Lessee and the Trustee hereby agree to amend and supplement the Trust Administration Agreement effective as of the Effective Date as follows:

ARTICLE I.

AMENDMENT OF ARTICLE I

SECTION 1.1 **Definition of Alternative Annual Period.**

The following definition of the term "Alternative Annual Period" shall be inserted in the appropriate alphabetical position in Section 1.1 of the Trust Administration Agreement and shall read as follows:

" 'Alternative Annual Period' shall mean each twelve month period commencing on December 1 and ending on the immediately following November 30."

SECTION 1.2 **Definition of Annual Capital Improvements Reserve Fund Requirement.**

The following definition of the term "Annual Capital Improvements Reserve Fund Requirement" shall be inserted in the appropriate alphabetical position in Section 1.1 of the Trust Administration Agreement and shall read as follows:

" 'Annual Capital Improvements
Reserve Fund Requirement' means, with respect to each Alternative Annual Period, an additional line item in the Annual Operating Budget of the Lessee for such Alternative Annual Period (or, if such Annual Operating Budget has not yet been adopted by the Lessee (or approved by the Third Party Consultant, if required), the Annual Operating Budget for the preceding Alternative Annual Period) equal to fifteen percent (15%) of the maintenance expense in such Annual Operating Budget."

SECTION 1.3 **Definition of Annual Operating Budget.**

The term "Annual Operating Budget" appearing in Section 1.1 of the Trust Administration Agreement shall be amended to read as follows:

" 'Annual Operating Budget' shall mean, with respect to any Fiscal Year, Annual Period or Alternative Annual Period, as appropriate, the operating plan and budget for such Fiscal Year, Annual Period or Alternative Annual Period prepared by the Lessee for the Project, including any modification, amendment or supplement thereto; provided however, during a Lock-Box Period such Annual Operating Budget, including any modification, amendment or supplement thereto, shall be reviewed and approved by the Third Party Consultant."

SECTION 1.4 Definition of Capital Improvements Reserve Fund Requirement.

The following definition of the term "Capital Improvements Reserve Fund Requirement" shall be inserted in the appropriate alphabetical position in Section 1.1 of the Trust Administration Agreement and shall read as follows:

" 'Capital Improvements Reserve Fund Requirement' means, with respect to each Semi-Annual Subordinated Funding Date beginning with the Semi-Annual Subordinated Funding Date occurring on January 1, 2007, an amount equal to one-half (1/2) of the Annual Capital Improvements Reserve Fund Requirement for the Alternative Annual Period in which such Semi-Annual Subordinated Funding Date occurs, *plus*, in the case of the second Semi-Annual Subordinated Funding Date occurring in such Alternative Annual Period, an amount equal to any deficiency in the deposit required to have been made in accordance with this sentence on the immediately preceding Semi-Annual Subordinated Funding Date; *provided* that no contribution shall be required to the extent that the balance of the Capital Improvements Reserve Fund shall equal or exceed fifteen percent (15%) of the sum of (*x*) the sum total actual maintenance expense for the four preceding Fiscal Years and/or Annual Periods and/or Alternative Annual Periods, as appropriate, *and* (*y*) the total maintenance expense in the Annual Operating Budget for the Alternative Annual Period in which such Semi-Annual Subordinated Funding Date occurs. Until December 31, 2007, amounts on deposit in the Construction Fund shall be treated as if they were on deposit in the Capital Improvements Reserve Fund for the purpose of satisfying the Capital Improvements Reserve Fund Requirement notwithstanding that such funds actually remain on deposit in the Construction Fund. "

SECTION 1.5 Definition of First Semi-Annual Period.

The term "First Semi-Annual Period" shall be inserted in the appropriate alphabetical position in Section 1.1 of the Trust Administration Agreement and shall read as follows:

" 'First Semi-Annual Period' shall mean, with respect to each Alternative Annual Period, the period from December 1 to May 31 of such Alternative Annual Period."

SECTION 1.6 **Definition of Lessee Funds.**

The term "Lessee Funds" appearing in Article I of the Trust Administration Agreement shall be amended to read as follows:

" 'Lessee Funds' shall mean the Revenue Fund, the Operation and Maintenance Expense Fund, the Operation and Maintenance Reserve Fund, the Major Maintenance and Renewal Fund, the Subordinated Payments and Lessee Reserve Fund, and the Capital Improvements Reserve Fund and any accounts or subaccounts established therein."

SECTION 1.7 **Definition of Second Semi-Annual Period.**

The term "Second Semi-Annual Period" shall be inserted in the appropriate alphabetical position in Section 1.1 of the Trust Administration Agreement and shall read as follows:

" 'Second Semi-Annual Period' shall mean, with respect to each Alternative Annual Period, the period from June 1 to November 30 of such Alternative Annual Period."

SECTION 1.8 **Definition of Semi-Annual Period.**

The term "Semi-Annual Period" shall be inserted in the appropriate alphabetical position in Section 1.1 of the Trust Administration Agreement and shall read as follows:

" 'Semi-Annual Period' shall mean, with respect to an Alternative Annual Period, the First Semi-Annual Period or the Second Semi-Annual Period, as applicable."

SECTION 1.9 **Definition of Semi-Annual Subordinated Funding Date.**

The term "Semi-Annual Subordinated Funding Date" shall be inserted in the appropriate alphabetical position in Section 1.1 of the Trust Administration Agreement and shall read as follows:

" 'Semi-Annual Subordinated Funding Date' shall mean, for any Semi-Annual Period, the day that is the first day of the second month of the immediately succeeding Semi-Annual Period, such that July 1 is the Semi-Annual Subordinated Funding Date for the immediately preceding Semi-Annual Period commencing December 1 and ending May 31, and January 1 is the Semi-Annual Subordinated Funding Date for the immediately preceding Semi-Annual Period commencing on June 1 and ending November 30; *provided, however*, that if a Semi-Annual Subordinated Funding Date falls on a day that is not a Business Day, it shall be deemed to occur on the next Business Day and *provided further, however*, that the Lessee and the Authority may both execute a writing delivered to the other party on or before any particular (x) January 1 Semi-Annual Subordinated Funding Date pursuant to which they agree that such particular

January 1 Semi-Annual Subordinated Funding Date shall be deemed to occur three Business Days prior to such January 1 Semi-Annual Subordinated Funding Date or (y) July 1 Semi-Annual Subordinated Funding Date pursuant to which they agree that such particular July 1 Semi-Annual Subordinated Funding Date shall be deemed to occur on the June 15 immediately preceding such July 1 Semi-Annual Subordinated Funding Date except that these clauses (x) and (y) shall apply if, and only if, there exists no Total Deferred APO Amount outstanding as of the date which the parties propose as the deemed Semi-Annual Subordinated Funding Date."

SECTION 1.10 Definition of Supplemental Lease Agreement No. 1.

The term, "Supplemental Lease Agreement No. 1" appearing in Article I of the First Supplemental Trust Administration Agreement, as previously amended, shall be further amended to read as follows:

" 'Supplemental Lease Agreement No. 1' shall mean that certain Supplemental Lease Agreement No. 1 to the Lease entered into by the Lessee and the Authority dated as of August 10, 2001, as thereafter amended and supplemented by Supplemental Lease Agreement No. 2, Supplemental Lease Agreement No. 3 and Supplemental Lease Agreement No. 4."

SECTION 1.11 Definition of Supplemental Lease Agreement No. 2.

The term, "Supplemental Lease Agreement No. 2" appearing in Article I of the Second Supplemental Trust Administration Agreement, as previously amended, shall be further amended to read as follows:

" 'Supplemental Lease Agreement No. 2' shall mean that certain Supplemental Lease Agreement No. 2 to the Lease entered into by the Lessee and the Authority dated as of December 20, 2002, as thereafter amended and supplemented by Supplemental Lease Agreement No. 3 and Supplemental Lease Agreement No. 4."

SECTION 1.12 Definition of Supplemental Lease Agreement No. 3.

The term, "Supplemental Lease Agreement No. 3" appearing in Article I of the Third Supplemental Trust Administration Agreement shall be amended to read as follows:

" 'Supplemental Lease Agreement No. 3' shall mean that certain Supplemental Lease Agreement No. 3 to the Lease entered into by the Lessee and the Authority dated as of January 1, 2004, as thereafter amended and supplemented by Supplemental Lease Agreement No. 4."

SECTION 1.13 **Definition of Supplemental Lease Agreement No. 4.**

The definition of the term, "Supplemental Lease Agreement No. 4" shall be inserted immediately after the definition of "Supplemental Lease Agreement No. 3," as herein amended, appearing in Article I of the First Supplemental Trust Administration Agreement to read as follows:

" 'Supplemental Lease Agreement No. 4' shall mean that certain Supplemental Lease Agreement No. 4 to the Lease entered into by the Lessee and the Authority dated as of December 1, 2004."

ARTICLE II.

RECEIPT BY TRUSTEE

SECTION 2.1 **Receipt of Supplemental Lease Agreement No. 4.**

The Trustee hereby confirms that it has received an executed copy of Supplemental Lease Agreement No. 4 and, pursuant to the letter dated December 6, 2006 from the Bond Insurer, consents thereto.

ARTICLE III.

AMENDED AND RESTATED APPENDIX A

SECTION 3.1 **Amended and Restated Appendix A to Trust Administration Agreement.**

Appendix A to the Trust Administration Agreement is hereby amended and restated by deleting the existing Appendix A in its entirety and inserting as its replacement the Amended and Restated Appendix A to the Trust Administration Agreement (the "Amended and Restated Appendix A to the Trust Administration Agreement") attached as Exhibit A hereto.

ARTICLE IV.

MISCELLANEOUS

SECTION 4.1 **References to the Trust Administration Agreement.**

(a) This Fourth Supplemental Trust Administration Agreement shall only be deemed to amend the Trust Administration Agreement and the First Supplemental Trust Administration Agreement, Second Supplemental Trust Administration Agreement and Third Supplemental Trust Administration Agreement (*x*) insofar as is required to effectuate the transactions contemplated by Supplemental Lease Agreement No. 4 and (*y*) as expressly set forth herein. References in the following Sections of the Trust Administration Agreement to the Trust Administration Agreement are hereby amended so as to be references to the Trust

Administration Agreement as amended, supplemented or otherwise modified by this Fourth Supplemental Trust Administration Agreement; (*i*) Section 1.2, (*ii*) Section 7.3, (*iii*) Section 7.5, (*vi*) Section 7.10 and (*v*) Section 7.12. All references to the Financing Documents contained in Section 17 of Appendix A to the Trust Administration Agreement are hereby amended to include a reference to the Amended and Restated Appendix A to the Trust Administration Agreement as amended, supplemented or otherwise modified by this Fourth Supplemental Trust Administration Agreement.

(b) As amended through the operation of Section 4.1(a) hereof, Sections 1.2, 7.10, and 7.12 of the Trust Administration Agreement, and Section 17 of the Amended and Restated Appendix A to the Trust Administration Agreement, are hereby incorporated by reference as if set forth herein at length.

(c) Except as expressly provided herein, and notwithstanding any provision in any Financing Document (including, without limitation, the Trust Administration Agreement) or in any other document relating to the Project to the contrary, any reference to the Trust Administration Agreement contained in any Financing Document, or in any other document relating to the Project, whether or not such reference is (*i*) direct or indirect, or (*ii*) to the Trust Administration Agreement as amended, supplemented or otherwise modified (from time to time or otherwise), shall not include the provisions of the Fourth Supplemental Trust Administration Agreement

SECTION 4.2 Amendment and Supplement.

This Fourth Supplemental Trust Administration Agreement may be amended, modified or supplemented only by a written instrument signed by the Lessee and the Trustee, which has been consented to in writing (*i*) by the Authority and (*ii*) by the Bond Insurer (so long as the Bond Insurance Policy is in force and effect and the Bond Insurer is not in default under the Bond Insurance Policy).

SECTION 4.3 Parties Interested Herein.

This Fourth Supplemental Trust Administration Agreement is made solely for the benefit of the Lessee, the Trustee and the Authority and no other person or entity (including the Bond Insurer, except to the extent set forth below) shall have any right, benefit or interest under or because of the existence of this Fourth Supplemental Trust Administration Agreement. The Bond Insurer (so long as the Bond Insurance Policy is in force and effect and the Bond Insurer is not in default under the Bond Insurance Policy) shall be a third-party beneficiary of this Fourth Supplemental Trust Administration Agreement solely with respect to the rights provided for them in Section 4.2 and this Section 4.3 of the Fourth Supplemental Trust Administration Agreement.

SECTION 4.4 Counterparts.

This Fourth Supplemental Trust Administration Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same

instrument and any of the parties hereto may execute this Fourth Supplemental Trust Administration Agreement by signing any such counterpart.

SECTION 4.5 Severability.

In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Fourth Supplemental Trust Administration Agreement.

SECTIONS 4.6 Titles.

Titles to the articles and sections of this Fourth Supplemental Trust Administration Agreement are solely for the convenience of the parties and not an aid in the interpretation of this Fourth Supplemental Trust Administration Agreement or any part hereof.

SECTION 4.7 Law Governing the Fourth Supplemental Trust Administration Agreement.

The effect and meaning of this Fourth Supplemental Trust Administration Agreement and the rights of the parties hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without regard to the conflict of laws principles thereof.

SECTION 4.8 Concerning the Trustee; Trustee's Disclaimer.

All of the rights, privileges and immunities afforded the Trustee under the Trust Administration Agreement, the Trust Indenture, the Lease, the Special Project Bond Resolution, the Series Resolution and the Leasehold Mortgage are hereby incorporated herein as if set forth herein in full. The recitals contained herein shall be taken as the statements of the Lessee, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representation as to the validity or sufficiency of this Fourth Supplemental Trust Administration Agreement.

[REMAINDER OF PAGE DELIBERATELY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto caused this Fourth Supplemental Trust Administration Agreement to be executed by a duly authorized signatory, all as of the day and year first above written.

JFK INTERNATIONAL AIR TERMINAL LLC

By:_____

Name: Steven B. Callahan
Title: Duly Authorized Delegate of Jacques R.J. Greitemann, Executive Committee Member

By:_____

Name: David A. Sigman
Title: Executive Committee Member

By:_____

Name: Christopher McKenna
Title: Executive Committee Member

IN WITNESS WHEREOF, the parties hereto caused this Fourth Supplemental Trust Administration Agreement to be executed by a duly authorized signatory, all as of the day and year first above written.

JFK INTERNATIONAL AIR TERMINAL LLC

By:_____

Name: Jacques R.J. Greitemann

Title: Executive Committee Member

By:_____

Name: David A. Sigman

Title: Executive Committee Member

By:_____

Name: Christopher McKenna

Title: Executive Committee Member

THE BANK OF NEW YORK, as Trustee

By:_____

Name:_____

Title:_____

IN WITNESS WHEREOF, the parties hereto caused this Fourth Supplemental Trust Administration Agreement to be executed by a duly authorized signatory, all as of the day and year first above written.

JFK INTERNATIONAL AIR TERMINAL LLC

By:_____

Name: Jacques R.J. Greitemann

Title: Executive Committee Member

By:_____

Name: David A. Sigman

Title: Executive Committee Member

By:_____

Name: Christopher McKenna

Title: Executive Committee Member

THE BANK OF NEW YORK, as Trustee

By:_____

Name:_____

Title:_____

IN WITNESS WHEREOF, the parties hereto caused this Fourth Supplemental Trust Administration Agreement to be executed by a duly authorized signatory, all as of the day and year first above written.

JFK INTERNATIONAL AIR TERMINAL LLC

By:_____

Name: Jacques R.J. Greitemann

Title: Executive Committee Member

By:_____

Name: David A. Sigman

Title: Executive Committee Member

By:_____

Name: Christopher McKenna

Title: Executive Committee Member

THE BANK OF NEW YORK, as Trustee

By:_____

Name: MIRIAM MORACA

Title: ASSISTANT VICE PRESIDENT

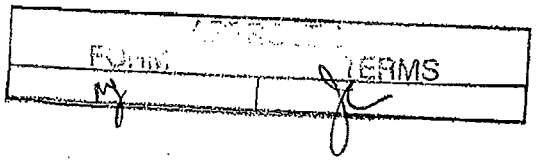
By its execution of this Fourth Supplemental Trust Administration Agreement, The Port Authority of New York and New Jersey hereby consents to the terms of this Fourth Supplemental Trust Administration Agreement, in accordance with the requirements of Section 7.2 of the Trust Administration Agreement.

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY, as consenter

By: David Kagan

Name: David Kagan

Title: Assistant Director, Business, Properties &
Airport Development, Aviation Department



APPENDIX A
(Amended and Restated as of December 1, 2004)

TRUST ADMINISTRATION AGREEMENT

FLOW OF FUNDS AND RELATED MATTERS

Section 1. Establishment of Series 6 Funds and Accounts.

A. Establishment of Construction Fund Accounts. The Trustee shall establish within the Construction Fund the following accounts:

1. Series 6 Account

2. Series 6 Insurance and Condemnation Proceeds Account

B. Establishment of Bond Fund Accounts. The Trustee shall establish within the Bond Fund the following accounts (collectively, the "Series 6 Accounts of the Bond Fund"):

1. Series 6 Interest Account
2. Series 6 Redemption Account
   (a) Condemnation Proceeds Subaccount
   (b) Excess Proceeds Subaccount

C. Establishment of Debt Service Reserve Fund Accounts. The Trustee shall establish within the Debt Service Reserve Fund the following account:

1. Series 6 Account (hereinafter referred to as the "Debt Service Reserve Fund")

D. Establishment of a Section 148(f) Payment Fund. The Trustee shall establish a Section 148(f) Payment Fund (as one of the Section 13 Funds) separate and apart from the Trust Estate pursuant to Section 13 of the Series Resolution.

E. Establishment of a Reserve Fund Credit Facility Fund. The Trustee shall establish a Reserve Fund Credit Facility Fund (as one of the Section 13 Funds) separate and apart from the Trust Estate pursuant to Section 13 of the Series Resolution.

F. Establishment of a Revenue Fund. The Trustee shall establish a Revenue Fund as one of the Lessee Funds.

G. Establishment of an Operation and Maintenance Expense Fund. The Trustee shall establish an Operation and Maintenance Expense Fund as one of the Lessee Funds.

H. Establishment of an Operation and Maintenance Reserve Fund. The Trustee shall establish an Operation and Maintenance Reserve Fund as one of the Lessee Funds.

I. Establishment of a Major Maintenance and Renewal Fund. The Trustee shall establish a Major Maintenance and Renewal Fund as one of the Lessee Funds.

J. Establishment of a Capital Improvements Reserve Fund. The Trustee shall establish a Capital Improvements Reserve Fund as one of the Lessee Funds.

K. Establishment of a Subordinated Payments and Lessee Reserve Fund. The Trustee shall establish a Subordinated Payments and Lessee Reserve Fund as one of the Lessee Funds.

L. Funds Held in Trust. The Trust Estate Funds, the Section 13 Funds, and the Lessee Funds, shall be held in accordance with the terms of the respective documents governing their establishment and administration, including this Trust Administration Agreement (this "Agreement") and shall be held by the Trustee, including by one or more depositories in trust for the Trustee. All monies and securities deposited with the Trustee shall be held in trust and applied only in accordance with the applicable provisions of the respective documents governing the establishment and administration of the funds in which such monies and securities are deposited, including this Agreement.

M. Establishment of Additional Accounts. The Trustee, at the Lessee's direction, shall establish within the Trust Estate Funds, the Section 13 Funds and the Lessee Funds such additional accounts and subaccounts as are necessary to segregate deposits made for a particular purpose into any of such Funds, consistent with the Trust Indenture and the provisions of this Agreement.

N. Closure of Lessee Contingency Fund. On or prior to the Effective Date hereof, the Trustee shall have closed the Lessee Contingency Fund.

O. Definitions. Unless the context shall clearly indicate some other meaning or may otherwise require, capitalized terms of special meaning used in this Amended and Restated Appendix A without definition shall have the meanings specified in this Agreement, the Lease, the Series Resolution or the Special Project Bond Resolution.

Section 2. Construction Fund.

A. Deposits.

1. Proceeds from the Sale of the Series 6 Bonds and Other Amounts. There shall be deposited in the Series 6 Account of the Construction Fund the Net Sale Proceeds received by the Authority from the sale of the Series 6 Bonds and any other

monies required to be deposited therein pursuant to the Special Project Bond Resolution, the Series Resolution, the Lease, the Trust Indenture or this Agreement.

2. Insurance and Condemnation Proceeds. There shall be deposited in the Series 6 Insurance and Condemnation Proceeds Account any proceeds received with respect to the condemnation of all or any part of the Premises and any proceeds of Builder's Risk (All Risk) Complete Value Insurance received by the Lessee.

3. Excess Amounts in Debt Service Reserve Fund. There shall be transferred to the Construction Fund income or gain credited to or deposited into the Debt Service Reserve Fund and any other amounts which may be transferred from the Debt Service Reserve Fund pursuant to this Agreement (prior to the final disbursement of the Construction Fund) in such amounts as are in excess of the Debt Service Reserve Requirement in accordance with Section 4(B)(2) hereof.

4. Reimbursement of Overpayment of Arbitrage Rebate Amount. There shall be deposited in the Construction Fund the amount of the reimbursement of an overpayment of arbitrage rebate received from the Department of the Treasury of the United States.

B. Withdrawals and Transfers

1. Requisitions for Project Costs and Debt Service. The Trustee shall make disbursements from the Series 6 Account of the Construction Fund as set forth in this Section 2(B)(1) for Project Costs. Except to the extent provided in the Lease with respect to the payment of Port Authority Bond Expenses on the Closing Date, any such disbursement shall be made only upon receipt by the Trustee of a written certificate (the "Requisition Certificate") signed by one or more Designated Representative(s), containing the following:

(i) the amount of the Project Costs to be disbursed;

(ii) the requisition number;

(iii) the name(s) and address(es) of the person(s) to whom payment is due (which may include the Lessee, the Trustee or the Authority, if applicable) or, in the case of payment to the Series 6 Interest Account of the Bond Fund (a "Debt Service Requisition"), instructions to make such payment thereto for such purpose;

(iv) the amount to be paid, and, except in the case of a Debt Service Requisition, the portion of the Project to which such disbursement relates and, in reasonable detail, the purpose and circumstances under which each such obligation, item of cost or expense was incurred;

(v) a statement that such obligation to pay such amount mentioned

therein has been incurred and the amount thereof constitutes a Project Cost and is a proper charge against the Construction Fund;

(vi) a statement that such obligation to pay such amount has not been the basis of any previous withdrawal from the Construction Fund (unless the amount of such previous withdrawal was subsequently reimbursed to the Construction Fund); and

(vii) a statement that the payment of each obligation to pay an amount from the Series 6 Account of the Construction Fund represented by the Requisition Certificate will not render the certification provided in Section 3.2(E) of the Trust Administration Agreement untrue.

2. Records. The Lessee shall provide a copy of each Requisition Certificate to the Authority at the time the Lessee transmits such certificate to the Trustee. All records of the Lessee with respect to each disbursement from the Construction Fund shall be kept at all times within the Port of New York District for a period of seven years after the final disbursement of the Construction Fund, and shall be subject to the audit and inspection of the Trustee or the Authority, and their respective representatives and employees during normal business hours and upon reasonable notice to the Lessee.

3. Disbursements. (*i*) Within five days after the delivery of a duly submitted Requisition Certificate or (*ii*) on the same day as the day of delivery of a duly submitted Debt Service Requisition or the initial requisition, the Trustee shall pay to the person(s) indicated as payee(s) on such requisition (or, with respect to a Debt Service Requisition, deposit into the Series 6 Interest Account of the Bond Fund) the amount requested and certified in such certificate (each such payment being referred to herein as a "Construction Payment").

4. Series 6 Insurance and Condemnation Proceeds Account.

(a) The amounts deposited in the Series 6 Insurance and Condemnation Proceeds Account of the Construction Fund shall be applied in accordance with Section 3.1(C)(2) of the Trust Administration Agreement. The Lessee shall requisition such amounts for the purposes of replacing, repairing or restoring part or all of the Premises and the Trustee shall disburse such amounts from the Series 6 Insurance and Condemnation Proceeds Account in the manner provided in Section 2(B)(1) hereof for disbursements from the Construction Fund, except that each reference in that section to "Project Costs" shall be replaced with "costs" and the certification of the Lessee set forth in clause (vii) of Section 2(B)(1) shall not be required.

(b) The Lessee shall comply with the notice and recordkeeping requirements set forth in Section 2(B)(1), Section 2(B)(2), and, where applicable, Appendix B of this Agreement with respect to each disbursement from the Series 6 Insurance and Condemnation Proceeds Account of the Construction Fund.

5. Transfers. In addition to the disbursements made pursuant to Sections 2(B)(1) through 2(B)(4) hereof the Trustee shall make transfers from the Construction Fund as set forth in this Section 2(B)(5).

(a) Upon the Trustee's receipt of a certificate from the Lessee that the Construction Work has been substantially completed, the Trustee shall transfer all monies and securities remaining in the Series 6 Account of the Construction Fund ("Excess Proceeds") to the Excess Proceeds Subaccount of the Series 6 Redemption Account of the Bond Fund as the Lessee directs, except that the Trustee shall retain in the Construction Fund such amount as shall be specified by the Lessee for payment of items not then due or the liability for which the Lessee is disputing or contesting until such time as such amounts shall have been expended or such dispute or contest has been resolved, at which time the Trustee shall transfer any Excess Proceeds to such Excess Proceeds Subaccount of the Series 6 Redemption Account of the Bond Fund. Any Excess Proceeds transferred from the Construction Fund to the Bond Fund shall be held by the Trustee in accordance with Section 3.1(E)(2) of the Trust Administration Agreement.

(b) In the event that condemnation proceeds are not to be applied to replace, repair or restore part or all of the Premises, the Trustee shall transfer all such amounts to the Condemnation Proceeds Subaccount of the Series 6 Redemption Account of the Bond Fund and apply such proceeds to the Redemption of Series 6 Bonds in accordance with Section 3.1(E)(2) of the Trust Administration Agreement.

(c) At the direction of the Lessee, the Trustee shall transfer the amount specified by the Lessee from the Construction Fund to the Section 148(f) Payment Fund.

Section 3. Bond Fund.

A. Deposits. There shall be deposited in the appropriate account of the Bond Fund:

1. The proceeds received from the sale of Series 6 Bonds which are received as pre-issuance accrued interest on the Series 6 Bonds, all of which shall be deposited in the Series 6 Interest Account.

2. Any amount transferred from the Series 6 Account of the Construction Fund pursuant to a Debt Service Requisition, which shall be deposited in the Series 6 Interest Account of the Bond Fund for payment of interest on the Series 6 Bonds due on the applicable Debt Service Payment Date.

3. Any amount transferred from the Series 6 Account of the Construction Fund pursuant to Section 2(B)(5)(a) hereof, which shall be deposited in the Excess Proceeds Subaccount of the Series 6 Redemption Account for Redemption of the Series 6 Bonds as directed by the Lessee.

4. Any amount transferred from the Series 6 Insurance and Condemnation Proceeds Account of the Construction Fund pursuant to Section 2(B)(5)(b) hereof, which shall be deposited in the Condemnation Proceeds Subaccount of the Series 6 Redemption Account for Redemption of the Series 6 Bonds as directed by the Lessee.

5. Any amount transferred from the Revenue Fund in accordance with the terms of Section 6(B)(2) and 6(B)(3) hereof for deposit in the Bond Fund.

6. Any amount transferred from the Debt Service Reserve Fund in accordance with the terms of Section 4(B) hereof for deposit in the Bond Fund.

7. Any amounts transferred from the Capital Improvements Reserve Fund in accordance with the terms of Section 12(B)(2) hereof for deposit in the Bond Fund.

8. Any amount received by the Trustee from the disposition of the Collateral or any portion of the Trust Estate which is required to be deposited in the Bond Fund.

9. Income or gain credited to or deposited in the Debt Service Reserve Fund and any other amounts which may be transferred from the Debt Service Reserve Fund pursuant to this Agreement (on or after final disbursement from the Construction Fund) in such amounts as are in excess of the Debt Service Reserve Requirement in accordance with Section 4(B)(2) hereof.

10. Any other amount received by the Trustee when and if required by any of the Financing Documents or the Lease to be paid into the Bond Fund, which shall be paid into the appropriate account of the Bond Fund.

B. Withdrawals and Transfers.

1. There shall be paid from the Series 6 Interest Account, to the extent of available funds therein, to the Paying Agent on each Debt Service Payment Date the amount required for the payment of the interest due and payable on the Series 6 Bonds on such date.

2. There shall be paid from the Series 6 Redemption Account (or appropriate subaccount thereof) to the extent of available funds therein, to the Paying Agent on each date on which Series 6 Bonds are subject to Redemption, an amount equal to the Redemption price of the Series 6 Bonds subject to Redemption on the applicable Debt Service Payment Date.

3. At the direction of the Lessee, there shall be transferred to the Section 148(f) Payment Fund from the appropriate Series 6 Account of the Bond Fund

the amount specified by the Lessee.

Section 4. Debt Service Reserve Fund.

A. Deposits. There shall be deposited in the Debt Service Reserve Fund:

1. An amount equal to the Debt Service Reserve Requirement, which is to be deposited therein from the proceeds of the Series 6 Bonds. The Debt Service Reserve Requirement shall be an amount equal to the Minimum Debt Service Fund Balance determined pursuant to Section 7(c) of the Series Resolution.

2. Any amount delivered to the Trustee by the Lessee for deposit therein.

3. Any amount required to be transferred from the Revenue Fund for deposit to the Debt Service Reserve Fund pursuant to Section 6(B)(4) hereof.

B. Withdrawals and Transfers.

1. On each Debt Service Payment Date, the Trustee shall determine whether sufficient funds have been provided for deposit into the Bond Fund to pay Debt Service due and payable on such date. If on any Debt Service Payment Date there shall not be on deposit in the Bond Fund an amount which is sufficient to make the interest payment or the Redemption payment, respectively, due and payable on such date, the Trustee shall transfer from the Debt Service Reserve Fund, to the extent of funds available therein, an amount sufficient, together with amounts then on deposit in the appropriate account of the Bond Fund, to make such payments on such date. Transfers from the Debt Service Reserve Fund shall be made in the following order of priority: first, to the Series 6 Interest Account, an amount sufficient, together with amounts then on deposit in the Series 6 Interest Account, to make the interest payment due on such date and second, to the Series 6 Redemption Account, an amount sufficient, together with amounts then on deposit in the Series 6 Redemption Account (or appropriate subaccounts thereof), to make the Redemption payment due on such date. In no event shall the Trustee make any transfer from the Debt Service Reserve Fund with respect to a special mandatory redemption requirement for Series 6 Bonds, other than any such special mandatory redemption occurring on December 1, 2015.

To the extent that any amount is transferred from the Debt Service Reserve Fund to pay Debt Service that the Lessee was otherwise required to pay pursuant to its obligations to pay Facility Rental under the Lease, the Trustee shall succeed to the Authority's right to such unpaid Facility Rental in an amount equal to the amount transferred from the Debt Service Reserve Fund to pay such Debt Service on such Debt Service Payment Date, and the use of funds available in the Debt Service Reserve Fund to pay such Debt Service shall not constitute a default or Event of Default, except as specifically provided in the Lease or this Agreement. Any deposit by the Lessee to the Debt Service Reserve Fund in accordance with Section 4(A)(2) hereof or transfer in

accordance with Section 4(A)(3) hereof, to the extent so designated by the Lessee, shall be applied to reduce the amount, if any, of unpaid Facility Rental to which the Trustee has succeeded pursuant to this Section 4(B)(1).

2. If, on any Debt Service Payment Date there shall be on deposit in the Debt Service Reserve Fund an amount in excess of the Debt Service Reserve Requirement, as determined under this Agreement, the Trustee shall, at the direction of the Lessee, transfer such excess to the Construction Fund (if such Debt Service Payment Date is prior to the final disbursement of the Construction Fund) or to the Bond Fund; provided, that any transfers of income or gain from the Debt Service Reserve Fund shall only be made on a Debt Service Payment Date.

3. Subject to the Trustee's receipt of an approving opinion of nationally recognized bond counsel and, where required under the Lease, the consent of the Authority, the Lessee may deposit a Reserve Fund Credit Facility into the Debt Service Reserve Fund, and if all or a portion of the Debt Service Reserve Requirement is funded with a Reserve Fund Credit Facility, the Trustee shall make such transfers from the Debt Service Reserve Fund as are directed by the Lessee, unless such transfers are otherwise directed pursuant to the terms of the applicable Reserve Fund Credit Facility.

Section 5. Section 148(f) Payment Fund.

A. Deposits. Deposits into the Section 148(f) Payment Fund shall be made, at the direction of the Lessee, from the Bond Fund, the Construction Fund, and the Revenue Fund, as appropriate.

B. Withdrawals and Transfers. Withdrawals and transfers from the Section 148(f) Payment Fund shall be governed by Section 6.5 of this Agreement.

Section 6. Revenue Fund.

A. Deposits. The Lessee shall deposit or cause to be deposited in the Revenue Fund, as and when received:

1. All Revenues (including items of income and gain referred to in Section 14(D)(1) hereof) except any (*i*) condemnation proceeds, (*ii*) earnings on the Reserve Fund Credit Facility Fund (to the extent provided in the agreements with respect to any Reserve Fund Credit Facility), (*iii*) earnings on the Trust Estate Funds, (*iv*) amounts required to be deposited in the Bond Fund pursuant to Section 3(A)(7) hereof, (*v*) authorized payments made to the Lessee from any Lessee Fund or pursuant to requisition(s) from the Construction Fund, (*vi*) Revenues constituting rebates or refunds of Taxes previously paid by the Lessee (except to the extent such Taxes were included in Permitted O&M Expenses) and (vii) amounts received by the Lessee with respect to the

period prior to the Closing Date. Except to the extent of limitations on Restricted Payments, amounts described in clauses (*v*) through (vii) may be used by the Lessee for any lawful purpose and may be retained or distributed by the Lessee to its Parents or the Authority without restriction and no such use or distribution shall constitute a Restricted Payment. Restricted Payments remitted to the Trustee following an Event of Default under the Trust Administration Agreement shall also constitute Revenues for purposes of this Section 6(A)(1).

2. All amounts transferred from (*i*) the Operation and Maintenance Reserve Fund pursuant to Section 9(B)(2), (*ii*) the Major Maintenance and Renewal Fund pursuant to Section 10(B)(2), and (*iii*) the Subordinated Payments and Lessee Reserve Fund pursuant to Section 11.

B. Withdrawals and Transfers. The Trustee shall, at the direction of the Lessee, transfer amounts then on deposit in the Revenue Fund and make the following payments, or the following deposits into the following funds and accounts, in the following order of priority, but only to the extent of monies then available in the Revenue Fund:

1. (a) On the Effective Date and on each Monthly Funding Date thereafter, into the Operation and Maintenance Expense Fund, an amount equal to the amount budgeted for Permitted O&M Expenses for the month in which such deposit is being made. Additionally, if Permitted O&M Expenses are expected to exceed the amount of operating and maintenance expenses provided for in the Annual Operating Budget for such period, the Trustee shall transfer the amount of such excess at the times requested by the Lessee so long as the Lessee shall have provided the Trustee with a certificate (*x*) specifying the amount of such excess and (*y*) stating that the amount of such excess, plus the aggregate amount of any previous excesses of Permitted O&M Expenses over budgeted operating and maintenance expenses during the Alternative Annual Period in which such monthly period occurs, does not exceed 20% of the aggregate Permitted O&M Expenses set forth in the Annual Operating Budget for such Alternative Annual Period; and

(b) on each Monthly Funding Date, into the Operation and Maintenance Expense Fund, for Ground Rental payable in the month in which such Monthly Funding Date occurs.

2. On each Monthly Funding Date, into the Series 6 Interest Account of the Bond Fund, the portion of the Facility Rental required to be paid on such date pursuant to the Lease that is allocable to the payment of interest on the Series 6 Bonds.

3. On each Monthly Funding Date, into the Series 6 Redemption Account of the Bond Fund, the portion of the Facility Rental required to be paid on such date pursuant to the Lease that is allocable to the payment of the Redemption price of Series 6 Bonds.

4. (a) On each Debt Service Payment Date, into the Debt Service Reserve Fund, the amount, if any, required so that the balance in the Debt Service Reserve Fund shall equal the Debt Service Reserve Requirement; *provided, however,* that if the amount in the Debt Service Reserve Fund is less than the Debt Service Reserve Requirement by reason of a draw against a Reserve Fund Credit Facility, amounts otherwise required to be paid into the Debt Service Reserve Fund pursuant to this Section 6(B)(4)(a) shall instead be deposited pursuant to Section 6(B)(4)(b);

(b) into the Reserve Fund Credit Facility Fund, the amount, if any, required to reimburse the issuer of a Reserve Fund Credit Facility, provided such Reserve Fund Credit Facility (*i*) is utilized to meet all or a portion of the Debt Service Reserve Requirement, (*ii*) is on deposit in the Debt Service Reserve Fund and (*iii*) was drawn upon for payment of amounts required to be paid from the Debt Service Reserve Fund; and

(c) to the extent the amount in the Debt Service Reserve Fund is less than the Debt Service Reserve Requirement, and the deficiency was the result of both (*i*) a draw on a Reserve Fund Credit Facility on deposit in the Debt Service Reserve Fund that was utilized to make a Debt Service payment and (*ii*) any other cause, then the Trustee shall allocate transfers pursuant to Section 6(B)(4)(a) and 6(B)(4)(b) at the written direction of the Lessee or as otherwise required pursuant to the terms of the applicable Reserve Fund Credit Facility.

5. On (or, in the Lessee's sole discretion, at any time within the month immediately preceding) each Semi-Annual Subordinated Funding Date, into the Operation and Maintenance Reserve Fund, the amount, if any, required so that the balance in the Operation and Maintenance Reserve Fund shall equal the Operation and Maintenance Reserve Requirement, which shall be six percent (6%) of Permitted O&M Expenses set forth in the Annual Operating Budget for the Alternative Annual Period in which such Semi-Annual Subordinated Funding Date occurs (or, if such Annual Operating Budget has not yet been adopted by the Lessee (or approved by the Third Party Consultant, if required), the Annual Operating Budget for the preceding Alternative Annual Period), subject to the limitation that, on any Semi-Annual Subordinated Funding Date, the Lessee's obligation to replenish the Operation and Maintenance Reserve Fund shall not exceed (*x*) $1,250,000 (as adjusted annually, beginning after DBO, to reflect the Annual CPI Percentage Increase) multiplied by (*y*) the number of elapsed Semi-Annual Periods in such Alternative Annual Period and reduced by (z) the amount of prior replenishments during such Alternative Annual Period.

6. On (or, in the Lessee's sole discretion, at any time within the month immediately preceding) each Semi-Annual Subordinated Funding Date, commencing with the Semi-Annual Subordinated Funding Date occurring on January 1, 2007, into the Major Maintenance and Renewal Fund, one-half (1/2) of the current Annual Major Maintenance and Renewal Requirement (which amount shall be an additional line item in the Annual Operating Budget of the Lessee for the Alternative

Annual Period in which such Semi-Annual Subordinated Funding Date occurs (or, if such Annual Operating Budget has not yet been adopted by the Lessee (or approved by the Third Party Consultant, if required), the Annual Operating Budget for the preceding Alternative Annual Period) equal to five percent (5%) of the maintenance expense in such Annual Operating Budget), *plus*, in the case of the second Semi-Annual Subordinated Funding Date occurring in such Alternative Annual Period, an amount equal to any deficiency in the deposit required to have been made in accordance with this sentence on the immediately preceding Semi-Annual Subordinated Funding Date; *provided* that no contribution shall be required to the extent that the balance of such Major Maintenance and Renewal Fund shall equal or exceed five percent (5%) of the sum of (*x*) the sum total actual maintenance expense for the four preceding Fiscal Years and/or Annual Periods and/or Alternative Annual Periods, as appropriate, *and* (*y*) the total maintenance expense in the Annual Operating Budget for the Alternative Annual Period in which such Semi-Annual Subordinated Funding Date occurs (the "*Annual Major Maintenance and Renewal Requirement*").

7. On each Monthly Funding Date, into the Operation and Maintenance Expense Fund, Building Rental payable in the month in which such Monthly Funding Date occurs.

8. To the extent required by the Lease, as amended and supplemented by Supplemental Lease Agreement No. 1, Supplemental Lease Agreement No. 2, Supplemental Lease Agreement No. 3 and Supplemental Lease Agreement No, 4, on each Semi-Annual APO Payment Date and APO Reconciliation Payment Date, as applicable, payment to the Authority in the amount required to pay (i) the Aggregate Payment Obligation due on such Semi-Annual APO Payment Date, (ii) any APO Reconciliation Payment and APO Reconciliation Interest due on such date pursuant to Section 2.11(v) of Article II of Supplemental Lease Agreement No. 1, as amended by Supplemental Lease Agreement No. 4 and, (iii) any APO Additional Reconciliation Payment, APO Additional Reconciliation Interest and APO Late Fee Charge due on such date pursuant to Section 2.11(vi) of Article II of Supplemental Lease Agreement No. 1, as amended by Supplemental Lease Agreement No. 4.

9. On each Semi-Annual Subordinated Funding Date, into the Subordinated Payments and Lessee Reserve Fund, an amount equal to the balance of the amount in the Revenue Fund after all withdrawals and transfers required to be made pursuant to Section 6(B)(1) through Section 6(B)(8), above, have been made as required on or prior to such Semi-Annual Subordinated Funding Date.

Prior to all transfers required to be made pursuant to this Section 6(B), the Trustee shall, at the direction of the Lessee, transfer the amount specified by the Lessee from the Revenue Fund to the Section 148(f) Payment Fund.

Section 7. Operation and Maintenance Expense Fund.

A. Deposits. There shall be deposited in the Operation and Maintenance Expense Fund:

1. Amounts required to be deposited therein from the Revenue Fund pursuant to Sections 6(B)(1) and 6(B)(7) hereof.

2. Such additional amounts as may be delivered to the Trustee for deposit therein.

B. Withdrawals and Transfers. The Trustee shall, at the direction of the Lessee, make disbursements from the Operation and Maintenance Expense Fund to pay Permitted O&M Expenses and Building Rental and Ground Rental.

Section 8. Operation and Maintenance Reserve Fund.

A. Deposits. There shall be deposited in the Operation and Maintenance Reserve Fund:

1. The amounts required to be deposited therein from the Revenue Fund pursuant to Section 6(B)(5) hereof.

2. Such additional amounts as may be delivered to the Trustee for deposit therein.

B. Withdrawals and Transfers.

1. The Trustee shall, at the direction of the Lessee, make disbursements from the Operation and Maintenance Reserve Fund either (a) for deposit in the Operation and Maintenance Expense Fund or (b) for expenditures that would otherwise qualify as Permitted O&M Expenses and have not otherwise been paid from the Operation and Maintenance Expense Fund.

2. If on any date on which transfers are required to be made from the Revenue Fund to the Section 148(f) Payment Fund, the Operation and Maintenance Expense Fund, the Bond Fund, the Debt Service Reserve Fund or the Reserve Fund Credit Facility Fund, there are insufficient monies available in the Revenue Fund to make the required deposits, after depleting the Revenue Fund and the Subordinated Payments Lessee Reserve Fund, the Trustee shall, to the extent funds are available, at the direction of the Lessee, make transfers from the Operation and Maintenance Reserve Fund to the Revenue Fund to be transferred therefrom to the applicable fund or funds in accordance with the priorities set forth in Section 6(B) hereof.

Section 9. Major Maintenance and Renewal Fund.

A. Deposits. There shall be deposited in the Major Maintenance and Renewal Fund:

1. The amounts required to be deposited therein from the Revenue Fund pursuant to Section 6(B)(6) hereof.

The amount of the deposit made into the Capital Improvements Reserve Fund pursuant to Section 8(I)(c)(i)(1)(C) of the Lease, as Section 8(I)(c) was amended and supplemented by Supplemental Lease Agreement No. 4, and Section 12(A)(1) hereof, shall be in lieu of, and shall fully satisfy, the obligation of the Trustee to transfer, and the obligation of the Lessee to direct the Trustee to transfer, amounts into the Major Maintenance and Renewal Fund to satisfy the Annual Major Maintenance and Renewal Requirement with respect to the 2005 Alternative Annual Period.

2. Such additional amounts as may be delivered to the Trustee for deposit therein.

B. Withdrawals and Transfers.

1. The Trustee shall make disbursements from the Major Maintenance and Renewal Fund for costs of repairing or replacing portions of the Project (to the extent such costs and items to be repaired or replaced have not otherwise been paid from the Operation and Maintenance Expense Fund) in accordance with a Requisition Certificate supplied by the Lessee in substantially the form set forth in Section 2(B)(1) hereof, except that each reference in that section to "Construction Fund" and "Project Costs" shall be replaced with "Major Maintenance and Renewal Fund" and "costs", respectively, and the certification of the Lessee set forth in clause (vii) of Section 2(B)(1) shall not be required.

2. If on any date on which transfers are required to be made from the Revenue Fund to the Section 148(f) Payment Fund, the Operation and Maintenance Expense Fund, the Bond Fund, the Debt Service Reserve Fund, the Reserve Fund Credit Facility Fund, or the Operation and Maintenance Reserve Fund there are insufficient monies available in the Revenue Fund and the Operation and Maintenance Reserve Fund to make any required transfer after depleting the Revenue Fund and the Operation and Maintenance Reserve Fund, the Trustee shall, to the extent funds are available, at the direction of the Lessee, make transfers from the Major Maintenance and Renewal Fund to the Revenue Fund to be transferred therefrom to the applicable fund or funds in accordance with the priorities set forth in Section 6(B) hereof.

Section 10. Reserve Fund Credit Facility Fund.

A. Deposits. There shall be deposited to the Reserve Fund Credit Facility Fund:

1. The amounts required to be deposited therein from the Revenue Fund pursuant to Section 6(B)(4) hereof.

2. Such additional amounts as the Lessee may deliver to the Trustee for deposit therein.

B. Withdrawals and Transfers.

1. The Trustee shall transfer from the Reserve Fund Credit Facility Fund amounts required to be paid to the issuer of a Reserve Fund Credit Facility meeting the requirements of Section 6(B)(4)(b) hereof, which amounts shall be paid to or at the direction of such issuer of the Reserve Fund Credit Facility.

Section 11. Subordinated Payments and Lessee Reserve Fund.

A. Deposits. There shall be deposited in the Subordinated Payments and Lessee Reserve Fund:

1. The amounts required to be deposited therein from the Revenue Fund pursuant to Section 6(B)(9) hereof.

2. Such additional amounts as may be delivered to the Trustee for deposit therein.

B. Withdrawals and Transfers. The Trustee shall, at the direction of the Lessee, make disbursements from the Subordinated Payments and Lessee Reserve Fund:

1. To the Revenue Fund, to fund in accordance with the priorities set forth in Section 6(B) hereof, (a) any item of cost for which funds are permitted to be withdrawn from the Construction Fund, the Operation and Maintenance Expense Fund, the Bond Fund, the Debt Service Reserve Fund, the Reserve Fund Credit Facility Fund, the Section 148(f) Payment Fund, the Operation and Maintenance Reserve Fund, or the Major Maintenance and Renewal Fund and (b) the payment described in Section 6(B)(8) hereof.

2. To make Subordinated Fundings in accordance with the provisions of Section 8 of the Lease including, without limitation, Subordinated Fundings pursuant to Section 8(I)(c)(i)(5)(C) of the Lease as Section 8(I)(c) was amended and supplemented by Supplemental Lease Agreement No. 4.

Section 12. Capital Improvements Reserve Fund.

A. Deposits. There shall be deposited in the Capital Improvements Reserve Fund:

1. The amounts required to be deposited therein pursuant to Section 8(I)(c)(i)(1)(C) of the Lease as Section 8(I)(c) was amended and supplemented by Supplemental Lease Agreement No. 4.

2. From the Subordinated Payments and Lessee Reserve Fund, to the extent funds are available pursuant to Section 11(B)(2) hereof, an amount equal to the Capital Improvements Reserve Fund Requirement.

3. Such additional amounts as may be delivered to the Trustee for deposit therein.

B. Withdrawals and Transfers.

1. The Trustee shall make disbursements from the Capital Improvements Reserve Fund for costs of repairing or replacing portions of the Project (to the extent such costs and items to be repaired or replaced have not otherwise been paid from the Operation and Maintenance Expense Fund) in accordance with a Requisition Certificate supplied by the Lessee in substantially the form set forth in Section 2(B)(1) hereof, except that each reference in that section to "Construction Fund" and "Project Costs" shall be replaced with "Capital Improvements Reserve Fund" and "costs", respectively, and the certification of the Lessee set forth in clause (vii) of Section 2(B)(1) shall not be required.

2. If on any date on which transfers are required to be made from the Revenue Fund to the Section 148(f) Payment Fund, the Operation and Maintenance Expense Fund, the Bond Fund, the Debt Service Reserve Fund, the Reserve Fund Credit Facility Fund, or the Operation and Maintenance Reserve Fund there are insufficient monies available in the Revenue Fund and the Operation and Maintenance Reserve Fund to make any required transfer after depleting the Revenue Fund and the Operation and Maintenance Reserve Fund, the Trustee shall, to the extent funds are available, at the direction of the Lessee, make transfers from the Capital Improvements Reserve Fund to the Revenue Fund to be transferred therefrom to the applicable fund or funds in accordance with the priorities set forth in Section 6(B) hereof.

3. At such time as the aggregate amount on deposit in the Capital Improvements Reserve Fund, together with such other amounts as may be available to the Trustee for the purpose of paying the Series 6 Bonds in accordance with the terms and conditions of the Trust Administration Agreement, shall be equal to or greater than the sum of the then-outstanding principal of the Series 6 Bonds, plus premium (if any) in respect of such payment, plus accrued and unpaid interest thereon, the Trustee shall transfer such amounts, to the Bond Fund

Section 13. Release of Funds.

After redemption of all outstanding Series 6 Bonds, any monies or securities on deposit in or subsequently deposited into the Trust Estate Funds, the Lessee Funds, and the Section 13 Funds shall be transferred to the Subordinated Payments and Lessee Reserve Fund, except to the extent the Trustee is instructed by the Lessee to retain monies or securities in such funds. At such time as all monies and securities have been released from each fund pursuant to this Section 13, each such fund shall terminate, and thereafter, the Subordinated Payments and Lessee Reserve Fund shall terminate when the last funding has been made therefrom pursuant to Section 8 of the Lease.

Section 14. Investment of Funds and Accounts.

A. Trust Estate Funds. Amounts in the Trust Estate Funds shall be invested in accordance with Section 7 of the Special Project Bond Resolution, Section 8 of the Series Resolution and Section 10 of the Trust Indenture in Investment Securities designated in Section 14(E) hereof.

B. Lessee Funds and Section 13 Funds. Amounts in the Lessee Funds and the Section 13 Funds shall be invested only in Permitted Investments designated in Section 14(F) hereof.

C. Valuation of Funds. Investments in the Trust Estate Funds and the Lessee Funds shall be valued at their market value as permitted in this Agreement. For purposes of determining whether the amount on deposit in the Debt Service Reserve Fund is equal to the Debt Service Reserve Requirement, investments on deposit therein shall be valued at market value. The value of any Reserve Fund Credit Facility shall be the amount that is available to be drawn under such facility on any valuation date.

D. Earnings on Funds and Accounts.

1. Income or gain derived from or attributable to Permitted Investments in the Lessee Funds, the Section 148(f) Payment Fund, and the Reserve Fund Credit Facility Fund (subject to the terms of any Reserve Fund Credit Facility) shall constitute Revenues and be transferred to the Revenue Fund from time to time, and any loss derived from or attributable to Permitted Investments in any such fund shall be charged to such fund.

2. Income or gain derived from or attributable to Investment Securities in the Trust Estate Funds shall be credited to or deposited into the fund which purchased such securities and any loss derived from or attributable to securities shall be charged to such fund. Income or gain credited to or deposited in the Debt Service Reserve Fund shall be transferred in accordance with the provisions set forth in Section 2(A)(3) and Section 3(A)(8) above.

E. Investment Securities. Investment Securities in which the Trustee is authorized to invest the monies held in the Trust Estate Funds shall include, subject to revision of such list from time to time by the Lessee in accordance with Section 10 of the Trust Indenture (provided that no such revision shall include any securities which are not at such time on and in conformance with the terms and conditions of the MBIA list of "Permissible Investments for Indentured Funds" and the MBIA criteria relating to "Investment Agreements"), the following:

1. Government Obligations (as defined in the Series Resolution);

2. "Guaranteed Investment Contracts", which shall mean contracts or investment agreements with a provider or guarantor meeting the following requirements:

(*i*) The provider or guarantor must be approved by MBIA and rated at least "A" or equivalent by S&P and Moody's; *provided* that the guarantee must be unconditional and must be confirmed in writing prior to any assignment by the provider to another subsidiary of the guarantor;

(*ii*) The monies invested under the Guaranteed Investment Contract must be payable to the Trustee without condition (other than notice) and without a breakage fee or other penalty, upon not more than two Business Days' notice for application when and as required or permitted under the Financing Documents;

(*iii*) The Guaranteed Investment Contract must state that it is unconditional and must expressly disclaim any right of set-off. The Guaranteed Investment Contract must also provide for immediate termination in the event of insolvency of the provider and for termination upon demand of the Trustee (which demand shall only be made by the Trustee at the direction of the Lessee) after any payment or other covenant default by the provider;

(*iv*) The terms and provisions of the Guaranteed Investment Contract and any request for bidding thereon shall be in form satisfactory to Bond Counsel; and

(*v*) The Guaranteed Investment Contract must satisfy the MBIA criteria relating to "Investment Agreements."

3. bonds, debentures, notes, participation certificates or other evidences of indebtedness issued by, or the principal of and interest on which are unconditionally guaranteed by, any agency or corporation which is or may hereafter be created by or pursuant to an Act of the Congress of the United States of America as a wholly owned agency or instrumentality of the United States of America; *provided* such obligations are backed by the full faith of the United States of America (unless they are included on the MBIA list of "Permitted Investments"); *provided, further*, that stripped securities are only permitted if they have been stripped by the agency itself;

4. direct and general obligations to the payment of which the full faith and credit of the State of New York or the State of New Jersey or any political subdivision thereof is pledged, which are rated by Moody's and S&P in one of the two highest rating categories by such agencies; and

5. provided that the criteria included in the MBIA list of "Permissible Investments" are satisfied, repurchase and reverse repurchase agreements with a bank, trust company or national banking association which is a member of the Federal Reserve Bank of New York, which agreements are fully secured on a market value basis (based upon evaluation made not less than weekly) by obligations described in clauses (*i*) or (*ii*) above; the collateral for such repurchase and reverse repurchase agreements to be segregated and held by the Trustee in the Construction Fund or the Bond Fund, as applicable.

F. Permitted Investments. Permitted Investments in which the Trustee is authorized to invest the monies held in the Lessee Funds and the Section 13 Funds, shall include, subject to revision of such list from time to time by the Lessee in accordance with Section 10 of the Trust Indenture, the following, which investments shall be made so as to mature or be subject to potential redemption not later than the date on which the proceeds of the same are expected to be required to be expended for authorized purposes:

1. Government Obligations;

2. interest-bearing (to the extent available) deposit accounts or money-market accounts (which may be represented by certificates of deposit) in national, state or foreign commercial banks whose outstanding long-term debt is rated at least A or the equivalent by S&P or Moody's;

3. bankers' acceptances drawn on and accepted by any domestic or foreign commercial banks whose outstanding long-term debt is rated at least A or the equivalent by S&P or Moody's;

4. direct obligations of, obligations guaranteed by, and any other obligations the interest on which is excluded from income for federal income tax purposes issued by, any state of the United States or the District of Columbia or the Commonwealth of Puerto Rico, or any political subdivision, agency, authority or instrumentality of any of the foregoing or of the United States which are rated at least A or the equivalent by S&P or Moody's;

5. commercial paper issued by any entity which is rated at least A-1 or the equivalent by S&P or Moody's;

6. instruments issued by an investment company rated at least A or the equivalent by S&P or Moody's having a portfolio consisting of 95% or more of the securities described in paragraphs (1) through (5) above;

7. repurchase agreements with banking institutions and securities dealers recognized as primary dealers by the Federal Reserve Bank of New York whose outstanding long-term debt is rated at least A or the equivalent by S&P or Moody's;

8. Guaranteed Investment Contracts;

9. funding agreements with primary dealers reasonably acceptable to the Trustee; and

10. any instrument rated at least A or its equivalent by S&P or Moody's or other instruments issued by entities whose outstanding unsecured long-term debt is rated at least A or the equivalent by S&P or Moody's.

G. Conversion to Cash. As and when any amounts invested pursuant to this Section 14 are needed for disbursements from the particular fund, the Trustee shall as necessary cause a sufficient amount of such Investment Securities or Permitted Investments, as appropriate, to be sold or otherwise converted into cash to the credit of such fund.

H. No Trustee Liability. The Trustee shall have no liability for any fees, Taxes or losses resulting from the investment or reinvestment of any amounts in Permitted Investments or Investment Securities pursuant to this Agreement or the liquidation of any such investments (early or otherwise).

Section 15. Transfers from Funds.

A. Subject to the provisions of this Agreement, the Lessee may select the mechanism by which the Trustee shall make payments, transfers, and disbursements.

B. The Trustee shall, at the direction of the Lessee, make payments to third parties or deposits to any fund or account established herein directly from the Revenue Fund or any other fund or account from which transfers may be made to the Revenue Fund and may debit and credit such funds or accounts as if actual transfers had been made, and for all purposes of this Agreement such transfers shall be deemed to have been made in the amount or amounts of such payments and on the dates thereof. To the extent applicable, Appendix B shall apply to all transfers authorized to be made pursuant to this Appendix A.

Section 16. Paying Agent.

Payments due with respect to Debt Service on the Series 6 Bonds shall, to the extent set forth in the Special Project Resolution and the Series Resolution, be made from the appropriate funds and accounts through a Paying Agent or Paying Agents appointed by the Authority.

Section 17. Compensation of the Trustee; Non-Recourse; Non-Liability of Individuals, etc.

A. The Lessee shall, from time to time upon demand (*i*) pay to the Trustee, compensation for its services rendered under the Financing Documents, the Paying Agent's Agreement and the Registrar's Agreement, as set forth in the separate fee letter dated the date hereof; (*ii*) reimburse the Trustee for its reasonable expenses, disbursements and advances incurred or made in connection with the exercise, performance or non-performance of any of its powers or duties under the Financing Documents, the Paying Agent's Agreement and the Registrar's Agreement (including the reasonable compensation and the expenses and disbursements of its agents and counsel); and (*iii*) indemnify the Trustee for, and hold it harmless, against, any and all loss, damage, claim, liability or expense incurred without willful misconduct, negligence or bad faith on its part, arising out of or in connection with the acceptance, exercise, performance or non-performance of each of its powers and duties under the Financing Documents, the Paying Agent's Agreement and the Registrar's Agreement, including the reasonable costs and expenses of any defense against any claim or liability in connection with such exercise, performance or non-performance. The provisions of this Section shall survive the termination of this Agreement.

B. The Trustee shall have no recourse to the Authority or the Bondholders for the payment of any compensation, reimbursement or other amounts payable by the Lessee pursuant to Section 17(A) above.

C. Notwithstanding any other provision of any Financing Document to the contrary, no Commissioner, director, committee manager, manager, managing director, controlling Person, direct or indirect shareholder, member, partner, principal, ultimate beneficial owner, officer, representative, agent or employee of or any Authorized Representative, Committee Member, Adjunct Committee Member, Project Director or Manager (as such Persons are identified by the Lessee), of the Authority or the Lessee, or any affiliate of the Authority or the Lessee or of any of the foregoing, shall be charged personally or held contractually liable by or to the other party, or any third-party beneficiary of any Financing Document, under or in connection with any term or provision of any Financing Document or of any supplement, modification or amendment to any Financing Document or because of any breach thereof, or because of its or their execution or attempted execution.

D. Notwithstanding any other provision of any Financing Document to the contrary: (*x*) neither the Trustee nor any third-party beneficiary of any Financing Document, shall have any recourse, or shall make any claim under, or in connection with, any Financing Document, against (*i*) any member of the Lessee, or (*ii*) any of the affiliates of the Lessee or of any such member, or (*iii*) any officer, director, committee manager, manager, managing director, employee, agent, representative, direct or indirect shareholder, member, partner, principal, controlling Person or ultimate beneficial owner, or any Authorized Representative, Committee Member, Adjunct Committee Member, Project Director or Manager (as such Persons are identified by the Lessee), of any of the

Persons mentioned in clauses (*i*) or (*ii*) above and the sole recourse of the Trustee and any third-party beneficiary of any Financing Document shall be against the Lessee's assets irrespective of any failure of the Lessee to comply with applicable law or any provision of any Financing Document, and (*y*) neither the Trustee nor any third-party beneficiary of any Financing Document shall be subrogated, or have any right of subrogation to, any claim of the Lessee for any capital contributions to the Lessee from any member of the Lessee. The acknowledgments and agreements set forth in this Section are made expressly for the benefit of the Persons referred to in clauses (*i*), (*ii*), and (*iii*) above, individually or collectively.

FOR JFK INTERNATIONAL AIR TERMINAL LLC

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

On the 5th day of December in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared, Steven B. Callahan , 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) as Duly Authorized Delegate of Jacques R. J. Greitemann, Executive Committee Member of JFK International Air Terminal LLC, 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.

Ronald LoRusso
(notarial seal and stamp)

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

RONALD T. LORUSSO
Notary Public, State of New York
No. 02LO6142304
Qualified in New York County
Commission Expires March 13, 2010

On the day of December in the year 2006, 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.

_____
(notarial seal and stamp)

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

On the day of December in the year 2006, 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.

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

On the 5th day of December in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared, DAVID A. SIGMAN, 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.

Rosa Barone
(notarial seal and stamp)

ROSA BARONE
NOTARY PUBLIC, State of New York
Reg. No. 01BA6117501
Qualified New York County
My Commission Expires October 25, 2008

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

On the 5 day of December in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared, Christopher McKenna, 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.

Maribel Ruiz
(notarial seal and stamp)

MARIBEL RUIZ
Notary Public, State of New York
No. 01RU6081733
Qualified in County of New York
Commission Expires October 8, 2010

FOR THE TRUSTEE

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

On the first day of December in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared, Miriam Moraca personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

(notarial seal and stamp)

DAVID J. FERNANDEZ
Notary Public, State of New York
No. 5008526
Qualified in Nassau County
Commission Expires Feb 22, 2007

MBIA Insurance Corporation

December 6, 2006

To: The Bank of New York, as Trustee
JFK International Air Terminal LLC
The Port Authority of New York and New Jersey

Supplemental Lease Agreement No. 4
Fourth Supplemental Trust Administration Agreement
Third Supplemental Agreement to Second Leasehold Mortgage

Reference is made to that certain *(i)* Trust Administration Agreement, dated as of May 13, 1997, between JFK International Air Terminal LLC, a New York limited liability company (the "Lessee"), and The Bank of New York, as trustee (the "Trustee") (as the same may be amended from time to time, the "Trust Administration Agreement"), *(ii)* Leasehold Mortgage, dated as of May 13, 1997, between the Lessee and the Trustee, as mortgagee (as the same may be amended from time to time, the "First Leasehold Mortgage") and *(iii)* Port Authority Financing Consent and Agreement, dated as of May 13, 1997, among The Port Authority of New York and New Jersey (the "Port Authority"), MBIA Insurance Corporation ("MBIA"), the Lessee and the Trustee (as the same may be amended from time to time, the "Port Authority Financing Consent and Agreement"). Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Trust Administration Agreement.

Further reference is made to that certain *(i)* Supplemental Lease Agreement No.4, dated as of December 1, 2004, between the Lessee and the Trustee (the "Supplemental Lease Agreement No. 4"), *(ii)* Fourth Supplemental Trust Administration Agreement, dated as of December 1, 2004, between the Lessee and the Trustee (the "Fourth Supplemental Trust Administration Agreement"), and *(iii)* Third Supplemental Agreement to Second Leasehold Mortgage, dated as of December 1, 2004, executed by the Lessee, as mortgagor, and the Port Authority, as mortgagee (the "Third Supplemental Agreement to Second Leasehold Mortgage" and, together with the Fourth Supplemental Trust Administration Agreement and the Supplemental Lease Agreement No. 4, the "Closing Documents").

MBIA represents and confirms that the total aggregate principal amount of the Series 6 Bonds Outstanding are Insured Bonds (as defined in the Port Authority Financing Consent and Agreement) and that MBIA is not in default under the Bond Insurance Policy (as defined in the Port Authority Financing Consent and Agreement).

Pursuant to Section 16 of the Port Authority Financing Consent and Agreement, MBIA, as deemed owner of a principal amount of the Series 6 Bonds equal to the amount of the Insured Bonds, hereby consents to the execution and delivery of the Closing Documents by the relevant parties thereto.

MBIA INSURANCE CORPORATION

By: Neil G. Budnick
Name: Neil G. Budnick
Title: President

12/8 JPKIA ltr to Trustee consenting to execution & delivery of documents

JFK International Air Terminal LLC

December 6, 2006

To: The Bank of New York, as Trustee

Fourth Supplemental Trust Administration Agreement

Reference is made to that certain *(i)* Trust Administration Agreement, dated as of May 13, 1997, between JFK International Air Terminal LLC, a New York limited liability company (the "Company"), and The Bank of New York, as trustee (the "Trustee") (as the same may be amended from time to time, the "Trust Administration Agreement"), *(ii)* Leasehold Mortgage, dated as of May 13, 1997, between the Company and the Trustee, as mortgagee (as the same may be amended from time to time, the "First Leasehold Mortgage") and *(iii)* Port Authority Financing Consent and Agreement, dated as of May 13, 1997, among The Port Authority of New York and New Jersey, MBIA Insurance Corporation ("MBIA"), the Company and the Trustee (as the same may be amended from time to time, the "Port Authority Financing Consent and Agreement"). Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Trust Administration Agreement.

Further reference is made to that certain Fourth Supplemental Trust Administration Agreement, dated as of December 1, 2004, between the Company and the Trustee (the "Fourth Supplemental Trust Administration Agreement"), including the Amended and Restated Appendix A thereto.

The Company hereby requests that the Trustee execute and deliver the Fourth Supplemental Trust Administration Agreement, including the Amended and Restated Appendix A thereto

SUPPLEMENTAL LEASE AGREEMENT NO. 4

between

JFK INTERNATIONAL AIR TERMINAL LLC

and

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

LEASE NO. AYC-685

Dated as of December 1, 2004

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

Port Authority Agreement No. AYC-685

SUPPLEMENTAL LEASE AGREEMENT NO. 4

THIS SUPPLEMENTAL LEASE AGREEMENT NO. 4, dated as of December 1, 2004 and effective as of December 1, 2004 immediately after the time of payment of the 2004 Payment Obligation (the "Supplemental Lease Agreement No. 4 Effective Date"), by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (the "Port Authority") and JFK INTERNATIONAL AIR TERMINAL LLC (the "Lessee"), a limited liability company organized under the laws of the State of New York having an office and place of business at Terminal Four, John F. Kennedy International Airport, Jamaica, New York 11430.

WITNESSETH, That:

WHEREAS, on May 13, 1997, the Port Authority and the Lessee entered into an Agreement of Lease identified by the above-referenced Port Authority agreement number AYC-685 (the "Lease", as the same has heretofore been, is hereby and may hereafter be amended, modified and supplemented) and relating to the development, construction and operation of a new passenger terminal at John F. Kennedy International Airport (the "Terminal 4 Project");

WHEREAS, the Port Authority and the Lessee entered into Supplemental Lease Agreement No. 1 (as the same has been and is hereby and may hereafter be amended, modified and supplemented, the "Supplemental Lease Agreement No. 1") to the Lease, dated as of August 10, 2001, providing for additional funding to complete the Terminal 4 Project (the "Completion Financing");

WHEREAS, the Port Authority and the Lessee entered into Supplemental Lease Agreement No. 2 (as the same has been and is hereby and may hereafter be amended, modified and supplemented, the "Supplemental Lease Agreement No. 2") to the Lease, dated as of December 20, 2002, providing for additional funding to the Lessee for payments due with respect to the Completion Financing during the calendar year 2003;

WHEREAS, the Port Authority and the Lessee have entered into Supplemental Lease Agreement No. 3 (as the same is hereby and may hereafter be amended, modified and supplemented, the "Supplemental Lease Agreement No. 3") to the Lease, dated as of January 1, 2004, providing for, among other things, additional funding to the Lessee for payments due with respect to the Completion Financing on June 1, 2004 and December 1, 2004;

WHEREAS, the Lessee and the Port Authority wish to provide, among other things, for the restructuring of the Completion Financing and the Subordinated Fundings payable under the Lease;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained and effective as of the Supplemental Lease Agreement No. 4 Effective Date, the Port Authority and the Lessee hereby agree as follows:

1. Definitions: Unless the context shall clearly indicate some other meaning or may otherwise require, capitalized terms used in this Supplemental Lease Agreement No. 4 without definition shall have the meanings ascribed thereto in the Lease, as herein amended and supplemented.

In addition thereto, unless otherwise indicated or the context otherwise requires, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the defined terms).

(a) The term "*2004 Alternative Annual Period*" shall mean the Alternative Annual Period commencing January 1, 2004 to and including November 30, 2004.

(b) The term "*2005 Alternative Annual Period*" shall mean the Alternative Annual Period commencing December 1, 2004 to and including November 30, 2005.

(c) The definition of the term "*Aggregate Payment Obligation*" appearing in Article I of Supplemental Lease Agreement No. 1, as amended, supplemented and restated in Supplemental Lease Agreement No. 2, as amended in Supplemental Lease Agreement No. 3, shall be deemed deleted in its entirety and the following new definition inserted in lieu thereof to read as follows:

> "The term "*Aggregate Payment Obligation*" shall mean, collectively, the Payment Obligation, the Additional Payment Obligation, the Semi-Annual Payment Obligation, the Additional Semi-Annual Payment Obligation and the Total Deferred APO Amount."

(d) The term '*Aggregate Payment Obligation Payment Grid*' shall mean the payment grid, entitled "Aggregate Payment Obligation Payment Grid including Semi-Annual Completion Financing Obligation ('SCFO') Payments and Total Deferred APO Amounts", attached as Exhibit AA to Supplemental Lease Agreement No. 4, as the same may be updated and completed from time to time in accordance with the provisions of Section 2.9(xviii) of Article II of Supplemental Lease Agreement No. 1, as amended, supplemented and restated by Supplemental Lease Agreement No. 2, as amended by Supplemental Lease Agreement No. 3 and as amended by Supplemental Lease Agreement No. 4.

(e) The definition of the term "*Agreement* " set forth in Article I of Supplemental Lease Agreement No. 1, as amended, supplemented and restated in Supplemental Lease Agreement No. 2 and as amended in Supplemental Lease Agreement No. 3, shall be

deemed deleted in its entirety and the following new definition inserted in lieu thereof to read as follows:

"The term '*Agreement*' shall mean, collectively, Supplemental Lease Agreement No. 1, Supplemental Lease Agreement No. 2, Supplemental Lease Agreement No. 3 and Supplemental Lease Agreement No. 4, as the foregoing may hereafter be amended, modified and supplemented."

(f) The term '*Amended and Restated Appendix A to the Trust Administration Agreement*' shall have the meaning ascribed thereto in Section 3.1 of the Fourth Supplemental Trust Administration Agreement.

(g) The term '*APO Additional Reconciliation Interest*" shall have the meaning assigned to it in Section 2.11(vi) of Supplemental Lease Agreement No. 1, as amended by Supplemental Lease Agreement No. 4.

(h) The term '*APO Additional Reconciliation Payment*' shall have the meaning assigned to it in Section 2.11(vi) of Supplemental Lease Agreement No. 1, as amended by Supplemental Lease Agreement No. 4.

(i) The term '*APO Late Fee Charge*' shall have the meaning assigned to it in Section 2.11(vi) of Supplemental Lease Agreement No. 1, as amended by Supplemental Lease Agreement No. 4.

(j) The term '*APO Reconciliation Date*' shall have the meaning assigned to it in Section 2.11(v) of Supplemental Lease Agreement No. 1, as amended by Supplemental Lease Agreement No. 4.

(k) The term '*APO Reconciliation Interest*' shall have the meaning assigned to it in Section 2.11(v) of Supplemental Lease Agreement No. 1, as amended by Supplemental Lease Agreement No. 4.

(l) The term '*APO Reconciliation Payment*' shall have the meaning assigned to it in Section 2.11(v) of Supplemental Lease Agreement No. 1, as amended by Supplemental Lease Agreement No. 4.

(m) The term '*APO Reconciliation Payment Date*' shall have the meaning assigned to it in Section 2.11(v) of Supplemental Lease Agreement No. 1, as amended by Supplemental Lease Agreement No. 4.

(n) The term '*Capital Improvements Reserve Fund*' shall mean the Capital Improvements Reserve Fund established pursuant to Section (1)(J) of the Amended and Restated Appendix A to the Trust Administration Agreement.

(o) The term "*Cash Basis Financial Statements*" shall mean, for each Alternative Annual Period commencing with the 2005 Alternative Annual Period, the cash basis financial statements (consisting of a balance sheet, income statement and related footnotes) for

the Lessee's terminal operations (a) which recognize revenues and expenses at the time physical cash or cash equivalents are actually received or paid out, (b) which have been prepared by the Lessee, and (c) which have been reviewed by a nationally recognized firm of certified public accountants pursuant to procedures agreed upon by such firm and the Lessee. Such agreed upon procedures shall consist of:

(i) testing of cash based income and expenses;

(ii) testing that expenses conform with the definition of Permitted O&M Expenses as defined in the Lease;

(iii) testing that items disclosed in the balance sheet and related footnotes conform with the Lease;

(iv) testing that Initial Available Net Cash Flow and Available Net Cash Flow as disclosed in the income statement conforms with the Lease;

(v) reviewing the calculation of Aggregate Payment Obligations as well as calculations of all amounts paid from the Subordinated Payments and Lessee Reserve Fund to test conformity with the Lease; and

(vi) such other procedures necessary to test that the financial statements are prepared on a basis consistent with the requirements of the Lease.

The Cash Basis Financial Statements shall identify, *inter alia*, the amount of Subordinated Fundings and shall include the calculation of such amounts and all other calculations required by Sections 8 and 18 of the Lease.

(p) The term '*Existing Total Deferred APO Amount*' shall mean, with respect to any Semi-Annual Period, the amount calculated as the Total Deferred APO Amount as of the Semi-Annual APO Payment Date occurring at the outset of such Semi-Annual Period.

(q) The term '*Final Investment Payment Date*' as heretofore defined in Supplemental Lease Agreement No. 2 shall be deleted in its entirety and the following new definition shall be inserted in lieu thereof to read as follows:

"The term '*Final Investment Payment Date*' shall mean December 1, 2025."

(r) The term "*First Semi-Annual Period*" shall have the meaning assigned to it in Section 8(l)(c)(ii)(1) of the Lease, as amended by Supplemental Lease Agreement No. 4.

(s) The term "*Fourth Supplemental Trust Administration Agreement*" shall mean the agreement, dated as of the date of Supplemental Lease Agreement No. 4, between the Lessee and the Trustee and consented to by the Port Authority, which forms a supplement to the Trust Administration Agreement.

(t) The term "*Initial Total Deferred APO Amount*" shall have the meaning assigned to it in Section 2.11(i)(I)(c) of Supplemental Lease Agreement No. 1, as amended, supplemented and restated by Supplemental Lease Agreement No. 2, as amended by Supplemental Lease Agreement No. 3 and as amended by Supplemental Lease Agreement No. 4.

(u) The definition of the term "*Project Accountant*" appearing in the Lease shall be deleted in its entirety and the following new definition inserted in lieu thereof to read as follows:

"The term "*Project Accountant*" shall have the meaning set forth in Section 60(k)(i)."

(v) The definition of the term "*Reserve Amounts*" appearing in the Lease shall be deleted in its entirety and the following new definition inserted in lieu thereof to read as follows:

"The term '*Reserve Amounts*' shall mean the amounts required to be deposited pursuant to Section 4 (*Debt Service Reserve Fund*), Section 8 (*Operation and Maintenance Reserve Fund*), Section 9 (*Major Maintenance and Renewal Fund*) and Section 12 (*Capital Improvements Reserve Fund*) of the Amended and Restated Appendix A to the Trust Administration Agreement."

(w) The term "*Second Semi-Annual Period*" shall have the meaning assigned to it in Section 8(I)(c)(ii)(1) of the Lease, as amended by Supplemental Lease Agreement No. 4.

(x) The definition of the term "*Second Leasehold Mortgage*" appearing in Article I of Supplemental Lease Agreement No. 1, as amended, supplemented and restated in Supplemental Lease Agreement No. 2 and as amended in Supplemental Lease Agreement No. 3, shall be deemed deleted in its entirety and the following new definition inserted in lieu thereof to read as follows:

"The term '*Second Leasehold Mortgage*' shall mean a second mortgage by the Lessee of its Leasehold, issued as security for the Aggregate Payment Obligation, in substantially the form set forth in Exhibit F attached to Supplemental Lease Agreement No. 1, as amended by that certain First Supplemental Agreement to Second Leasehold Mortgage dated as of December 20, 2002 in substantially the form set forth in Exhibit N attached to Supplemental Lease Agreement No. 2, and as amended by that certain Second Supplemental Agreement to Second Leasehold Mortgage dated as of May 31, 2004 in substantially the form set forth in Exhibit V attached to Supplemental Lease Agreement No. 3 to the Lease, dated as of January 1, 2004, and as further amended by that certain Third Supplemental Agreement to Second Leasehold Mortgage dated as of December 1, 2004 in substantially the form set forth in Exhibit BB attached to Supplemental Lease Agreement No. 4 to the Lease, dated as of December 1, 2004."

(y) The term '*Second Ten Million Dollar Amount*" shall mean the amount described in Section 8(II)(b) of the Lease, as amended by Supplemental Lease Agreement No. 4.

(z) The term '*Semi-Annual APO Payment Date*' shall have the meaning assigned to it in paragraph (xviii) of Section 2.9 of Article II of Supplemental Lease Agreement No. 1, as amended, supplemented and restated by Supplemental Lease Agreement No. 2, as amended by Supplemental Lease Agreement No. 3, and as further amended by Supplemental Lease Agreement No. 4.

(aa) The term '*Semi-Annual Completion Financing Obligation*' shall mean with respect to each Semi-Annual Period of each Alternative Annual Period, an amount equal to the sum of the Semi-Annual Payment Obligation, Annual Payment Obligation, Additional Semi-Annual Payment Obligation, and Additional Annual Payment Obligation payable with respect to such Semi-Annual Period of such Alternative Annual Period, but not including any portion of the Total Deferred APO Amount.

(bb) The term '*Semi-Annual Period*' shall have the meaning assigned to it in Section 8(I)(c)(ii)(1) of the Lease, as amended by Supplemental Lease Agreement No. 4.

(cc) The term '*Semi-Annual Subordinated Funding Date*' shall have the meaning assigned to it in Section 8(I)(c)(ii)(4) of the Lease, as amended by Supplemental Lease Agreement No. 4.

(dd) The term '*Subordinated Funding*' shall have the meaning assigned to it in Section 8(I)(c)(i)(2) of the Lease, as amended by Supplemental Lease Agreement No. 4.

(ee) The term '*Total Deferred APO Amount*" shall have the meaning assigned to it in Section 2.11 of Supplemental Lease Agreement No. 1 as amended, supplemented and restated by Supplemental Lease Agreement No. 2, as amended by Supplemental Lease Agreement No. 3 and as amended by Supplemental Lease Agreement No. 4.

(ff) The term '*2015 Mode*' as heretofore defined in the Lease shall be deleted in its entirety and the following new definition inserted in lieu thereof to read as follows:

> "'*2015 Mode*' shall mean the portion of the Term from the Effective Date to December 31, 2004."

2. In Section 3 of the Lease, entitled "Term", paragraph (b) shall be amended to read as follows:

> "(b) Unless sooner terminated, the Term shall expire on May 13, 2026 which the parties acknowledge is the date which is twenty-five (25) years after DBO."

3. Section 2.5 of Article II of Supplemental Lease Agreement No. 1, as amended, supplemented and restated by Supplemental Lease Agreement No. 2 and as amended by

Supplemental Lease Agreement No. 3, entitled "*Priority of Aggregate Payment Obligation*", shall be deleted in its entirety and the following Section 2.5 shall be substituted in lieu thereof:

"2.5. *Priority of Aggregate Payment Obligation.*

(i) The Lessee hereby irrevocably pledges to pay the Aggregate Payment Obligation after (1) payment of any Senior Obligations that are payable at the same time that such Aggregate Payment Obligation is due and (2) deposit of amounts which are required deposits, with respect to the Semi-Annual Period or Alternative Annual Period in respect of which the Aggregate Payment Obligation payment is due, pursuant to Section 4 (Debt Service Reserve Fund), Section 8 (Operation and Maintenance Reserve Fund) and Section 9 (Major Maintenance and Renewal Fund) of the Amended and Restated Appendix A to the Trust Administration Agreement, but the Aggregate Payment Obligation shall be paid before payment of any of the Contingent Obligations listed in Section 8(I)(c) of the Lease which are then due. With respect to the 2004 Alternative Annual Period, the Aggregate Payment Obligation shall be paid prior to the payments described in paragraphs 10(a) and 10(b) of Supplemental Lease Agreement No. 4 are made. With respect to the 2005 Alternative Annual Period, and all subsequent Alternative Annual Periods, payments of the Aggregate Payment Obligation shall be made in accordance with the provisions of Section 6(B)(8) of the Amended and Restated Appendix A to the Trust Administration Agreement, and prior to deposits or fundings to be made pursuant to Section 6(B)(9) of the Amended and Restated Appendix A to the Trust Administration Agreement.

(ii) It is expressly agreed and understood that, notwithstanding anything to the contrary contained in the Lease, (a) Lessee's obligation to pay the portion of the Aggregate Payment Obligation due in respect of each Semi-Annual Period, prior to the earlier of (x) the Final Investment Payment Date and (y) the effective date of termination of the Lease, shall be conditioned upon the existence of sufficient Initial Available Net Cash Flow in respect of such Semi-Annual Period, (b) Lessee's failure to pay the portion of the Aggregate Payment Obligation (or any portion thereof) due in respect of such Semi-Annual Period prior to the earlier of (x) the Final Investment Payment Date and (y) the effective date of termination of the Lease solely as a result of insufficient Initial Available Net Cash Flow shall not be an Aggregate Payment Obligation Event of Default under Section 6.1(i) of this Agreement or an Event of Default under Section 25 of the Lease, and (c) Lessee's failure to pay the portion of the Aggregate Payment Obligation (or any portion thereof) due in respect of such Semi-Annual Period for any reason other than solely as a result of insufficient Initial Available Net Cash Flow shall constitute an Aggregate Payment Obligation Event of Default under Section 6.1 of this Agreement and an Event of Default under Section 25 of the Lease, subject to the exceptions set forth in Sections 2.11(v) and 2.11(vi) of Supplemental Lease Agreement No. 1, as amended by Supplemental Lease Agreement No. 4. Nothing stated in this Section or in Supplemental Lease Agreement No. 4 shall supercede Section 7.1 of Article VII of Supplemental

Lease Agreement No. 1 or shall relieve the Lessee of the obligation to pay the full balance of the Aggregate Payment Obligation in the event the Lease is no longer in effect, whether terminated by the Port Authority, the Lessee or otherwise."

4. Section 2.7 of Article II of Supplemental Lease Agreement No. 1, as amended, supplemented and restated by Supplemental Lease Agreement No. 2 and as amended by Supplemental Lease Agreement No. 3, entitled "*Prepayment*", shall be deleted in its entirety and the following Section 2.7 shall be substituted in lieu thereof:

"2.7. *Prepayment.*

(i) The Lessee may prepay, without premium or penalty, the Aggregate Payment Obligation in whole at any time, or, with the consent of the Port Authority, in part on any Semi-Annual APO Payment Date while the Aggregate Payment Obligation, or any portion thereof, remains outstanding, upon a written notice of prepayment given by the Lessee and delivered personally to the office of the Treasurer or the Assistant Treasurer of the Port Authority no later than 5:00 p.m., New York City time, on a Business Day which is not less than ten (10) days prior to the date upon which such prepayment is to be made; *provided, however*, that any partial prepayment shall be in an amount that is an integral multiple of One Million Dollars and No Cents ($1,000,000.00).

(ii) In the event of any partial prepayment of the Aggregate Payment Obligation pursuant to Section 2.7(i), above, such prepayment shall first be allocated to the Semi-Annual Payment Obligation portion and the Additional Semi-Annual Payment Obligation portion of the then-existing Total Deferred APO Amount, in that order. If any partial prepayment fully satisfies the then-existing Total Deferred APO Amount, then the balance of such partial prepayment shall be applied first to the Semi-Annual Payment Obligation and the Additional Semi-Annual Payment Obligation components of the remaining components of the Aggregate Payment Obligation, in that order. Each payment of the Annual Payment Obligation or Additional Annual Payment Obligation scheduled to be made subsequent to the date of such partial prepayment shall be reduced by an amount that is proportional to the reduction in such Annual Payment Obligation or Additional Annual Payment Obligation, as the case may be, effected by the balance of such partial prepayment, *provided, however*, that the amended schedule of payments shall be made a part of this Agreement by means of a written amendment, executed by the Lessee and the Port Authority, to the 2025 Payment Schedule."

5. Section 2.8 of Article II of Supplemental Lease Agreement No. 1, entitled "*Automatic Extension of Final Investment Payment Date*", as amended, supplemented and restated by Supplemental Lease Agreement No. 2 and as amended by Supplemental Lease Agreement No. 3, shall be deleted in its entirety and the following Section 2.8 shall be substituted in lieu thereof:

"2.8. *Extension of Final Investment Payment Date.* As a result of the occurrence of the Basic Lease Extension, the Final Investment Payment Date shall be the date identified as the Final Investment Payment Date in Supplemental Lease Agreement

No. 4 and the 2025 Payment Schedule shall be effective as of the effective date of the Basic Lease Extension."

6. Section 2.9 of Article II of Supplemental Lease Agreement No. 1, entitled "*Payments and Computations*", as amended, supplemented and restated by Supplemental Lease Agreement No. 2 and as amended by Supplemental Lease Agreement No. 3, shall be further amended by inserting the following new subparagraphs (xvi) through (xix) immediately after paragraph (xv) thereof to read as follows:

"(xvi) The Lessee shall make the payment of the Total Deferred APO Amount (if any), to the Port Authority at the Port Authority's Fiscal Office on the day when due in lawful money of the United States of America in immediately available funds and consistent with the provisions of Section 2.5 of Article II of Supplemental Lease Agreement No. 1, as amended, supplemented and restated by Supplemental Lease Agreement No. 2, as amended by Supplemental Lease Agreement No. 3, and as amended by Supplemental Lease Agreement No. 4.

(xvii) All computations of the Total Deferred APO Amount, if any, shall be calculated on the basis of a three hundred sixty (360) day year comprised of twelve thirty (30) day months.

(xviii) From and after December 1, 2004, on each May 31 and November 30 (or, if such day is not a Business Day, then by the close of business on the preceding Business Day), the Lessee shall deliver to the Port Authority a written statement of advice setting forth the estimated amount of payments to be made by it to the Port Authority on the immediately succeeding June 1 and December 1 payment due dates (each, a "Semi-Annual APO Payment Date"), as the case may be, in connection with the items on the Aggregate Payment Obligation Payment Grid which are described in clauses (1) through (5), below. In the event of any difference between the amounts set forth on the Lessee's written statement of advice and the amounts actually paid to the Port Authority on the succeeding Semi-Annual APO Payment Date, the Lessee shall deliver a revised written statement of advice to the Port Authority on such Semi-Annual APO Payment Date, identifying all differences and the actual amounts paid. The Port Authority shall maintain the Aggregate Payment Obligation Payment Grid in a manner which reflects the actual amounts paid by the Lessee. The Aggregate Payment Obligation Payment Grid shall provide for the following:

(1) the amount of the portion of the Semi-Annual Completion Financing Obligation payable on the Semi-Annual APO Payment Date with respect to the relevant Semi-Annual Period just ending, including the amount of each individual component thereof, i.e., Semi-Annual Payment Obligation, Additional Semi-Annual Payment Obligation, Annual Payment Obligation and Additional Annual Payment Obligation,

(2) Existing Total Deferred APO Amount, exclusive of the interest accrued on such amount from the immediately preceding Semi-Annual APO Payment Date to the relevant Semi-Annual APO Payment Date,

(3) the accrued interest on the Total Deferred APO Amount described in item (2) above, calculated from the immediately preceding Semi-Annual APO Payment Date to the Semi-Annual APO Payment Date for the relevant Semi-Annual Period just ending, calculated in accordance with Section 2.11 of Supplemental Lease Agreement No. 1, as amended, supplemented and restated by Supplemental Lease Agreement No. 2, as amended by Supplemental Lease Agreement No. 3, and as amended by Supplemental Lease Agreement No. 4,

(4) the sum of the amounts described in items (2) and (3) above,

(5) the sum of the amounts described in items (1) and (4) above,

(6) the actual amount of item (5), above, which is paid by the Lessee to the Port Authority on the Semi-Annual APO Payment Date with respect to the Semi-Annual Period just ended (as adjusted to reflect any APO Reconciliation Payment or any APO Additional Reconciliation Payment made by the Lessee to the Port Authority), and

(7) the portion of the amount of item (5), above, which is not paid by the Lessee and received by the Port Authority on the payment due date with respect to the Semi-Annual Period just ended, which unpaid, outstanding balance shall constitute and be deemed to constitute the Total Deferred APO Amount outstanding as of the close of business on the Semi-Annual APO Payment Date with respect to the Semi-Annual Period just ended. Such amount, therefore, shall take into account payments described in item (6), above.

Payments made by the Lessee and received by the Port Authority on each Semi-Annual APO Payment Date (as adjusted to reflect any APO Reconciliation Payment or any APO Additional Reconciliation Payment made by the Lessee to the Port Authority) shall be applied and allocated as of each such Semi-Annual APO Payment Date, with respect to the relevant Semi-Annual Period to which it relates, as aforesaid, in the order in which the type of payment obligation is listed, and for the type of payment obligation identified, on the Aggregate Payment Obligation Payment Grid.

(xix) Promptly, and in no event later than five Business Days after its receipt of a demand by the Lessee on any Business Day during the term of this Agreement, the Port Authority will furnish to the Lessee a current copy of the Aggregate Payment Obligation Payment Grid, certified by the Port Authority to be a true and correct copy."

7. Section 2.10 of Article II of Supplemental Lease Agreement No. 1, entitled "*Subordination of the Aggregate Payment Obligation*", as amended, supplemented and restated by Supplemental Lease Agreement No. 2 and as amended by Supplemental Lease Agreement No. 3, shall be deleted in its entirety and the following Section 2.10 shall be substituted in lieu thereof:

"2.10. *Subordination of the Aggregate Payment Obligation.* The Lessee and the Port Authority hereby expressly agree that payment of the Aggregate Payment Obligation is subordinate to the payment of Senior Obligations and deposits required to be made pursuant to Section 4 (Debt Service Reserve Fund), Section 8 (Operation and Maintenance Reserve Fund) and Section 9 (Major Maintenance and Renewal Fund) of the Amended and Restated Appendix A to the Trust Administration Agreement."

8. Article II of Supplemental Lease Agreement No. 1, as amended, supplemented and restated by Supplemental Lease Agreement No. 2 and as amended by Supplemental Lease Agreement No. 3, shall be further amended by inserting the following new Section 2.11 immediately after Section 2.10 to read as follows:

"2.11. Total Deferred APO Amount and Subordination of the Total Deferred APO Amount.

(i) The term "Total Deferred APO Amount" shall mean an amount calculable with respect to each Semi-Annual Period and which shall be calculated as follows:

(I) With respect to the First Semi-Annual Period in the 2005 Alternative Annual Period, on June 1, 2005:

(a) there shall be calculated that portion (if any) of the Semi-Annual Completion Financing Obligation that is not paid on the June 1, 2005 Semi-Annual APO Payment Date which relates to such First Semi-Annual Period solely as a result of insufficient Initial Available Net Cash Flow as of the close of such First Semi-Annual Period;

(b) the amount calculated in clause (i)(I)(a), above (if any), shall be added to the sum of the following: (x) the amount of any portion of the Semi-Annual Completion Financing Obligation payment which was unpaid on the December 1, 2004 Semi-Annual APO Payment Date pursuant to Section 2.5 of Article II of Supplemental Lease Agreement No. 1, as amended by Supplemental Lease Agreement No. 3 and (y) the interest accrued on the amount described in clause (i)(I)(b)(x), above, as calculated in accordance with Section 2.11(iii), below, from December 1, 2004; and

(c) the sum obtained from the calculation pursuant to clause (i)(I)(b), above, shall be reduced by the amount of any payment in respect of such sum which is received by the Port Authority from the Lessee on the June 1, 2005 the Semi-Annual APO Payment Date which relates to the immediately preceding Semi-Annual Period, provided, that any APO Reconciliation Payment or APO Additional

Reconciliation Payment made to the Port Authority by the Lessee on an APO Reconciliation Date or Semi-Annual APO Payment Date, as the case may be, with respect to the First Semi-Annual Period in the 2005 Alternative Annual Period shall further reduce the sum obtained from the calculation pursuant to clause (i)(I)(b), above, and, provided further, that any reduction of the sum obtained from the calculation pursuant to clause (i)(I)(b), above, that occurs as a result of such APO Reconciliation Payment or APO Additional Reconciliation Payment shall be effective as of the Semi-Annual APO Payment Date for the Semi-Annual Period to which such APO Reconciliation Payment or APO Additional Reconciliation Payment relates. The amount calculated in accordance with the provisions of this Section 2.11(i)(I) shall be referred to as, and constitute, the "Initial Deferred APO Amount".

(II) With respect to the Second Semi-Annual Period in the 2005 Alternative Annual Period and each Semi-Annual Period thereafter, on December 1, 2005 and on each Semi-Annual APO Payment Date thereafter, as the case may be:

(a) there shall be calculated that portion (if any) of the Semi-Annual Completion Financing Obligation that is not paid on the Semi-Annual APO Payment Date that relates to such Semi-Annual Period solely as a result of insufficient Initial Available Net Cash Flow as of the close of such Semi-Annual Period;

(b) the amount calculated in clause (i)(II)(a), above (if any), shall be added to the sum of the following: (x) the Existing Total Deferred APO Amount (as reflected in column (2) on the applicable Aggregate Payment Obligation Payment Grid), and (y) the interest accrued on the amount described in clause (i)(II)(b)(x), above, as calculated in accordance with Section 2.11(iii), below, from the immediately preceding Semi-Annual APO Payment Date (as reflected in column (3) on the applicable Aggregate Payment Obligation Payment Grid), provided, however, the Existing Total Deferred APO Amount on the December 1, 2005 Semi-Annual APO Payment Date shall be equal to the Initial Total Deferred APO Amount; and

(c) the sum obtained from the calculation pursuant to clause (i)(II)(b), above, shall be reduced by the amount of any payment in respect of such sum which is received by the Port Authority from the Lessee on the Semi-Annual APO Payment Date which relates to the Semi-Annual Period for which the amount described in clause (i)(II)(a), above, was calculated, provided, that any APO Reconciliation Payment or APO Additional Reconciliation Payment made to the Port Authority by the Lessee on an APO Reconciliation Date or Semi-Annual APO Payment Date, as the case may be, which relates to the Semi-Annual Period for which the amount described in clause (i)(II)(a), above, was calculated, shall further reduce the sum obtained from the calculation pursuant to clause (i)(II)(b), above, and, provided further, that any reduction of the sum obtained from the calculation pursuant to clause (i)(II)(b), above, that occurs as a result of such APO Reconciliation Payment or APO Additional Reconciliation Payment shall be effective as of the Semi-Annual APO Payment Date for the Semi-Annual Period to which such APO Reconciliation Payment or APO Additional Reconciliation Payment relates. The amount calculated in accordance with the provisions

of this Section 2.11(i)(II) shall be referred to as, and constitute, the "Total Deferred APO Amount" as of the Semi-Annual APO Payment Date on which the amount in clause (i)(II)(a), above, was calculated.

The Initial Total Deferred APO Amount and the Existing Total Deferred APO Amount shall be subject to the same provisions and conditions in the Agreement as are otherwise applicable to the Total Deferred APO Amount including, without limitation, Sections 2.11(ii)-(vi), below. Further, references in the Third Supplemental Agreement to Second Leasehold Mortgage (identified in paragraph 17(b) of Supplemental Lease Agreement No. 4) to the Total Deferred APO Amount shall be deemed to include (without duplication) the Initial Total Deferred APO Amount and the Existing Total Deferred APO Amount.

(ii) The full amount of the outstanding balance of the Total Deferred APO Amount shall be deemed to mature and, accordingly, the Lessee shall be obligated to pay such full amount not theretofore paid, on the earlier of (x) the Final Investment Payment Date and (y) the effective date of termination of the Term. After the maturity date cited in the preceding sentence, the full amount of the outstanding balance of the Total Deferred APO Amount outstanding at any time shall continue to accrue interest at the Additional Investment Default Rate until it is paid in full to the Port Authority. The amount calculated in accordance with the provisions of this Section 2.11(ii) shall be referred to as, and constitute, the Total Deferred APO Amount as of any date after the maturity date cited in the first sentence of this Section 2.11(ii).

(iii) The Total Deferred APO Amount shall bear interest at the rate of per annum, calculated semi-annually at the semi-annual interest rate of on each Semi-Annual APO Payment Date, *provided, however*, said interest may be calculated as of any date during a Semi-Annual Period so as to include that portion of the Semi-Annual Period which has elapsed through the date of calculation, and such calculation shall be used to determine the Total Deferred APO Amount outstanding as of any particular date. (For the purpose of illustration only, if on June 1, 2006 the unpaid amount under Section 2.11(i)(II)(a), above, is $100,000 and there is no Existing Total Deferred APO Amount as of June 1, 2006, under clause (i)(II)(b), above, then the unpaid sum of $100,000 under clause (i)(II)(c), above, shall accrue interest at the rate of per annum commencing June 1, 2006, and, assuming that neither an APO Reconciliation Payment is made pursuant to Section 2.11(v), below, nor an APO Additional Reconciliation Payment is made pursuant to Section 2.11(vi), below, so as to reduce the Total Deferred APO Amount, then the next semi-annual calculation of Total Deferred APO Amount shall occur on December 1, 2006 with the amount of $100,000 constituting the Existing Total Deferred APO Amount under clause (i)(II)(b)(x), above, which amount would accrue interest pursuant to clause (i)(II)(b)(y), above.)

(iv) Lessee shall pay to the Port Authority the Total Deferred APO Amount, to the extent of Initial Available Net Cash Flow, and the Total Deferred APO Amount shall continue to accrue interest in accordance with Section 2.11(iii), above, or in accordance with the last sentence of Section 2.11(ii), above, each as applicable, until fully paid. The

Lessee hereby irrevocably pledges to pay to the Port Authority, to the extent of Initial Available Net Cash Flow, the Total Deferred APO Amount that may be outstanding with respect to any Semi-Annual Period prior to any payment to either the Lessee or the Port Authority of any Contingent Obligations with respect to such Semi-Annual Period.

(v) In the event that Initial Available Net Cash Flow is sufficient as of the end of a Semi-Annual Period to pay all or a portion of the Aggregate Payment Obligation due on the Semi-Annual APO Payment Date that relates to such Semi-Annual Period, but all or any such portion of the Aggregate Payment Obligation due on such Semi-Annual APO Payment Date is not paid, for any reason whatsoever, such non-payment shall constitute an Aggregate Payment Obligation Event of Default and an Event of Default under Section 25 of the Lease except if, and only if, (1) the requirements stated below in this subparagraph (v) are strictly complied with and (2) there was previously an incorrect determination of the Initial Available Net Cash Flow in respect of such Semi-Annual Period that was not due to the willful act, willful omission or gross negligence of the Lessee. Not later than the second Business Day prior to the 25th day of the calendar month during which such Semi-Annual APO Payment Date occurs (an "APO Reconciliation Date"), the Lessee shall recalculate the Initial Available Net Cash Flow as of the last day of the Semi-Annual Period to which such Semi-Annual APO Payment Date relates and, in the event that the Lessee determines that there was sufficient Initial Available Net Cash Flow to pay a greater portion of the Aggregate Payment Obligation on such Semi-Annual APO Payment Date than that which the Lessee actually paid, then the Lessee shall pay to the Port Authority, on the 25th day of the calendar month during which such Semi-Annual APO Payment Date occurred (an "APO Reconciliation Payment Date"), such greater portion of the Aggregate Payment Obligation that was due on such Semi-Annual APO Payment Date but was not paid on such date (an "APO Reconciliation Payment"), together with the interest that has accrued on the amount of the APO Reconciliation Payment in accordance with Section 2.11(iii), above ("APO Reconciliation Interest"), from such Semi-Annual APO Payment Date through the APO Reconciliation Payment Date. For the avoidance of doubt, it is expressly understood that APO Reconciliation Interest is separate from, and is required to be paid in addition to, the APO Reconciliation Payment. Notwithstanding the foregoing, only an APO Reconciliation Payment which is an amount of Ten Thousand Dollars and No Cents ($10,000.00) or greater shall be permitted to be paid on the APO Reconciliation Payment Date; any APO Reconciliation Payment which is an amount that is less than $10,000.00 must be paid on the immediately succeeding Semi-Annual APO Payment Date, together with APO Reconciliation Interest from the immediately preceding Semi-Annual APO Payment Date to the Semi-Annual APO Payment Date on which such APO Reconciliation Payment is made. On each APO Reconciliation Payment Date and Semi-Annual APO Payment Date (in the case of an APO Reconciliation Payment in an amount that is less than $10,000.00), the Total Deferred APO Amount, as previously determined on the immediately preceding Semi-Annual APO Payment Date, shall be reduced to reflect the amount of the APO Reconciliation Payment made by the Lessee to the Port Authority on such APO Reconciliation Payment Date or Semi-Annual APO Payment Date, as applicable, and such reduction shall be effective as of the Semi-Annual APO Payment Date to which such APO Reconciliation Payment relates.

(vi) It is expressly agreed and understood that the Lessee is obligated to calculate the Initial Available Net Cash Flow (a) on the last day of each Semi-Annual Period and (b) on each Semi-Annual APO Payment Date and APO Reconciliation Date, and the Lessee shall not be required to calculate the Initial Available Net Cash Flow on any other date. If it is determined, based on the Cash Basis Financial Statements required by Section 8(I)(c)(iii)(1) of the Lease (as amended by Supplemental Lease Agreement No. 4) or the Annual Audited Financial Statements required by Section 60(k)(i) of the Lease (as amended by Supplemental Lease Agreement No. 4), on a True-up Date for the immediately preceding Alternative Annual Period that sufficient Initial Available Net Cash Flow existed for the Lessee to pay a greater portion of the Aggregate Payment Obligation due on any Semi-Annual APO Payment Date with respect to such Alternative Annual Period than that which the Lessee actually paid, for any reason whatsoever, such non-payment shall constitute an Aggregate Payment Obligation Event of Default and an Event of Default under Section 25 of the Lease except if, and only if, (1) the requirements stated below in this subparagraph (vi) are strictly complied with and (2) there was previously an incorrect determination of the Initial Available Net Cash Flow in respect of such Semi-Annual Period that was not due to the willful act, willful omission or gross negligence of the Lessee. On the Semi-Annual APO Payment Date immediately following a True-up Date on which it is determined that there was sufficient Initial Available Net Cash Flow to pay a greater portion of the Aggregate Payment Obligation payable on any Semi-Annual APO Payment Date with respect to the Alternative Annual Period to which such True-up Date relates than that which the Lessee actually paid on such Semi-Annual APO Payment Date (or which Lessee actually paid by means of one or more APO Reconciliation Payments pursuant to Section 2.11(v), above, with respect to the Semi-Annual Period to which such Semi-Annual APO Payment Date relates), then the Lessee shall pay to the Port Authority such greater portion of the Aggregate Payment Obligation that was due on such Semi-Annual APO Payment Date but which was not actually so paid (an "APO Additional Reconciliation Payment") together with (a) the interest that has accrued on the amount of the APO Additional Reconciliation Payment in accordance with Section 2.11(iii), above ("APO Additional Reconciliation Interest"), from the Semi-Annual APO Payment Date on which the amount of the APO Additional Reconciliation Payment was initially due through the Semi-Annual APO Payment Date on which such APO Additional Reconciliation Payment is actually made, plus (b) a late fee charge on the amount of the APO Additional Reconciliation Payment at the annual rate of 10.45% (the "APO Late Fee Charge") from the Semi-Annual APO Payment Date on which the amount of the APO Additional Reconciliation Payment was initially due through the Semi-Annual APO Payment Date on which such APO Additional Reconciliation Payment is actually made. For the avoidance of doubt, it is expressly understood that APO Additional Reconciliation Interest and the APO Late Fee Charge are separate from, and are required to be paid in addition to, the APO Additional Reconciliation Payment. On each Semi-Annual APO Payment Date on which an APO Additional Reconciliation Payment is made by the Lessee to the Port Authority, the Total Deferred APO Amount determined as of each Semi-Annual APO Payment Date with respect to the Alternative Annual Period to which the APO Additional Reconciliation Payment relates shall be reduced to reflect the amount of such APO Additional

Reconciliation Payment that is allocable to each such Semi-Annual APO Payment Date and such reduction shall be effective as of each such Semi-Annual APO Payment Date, provided, that, if there is a reduction in the Total Deferred APO Amount determined as of the Semi-Annual APO Payment Date with respect to the First Semi-Annual Period of the Alternative Annual Period, the Total Deferred APO Amount determined as of the Semi-Annual APO Payment Date with respect to the Second Semi-Annual Period of such Alternative Annual Period shall be recalculated in accordance with the provisions of Section 2.11(i). "

9. Section 8.2 of Article VIII of Supplemental Lease Agreement No. 1, as amended, supplemented and restated by Supplemental Lease Agreement No. 2 and as amended by Supplemental Lease Agreement No. 3, entitled "*Reduction of Available Net Cash Flow*", shall be deleted in its entirety and the following Section 8.2 shall be substituted in lieu thereof:

"8.2. *Standard Reduction.* For purposes of calculating Available Net Cash Flow, Initial Available Net Cash Flow (as defined in Section 8(I)(c)(i)(1) of the Lease, as amended by Supplemental Lease Agreement No. 4) for each Semi-Annual Period or Alternative Annual Period, shall be reduced in an amount equal to the amount of any payment made in connection with the Aggregate Payment Obligation with respect to such period. For purposes both of calculating Available Net Cash Flow, with the reduction provided for in this Section 8.2, and in connection with determining Contingent Obligations to be paid under Section 8(I)(c) of the Lease, any payment in connection with the Aggregate Payment Obligation that is due on a June 1 Semi-Annual APO Payment Date shall be treated as if it was due on the immediately preceding May 31 and any payment in connection with the Aggregate Payment Obligation that is due on a December 1 Semi-Annual APO Payment Date shall be treated as if it was due on the immediately preceding November 30, it being understood that the Semi-Annual APO Payment Dates of June 1 and December 1 for payments in connection with the Aggregate Payment Obligation shall remain unchanged.

Initial Available Net Cash Flow shall be further reduced by the following:

(i) the amount of any funds that are (a) to be transferred from the Revenue Fund to the Subordinated Payments and Lessee Reserve Fund, subject to the prior consent of the Port Authority, with respect to the period for which the Initial Available Net Cash Flow being reduced by this Section 8.2 was calculated and/or (b) to remain on deposit in the Subordinated Payments and Lessee Reserve Fund, subject to the prior consent of the Port Authority, in each instance to be held as reserves in anticipation of projected shortfalls in subsequent Alternative Annual Periods in the funding of Permitted O&M Expenses, Ground Rental, Building Rental, Facility Rental B and/or required deposits into the Debt Service Reserve Fund, Operation and Maintenance Reserve Fund and Major Maintenance and Renewal Fund; and

(ii) with respect to the First Semi-Annual Period of an Alternative Annual Period, the amount, if any, to be held (at the direction of Lessee, without the necessity of the prior consent of the Port Authority) with respect to such period in the Subordinated

Payments and Lessee Reserve Fund; provided, however, that the foregoing may only be caused to occur in reasonable anticipation of projected shortfalls in revenue in the Second Semi-Annual Period of the same Alternative Annual Period."

10. (a) With respect specifically to the 2004 Alternative Annual Period, and notwithstanding the terms and conditions of paragraphs (c) and (d) of Subdivision I of Section 8 of the Lease, on February 1, 2005 (as later adjusted on June 29, 2006) the Lessee shall be paid, to the extent funds are available from the amount obtained by subtracting (a) the sum of the Payment Obligation, the Additional Payment Obligation and the December 2004 Payment Obligation due on December 1, 2004 from (b) the December 2004 Available Funds, an amount equal to

Any remaining balance after payment of such shall be paid to the Port Authority in respect of the Such payments to the Lessee and to the Port Authority shall not constitute either a Contingent Obligation or a Subordinated Funding, it being understood that the amount of shall be paid to the Lessee in lieu of the Lessee Terminal Management Funds for the said 2004 Alternative Annual Period. Further, such payments shall be made in accordance with paragraph 2(f) of Supplemental Lease Agreement No. 3.

(b) Effective as of the Supplemental Lease Agreement No. 4 Effective Date, paragraph (b) of Subdivision II of Section 8 of the Lease shall be deleted in its entirety and the following new paragraph (b) inserted in lieu thereof to read as follows:

"(b)

shall be deferred and paid to the Port Authority as follows: (i) with respect to the first Alternative Annual Period, the amount to be paid to the Port Authority shall be the remaining balance of December 2004 Available Funds after payment to the Lessee of funds in lieu of the Lessee Terminal Management Funds, in accordance with paragraph 10(a) of Supplemental Lease Agreement No. 4 and (ii) with respect to each successive Alternative Annual Period, the amount to be paid to the Port Authority shall be the unpaid balance of the Second Ten Million Dollar Amount, to be paid in accordance with the provisions of Sections 8(I)(c)(i)(4)(C) and 8(I)(c)(i)(5)(D) of the Lease, as Section 8(I)(c) has been amended by Supplemental Lease Agreement No. 4. Within a reasonable time after receipt of a written request from the Lessee to do so, the Port Authority shall advise the Lessee whether the Second Ten Million Dollar Amount has been paid in full; *provided, however,* that such advice shall in all events be subject to subsequent modification or correction based upon Port Authority audit review and findings."

11. Without affecting any of the amount or payment of any Subordinated Fundings made or to be made prior to the Supplemental Lease Agreement No. 4 Effective Date, effective as said Supplemental Lease Agreement No. 4 Effective Date, subsection (c) of Section 8(I) of the Lease shall be deleted from the Lease in its entirety and the following subsection (c) shall be substituted in lieu thereof to read as follows:

"(c) Subordinated Fundings. The Lessee shall pay or provide for the payment of the following obligations (each a "Contingent Obligation" and collectively, the "Contingent Obligations") by making or providing Subordinated Funding for such Contingent Obligations in accordance with the provisions of this subsection (c):

Lessee Terminal Management Funds,
First Additional Land Rental,
Lessee Retail Management Funds,
Capital Improvements Reserve Fund,
Port Authority Residual Rental, and
Lessee Residual Funds

(i) Calculation of Subordinated Fundings.

(1) Calculation of Initial Available Net Cash Flow and Available Net Cash Flow. (A) The term "Initial Available Net Cash Flow" shall mean, with respect to any period, an amount equal to (x) Gross Revenues with respect to such period plus (y) the sum of (A) amounts on deposit as Reserve Amounts that are utilized to pay Permitted O&M Expenses in such period and (B) amounts held as reserves in the Subordinated Payments and Lessee Reserve Fund, minus (z) the sum of (A) the amount of Permitted O&M Expenses expended for such period, (B) payments of Building Rental with respect to such period, (C) Ground Rental with respect to such period, (D) the sum of any payments (or fundings) of Facility Rental B with respect to such period, (E) amounts deposited, with respect to such period, as required deposits pursuant to Section 4 (Debt Service Reserve Fund), Section 8 (Operation and Maintenance Reserve Fund) and Section 9 (Major Maintenance and Renewal Fund) of the Amended and Restated Appendix A to the Trust Administration Agreement, and (F) payments directly from the Revenue Fund into the Section 148(f) Payment Fund as directed by the Lessee pursuant to the Trust Administration Agreement, as amended.

(B) The term "Available Net Cash Flow" shall mean with respect to any period, an amount equal to the difference obtained by subtracting from the Initial Available Net Cash Flow the reductions described in Section 8.2 of Article VIII of Supplemental Lease Agreement No. 1, as amended, supplemented and restated.

(C) The Lessee represents that it has or will receive, in one or more installments, insurance proceeds in connection with a project specific professional liability insurance policy which it has maintained with Lexington Insurance Company for potential construction cost overruns of the Project. The Lessee shall be obligated, upon receipt, to deposit such proceeds and all interest earned thereon either into (x) an escrow account under the control of an escrow agent for subsequent allocation to the Capital Improvements Reserve Fund or (y) the Capital Improvements Reserve Fund, it being understood that in all events such insurance proceeds, together with interest earned thereon, in a total amount of at least Five Million Dollars ($5,000,000.00) shall be deposited into the Capital Improvements Reserve Fund on or before December 31, 2006. Amounts which have been, or are to be, deposited in escrow as aforesaid but before such funding occurs, and which have not been, and may not be, deposited into the Revenue Fund, including interest earned on such deposited amounts, shall not be deemed to be

Gross Revenues for purposes of calculating Initial Available Net Cash Flow. If said deposit into the Capital Improvements Reserve Fund is not made on or before December 31, 2006, then such amounts shall be deemed to be Gross Revenues in the 2007 Alternative Annual Period for purposes of calculating Initial Available Net Cash Flow and the Lessee hereby agrees that, upon such occurrence, the Port Authority shall be deemed to have been appointed the Lessee's attorney-in-fact for the purpose of instructing and directing, with full right and authority to instruct and direct (without any other document or instrument being required to be executed by the Lessee, the Port Authority or the escrow agent), the escrow agent to transfer all or any part of the insurance proceeds, including all interest earned thereon, into the Capital Improvements Reserve Fund and, further, that the Lessee has the unconditional right and power to effect such appointment of the Port Authority and shall advise the escrow agent in writing of such appointment upon execution of this Supplemental Lease Agreement No. 4. The Lessee represents to the Port Authority that the aforedescribed escrow agent is McManus, Schor, Asmar and Darden LLP and the escrow account is Account No. 5004406936 located at Chevy Chase Bank, Chevy Chase, Maryland.

(2) Priority of Subordinated Fundings. Available Net Cash Flow shall be applied to the following Contingent Obligations in the order of priority specified below (each, a "Priority Level"); and to the extent Available Net Cash Flow is used to fund any Contingent Obligation, it shall constitute a "Subordinated Funding".

(I) With respect to the 2005 Alternative Annual Period:

(A) **First Priority Level:** 90 % of the Lessee Terminal Management Funds as provided in the Lease.

(B) **Second Priority Level**: Lessee Retail Management Funds and First Additional Land Rental; provided, however, that the amount of the First Additional Land Rental for the 2005 Alternative Annual Period shall be an amount equivalent to the sum of (i) the amount of the First Additional Land Rental payment due on December 31, 2004, (ii) interest accrued on the aforesaid First Additional Land Rental payment for the period from January 1, 2005 to November 30, 2005, calculated in accordance with Section 8(I)(d)(ii) of the Lease, and (iii) the First Additional Land Rental for the 2005 Alternative Annual Period equal to the amounts in (ii) and (iii) to be paid semi-annually in accordance with Section 8(I)(d)(ii) of the Lease, as amended. It is hereby agreed that the amount of the First Additional Land Rental outstanding as of December 31, 2004 is terest shall accrue thereafter semi-annually, or for any portion of a semi-annual period, on such amount at the Special Project Bond Rate.

(C) **Third Priority Level**: Port Authority Residual Rental and Lessee Residual Funds the Port Authority and Lessee. Any amounts paid to the Port Authority as Port Authority Residual Rental shall be first credited as a payment of the unpaid balance on the Second mount until the Secon mount has been paid in full.

(II) With respect to the Alternative Annual Period commencing December 1, 2005, and with respect to each Alternative Annual Period thereafter:

(A) **First Priority Level:** 90 % of the Lessee Terminal Management Funds as provided in the Lease.

(B) **Second Priority Level:** Lessee Retail Management Funds and First Additional Land Rental; provided, however, that the amount of the First Additional Land Rental for the Alternative Annual Period commencing December 1, 2005 and for each Alternative Annual Period occurring thereafter shall equal the sum of (i) the annual amount of is increased in accordance with Section 8(I)(d)(ii) of the Lease, as amended, and (ii) interest accrued on the First Additional Land Rental amount in clause (i), above, calculated in accordance with Section 8(I)(d)(ii) of the Lease, as amended, all to be paid semi-annually in accordance with Section 8(I)(d)(ii) of the Lease, as amended.

(C) **Third Priority Level**: Capital Improvements Reserve Fund, in accordance with Section 12 of the Amended and Restated Appendix A to the Trust Administration Agreement.

(D) **Fourth Priority Level:** Port Authority Residual Rental and Lessee Residual Funds, 90% to the Port Authority and 10% to Lessee. Any amounts paid to the Port Authority as Port Authority Residual Rental shall be first credited as a payment of the unpaid balance (if any) on the Second Ten Million Dollar Amount until the Second Ten Million Dollar Amount has been paid in full.

(3) Priority Levels. Contingent Obligations at any Priority Level are to be funded for any period only if and to the extent there is any remaining Available Net Cash Flow to do so after Available Net Cash Flow has been used to fund in full the Contingent Obligations described at each higher Priority Level. Where multiple Contingent Obligations exist at a single Priority Level, each such Contingent Obligation shall be funded on a *pari passu* basis; provided, however, it is understood that when Port Authority Residual Rental and Lessee Residual Funds are on the same Priority Level, 90% of available funds are to be funded to the Port Authority as Port Authority Residual Rental and 10% of available funds are to be funded to the Lessee as Lessee Residual Funds. Except as specifically provided in the Lease with respect to the First Additional Land Rental, unfunded Contingent Obligations expire and are not carried forward from one Alternative Annual Period to a subsequent Alternative Annual Period. Notwithstanding the foregoing and with no exceptions, Contingent Obligations at the end of the Term shall cease and expire; provided, however, that any and all obligations owed by the parties to one another to pay any unpaid amount of True-up Fundings or True-up Deductions as described in Section 8(I)(c)(iii)(2) of the Lease shall survive the end of the Term and shall not constitute an exception within the meaning of this sentence.

(4) Funding of Priority Levels During the 2005 Alternative Annual Period shall be made by the Lessee as follows:

(A) **First Priority Level:**

The Lessee shall pay, to the extent of Available Net Cash Flow, 90% of the Lessee Terminal Management Funds.

(B) **Second Priority Level:**

In the event Available Net Cash Flow is sufficient to pay in full the Contingent Obligations described at the First Priority Level of Subordinated Fundings, any remaining Available Net Cash Flow shall then be allocated to pay the payment obligations at the Second Priority Level, described hereinabove in Section 8(I)(c)(i)(2)(I)(B). The Lessee shall pay, to the extent of then-available Available Net Cash Flow, for the respective Semi-Annual Period, the Lessee Retail Management Funds and First Additional Land Rental in the same proportion that each of the Lessee Retail Management Funds and First Additional Land Rental, respectively, bears to the sum of the Lessee Retail Management Funds and First Additional Land Rental which is due during the Alternative Annual Period in which such allocated payments are being calculated.

(C) **Third Priority Level:** In the event Available Net Cash Flow is sufficient to pay in full each of the Contingent Obligations described at the First and Second Priority Levels of Subordinated Fundings, any remaining Available Net Cash Flow shall then be allocated to pay the payment obligations at the Third Priority Level, described hereinabove in Section 8(I)(c)(i)(2)(I)(C).

(5) Funding of Priority Levels during each Alternative Annual Period occurring after the 2005 Alternative Annual Period shall be made by the Lessee as follows:

(A) **First Priority Level:** The Lessee shall pay, to the extent of Available Net Cash Flow, 90% of the Lessee Terminal Management Funds.

(B) **Second Priority Level:**

In the event Available Net Cash Flow is sufficient to pay in full the Contingent Obligations described at the First Priority Level of Subordinated Fundings, any remaining Available Net Cash Flow shall then be allocated to pay the Lessee Retail Management Funds and First Additional Land Rental in the same proportion that each of the Lessee Retail Management Funds and First Additional Land Rental, respectively, bears to the sum of the Lessee Retail Management Funds and First Additional Land Rental which is due during the Alternative Annual Period in which such allocated payments are being calculated.

(C) **Third Priority Level:** In the event Available Net Cash Flow is sufficient to pay in full the Contingent Obligations described at the First and Second Priority

Level of Subordinated Fundings, any remaining Available Net Cash Flow shall then be allocated to the Capital Improvements Reserve Fund in accordance with Section 12 of the Amended and Restated Appendix A to the Trust Administration Agreement.

(D) **Fourth Priority Level:** In the event Available Net Cash Flow is sufficient to pay in full each of the Contingent Obligations described at the First, Second and Third Priority Levels of Subordinated Fundings, any remaining Available Net Cash Flow shall then be allocated to pay the payment obligations at the Fourth Priority Level, described hereinabove in Section 8(I)(c)(i)(2)(II)(D).

(ii) Semi-Annual Fundings.

(1) Calculation of Semi-Annual Fundings. On each Semi-Annual Subordinated Funding Date, the Lessee shall make Subordinated Fundings on an actual (but unaudited) basis reflecting the Available Net Cash Flow and Contingent Obligations, and in the case of the Second Semi-Annual Period, aggregated over the Semi-Annual Periods in the same Alternative Annual Period, and as adjusted by amounts previously funded to either the Port Authority or the Lessee in the immediately preceding First Semi-Annual Period of the same Alternative Annual Period. For the purposes of this Section 8, (x) the "First Semi-Annual Period" of any Alternative Annual Period shall commence on December 1 and end on May 31, (y) the "Second Semi-Annual Period" of any Alternative Annual Period shall commence on June 1 and end on November 30 and (z) the First Semi-Annual Period and the Second Semi-Annual Period shall each be referred to as a "Semi-Annual Period", and collectively as "Semi-Annual Periods". The first Semi-Annual Period shall commence as of December 1, 2004. The Lessee shall calculate such Subordinated Fundings as provided below:

(A) Aggregate Available Net Cash Flow. The Lessee shall calculate the aggregate Available Net Cash Flow (the "Aggregate Available Net Cash Flow") for (x) the First Semi-Annual Period of each Alternative Annual Period which shall be the Available Net Cash Flow in such First Semi-Annual Period and (y) the Second Semi-Annual Period of each Alternative Annual Period which shall be the sum of the Available Net Cash Flow in the First Semi-Annual Period and the Available Net Cash Flow in the Second Semi-Annual Period; then

(B) Aggregate Contingent Obligations. For each category of Contingent Obligation, in each Alternative Annual Period, the Lessee shall aggregate (i) for any First Semi-Annual Period, the amount of such Contingent Obligation applicable to such First Semi-Annual Period and (ii) for any Second Semi-Annual Period, the sum of the amount of such Contingent Obligation applicable to the First Semi-Annual Period and the Second Semi-Annual Period in the same Alternative Annual Period (each, an "Aggregate Contingent Obligation"); then

(C) Application of Funds. In accordance with Sections 8(I)(c)(i)(2)- (c)(i)(5), the Lessee shall apply the Aggregate Available Net Cash Flow to fund each such Aggregate Contingent Obligation in the order of priority set forth for the respective Contingent Obligation under Section 8(I)(c)(i) to the extent of such Aggregate

Available Net Cash Flow (included in this calculation is the possibility that categories of Contingent Obligations funded in the First Semi-Annual Period of an Alternative Annual Period may later be deemed to have not been funded in the First Semi-Annual Period); then

(D) Aggregate Fundings. The Lessee shall calculate (x) the sum of Aggregate Contingent Obligations payable to the Port Authority which are to be funded in accordance with clause (C) above (the "Port Authority Aggregate Fundings"), (y) the sum of Aggregate Contingent Obligations which are to be funded as Lessee Unrestricted Funds in accordance with clause (C) above (the "Lessee Aggregate Fundings") and (z) the sum of Aggregate Contingent Obligations to be deposited into the Capital Improvements Reserve Fund in accordance with clause (C), above (the "Capital Improvements Reserve Fund Aggregate Funding"); then

(E) First Semi-Annual Period Fundings. For the First Semi-Annual Period of an Alternative Annual Period, the Lessee shall (x) pay to the Port Authority the Port Authority Aggregate Fundings with respect to such First Semi-Annual Period, (y) make available as Lessee Unrestricted Funds the Lessee Aggregate Fundings with respect to such First Semi-Annual Period and (z) deposit into the Capital Improvements Reserve Fund the Capital Improvements Reserve Fund Aggregate Funding with respect to such First Semi-Annual Period; (x), (y) and (z) shall be paid together as Subordinated Fundings on the Semi-Annual Subordinated Funding Date for the First Semi-Annual Period; then

(F) Second Semi-Annual Period Fundings. For the Second Semi-Annual Period of an Alternative Annual Period, the Lessee shall (x) pay to the Port Authority the difference of Port Authority Aggregate Fundings for such Second Semi-Annual Period less the amount of the Port Authority Aggregate Fundings with respect to the First Semi-Annual Period in the same Alternative Annual Period, (y) make available as Lessee Unrestricted Funds the difference of the Lessee Aggregate Fundings for such Second Semi-Annual Period less the Lessee Aggregate Fundings with respect to the First Semi-Annual Period in the same Alternative Annual Period and (z) deposit into the Capital Improvements Reserve Fund the difference of the Capital Improvements Reserve Fund Aggregate Funding for such Second Semi-Annual Period less the Capital Improvements Reserve Fund Aggregate Funding for the First Semi-Annual Period in the same Alternative Annual Period; (x), (y) and (z) shall be paid together as Subordinated Fundings on the Semi-Annual Subordinated Funding Date for the Second Semi-Annual Period.

(2) Financial Statements. Each time Subordinated Fundings are made, the Lessee shall deliver to the Port Authority the cash basis, unaudited financial statements for the Semi-Annual Period covered by such Subordinated Fundings together with a certificate signed by one or more authorized officers of the Lessee stating (a) that such Subordinated Fundings have been made in accordance with this Agreement, including an explanation of any downward adjustments made pursuant to Sections 8.2 (i) and (ii) of Supplemental Lease Agreement No. 1, as amended by Supplemental Lease Agreement No. 4, (b) the amount of the Initial Available Net

Cash Flow as of the end of the relevant Semi-Annual Period, (c) the reductions described in Section 8.2 of Article VIII of Supplemental Lease Agreement No. 1, as amended, supplemented and restated, (d) the amount of Available Net Cash Flow resulting after subtracting the amounts in clause (c), above, from the amount in clause (b), above, of this paragraph, and (e) the amount and category of all Subordinated Fundings made with respect to the relevant Semi-Annual Period.

(3) Non-Interference. The Port Authority and the Lessee agree that neither party shall intentionally interfere with or manipulate the receipt of Gross Revenues or the payment of Permitted O&M Expenses so as to unfairly disadvantage the other party.

(4) Semi-Annual Subordinated Funding Dates. The first day of the second Month following any Semi-Annual Period shall be a "Semi-Annual Subordinated Funding Date", such that July 1 is the Semi-Annual Subordinated Funding Date for the immediately preceding Semi-Annual Period commencing December 1 and ending May 31, and January 1 is the Semi-Annual Subordinated Funding Date for the immediately preceding Semi-Annual Period commencing on June 1 and ending November 30; provided, however, that if a Semi-Annual Subordinated Funding Date falls on a day that is not a Business Day, it shall be deemed to occur on the next Business Day thereafter and provided further, however, the parties may both execute a writing delivered to the other party on or before any particular (x) January 1 Semi-Annual Subordinated Funding Date pursuant to which they agree that such particular January 1 Semi-Annual Subordinated Funding Date shall be deemed to occur three Business Days prior to such January 1 Semi-Annual Subordinated Funding Date or (y) July 1 Semi-Annual Subordinated Funding Date pursuant to which they agree that such particular July 1 Semi-Annual Subordinated Funding Date shall be deemed to occur on the June 15 immediately preceding such July 1 Semi-Annual Subordinated Funding Date except that these clauses (x) and (y) shall apply if, and only if, there exists no Total Deferred APO Amount outstanding as of the date which the parties propose as the deemed Semi-Annual Subordinated Funding Date. The Lessee shall cause the Trust Administration Agreement to be amended to make it consistent with the aforesaid semi-annual fundings, the execution of which amended agreement by the Lessee and the Trustee shall be a condition to effectiveness of Supplemental Lease Agreement No. 4. Accordingly, the Lessee shall cause the Fourth Supplemental Trust Administration Agreement, in the form of Exhibit CC attached to Supplemental Lease Agreement No. 4, to be entered into by the parties thereto, prior to or contemporaneously with the execution of Supplemental Lease Agreement No. 4. In addition, the Port Authority and the Lessee hereby agree that they shall amend any other related agreement to which they are a party to make them consistent with the aforesaid requirements for semi-annual fundings.

(5) Relationship of Semi-Annual Subordinated Funding Dates to Semi-Annual Periods. Wherever in this Agreement a Semi-Annual Subordinated Funding Date, or any actions taken thereon or in respect of, shall be said to be "with respect to" or otherwise connected with a particular Semi-Annual Period or a "current" Semi-Annual Period, such Semi-Annual Period shall be the Semi-Annual Period directly preceding the Semi-Annual Subordinated Funding Date (for example, the Semi-Annual Period commencing December 1 and ending May 31 is the current Semi-Annual Period with respect to the Semi-Annual Subordinated Funding Date occurring on the immediately succeeding July 1).

(iii) Annual Adjustments. (1) On May 1 following each Alternative Annual Period (the "True-up Date"), the Lessee shall determine the actual Available Net Cash Flow for the preceding Alternative Annual Period based on the Cash Basis Financial Statements for such Alternative Annual Period, and on the same basis, the Lessee shall recalculate the amount of Subordinated Fundings that should have been made with respect to such Alternative Annual Period (the "Annual Subordinated Fundings") in accordance with Section 8(I)(c)(i). Notwithstanding the foregoing, the parties agree that the True-up Date for both the 2004 Alternative Annual Period and for the 2005 Alternative Annual Period, inclusive, shall be June 29, 2006; provided, however, that it is understood and agreed that the first Alternative Annual Period for which the Cash Basis Financial Statements shall be required shall be the 2005 Alternative Annual Period; and provided, further, that the Cash Basis Financial Statements for the 2005 Alternative Annual Period shall be delivered to the Port Authority on or before April 30, 2007. The Lessee shall also provide to the Port Authority, on or before April 30, 2007, financial statements prepared by the Lessee on a cash basis for the 2004 Alternative Annual Period. In addition, subject to the *proviso* set forth in Section 60(k)(i) of the Lease, as amended by Supplemental Lease Agreement No. 4, the Lessee shall be obligated to deliver to the Port Authority, on or before April 30 following each Alternative Annual Period, Annual Audited Financial Statements for the preceding Fiscal Year.

(2) In the event the aggregate amount of Annual Subordinated Fundings exceeds the aggregate amount of the Semi-Annual Fundings made with respect to such Alternative Annual Period to either or both parties, within three Business Days after the True-up Date, the Lessee shall make additional funds available or cause such funds to be made available in accordance with Amended and Restated Appendix A to the Trust Administration Agreement to make additional fundings ("True-up Fundings") so that the sum of the Semi-Annual Fundings and the True-up Fundings is equal to the amount of the Annual Subordinated Fundings. If the aggregate amount of all Semi-Annual Fundings made with respect to such Alternative Annual Period exceeds the aggregate amount of Annual Subordinated Fundings, the Lessee shall deduct the amount of such excess (the "True-up Deduction") from funds that are to be made available by it or cause the Trustee to make appropriate adjustments to funds held under the Trust Administration Agreement so that the sum of all Semi-Annual Fundings after deducting such True-up Deduction is equal to the Annual Subordinated Fundings. For purposes of this Section 8, True-up Deductions and True-up Fundings shall be deemed made as of the last day of the Alternative Annual Period to which they apply. No True-up Deduction may be applied to reduce the amount of Facility Rental payable during any Alternative Annual Period. If there are no funds to be made available in accordance with Amended and Restated Appendix A to the Trust Administration Agreement, then such True-up Fundings or True-up Deductions, as may be the case, shall be applied to the next Semi-Annual Funding. Any First Additional Land Rental owed and not paid to the Port Authority as of the prior Semi-Annual Subordinated Funding Date shall accrue interest at the Special Project Bond Rate until paid. Any unpaid amount shall constitute an amount owed by the respective party to the other party until paid.

(3) If the amount of the True-up Fundings to the Port Authority for the Alternative Annual Period with respect to which such True-up Fundings are made exceeds 10% (ten percent) of the aggregate amount of Semi-Annual Subordinated Fundings to the Port

Authority for such Alternative Annual Period, there shall be a payment to the Port Authority ("Port Authority True-up Penalty Distribution") on the Semi-Annual Subordinated Funding Date with respect to the Semi-Annual Period in which the True-up Date occurs in an amount equal to one-half of one year's interest on such True-up Fundings to the Port Authority at the Special Project Bond Rate. If the amount of the True-up Fundings to the Lessee for the Alternative Annual Period with respect to which such True-up Fundings are made exceeds 25% (twenty-five percent) of the aggregate amount of Semi-Annual Subordinated Fundings to the Lessee for such Alternative Annual Period, there shall be an obligation for Lessee Unrestricted Funds ("Lessee True-up Penalty Funds") on the Semi-Annual Subordinated Funding Date with respect to the Semi-Annual Period in which the True-up Date occurs in an amount equal to one-half of one year's interest on such True-up Fundings to the Lessee at the Special Project Bond Rate. The Port Authority True-up Penalty Distribution and Lessee True-up Penalty Funds shall be applied against the Semi-Annual Fundings on the Semi-Annual Subordinated Funding Date with respect to the Semi-Annual Period in which the True-up Date occurs, and if the Semi-Annual Fundings are not sufficient to pay such True-up Penalty Amounts, they shall be carried forward to the next Semi-Annual Subordinated Funding Date with interest accrued at the Special Project Bond Rate."

12. Effective as of the Supplemental Lease Agreement No. 4 Effective Date, and without affecting any of the amount or payment of any Subordinated Fundings made or to be made prior to the Supplemental Lease Agreement No. 4 Effective Date, Sections 8(I)(d)(i), 8(I)(d)(iv), 8(I)(d)(v), 8(I)(g) and 8(I)(i) of the Lease shall be deleted from the Lease in their entirety and Sections 8(I)(d)(ii), 8(I)(d)(iii) and 8(I)(f) shall be revised so as to read as set forth below. Sections 8(I)(e), 8(I)(h) and 8(I)(j) shall remain unchanged.

"(d) Calculation of Certain Contingent Obligations. (ii) First Additional Land Rental. With respect to each Semi-Annual Period or part thereof, from and after DBO, there shall be a Proratable Amount and Contingent Obligation for payment to the Port Authority (the "First Additional Land Rental") in an amount equal to one-half of the annual rate, which annual rate shall be equal to provided, however, that, in the event First Additional Land Rental is not fully paid to the Port Authority with respect to any Alternative Annual Period due to insufficient Available Net Cash Flow, the First Additional Land Rental for the subsequent Alternative Annual Period shall be increased by the amount of any such unpaid First Additional Land Rental with respect to such prior Alternative Annual Period plus interest thereon at the Special Project Bond Rate from and including the first day of such subsequent Alternative Annual Period through the last day of the Semi-Annual Period with respect to which payment is made. It is understood that such increased amount, calculated in accordance with the foregoing *proviso*, shall be inclusive of any carryover amounts of First Additional Land Rental due and unpaid from prior Alternative Annual Periods which continue to remain unpaid by the Lessee (together with all interest which continues to accrue thereon), in addition to any unpaid First Additional Land Rental with respect to the immediately prior Alternative Annual Period which is expressly described in the foregoing *proviso*.

(iii) Calculation of Post-DBO Residual Cash Flow. (1) Definition of Post-DBO Residual Cash Flow. In the Post-DBO Period, an amount shall be computed

(the "Post-DBO Residual Cash Flow") equal to the amount of Available Net Cash Flow, if any, remaining after payment in full of the First through the Second Priority Levels for the 2005 Alternative Annual Period and the First through the Third Priority Levels for all subsequent Alternative Annual Periods, in accordance with Section 8(I)(c).

(2) Calculation of Port Authority Residual Rental and Lessee Residual Funds. There shall be Contingent Obligations (A) for Lessee Unrestricted Funds (the "Lessee Residual Funds") equal to of the Post-DBO Residual Cash Flow and (B) for payment to the Port Authority (the "Port Authority Residual Rental") equal to f the Post-DBO Residual Cash Flow."

"(f) Basic Lease Extension Adjustment. The Lessee shall have a Contingent Obligation each Semi-Annual Period for distribution to the Port Authority of an amount (the "Basic Lease Extension Adjustment") equal to the semi-annual installment of any or all of the Port Authority's increased costs under the Basic Lease Extension directly or proportionally attributable or related to the Premises, this Agreement or the Lessee but only to the extent such increased costs (i) are incurred by the Port Authority after December 31, 2015 and (ii) are allocated in a non-discriminatory manner; provided, however, that, in the event the Basic Lease Extension Adjustment is not fully funded with respect to any Semi-Annual Period due to insufficient Available Net Cash Flow, the Basic Lease Extension Adjustment for the subsequent Semi-Annual Period shall be increased by the amount of any such unpaid Basic Lease Extension Adjustment plus interest thereon from and including the first day through the last day of such subsequent Semi-Annual Period at the Special Project Bond Rate."

13. Effective as of the Supplemental Lease Agreement No. 4 Effective Date, paragraph (i) of Section 60 and subparagraph (i) of paragraph (k) of Section 60 of the Lease shall be deleted in their entirety and the following new paragraph (i), and new subparagraph (i) of paragraph (k), shall be inserted in lieu thereof to read as follows:

"(i) There shall be a semi-annual meeting with representatives of the Port Authority and with a principal representative of the Lessee on the last business day of the second calendar month following the end of each Semi-Annual Period or on such other day as may, from time to time, be agreed upon by the Lessee and the Port Authority to review the operating and financial performance of the Lessee. The review shall include the furnishing of the following information regarding the Lessee to the Port Authority by the Lessee and the discussion of same:

(1) Current and available financial statements whether on an audited or unaudited basis of the Lessee, the Airline Sublessees and the Retail Sublessees

(2) Monthly traffic data including passengers and aircraft departures of the Airline Sublessees

(3) Monthly performance indicators of the Retail Sublessees."

"(k) (i) The Lessee shall engage a nationally recognized firm of certified public accountants (the "Project Accountant") reasonably acceptable to the Port Authority to prepare Annual Audited Financial Statements of the Lessee for each Fiscal Year. During the Term, a copy of the Lessee's Annual Audited Financial Statements shall be delivered to the Port Authority on or before each April 30 following the Fiscal Year to which it relates; provided, however, with respect to the Lessee's 2004 Fiscal Year and 2005 Fiscal Year, the Annual Audited Financial Statements for the Lessee's 2005 Fiscal Year (with comparative figures for each line item and related footnotes for the Lessee's 2004 Fiscal Year) shall be delivered to the Port Authority on or before April 30, 2007."

14. Expenditures of Funds in Construction Fund

The Lessee covenants that, on or before December 31, 2007, it shall expend all of the funds on deposit in the Construction Fund which are described in Section 2(A)(4) of the Amended and Restated Appendix to the Trust Administration Agreement, it being understood that such funds shall be expended directly from the Construction Fund without transfer to any other fund or the accounts or subaccounts established in such other funds.

15. Lessee Proposal for Refinancing of the Passenger Terminal Bonds and Extension of the Term

The Lessee may elect to deliver a written request (a "Refinancing Proposal") to the Port Authority at any time pursuant to which the Lessee would request to both refinance the Passenger Terminal Bonds (or a portion thereof) and be granted a concomitant extension of the Term of the Lease for five (5) additional years beyond the Term expiration date of May 13, 2026; provided, however, that any Term extension in response to the Refinancing Proposal shall be in lieu of and substitution for any extension of the Term to which the Lessee might otherwise be entitled under Section 3(d) of the Lease and, provided, further, that the Lessee hereby expressly understands, acknowledges, agrees and accepts that the Port Authority shall have no obligation, duty, responsibility or liability whatsoever to take any action, official or unofficial, with respect to the Refinancing Proposal, including, but not limited to, any obligation to consider the Refinancing Proposal, consult with the Lessee, review or analyze the Refinancing Proposal, or respond to the Refinancing Proposal, and the Port Authority hereby makes no promises, representations, warranties, assurances, agreements or commitments of any kind whatsoever that it will undertake to enter into any discussions, negotiations, or agreements with the Lessee with respect to a Refinancing Proposal, nor shall the Port Authority be obligated to act in any manner with respect to the Refinancing Proposal, i.e., it shall not be obligated to exercise good faith, reasonableness, or otherwise. Any action taken by or on behalf of the Port Authority with respect to the Refinancing Proposal shall be in its sole and absolute discretion and nothing in the delivery and submission of any Refinancing Proposal to the Port Authority by or on behalf of the Lessee for refinancing of the Passenger Terminal Bonds (or any portion thereof), together with the concomitant Term extension referenced above, and nothing in any action or non-action taken by the Port Authority including, without limitation, any consideration, consultation, analysis,

review or response by the Port Authority thereto, shall create any rights in favor of, or liability or obligation owed by the Port Authority to, the Lessee under the Lease or otherwise.

16. Connector between the Terminal and the Air Traffic Control Tower

The Lessee and the Port Authority acknowledge the existence at the Premises of an elevated connector which structure presently joins the Terminal and the Air Traffic Control Tower. As a matter of clarification only, in the event of any ambiguity under the Lease, the parties acknowledge that Section 51 of the Lease, entitled "Services to the Lessee", shall apply to said connector. The Port Authority shall furnish and supply the services required by Section 51(a) and (b) of the Lease, in connection with the connector, at no cost or expense to the Lessee. The parties further acknowledge that the connector shall be deemed to be part of the Premises and, accordingly, any and all obligations and liabilities of the Lessee which apply to the Premises shall apply as well to the connector including, without limitation, those described in Section 36 of the Lease entitled "Care, Maintenance, Rebuilding and Repair by the Lessee", Section 38 entitled "Insurance" and Section 41 entitled "Indemnity". With respect specifically to guard service to be provided at the entrance to the connector on the Terminal side thereof as may be required by the FAA at any time or from time to time, the Port Authority shall be responsible for providing one daily tour of required guard service, and the Lessee shall be responsible for providing the entire balance of the daily tours required of such guard service as well as any additional tours of guard service which the Lessee, in its discretion, elects to provide.

17. Additional Exhibits

(a) The exhibit attached hereto, marked as "Exhibit AA" and entitled "Semi-Annual Completion Financing Obligation ('SCFO') Payments" is hereby made a part of the Lease, including without limitation Supplemental Lease Agreement No. 1, as herein amended and supplemented.

(b) The exhibit attached hereto, marked as "Exhibit BB" and entitled "Third Supplemental Agreement to Second Leasehold Mortgage" is hereby made a part of the Lease, including without limitation Supplemental Lease Agreement No. 1, as herein amended and supplemented.

(c) The exhibit attached hereto, marked as "Exhibit CC" entitled "Fourth Supplemental Trust Administration Agreement" is hereby made a part of the Lease, including without limitation Supplemental Lease Agreement No. 1, as herein amended and supplemented.

(d) The exhibit attached hereto and marked as "Exhibit DD" is hereby made a part of the Lease, including without limitation Supplemental Lease Agreement No. 1, as herein amended and supplemented.

18. Conditions Precedent to Effectiveness

The Port Authority shall have no obligations under Supplemental Lease Agreement No. 4, and Supplemental Lease Agreement No. 4 shall not be effective for any purpose, unless the Port Authority shall have received all of the following:

(a) a certificate from a duly authorized officer of the Lessee, to the effect that (i) except for any Lock Box Events, no events that would constitute Aggregate Payment Obligation Events of Default or any other Event of Default under the Lease have occurred and are continuing and (ii) the Lessee has met and will continue to take all action necessary to meet all of its obligations under the Financing Documents;

(b) the Third Supplemental Agreement to Second Leasehold Mortgage, in substantially the form set forth in Exhibit BB of Supplemental Lease Agreement No. 4, duly executed by the Lessee;

(c) evidence satisfactory to the Port Authority that the Third Supplemental Agreement to Second Leasehold Mortgage has been recorded in the appropriate office of the City Register of the City of New York;

(d) the Fourth Supplemental Trust Administration Agreement, in substantially the form set forth in Exhibit CC of Supplemental Lease Agreement No. 4, duly executed by the Lessee; and

(e) the opinion of counsel to the Lessee as set forth in Exhibit DD hereof, in connection with the execution of Supplemental Lease Agreement No. 4, the Fourth Supplemental Trust Administration Agreement and the Third Supplemental Agreement to Second Leasehold Mortgage.

19. Beneficial Parties This Supplemental Lease Agreement No. 4 is made solely for the benefit of the Port Authority and the Lessee and no other person or entity (including, without limitation the Bond Insurer and the Trustee) shall have any right, benefit or interest under or because of the existence of this Supplemental Agreement No. 4.

20. Continuing Effectiveness As hereby amended, all the terms, covenants, provisions, conditions and agreements of the Lease shall be and remain in full force and effect.

21. No Broker The Lessee and the Port Authority represent and warrant that no broker has been concerned in the negotiation or execution of this Supplemental Lease Agreement No. 4 and that there is no broker who is or may be entitled to be paid a commission in connection therewith. Each party shall indemnify and save harmless the other of and from any and all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation or execution of this Supplemental Lease Agreement No. 4.

22. Non-liability of Individuals; Limitations on Recourse:

(a) Notwithstanding any other provision of this Supplemental Lease Agreement No. 4 to the contrary, no (a) Commissioner, director, employee, committee member, manager, managing director, officer, agent, representative nor any (b) owner, shareholder, member, partner, controlling person, principal or ultimate beneficial owner, in each case whether direct or indirect, of the Port Authority or of the Lessee, or any Affiliate of the Port Authority or of the Lessee, shall be charged personally or held contractually liable by or to the other party, or any third-party beneficiary hereof, under, or in connection with, any term or provision of this Supplemental Lease Agreement No. 4 or of any supplement, modification or amendment to this Supplemental Lease Agreement No. 4 or because of any breach thereof, or because of its or their execution or attempted execution.

(b) Notwithstanding any other provision of this Supplemental Lease Agreement No. 4 to the contrary, and as a material consideration for the Lessee's entry into this Supplemental Lease Agreement No. 4, it is acknowledged and agreed that (a) neither the Port Authority nor any of its successors or assigns, nor any third-party beneficiary hereof, shall have any recourse or shall make any claim under or in connection with this Supplemental Lease Agreement No. 4, against (1) any member of the Lessee, (2) any of the Affiliates of the Lessee or of any such member, or (3) any (A) officer, committee member, director, manager, managing director, employee, agent, representative or (B) owner, shareholder, member, partner, principal, controlling person or ultimate beneficial owner, in each case whether direct or indirect, of any of the persons mentioned in clauses (1) or (2) above, under, or in connection with, this Supplemental Lease Agreement No. 4 and the sole recourse of the Port Authority and its successors and assigns, and any third-party beneficiary hereof, shall be against the Lessee's assets irrespective of any failure of the Lessee to comply with applicable law or any provision of this Supplemental Lease Agreement No. 4, and (b) neither the Port Authority nor any of its successors or assigns, nor any third-party beneficiary hereof, shall be subrogated, or have any right of subrogation, to any claim of the Lessee for any capital contributions to the Lessee from any member of the Lessee. The acknowledgments and agreements set forth in this paragraph 22(b) are made expressly for the benefit of the persons referred to in clauses (1), (2), and (3) above, individually or collectively.

(c) For the purposes of this paragraph, the protections afforded to the Lessee and its related persons or entities under this paragraph 22 shall also apply to and be deemed to protect (a) the Trustee and any successor to the Lessee as may be permitted pursuant to the Lease and (b) any (1) officer, committee member, director, manager, managing director, employee, agent or representative or (2) controlling person, shareholder, member, partner, principal or ultimate beneficial owner, in each case whether direct or indirect, of any of the persons mentioned in clause (a) of this paragraph 22(c) in respect of any obligations hereunder.

23. Further Assurances

(a) The Lessee certifies that its Employer Identification Number is 23 286 6204.

(b) The Lessee shall cooperate with the Port Authority to effect the recording of this Supplemental Lease Agreement No. 4 in the office of the Registrar of the City of New York, County of Queens, including without limitation, executing, acknowledging and/or delivering to the Port Authority from time to time within five (5) business days after request is made in writing by the Port Authority, any further instrument or instruments, and/or providing any information or documentation, that the Port Authority may reasonably request which is necessary or advisable in connection with the recordation of this Supplemental Lease Agreement No. 4 in the office of the Registrar of the City of New York, County of Queens.

[THE REMAINDER OF PAGE DELIBERATELY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Lease Agreement No. 4 to be signed by their duly authorized officers as of the date first written above.

JFK INTERNATIONAL AIR TERMINAL LLC

By:_____

Name: Steven B. Callahan
Title: Duly Authorized Delegate of Jacques R.J. Greitemann, Executive Committee Member

Address:_____
_____
_____

Telephone:_____

By:_____

Name: David A. Sigman
Title: Executive Committee Member

Address:_____
_____
_____

Telephone:_____

By:_____
Name: Christopher McKenna
Title: Executive Committee Member

Address:_____
_____
_____

Telephone:_____

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Lease Agreement No. 4 to be signed by their duly authorized officers as of the date first written above.

JFK INTERNATIONAL AIR TERMINAL LLC

By:_____

Name: Jacques R.J. Greitemann

Title: Executive Committee Member

Address:_____

Telephone:_____

By:_____

Name: David A. Sigman

Title: Executive Committee Member

Address: One Penn Plaza - Suite 3310
New York, NY 10119

Telephone: 212-760-0060

By:_____

Name: Christopher McKenna

Title: Executive Committee Member

Address:_____

Telephone:_____

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Lease Agreement No. 4 to be signed by their duly authorized officers as of the date first written above.

JFK INTERNATIONAL AIR TERMINAL LLC

By:_____

Name: Jacques R.J. Greitemann

Title: Executive Committee Member

Address:_____

_____

_____

Telephone:_____

By:_____

Name: David A. Sigman

Title: Executive Committee Member

Address:_____

_____

_____

Telephone:_____

By:_____

Name: Christopher McKenna

Title: Executive Committee Member

Address:_____

_____

_____

Telephone:_____

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: _____

Name: David Kagan
Title: Assistant Director, Business, Properties & Airport Development, Aviation Department

Address: 225 Park Avenue South, 9TH Floor
New York, New York 10003

Telephone: (212) 435-7000

APPROVED
FORM
TERMS

FOR THE LESSEE

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

On the 6th day of December in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared Steven B. Callahan personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Duly Authorized Delegate of Jacques R. J. Greitemann, Executive Committee Member of the Lessee, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

(notarial seal and stamp)

SEAL

CALLIOPE Z. RIGOS
Notary Public, State of New York
No. 30-4993535
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires March 16, 2010

SEAL

FOR THE PORT AUTHORITY

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

On the day of in the year 2006, 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.

(notarial seal and stamp)

FOR THE LESSEE

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

On the 30th day of NOVEMBER in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared, DAVID A. SIGMAN 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.

ROSA BARONE
NOTARY PUBLIC, State of New York
Reg. No. 01BA6117501
Qualified New York County
My Commission Expires October 25, 2008

Rosa Barone
(notarial seal and stamp)

SEAL

FOR THE LESSEE

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

On the day of in the year 2006, 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.

FOR THE LESSEE

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

On the 5th day of December in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared, Christopher McKenn 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.

SEAL

Maribel Ruiz SEAL
(notarial seal and stamp)

MARIBEL RUIZ
Notary Public, State of New York
No. 01RU6061733
Qualified in County of New York
Commission Expires October 8, 2010

FOR THE PORT AUTHORITY

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

On the 6th day of December in the year 2006, 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 whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

SEAL

(notarial seal and stamp)

PEGGY M. SPINELLI
Notary Public, State of New York
No. 01SP6057870
Qualified in New York County
Commission Expires April 30, 2009

FOR THE LESSEE

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

SEAL

On the day of December in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared Steven B. Callahan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Duly Authorized Delegate of Jacques R. J. Greitemann, Executive Committee Member of the Lessee, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
(notarial seal and stamp)

EXHIBIT AA
Aggregate Payment Obligation Payment Grid
including
Semi-Annual Completion Financing Obligation ("SCFO") Payments
and Total Deferred APO Amounts

	(1)	(2)	(3)	(4)	(5)	(6)	(7)
June 1, 20xx: For Semi-Annual Period Ending May 31, 20xx	SCFO Payment Due	Existing Total Deferred APO Amount	Accrued Interest Due on (2)	Total Deferred APO Amount Due as of Current Period ((2) + (3))	Aggregate Payment Obligation Due ((1) + (4))	Amount of Aggregate Payment Obligation Paid [1]	Total Deferred APO Amount Outstanding after Current Period Payment ((5) - (6))
Semi-Annual Payment Obligation							
Add'l Semi-Annual Payment Obligation							
Annual Payment Obligation							
Add'l Annual Payment Obligation							
Total							

	(1)	(2)	(3)	(4)	(5)	(6)	(7)
December 1, 20xx: For Semi-Annual Period Ending **November 30, 20xx**	SCFO Payment Due	Existing Total Deferred APO Amount	Accrued Interest Due on (2)	Total Deferred APO Amount Due as of Current Period ((2) + (3))	Aggregate Payment Obligation Due ((1) + (4))	Amount of Aggregate Payment Obligation Paid [1]	Total Deferred APO Amount Outstanding after Current Period Payment ((5) - (6))
Semi-Annual Payment Obligation							
Add'l Semi-Annual Payment Obligation							
Annual Payment Obligation							
Add'l Annual Payment Obligation							
Total							

Notes:

1. Payments to be applied in the order in which the components of Aggregate Payment Obligation payments appear in this grid.

EXHIBIT BB

THIRD SUPPLEMENTAL AGREEMENT TO
SECOND LEASEHOLD MORTGAGE

between

JFK INTERNATIONAL AIR TERMINAL LLC,
a New York limited liability company

as Mortgagor

and

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

as Mortgagee

Dated as of December 1, 2004

County of Queens
City of New York
John F. Kennedy International Airport
Block 14260, Lot 1

Record and Return to:

Real Estate, Leases and Environmental Law Division
Law Department
Port Authority of New York and New Jersey
225 Park Avenue South, 14th Floor
New York, NY 10003
Attention: John J. Lee, Esq.

THIRD SUPPLEMENTAL AGREEMENT
TO SECOND LEASEHOLD MORTGAGE

THIS THIRD SUPPLEMENTAL AGREEMENT TO SECOND LEASEHOLD MORTGAGE (hereinafter called the "*Third Supplemental Agreement*"), dated as of December 1, 2004, by JFK INTERNATIONAL AIR TERMINAL LLC, a limited liability company organized under the laws of the State of New York, having an office and place of business at John F. Kennedy International Airport (Terminal 4), Room 161.022, Jamaica, NY 11430 (together with its permitted transferees and assigns being hereinafter called the "*Mortgagor*") in favor of THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (together with its permitted transferees and assigns being hereinafter called the "*Port Authority*" or the "*Mortgagee*"), a body corporate and politic created by Compact between the States of New York and New Jersey with the consent of the Congress of the United States of America and having an office and place of business at 225 Park Avenue South, New York, New York 10003.

W I T N E S S E T H:

WHEREAS, the Mortgagor has agreed to develop and operate an air passenger terminal facility at John F. Kennedy International Airport, Jamaica, New York, pursuant to a lease made effective as of May 13, 1997, bearing Port Authority File No. AYC-685 (hereinafter as the same has been and may hereafter be amended and supplemented called the "*Lease*"), by and between the Mortgagee, as lessor, and the Mortgagor, as lessee, a memorandum of which was recorded contemporaneously therewith in the office of the Registrar of the City of New York, County of Queens, in reel 4588 page 1125; and

WHEREAS, the Mortgagor and the Bank of New York, as Trustee in favor of Bondholders (hereinafter called the "*First Mortgagee*"), are parties to a first leasehold mortgage dated as of May 13, 1997 (hereinafter as the same has been and may hereafter be amended and supplemented called the "*First Leasehold Mortgage*") wherein and whereby the Mortgagor agreed to grant a mortgage of all of its leasehold interest under the Lease to the Bank of New York, for the benefit of the Bondholders, which First Leasehold Mortgage was recorded on May 13, 1997 in the office of the Register of The City of New York, County of Queens, in reel 4588 page 1142; and

WHEREAS, the First Mortgagee has at the request of the Lessee, executed that certain Partial Release of Leasehold Mortgage executed and delivered as of August 13, 2001 covering the release of a portion of the mortgaged property under the First Leasehold Mortgage which was recorded on September 18, 2001 in the office of the Registrar of the City of New York, County of Queens, in reel 6014 page 653, and has executed that certain Amended and Restated Partial Release of Mortgaged Premises dated as of August 31, 2001 covering the clarification of the location of the released mortgaged property which was recorded on October 29, 2001 in the office of the Registrar of the City of New York, County of Queens, in reel 6060 page 1138; and

WHEREAS, the Mortgagor and the Mortgagee are parties to that certain Supplemental Lease Agreement No. 1 (hereinafter "*Supplemental Lease Agreement No. 1*") to the Lease dated as of August 10, 2001 covering, among other matters, the payment by the Mortgagor to the Mortgagee of the Aggregate Payment Obligation as defined therein; and

WHEREAS, the Mortgagor and the Mortgagee entered into a second leasehold mortgage dated as of August 10, 2001 (which second leasehold mortgage as amended by the First Supplemental Agreement and Second Supplemental Agreement (each, as hereinafter defined) and this Third Supplemental Agreement, is hereinafter called the "*Second Leasehold Mortgage*") wherein and whereby the Mortgagor agreed to grant a mortgage of all of its leasehold interest under the Lease to the Mortgagee, subject to the First Leasehold Mortgage, to secure the payment of the Aggregate Payment Obligation as such term is defined in Supplemental Lease Agreement No. 1, as amended, supplemented and restated by supplemental Lease Agreement No. 2, as amended by Supplemental Lease Agreement No. 3 and as amended by supplemental Lease Agreement No. 4, by the Lessee, subordinate only to the First Leasehold Mortgage, and on such basis the Mortgagor granted a mortgage of all of its leasehold interest under the Lease to the Mortgagee, which Second Leasehold Mortgage was recorded on September 18, 2001 in the office of the Register of The City of New York, County of Queens, in reel 06014 page 00662; and

WHEREAS, the Mortgagor and the Mortgagee have heretofore entered into that certain Supplemental Lease Agreement No. 2 (hereinafter "*Supplemental Lease Agreement No. 2*") to the Lease, dated as of December 20, 2002, covering the Additional Payment Obligation, the June 2003 Semi-Annual Payment Obligation, the December 2003 Semi-Annual Payment Obligation and the Additional Semi-Annual Payment Obligation, as such terms are defined therein, and an increase in the amount of the Aggregate Payment Obligation; and

WHEREAS, pursuant to Supplemental Lease Agreement No. 2 the payment of the Additional Payment Obligation, June 2003 Semi-Annual Payment Obligation, the December 2003 Semi-Annual Payment Obligation and the Additional Semi-Annual Payment Obligation were added to and became a part of the Aggregate Payment Obligation and were to be secured by the Second Leasehold Mortgage;

WHEREAS, the Mortgagor and the Mortgagee entered into a First Supplemental Agreement to the Second Leasehold Mortgage dated as of December 20, 2002 (the "*First Supplemental Agreement*") wherein and whereby the Second Leasehold Mortgage was amended to secure the payment of the Additional Payment Obligation, the June 2003 Semi-Annual Payment Obligation, the December 2003 Semi-Annual Payment Obligation and the Additional Semi-Annual Payment Obligation as a part of the Aggregate Payment Obligation, which First Supplemental Agreement was recorded in the office of the Register of The City of New York, County of Queens as document number 2003010700996001 on March 3, 2003; and

WHEREAS, the Mortgagor and the Mortgagee have heretofore entered into Supplemental Lease Agreement No. 3 (hereinafter and in the Leasehold Mortgage as herein amended "*Supplemental Lease Agreement No. 3*") to the Lease dated as of January 1, 2004,

which covers the payment of the 2004 Payment Obligation, as such term is defined in Supplemental Lease Agreement No. 3, which 2004 Payment Obligation was added to and became a part of the Aggregate Payment Obligation and was to be secured by the Second Leasehold Mortgage;

WHEREAS, the Mortgagor and the Mortgagee entered into a Second Supplemental Agreement to the Second Leasehold Mortgage dated as of May 31, 2004 (the "*Second Supplemental Agreement*") wherein and whereby the Second Leasehold Mortgage was amended to secure the payment of the June 2004 Payment Obligation as a part of the Aggregate Payment Obligation, which Second Supplemental Agreement was recorded in the office of the Register of The City of New York, County of Queens as document number _____ on _____;

WHEREAS, the Mortgagor and the Mortgagee have executed and delivered, immediately prior to the execution and delivery of this Third Supplemental Agreement to Second Leasehold Mortgage, Supplemental Lease Agreement No. 4 (hereinafter and in the Second Leasehold Mortgage as herein amended "*Supplemental Lease Agreement No. 4*") to the Lease dated as of December 1, 2004, which covers, among other things, the payment of the Total Deferred APO Amount, as such term is defined in Supplemental Lease Agreement No. 4, and which is to be secured by the Second Leasehold Mortgage;

NOW, THEREFORE, as a condition precedent to and in consideration of the Port Authority's execution of Supplemental Lease Agreement No. 4 and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree effective as of December 1, 2004, as follows:

1. From and after December 1, 2004, in each and every instance where the term "Supplement No. 1" or "Supplemental Lease Agreement No. 1" is used in the Second Leasehold Mortgage, as herein amended, such term shall mean and refer to Supplemental Lease Agreement No. 1 as amended, supplemented and restated by Supplemental Lease Agreement No. 2, as amended by Supplemental Lease Agreement No. 3 and as amended by Supplemental Lease Agreement No. 4.

2. Unless the context shall clearly indicate some other meaning or may otherwise require, capitalized terms used in this Third Supplemental Agreement without definition shall have the meanings ascribed thereto in the Lease, as amended by Supplemental Lease Agreement No. 1, Supplemental Lease Agreement No. 2, Supplemental Lease Agreement No. 3 and Supplemental Lease Agreement No. 4 and in the Second Leasehold Mortgage, as herein amended.

3. Without limiting the generality of paragraphs 1 and 2 hereof, it is hereby agreed and understood that, pursuant to Supplemental Lease Agreement No. 4, all amounts representing the Total Deferred APO Amount are added to the amount payable as the Aggregate Payment Obligation (as defined in Supplemental Lease Agreement No. 1, as amended and supplemented, prior to May 31, 2004) and that from and after December 1, 2004 each and every reference in the Second Leasehold Mortgage, as herein amended, to the Aggregate Payment Obligation shall also include a reference to Total Deferred APO Amount.

4. The first paragraph of paragraph (a) of Section 2 of the Second Leasehold Mortgage shall be amended to read as follows:

"(a) To secure the payment when due of the Aggregate Payment Obligation, including all of the Semi-Annual Payment Obligations, Annual Payment Obligations, Additional Semi-Annual Payment Obligations, June 2003 Semi-Annual Payment Obligations, December 2003 Semi-Annual Payment Obligations, Additional Annual Payment Obligations, the 2004 Payment Obligation and the Total Deferred APO Amount, with the maximum amount of the June 2004 Investment not to exceed ır such lesser amount as may be outstanding from time to time, and with the maximum amount of the Additional Investment not to exceed such lesser amount as may be outstanding from time to time and with the maximum amount of the Payment Obligation not to exceed r such lesser amount as may be outstanding from time to time, (collectively, the 'Obligations'), the total amount of the Obligations not to exceed ollectively, the "Obligations"), the Mortgagor hereby grants, mortgages, pledges, assigns, transfers and sets over to the Mortgagee, subordinate only to the First Leasehold Mortgage and subject to and upon the terms and conditions of this Second Leasehold Mortgage, all of the Mortgagor's right, title and interest in, to and under the leasehold estate created pursuant to the Lease with respect to the real property described on Exhibit A, attached hereto and made a part hereof and in shaded stipple and shaded stipple diagonal hatching on page 3 of Exhibit 2.1B attached to Supplemental Lease Agreement No. 3, together with any improvements thereon and any and all other, further or additional estates, rights, titles, interests, benefits and other claims, both at law and in equity, which the Mortgagor now has or may in the future have or acquire under or by the terms of the Lease, whether by reason of the exercise of options thereunder or by reason of amendments, modifications, supplements, extensions and renewals of the Lease, of whatsoever nature derived or to be derived by the Mortgagor by virtue of the Lease, including, without limitation, any and all estate, right, title and interest of the Mortgagor in and to any and all buildings and other improvements now or hereafter located on the Premises and all building materials, building equipment and fixtures of every kind and nature located on the Premises or attached to, contained in or used in any such buildings and other improvements, and all appurtenances and additions thereto and betterments, substitutions and replacements thereof acquired by the Mortgagor under the Lease, and the right to exercise all rights of the Mortgagor under the Lease except as otherwise provided therein, and, to the fullest extent possible, but subject to the First Leasehold Mortgage, the Mortgagor hereby unconditionally delegates to the Mortgagee the right to exercise any and all of the Mortgagor's rights under the Lease, delegated to the Mortgagor under the Lease, except as otherwise provided therein, subject to all of the same terms, covenants, conditions, limitations, reservations and defenses as would be applicable under the Lease, as the case may be, had this delegation not occurred; and"

5. It is the intention of the parties hereto that neither Supplemental Lease Agreement No. 4, nor this Third Supplemental Agreement, shall have changed or affected the priority of the lien of the Second Leasehold Mortgage with respect to that portion of the Aggregate Payment Obligation consisting of the Payment Obligation, the Semi-Annual Payment

Obligation, the Additional Payment Obligation and the Additional Semi-Annual Payment Obligation, the June 2003 Semi-Annual Payment Obligation and the December 2003 Semi-Annual Payment Obligation, the December 2004 Payment Obligation, the June 2005 Payment Obligation and the Total Deferred APO Amount.

6. The Mortgagor represents, warrants and covenants to and with the Mortgagee that the Mortgagor is a limited liability company duly organized and existing in good standing under the laws of the State of New York, is lawfully seized of the Mortgaged Property, has the power and authority to create, pledge and grant the leasehold mortgage as provided in the Second Leasehold Mortgage, as amended by this Third Supplemental Agreement, to own its property and assets, and to enter into this Third Supplemental Agreement, and its execution, delivery and performance of the obligations under the Second Leasehold Mortgage as amended by this Third Supplemental Agreement, has been duly authorized by all necessary action on the part of the Mortgagor.

7. The Mortgagor represents, warrants and covenants to and with the Mortgagee that at the request of the Mortgagee and upon providing the Mortgagor with the appropriate documents, the Mortgagor will execute any documents necessary to record this Third Supplemental Agreement and execute any necessary financing statements and, at periodic intervals, continuation statements pursuant to the Uniform Commercial Code as in effect in the State of New York and any other documents required to perfect or continue the perfection of the lien of the leasehold mortgage granted in this Third Supplemental Agreement, and will pay all filing or recording costs with respect thereto and all costs of filing or recording this Third Supplemental Agreement or any other instrument, agreement or document executed and delivered pursuant to this Third Supplemental Agreement in all public offices where filing or recording is deemed by the Mortgagee to be necessary or desirable. The Mortgagor will promptly pay, or cause to be paid, any mortgage recording taxes, fees or other charges, if any, in connection with this Third Supplemental Agreement and the other Security Documents.

8. This Third Supplemental Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

9. (a) Notwithstanding any other provision of this Third Supplemental Agreement to the contrary, no (x) Commissioner, director, employee, committee member, manager, managing director, officer, agent, representative, nor any (y) owner, shareholder, member, partner, controlling person, principal, or ultimate beneficial owner, in each case, whether direct or indirect, of the Mortgagee or of the Mortgagor or any Affiliate of the Mortgagee or the Mortgagor or of any of the foregoing, shall be charged personally or held contractually liable by or to the other party, under, or in connection with, any term or provision of this Third Supplemental Agreement or of any supplement, modification or amendment to this Third Supplemental Agreement or because of any breach thereof, or because of its or their execution or attempted execution.

(b) Notwithstanding any other provision of this Third Supplemental Agreement to the contrary, and as a material consideration for the Mortgagor's entry into this

Third Supplemental Agreement, it is acknowledged and agreed that: (x) neither the Mortgagee (or any of its successors or assigns), shall have any recourse or shall make any claim under or in connection with this Third Supplemental Agreement, against (i) any member of the Mortgagor, or (ii) any of the Affiliates of the Mortgagor or of any such member, or (iii) any (A) officer, committee member, director, manager, managing director, employee, agent, representative or (B) owner, shareholder, member, partner, principal, controlling person or ultimate beneficial owner in each case, whether direct or indirect, of any of the persons mentioned in clauses (i) and (ii) above, under, or in connection with, this Third Supplemental Agreement and the sole recourse of the Mortgagee (or its successors or assigns) shall be against the Mortgagor's assets irrespective of any failure of the Mortgagor to comply with applicable Law or any provision of this Third Supplemental Agreement, and (y) neither the Mortgagee (or its successors or assigns) shall be subrogated, or have any right of subrogation, to any claim of the Mortgagor for any capital contributions to the Mortgagor from any member of the Mortgagor. The acknowledgements and agreements set forth in this paragraph are made expressly for the benefit of the persons referred to in clauses (i), (ii) and (iii) above, individually or collectively.

(c) For the purposes of this paragraph, the protections afforded to the Mortgagor under this paragraph shall be deemed to protect any successor to the Mortgagor, any Interim Terminal Operator or any Qualified Terminal Operator and any director, manager, managing director, controlling person, direct or indirect shareholder, member, partner, principal, ultimate or indirect shareholder, owner, officer or agent thereof in respect of any obligations hereunder or under any of the Security Documents.

10. The Mortgagor certifies that its Employer Identification Number is 23 286 6204.

11. The Mortgagor shall cooperate with the Mortgagee to effect the recording of this Third Supplemental Agreement in the office of the Registrar of the City of New York, County of Queens, including without limitation, executing, acknowledging and/or delivering to the Mortgagee from time to time within five (5) business days after request in writing is made by the Mortgagee, any further instrument or instruments, and/or providing any information or documentation, that the Mortgagee may reasonably request which is necessary or advisable in connection with the recordation of this Third Supplemental Agreement in the office of the Registrar of the City of New York, County of Queens.

12. As hereby amended, all the terms, covenants, provisions, conditions and agreements of the Second Leasehold Mortgage shall be and remain in full force and effect.

[REMAINDER OF PAGE DELIBERATELY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Third Supplemental Agreement to be executed by their duly authorized officers, all as of the day and year first above written.

MORTGAGOR:

JFK INTERNATIONAL AIR TERMINAL LLC

By:_____

Name: Steven B. Callahan
Title: Duly Authorized Delegate of Jacques R. J. Greitemann, Executive Committee Member

By:_____

Name: David A. Sigman
Title: Executive Committee Member

By:_____

Name: Christopher McKenna
Title: Executive Committee Member

MORTGAGEE:

PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: _____

Name: _____

Title: _____

FOR THE MORTGAGOR

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

On the day of December in the year 2006, 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.

(notarial seal and stamp)

FOR THE MORTGAGOR

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

On the day of December in the year 2006, 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.

(notarial seal and stamp)

FOR THE MORTGAGOR

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

On the day of December in the year 2006, 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.

(notarial seal and stamp)

FOR THE MORTGAGEE

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

On the day of December in the year 2006, 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.

(notarial seal and stamp)

EXHIBIT CC

FOURTH SUPPLEMENTAL TRUST ADMINISTRATION AGREEMENT

BY AND BETWEEN

JFK INTERNATIONAL AIR TERMINAL LLC

AND

THE BANK OF NEW YORK

(WITH THE CONSENT OF THE PORT AUTHORITY
OF NEW YORK AND NEW JERSEY)

DATED AS OF DECEMBER 1, 2004

FOURTH SUPPLEMENTAL TRUST ADMINISTRATION AGREEMENT

THIS FOURTH SUPPLEMENTAL TRUST ADMINISTRATION AGREEMENT (the "Fourth Supplemental Trust Administration Agreement"), dated as of December 1, 2004 (the "Effective Date"), is entered into by and between JFK International Air Terminal LLC (the "Lessee"), a New York limited liability company, and THE BANK OF NEW YORK (the "Trustee"), a New York banking corporation, as Trustee under the Trust Indenture, dated May 13, 1997, between the Trustee and The Port Authority of New York and New Jersey (the "Authority").

W I T N E S S E T H:

WHEREAS, the Authority and the Lessee entered into an Agreement of Lease (identified by the Port Authority lease number AYC-685) on May 13, 1997 (as amended, modified, or supplemented from time to time, the "Lease"), relating to the lease, development, construction and operation of a new passenger terminal located at Terminal 4 at John F. Kennedy International Airport in Jamaica, New York;

WHEREAS, the Lessee and the Trustee have entered into the original Trust Administration Agreement on May 13, 1997 in connection with the financing of such new passenger terminal;

WHEREAS, in order to modify and supplement the Trust Administration Agreement, the Lessee and the Trustee have entered into that certain First Supplemental Trust Administration Agreement to the Trust Administration Agreement, dated as of August 10, 2001 (the "First Supplemental Trust Administration Agreement"), that certain Second Supplemental Trust Administration Agreement to the Trust Administration Agreement, dated as of December 20, 2002 (the "Second Supplemental Trust Administration Agreement"), and that certain Third Supplemental Trust Administration Agreement to the Trust Administration Agreement, dated as of January 1, 2004 (the "Third Supplemental Trust Administration Agreement"), the Trust Administration Agreement as amended as aforesaid hereinafter the "Trust Administration Agreement");

WHEREAS, in order to modify and supplement the Lease, the Lessee and the Authority have entered into that certain Supplemental Lease Agreement No. 1, dated as of August 10, 2001 (the "Supplemental Lease Agreement No. 1"), that certain Supplemental Lease Agreement No. 2, dated as of December 20, 2002 (the "Supplemental Lease Agreement No. 2"), and that certain Supplemental Lease Agreement No. 3, dated as of January 1, 2004 (the "Supplemental Lease Agreement No. 3");

WHEREAS, in order to further modify and supplement the Lease, the Lessee and the Authority have entered into that certain Supplemental Lease Agreement No. 4 dated as of the Effective Date (the "Supplemental Lease Agreement No. 4"); and

WHEREAS, in order to make certain changes to the Trust Administration Agreement in connection with Supplemental Lease Agreement No. 4, the Lessee and the Trustee have determined to enter into this Fourth Supplemental Trust Administration Agreement, and the Authority has agreed to consent to the terms hereof in accordance with Section 7.2 of the Trust Administration Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Lessee and the Trustee hereby agree to amend and supplement the Trust Administration Agreement effective as of the Effective Date as follows:

ARTICLE I.

AMENDMENT OF ARTICLE I

SECTION 1.1 **Definition of Alternative Annual Period.**

The following definition of the term "Alternative Annual Period" shall be inserted in the appropriate alphabetical position in Section 1.1 of the Trust Administration Agreement and shall read as follows:

> " 'Alternative Annual Period' shall mean each twelve month period commencing on December 1 and ending on the immediately following November 30."

SECTION 1.2 **Definition of Annual Capital Improvements Reserve Fund Requirement.**

The following definition of the term "Annual Capital Improvements Reserve Fund Requirement" shall be inserted in the appropriate alphabetical position in Section 1.1 of the Trust Administration Agreement and shall read as follows:

> " 'Annual Capital Improvements Reserve Fund Requirement' means, with respect to each Alternative Annual Period, an additional line item in the Annual Operating Budget of the Lessee for such Alternative Annual Period (or, if such Annual Operating Budget has not yet been adopted by the Lessee (or approved by the Third Party Consultant, if required), the Annual Operating Budget for the preceding Alternative Annual Period) equal to fifteen percent (15%) of the maintenance expense in such Annual Operating Budget."

SECTION 1.3 **Definition of Annual Operating Budget.**

The term "Annual Operating Budget" appearing in Section 1.1 of the Trust Administration Agreement shall be amended to read as follows:

" 'Annual Operating Budget' shall mean, with respect to any Fiscal Year, Annual Period or Alternative Annual Period, as appropriate, the operating plan and budget for such Fiscal Year, Annual Period or Alternative Annual Period prepared by the Lessee for the Project, including any modification, amendment or supplement thereto; provided however, during a Lock-Box Period such Annual Operating Budget, including any modification, amendment or supplement thereto, shall be reviewed and approved by the Third Party Consultant."

SECTION 1.4 **Definition of Capital Improvements Reserve Fund Requirement.**

The following definition of the term "Capital Improvements Reserve Fund Requirement" shall be inserted in the appropriate alphabetical position in Section 1.1 of the Trust Administration Agreement and shall read as follows:

" 'Capital Improvements Reserve Fund Requirement' means, with respect to each Semi-Annual Subordinated Funding Date beginning with the Semi-Annual Subordinated Funding Date occurring on January 1, 2007, an amount equal to one-half (1/2) of the Annual Capital Improvements Reserve Fund Requirement for the Alternative Annual Period in which such Semi-Annual Subordinated Funding Date occurs, *plus*, in the case of the second Semi-Annual Subordinated Funding Date occurring in such Alternative Annual Period, an amount equal to any deficiency in the deposit required to have been made in accordance with this sentence on the immediately preceding Semi-Annual Subordinated Funding Date; *provided* that no contribution shall be required to the extent that the balance of the Capital Improvements Reserve Fund shall equal or exceed fifteen percent (15%) of the sum of (*x*) the sum total actual maintenance expense for the four preceding Fiscal Years and/or Annual Periods and/or Alternative Annual Periods, as appropriate, *and* (*y*) the total maintenance expense in the Annual Operating Budget for the Alternative Annual Period in which such Semi-Annual Subordinated Funding Date occurs. Until December 31, 2007, amounts on deposit in the Construction Fund shall be treated as if they were on deposit in the Capital Improvements Reserve Fund for the purpose of satisfying the Capital Improvements Reserve Fund Requirement notwithstanding that such funds actually remain on deposit in the Construction Fund. "

SECTION 1.5 **Definition of First Semi-Annual Period.**

The term "First Semi-Annual Period" shall be inserted in the appropriate alphabetical position in Section 1.1 of the Trust Administration Agreement and shall read as follows:

" 'First Semi-Annual Period' shall mean, with respect to each Alternative Annual Period, the period from December 1 to May 31 of such Alternative Annual Period."

SECTION 1.6 **Definition of Lessee Funds.**

The term "Lessee Funds" appearing in Article I of the Trust Administration Agreement shall be amended to read as follows:

" 'Lessee Funds' shall mean the Revenue Fund, the Operation and Maintenance Expense Fund, the Operation and Maintenance Reserve Fund, the Major Maintenance and Renewal Fund, the Subordinated Payments and Lessee Reserve Fund, and the Capital Improvements Reserve Fund and any accounts or subaccounts established therein."

SECTION 1.7 **Definition of Second Semi-Annual Period.**

The term "Second Semi-Annual Period" shall be inserted in the appropriate alphabetical position in Section 1.1 of the Trust Administration Agreement and shall read as follows:

" 'Second Semi-Annual Period' shall mean, with respect to each Alternative Annual Period, the period from June 1 to November 30 of such Alternative Annual Period."

SECTION 1.8 **Definition of Semi-Annual Period.**

The term "Semi-Annual Period" shall be inserted in the appropriate alphabetical position in Section 1.1 of the Trust Administration Agreement and shall read as follows:

" 'Semi-Annual Period' shall mean, with respect to an Alternative Annual Period, the First Semi-Annual Period or the Second Semi-Annual Period, as applicable."

SECTION 1.9 **Definition of Semi-Annual Subordinated Funding Date.**

The term "Semi-Annual Subordinated Funding Date" shall be inserted in the appropriate alphabetical position in Section 1.1 of the Trust Administration Agreement and shall read as follows:

" 'Semi-Annual Subordinated Funding Date' shall mean, for any Semi-Annual Period, the day that is the first day of the second month of the immediately succeeding Semi-Annual Period, such that July 1 is the Semi-Annual Subordinated Funding Date for the immediately preceding Semi-Annual Period commencing December 1 and ending May 31, and January 1 is the Semi-Annual Subordinated Funding Date for the immediately preceding Semi-Annual Period commencing on June 1 and ending November 30; *provided, however*, that if a Semi-Annual Subordinated Funding Date falls on a day that is not a Business Day, it shall be deemed to occur on the next Business Day and *provided further, however*, that the Lessee and the Authority may both execute a writing delivered to the other party on or before any particular (x) January 1 Semi-Annual Subordinated Funding Date pursuant to which they agree that such particular January 1

Semi-Annual Subordinated Funding Date shall be deemed to occur three Business Days prior to such January 1 Semi-Annual Subordinated Funding Date or (y) July 1 Semi-Annual Subordinated Funding Date pursuant to which they agree that such particular July 1 Semi-Annual Subordinated Funding Date shall be deemed to occur on the June 15 immediately preceding such July 1 Semi-Annual Subordinated Funding Date except that these clauses (x) and (y) shall apply if, and only if, there exists no Total Deferred APO Amount outstanding as of the date which the parties propose as the deemed Semi-Annual Subordinated Funding Date."

SECTION 1.10 Definition of Supplemental Lease Agreement No. 1.

The term, "Supplemental Lease Agreement No. 1" appearing in Article I of the First Supplemental Trust Administration Agreement, as previously amended, shall be further amended to read as follows:

" 'Supplemental Lease Agreement No. 1' shall mean that certain Supplemental Lease Agreement No. 1 to the Lease entered into by the Lessee and the Authority dated as of August 10, 2001, as thereafter amended and supplemented by Supplemental Lease Agreement No. 2, Supplemental Lease Agreement No. 3 and Supplemental Lease Agreement No. 4."

SECTION 1.11 Definition of Supplemental Lease Agreement No. 2.

The term, "Supplemental Lease Agreement No. 2" appearing in Article I of the Second Supplemental Trust Administration Agreement, as previously amended, shall be further amended to read as follows:

" 'Supplemental Lease Agreement No. 2' shall mean that certain Supplemental Lease Agreement No. 2 to the Lease entered into by the Lessee and the Authority dated as of December 20, 2002, as thereafter amended and supplemented by Supplemental Lease Agreement No. 3 and Supplemental Lease Agreement No. 4."

SECTION 1.12 Definition of Supplemental Lease Agreement No. 3.

The term, "Supplemental Lease Agreement No. 3" appearing in Article I of the Third Supplemental Trust Administration Agreement shall be amended to read as follows:

" 'Supplemental Lease Agreement No. 3' shall mean that certain Supplemental Lease Agreement No. 3 to the Lease entered into by the Lessee and the Authority dated as of January 1, 2004, as thereafter amended and supplemented by Supplemental Lease Agreement No. 4."

SECTION 1.13 **Definition of Supplemental Lease Agreement No. 4.**

The definition of the term, "Supplemental Lease Agreement No. 4" shall be inserted immediately after the definition of "Supplemental Lease Agreement No. 3," as herein amended, appearing in Article I of the First Supplemental Trust Administration Agreement to read as follows:

" 'Supplemental Lease Agreement No. 4' shall mean that certain Supplemental Lease Agreement No. 4 to the Lease entered into by the Lessee and the Authority dated as of December 1, 2004."

ARTICLE II.

RECEIPT BY TRUSTEE

SECTION 2.1 **Receipt of Supplemental Lease Agreement No. 4.**

The Trustee hereby confirms that it has received an executed copy of Supplemental Lease Agreement No. 4 and, pursuant to the letter dated December 6, 2006 from the Bond Insurer, consents thereto.

ARTICLE III.

AMENDED AND RESTATED APPENDIX A

SECTION 3.1 **Amended and Restated Appendix A to Trust Administration Agreement.**

Appendix A to the Trust Administration Agreement is hereby amended and restated by deleting the existing Appendix A in its entirety and inserting as its replacement the Amended and Restated Appendix A to the Trust Administration Agreement (the "Amended and Restated Appendix A to the Trust Administration Agreement") attached as Exhibit A hereto.

ARTICLE IV.

MISCELLANEOUS

SECTION 4.1 **References to the Trust Administration Agreement.**

(a) This Fourth Supplemental Trust Administration Agreement shall only be deemed to amend the Trust Administration Agreement and the First Supplemental Trust Administration Agreement, Second Supplemental Trust Administration Agreement and Third Supplemental Trust Administration Agreement (x) insofar as is required to effectuate the transactions contemplated by Supplemental Lease Agreement No. 4 and (y) as expressly set forth herein. References in the following Sections of the Trust Administration Agreement to the Trust Administration Agreement are hereby amended so as to be references to the Trust

Administration Agreement as amended, supplemented or otherwise modified by this Fourth Supplemental Trust Administration Agreement; (*i*) Section 1.2, (*ii*) Section 7.3, (*iii*) Section 7.5, (*vi*) Section 7.10 and (*v*) Section 7.12. All references to the Financing Documents contained in Section 17 of Appendix A to the Trust Administration Agreement are hereby amended to include a reference to the Amended and Restated Appendix A to the Trust Administration Agreement as amended, supplemented or otherwise modified by this Fourth Supplemental Trust Administration Agreement.

(b) As amended through the operation of Section 4.1(a) hereof, Sections 1.2, 7.10, and 7.12 of the Trust Administration Agreement, and Section 17 of the Amended and Restated Appendix A to the Trust Administration Agreement, are hereby incorporated by reference as if set forth herein at length.

(c) Except as expressly provided herein, and notwithstanding any provision in any Financing Document (including, without limitation, the Trust Administration Agreement) or in any other document relating to the Project to the contrary, any reference to the Trust Administration Agreement contained in any Financing Document, or in any other document relating to the Project, whether or not such reference is (*i*) direct or indirect, or (*ii*) to the Trust Administration Agreement as amended, supplemented or otherwise modified (from time to time or otherwise), shall not include the provisions of the Fourth Supplemental Trust Administration Agreement

SECTION 4.2 Amendment and Supplement.

This Fourth Supplemental Trust Administration Agreement may be amended, modified or supplemented only by a written instrument signed by the Lessee and the Trustee, which has been consented to in writing (*i*) by the Authority and (*ii*) by the Bond Insurer (so long as the Bond Insurance Policy is in force and effect and the Bond Insurer is not in default under the Bond Insurance Policy).

SECTION 4.3 Parties Interested Herein.

This Fourth Supplemental Trust Administration Agreement is made solely for the benefit of the Lessee, the Trustee and the Authority and no other person or entity (including the Bond Insurer, except to the extent set forth below) shall have any right, benefit or interest under or because of the existence of this Fourth Supplemental Trust Administration Agreement. The Bond Insurer (so long as the Bond Insurance Policy is in force and effect and the Bond Insurer is not in default under the Bond Insurance Policy) shall be a third-party beneficiary of this Fourth Supplemental Trust Administration Agreement solely with respect to the rights provided for them in Section 4.2 and this Section 4.3 of the Fourth Supplemental Trust Administration Agreement.

SECTION 4.4 Counterparts.

This Fourth Supplemental Trust Administration Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same

instrument and any of the parties hereto may execute this Fourth Supplemental Trust Administration Agreement by signing any such counterpart.

SECTION 4.5 Severability.

In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Fourth Supplemental Trust Administration Agreement.

SECTIONS 4.6 Titles.

Titles to the articles and sections of this Fourth Supplemental Trust Administration Agreement are solely for the convenience of the parties and not an aid in the interpretation of this Fourth Supplemental Trust Administration Agreement or any part hereof.

SECTION 4.7 Law Governing the Fourth Supplemental Trust Administration Agreement.

The effect and meaning of this Fourth Supplemental Trust Administration Agreement and the rights of the parties hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without regard to the conflict of laws principles thereof.

SECTION 4.8 Concerning the Trustee: Trustee's Disclaimer.

All of the rights, privileges and immunities afforded the Trustee under the Trust Administration Agreement, the Trust Indenture, the Lease, the Special Project Bond Resolution, the Series Resolution and the Leasehold Mortgage are hereby incorporated herein as if set forth herein in full. The recitals contained herein shall be taken as the statements of the Lessee, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representation as to the validity or sufficiency of this Fourth Supplemental Trust Administration Agreement.

[REMAINDER OF PAGE DELIBERATELY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto caused this Fourth Supplemental Trust Administration Agreement to be executed by a duly authorized signatory, all as of the day and year first above written.

JFK INTERNATIONAL AIR TERMINAL LLC

By:_____

Name:_____

Title:_____

By:_____

Name:_____

Title:_____

By:_____

Name:_____

Title:_____

THE BANK OF NEW YORK, as Trustee

By:_____

Name:_____

Title:_____

By its execution of this Fourth Supplemental Trust Administration Agreement, The Port Authority of New York and New Jersey hereby consents to the terms of this Fourth Supplemental Trust Administration Agreement, in accordance with the requirements of Section 7.2 of the Trust Administration Agreement.

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY, as consenter

By:_____

Name:_____

Title:_____

APPENDIX A
(Amended and Restated as of December 1, 2004)

TRUST ADMINISTRATION AGREEMENT

FLOW OF FUNDS AND RELATED MATTERS

Section 1. Establishment of Series 6 Funds and Accounts.

A. Establishment of Construction Fund Accounts. The Trustee shall establish within the Construction Fund the following accounts:

1. Series 6 Account

2. Series 6 Insurance and Condemnation Proceeds Account

B. Establishment of Bond Fund Accounts. The Trustee shall establish within the Bond Fund the following accounts (collectively, the "Series 6 Accounts of the Bond Fund"):

1. Series 6 Interest Account
2. Series 6 Redemption Account
   (a) Condemnation Proceeds Subaccount
   (b) Excess Proceeds Subaccount

C. Establishment of Debt Service Reserve Fund Accounts. The Trustee shall establish within the Debt Service Reserve Fund the following account:

1. Series 6 Account (hereinafter referred to as the "Debt Service Reserve Fund")

D. Establishment of a Section 148(f) Payment Fund. The Trustee shall establish a Section 148(f) Payment Fund (as one of the Section 13 Funds) separate and apart from the Trust Estate pursuant to Section 13 of the Series Resolution.

E. Establishment of a Reserve Fund Credit Facility Fund. The Trustee shall establish a Reserve Fund Credit Facility Fund (as one of the Section 13 Funds) separate and apart from the Trust Estate pursuant to Section 13 of the Series Resolution.

F. Establishment of a Revenue Fund. The Trustee shall establish a Revenue Fund as one of the Lessee Funds.

G. Establishment of an Operation and Maintenance Expense Fund. The Trustee shall establish an Operation and Maintenance Expense Fund as one of the Lessee Funds.

H. Establishment of an Operation and Maintenance Reserve Fund. The Trustee shall establish an Operation and Maintenance Reserve Fund as one of the Lessee Funds.

I. Establishment of a Major Maintenance and Renewal Fund. The Trustee shall establish a Major Maintenance and Renewal Fund as one of the Lessee Funds.

J. Establishment of a Capital Improvements Reserve Fund. The Trustee shall establish a Capital Improvements Reserve Fund as one of the Lessee Funds.

K. Establishment of a Subordinated Payments and Lessee Reserve Fund. The Trustee shall establish a Subordinated Payments and Lessee Reserve Fund as one of the Lessee Funds.

L. Funds Held in Trust. The Trust Estate Funds, the Section 13 Funds, and the Lessee Funds, shall be held in accordance with the terms of the respective documents governing their establishment and administration, including this Trust Administration Agreement (this "Agreement") and shall be held by the Trustee, including by one or more depositories in trust for the Trustee. All monies and securities deposited with the Trustee shall be held in trust and applied only in accordance with the applicable provisions of the respective documents governing the establishment and administration of the funds in which such monies and securities are deposited, including this Agreement.

M. Establishment of Additional Accounts. The Trustee, at the Lessee's direction, shall establish within the Trust Estate Funds, the Section 13 Funds and the Lessee Funds such additional accounts and subaccounts as are necessary to segregate deposits made for a particular purpose into any of such Funds, consistent with the Trust Indenture and the provisions of this Agreement.

N. Closure of Lessee Contingency Fund. On or prior to the Effective Date hereof, the Trustee shall have closed the Lessee Contingency Fund.

O. Definitions. Unless the context shall clearly indicate some other meaning or may otherwise require, capitalized terms of special meaning used in this Amended and Restated Appendix A without definition shall have the meanings specified in this Agreement, the Lease, the Series Resolution or the Special Project Bond Resolution.

Section 2. Construction Fund.

A. Deposits.

1. Proceeds from the Sale of the Series 6 Bonds and Other Amounts. There shall be deposited in the Series 6 Account of the Construction Fund the Net Sale Proceeds received by the Authority from the sale of the Series 6 Bonds and any other

monies required to be deposited therein pursuant to the Special Project Bond Resolution, the Series Resolution, the Lease, the Trust Indenture or this Agreement.

2. Insurance and Condemnation Proceeds. There shall be deposited in the Series 6 Insurance and Condemnation Proceeds Account any proceeds received with respect to the condemnation of all or any part of the Premises and any proceeds of Builder's Risk (All Risk) Complete Value Insurance received by the Lessee.

3. Excess Amounts in Debt Service Reserve Fund. There shall be transferred to the Construction Fund income or gain credited to or deposited into the Debt Service Reserve Fund and any other amounts which may be transferred from the Debt Service Reserve Fund pursuant to this Agreement (prior to the final disbursement of the Construction Fund) in such amounts as are in excess of the Debt Service Reserve Requirement in accordance with Section 4(B)(2) hereof.

4. Reimbursement of Overpayment of Arbitrage Rebate Amount. There shall be deposited in the Construction Fund the amount of the reimbursement of an overpayment of arbitrage rebate received from the Department of the Treasury of the United States.

B. Withdrawals and Transfers

1. Requisitions for Project Costs and Debt Service. The Trustee shall make disbursements from the Series 6 Account of the Construction Fund as set forth in this Section 2(B)(1) for Project Costs. Except to the extent provided in the Lease with respect to the payment of Port Authority Bond Expenses on the Closing Date, any such disbursement shall be made only upon receipt by the Trustee of a written certificate (the "Requisition Certificate") signed by one or more Designated Representative(s), containing the following:

(i) the amount of the Project Costs to be disbursed;

(ii) the requisition number;

(iii) the name(s) and address(es) of the person(s) to whom payment is due (which may include the Lessee, the Trustee or the Authority, if applicable) or, in the case of payment to the Series 6 Interest Account of the Bond Fund (a "Debt Service Requisition"), instructions to make such payment thereto for such purpose;

(iv) the amount to be paid, and, except in the case of a Debt Service Requisition, the portion of the Project to which such disbursement relates and, in reasonable detail, the purpose and circumstances under which each such obligation, item of cost or expense was incurred;

(v) a statement that such obligation to pay such amount mentioned

therein has been incurred and the amount thereof constitutes a Project Cost and is a proper charge against the Construction Fund;

(vi) a statement that such obligation to pay such amount has not been the basis of any previous withdrawal from the Construction Fund (unless the amount of such previous withdrawal was subsequently reimbursed to the Construction Fund); and

(vii) a statement that the payment of each obligation to pay an amount from the Series 6 Account of the Construction Fund represented by the Requisition Certificate will not render the certification provided in Section 3.2(E) of the Trust Administration Agreement untrue.

2. Records. The Lessee shall provide a copy of each Requisition Certificate to the Authority at the time the Lessee transmits such certificate to the Trustee. All records of the Lessee with respect to each disbursement from the Construction Fund shall be kept at all times within the Port of New York District for a period of seven years after the final disbursement of the Construction Fund, and shall be subject to the audit and inspection of the Trustee or the Authority, and their respective representatives and employees during normal business hours and upon reasonable notice to the Lessee.

3. Disbursements. (*i*) Within five days after the delivery of a duly submitted Requisition Certificate or (*ii*) on the same day as the day of delivery of a duly submitted Debt Service Requisition or the initial requisition, the Trustee shall pay to the person(s) indicated as payee(s) on such requisition (or, with respect to a Debt Service Requisition, deposit into the Series 6 Interest Account of the Bond Fund) the amount requested and certified in such certificate (each such payment being referred to herein as a "Construction Payment").

4. Series 6 Insurance and Condemnation Proceeds Account.

(a) The amounts deposited in the Series 6 Insurance and Condemnation Proceeds Account of the Construction Fund shall be applied in accordance with Section 3.1(C)(2) of the Trust Administration Agreement. The Lessee shall requisition such amounts for the purposes of replacing, repairing or restoring part or all of the Premises and the Trustee shall disburse such amounts from the Series 6 Insurance and Condemnation Proceeds Account in the manner provided in Section 2(B)(1) hereof for disbursements from the Construction Fund, except that each reference in that section to "Project Costs" shall be replaced with "costs" and the certification of the Lessee set forth in clause (vii) of Section 2(B)(1) shall not be required.

(b) The Lessee shall comply with the notice and recordkeeping requirements set forth in Section 2(B)(1), Section 2(B)(2), and, where applicable, Appendix B of this Agreement with respect to each disbursement from the Series 6 Insurance and Condemnation Proceeds Account of the Construction Fund.

5. Transfers. In addition to the disbursements made pursuant to Sections 2(B)(1) through 2(B)(4) hereof the Trustee shall make transfers from the Construction Fund as set forth in this Section 2(B)(5).

(a) Upon the Trustee's receipt of a certificate from the Lessee that the Construction Work has been substantially completed, the Trustee shall transfer all monies and securities remaining in the Series 6 Account of the Construction Fund ("Excess Proceeds") to the Excess Proceeds Subaccount of the Series 6 Redemption Account of the Bond Fund as the Lessee directs, except that the Trustee shall retain in the Construction Fund such amount as shall be specified by the Lessee for payment of items not then due or the liability for which the Lessee is disputing or contesting until such time as such amounts shall have been expended or such dispute or contest has been resolved, at which time the Trustee shall transfer any Excess Proceeds to such Excess Proceeds Subaccount of the Series 6 Redemption Account of the Bond Fund. Any Excess Proceeds transferred from the Construction Fund to the Bond Fund shall be held by the Trustee in accordance with Section 3.1(E)(2) of the Trust Administration Agreement.

(b) In the event that condemnation proceeds are not to be applied to replace, repair or restore part or all of the Premises, the Trustee shall transfer all such amounts to the Condemnation Proceeds Subaccount of the Series 6 Redemption Account of the Bond Fund and apply such proceeds to the Redemption of Series 6 Bonds in accordance with Section 3.1(E)(2) of the Trust Administration Agreement.

(c) At the direction of the Lessee, the Trustee shall transfer the amount specified by the Lessee from the Construction Fund to the Section 148(f) Payment Fund.

Section 3. Bond Fund.

A. Deposits. There shall be deposited in the appropriate account of the Bond Fund:

1. The proceeds received from the sale of Series 6 Bonds which are received as pre-issuance accrued interest on the Series 6 Bonds, all of which shall be deposited in the Series 6 Interest Account.

2. Any amount transferred from the Series 6 Account of the Construction Fund pursuant to a Debt Service Requisition, which shall be deposited in the Series 6 Interest Account of the Bond Fund for payment of interest on the Series 6 Bonds due on the applicable Debt Service Payment Date.

3. Any amount transferred from the Series 6 Account of the Construction Fund pursuant to Section 2(B)(5)(a) hereof, which shall be deposited in the Excess Proceeds Subaccount of the Series 6 Redemption Account for Redemption of the Series 6 Bonds as directed by the Lessee.

4. Any amount transferred from the Series 6 Insurance and Condemnation Proceeds Account of the Construction Fund pursuant to Section 2(B)(5)(b) hereof, which shall be deposited in the Condemnation Proceeds Subaccount of the Series 6 Redemption Account for Redemption of the Series 6 Bonds as directed by the Lessee.

5. Any amount transferred from the Revenue Fund in accordance with the terms of Section 6(B)(2) and 6(B)(3) hereof for deposit in the Bond Fund.

6. Any amount transferred from the Debt Service Reserve Fund in accordance with the terms of Section 4(B) hereof for deposit in the Bond Fund.

7. Any amounts transferred from the Capital Improvements Reserve Fund in accordance with the terms of Section 12(B)(2) hereof for deposit in the Bond Fund.

8. Any amount received by the Trustee from the disposition of the Collateral or any portion of the Trust Estate which is required to be deposited in the Bond Fund.

9. Income or gain credited to or deposited in the Debt Service Reserve Fund and any other amounts which may be transferred from the Debt Service Reserve Fund pursuant to this Agreement (on or after final disbursement from the Construction Fund) in such amounts as are in excess of the Debt Service Reserve Requirement in accordance with Section 4(B)(2) hereof.

10. Any other amount received by the Trustee when and if required by any of the Financing Documents or the Lease to be paid into the Bond Fund, which shall be paid into the appropriate account of the Bond Fund.

B. Withdrawals and Transfers.

1. There shall be paid from the Series 6 Interest Account, to the extent of available funds therein, to the Paying Agent on each Debt Service Payment Date the amount required for the payment of the interest due and payable on the Series 6 Bonds on such date.

2. There shall be paid from the Series 6 Redemption Account (or appropriate subaccount thereof) to the extent of available funds therein, to the Paying Agent on each date on which Series 6 Bonds are subject to Redemption, an amount equal to the Redemption price of the Series 6 Bonds subject to Redemption on the applicable Debt Service Payment Date.

3. At the direction of the Lessee, there shall be transferred to the Section 148(f) Payment Fund from the appropriate Series 6 Account of the Bond Fund

the amount specified by the Lessee.

Section 4. Debt Service Reserve Fund.

A. Deposits. There shall be deposited in the Debt Service Reserve Fund:

1. An amount equal to the Debt Service Reserve Requirement, which is to be deposited therein from the proceeds of the Series 6 Bonds. The Debt Service Reserve Requirement shall be an amount equal to the Minimum Debt Service Fund Balance determined pursuant to Section 7(c) of the Series Resolution.

2. Any amount delivered to the Trustee by the Lessee for deposit therein.

3. Any amount required to be transferred from the Revenue Fund for deposit to the Debt Service Reserve Fund pursuant to Section 6(B)(4) hereof.

B. Withdrawals and Transfers.

1. On each Debt Service Payment Date, the Trustee shall determine whether sufficient funds have been provided for deposit into the Bond Fund to pay Debt Service due and payable on such date. If on any Debt Service Payment Date there shall not be on deposit in the Bond Fund an amount which is sufficient to make the interest payment or the Redemption payment, respectively, due and payable on such date, the Trustee shall transfer from the Debt Service Reserve Fund, to the extent of funds available therein, an amount sufficient, together with amounts then on deposit in the appropriate account of the Bond Fund, to make such payments on such date. Transfers from the Debt Service Reserve Fund shall be made in the following order of priority: first, to the Series 6 Interest Account, an amount sufficient, together with amounts then on deposit in the Series 6 Interest Account, to make the interest payment due on such date and second, to the Series 6 Redemption Account, an amount sufficient, together with amounts then on deposit in the Series 6 Redemption Account (or appropriate subaccounts thereof), to make the Redemption payment due on such date. In no event shall the Trustee make any transfer from the Debt Service Reserve Fund with respect to a special mandatory redemption requirement for Series 6 Bonds, other than any such special mandatory redemption occurring on December 1, 2015.

To the extent that any amount is transferred from the Debt Service Reserve Fund to pay Debt Service that the Lessee was otherwise required to pay pursuant to its obligations to pay Facility Rental under the Lease, the Trustee shall succeed to the Authority's right to such unpaid Facility Rental in an amount equal to the amount transferred from the Debt Service Reserve Fund to pay such Debt Service on such Debt Service Payment Date, and the use of funds available in the Debt Service Reserve Fund to pay such Debt Service shall not constitute a default or Event of Default, except as specifically provided in the Lease or this Agreement. Any deposit by the Lessee to the Debt Service Reserve Fund in accordance with Section 4(A)(2) hereof or transfer in

accordance with Section 4(A)(3) hereof, to the extent so designated by the Lessee, shall be applied to reduce the amount, if any, of unpaid Facility Rental to which the Trustee has succeeded pursuant to this Section 4(B)(1).

2. If, on any Debt Service Payment Date there shall be on deposit in the Debt Service Reserve Fund an amount in excess of the Debt Service Reserve Requirement, as determined under this Agreement, the Trustee shall, at the direction of the Lessee, transfer such excess to the Construction Fund (if such Debt Service Payment Date is prior to the final disbursement of the Construction Fund) or to the Bond Fund; provided, that any transfers of income or gain from the Debt Service Reserve Fund shall only be made on a Debt Service Payment Date.

3. Subject to the Trustee's receipt of an approving opinion of nationally recognized bond counsel and, where required under the Lease, the consent of the Authority, the Lessee may deposit a Reserve Fund Credit Facility into the Debt Service Reserve Fund, and if all or a portion of the Debt Service Reserve Requirement is funded with a Reserve Fund Credit Facility, the Trustee shall make such transfers from the Debt Service Reserve Fund as are directed by the Lessee, unless such transfers are otherwise directed pursuant to the terms of the applicable Reserve Fund Credit Facility.

Section 5. Section 148(f) Payment Fund.

A. Deposits. Deposits into the Section 148(f) Payment Fund shall be made, at the direction of the Lessee, from the Bond Fund, the Construction Fund, and the Revenue Fund, as appropriate.

B. Withdrawals and Transfers. Withdrawals and transfers from the Section 148(f) Payment Fund shall be governed by Section 6.5 of this Agreement.

Section 6. Revenue Fund.

A. Deposits. The Lessee shall deposit or cause to be deposited in the Revenue Fund, as and when received:

1. All Revenues (including items of income and gain referred to in Section 14(D)(1) hereof) except any (*i*) condemnation proceeds, (*ii*) earnings on the Reserve Fund Credit Facility Fund (to the extent provided in the agreements with respect to any Reserve Fund Credit Facility), (*iii*) earnings on the Trust Estate Funds, (*iv*) amounts required to be deposited in the Bond Fund pursuant to Section 3(A)(7) hereof, (*v*) authorized payments made to the Lessee from any Lessee Fund or pursuant to requisition(s) from the Construction Fund, (*vi*) Revenues constituting rebates or refunds of Taxes previously paid by the Lessee (except to the extent such Taxes were included in Permitted O&M Expenses) and (vii) amounts received by the Lessee with respect to the

period prior to the Closing Date. Except to the extent of limitations on Restricted Payments, amounts described in clauses (v) through (vii) may be used by the Lessee for any lawful purpose and may be retained or distributed by the Lessee to its Parents or the Authority without restriction and no such use or distribution shall constitute a Restricted Payment. Restricted Payments remitted to the Trustee following an Event of Default under the Trust Administration Agreement shall also constitute Revenues for purposes of this Section 6(A)(1).

2. All amounts transferred from (*i*) the Operation and Maintenance Reserve Fund pursuant to Section 9(B)(2), (*ii*) the Major Maintenance and Renewal Fund pursuant to Section 10(B)(2), and (*iii*) the Subordinated Payments and Lessee Reserve Fund pursuant to Section 11.

B. Withdrawals and Transfers. The Trustee shall, at the direction of the Lessee, transfer amounts then on deposit in the Revenue Fund and make the following payments, or the following deposits into the following funds and accounts, in the following order of priority, but only to the extent of monies then available in the Revenue Fund:

1. (a) On the Effective Date and on each Monthly Funding Date thereafter, into the Operation and Maintenance Expense Fund, an amount equal to the amount budgeted for Permitted O&M Expenses for the month in which such deposit is being made. Additionally, if Permitted O&M Expenses are expected to exceed the amount of operating and maintenance expenses provided for in the Annual Operating Budget for such period, the Trustee shall transfer the amount of such excess at the times requested by the Lessee so long as the Lessee shall have provided the Trustee with a certificate (*x*) specifying the amount of such excess and (*y*) stating that the amount of such excess, plus the aggregate amount of any previous excesses of Permitted O&M Expenses over budgeted operating and maintenance expenses during the Alternative Annual Period in which such monthly period occurs, does not exceed 20% of the aggregate Permitted O&M Expenses set forth in the Annual Operating Budget for such Alternative Annual Period; and

(b) on each Monthly Funding Date, into the Operation and Maintenance Expense Fund, for Ground Rental payable in the month in which such Monthly Funding Date occurs.

2. On each Monthly Funding Date, into the Series 6 Interest Account of the Bond Fund, the portion of the Facility Rental required to be paid on such date pursuant to the Lease that is allocable to the payment of interest on the Series 6 Bonds.

3. On each Monthly Funding Date, into the Series 6 Redemption Account of the Bond Fund, the portion of the Facility Rental required to be paid on such date pursuant to the Lease that is allocable to the payment of the Redemption price of Series 6 Bonds.

4. (a) On each Debt Service Payment Date, into the Debt Service Reserve Fund, the amount, if any, required so that the balance in the Debt Service Reserve Fund shall equal the Debt Service Reserve Requirement; *provided, however,* that if the amount in the Debt Service Reserve Fund is less than the Debt Service Reserve Requirement by reason of a draw against a Reserve Fund Credit Facility, amounts otherwise required to be paid into the Debt Service Reserve Fund pursuant to this Section 6(B)(4)(a) shall instead be deposited pursuant to Section 6(B)(4)(b);

(b) into the Reserve Fund Credit Facility Fund, the amount, if any, required to reimburse the issuer of a Reserve Fund Credit Facility, provided such Reserve Fund Credit Facility (*i*) is utilized to meet all or a portion of the Debt Service Reserve Requirement, (*ii*) is on deposit in the Debt Service Reserve Fund and (*iii*) was drawn upon for payment of amounts required to be paid from the Debt Service Reserve Fund; and

(c) to the extent the amount in the Debt Service Reserve Fund is less than the Debt Service Reserve Requirement, and the deficiency was the result of both (*i*) a draw on a Reserve Fund Credit Facility on deposit in the Debt Service Reserve Fund that was utilized to make a Debt Service payment and (*ii*) any other cause, then the Trustee shall allocate transfers pursuant to Section 6(B)(4)(a) and 6(B)(4)(b) at the written direction of the Lessee or as otherwise required pursuant to the terms of the applicable Reserve Fund Credit Facility.

5. On (or, in the Lessee's sole discretion, at any time within the month immediately preceding) each Semi-Annual Subordinated Funding Date, into the Operation and Maintenance Reserve Fund, the amount, if any, required so that the balance in the Operation and Maintenance Reserve Fund shall equal the Operation and Maintenance Reserve Requirement, which shall be six percent (6%) of Permitted O&M Expenses set forth in the Annual Operating Budget for the Alternative Annual Period in which such Semi-Annual Subordinated Funding Date occurs (or, if such Annual Operating Budget has not yet been adopted by the Lessee (or approved by the Third Party Consultant, if required), the Annual Operating Budget for the preceding Alternative Annual Period), subject to the limitation that, on any Semi-Annual Subordinated Funding Date, the Lessee's obligation to replenish the Operation and Maintenance Reserve Fund shall not exceed (*x*) $1,250,000 (as adjusted annually, beginning after DBO, to reflect the Annual CPI Percentage Increase) multiplied by (*y*) the number of elapsed Semi-Annual Periods in such Alternative Annual Period and reduced by (*z*) the amount of prior replenishments during such Alternative Annual Period.

6. On (or, in the Lessee's sole discretion, at any time within the month immediately preceding) each Semi-Annual Subordinated Funding Date, commencing with the Semi-Annual Subordinated Funding Date occurring on January 1, 2007, into the Major Maintenance and Renewal Fund, one-half (1/2) of the current Annual Major Maintenance and Renewal Requirement (which amount shall be an additional line item in the Annual Operating Budget of the Lessee for the Alternative

Annual Period in which such Semi-Annual Subordinated Funding Date occurs (or, if such Annual Operating Budget has not yet been adopted by the Lessee (or approved by the Third Party Consultant, if required), the Annual Operating Budget for the preceding Alternative Annual Period) equal to five percent (5%) of the maintenance expense in such Annual Operating Budget), *plus*, in the case of the second Semi-Annual Subordinated Funding Date occurring in such Alternative Annual Period, an amount equal to any deficiency in the deposit required to have been made in accordance with this sentence on the immediately preceding Semi-Annual Subordinated Funding Date; *provided* that no contribution shall be required to the extent that the balance of such Major Maintenance and Renewal Fund shall equal or exceed five percent (5%) of the sum of (*x*) the sum total actual maintenance expense for the four preceding Fiscal Years and/or Annual Periods and/or Alternative Annual Periods, as appropriate, *and* (*y*) the total maintenance expense in the Annual Operating Budget for the Alternative Annual Period in which such Semi-Annual Subordinated Funding Date occurs (the "*Annual Major Maintenance and Renewal Requirement*").

7. On each Monthly Funding Date, into the Operation and Maintenance Expense Fund, Building Rental payable in the month in which such Monthly Funding Date occurs.

8. To the extent required by the Lease, as amended and supplemented by Supplemental Lease Agreement No. 1, Supplemental Lease Agreement No. 2, Supplemental Lease Agreement No. 3 and Supplemental Lease Agreement No, 4, on each Semi-Annual APO Payment Date and APO Reconciliation Payment Date, as applicable, payment to the Authority in the amount required to pay (i) the Aggregate Payment Obligation due on such Semi-Annual APO Payment Date, (ii) any APO Reconciliation Payment and APO Reconciliation Interest due on such date pursuant to Section 2.11(v) of Article II of Supplemental Lease Agreement No. 1, as amended by Supplemental Lease Agreement No. 4 and, (iii) any APO Additional Reconciliation Payment, APO Additional Reconciliation Interest and APO Late Fee Charge due on such date pursuant to Section 2.11(vi) of Article II of Supplemental Lease Agreement No. 1, as amended by Supplemental Lease Agreement No. 4.

9. On each Semi-Annual Subordinated Funding Date, into the Subordinated Payments and Lessee Reserve Fund, an amount equal to the balance of the amount in the Revenue Fund after all withdrawals and transfers required to be made pursuant to Section 6(B)(1) through Section 6(B)(8), above, have been made as required on or prior to such Semi-Annual Subordinated Funding Date.

Prior to all transfers required to be made pursuant to this Section 6(B), the Trustee shall, at the direction of the Lessee, transfer the amount specified by the Lessee from the Revenue Fund to the Section 148(f) Payment Fund.

Section 7. Operation and Maintenance Expense Fund.

A. Deposits. There shall be deposited in the Operation and Maintenance Expense Fund:

1. Amounts required to be deposited therein from the Revenue Fund pursuant to Sections 6(B)(1) and 6(B)(7) hereof.

2. Such additional amounts as may be delivered to the Trustee for deposit therein.

B. Withdrawals and Transfers. The Trustee shall, at the direction of the Lessee, make disbursements from the Operation and Maintenance Expense Fund to pay Permitted O&M Expenses and Building Rental and Ground Rental.

Section 8. Operation and Maintenance Reserve Fund.

A. Deposits. There shall be deposited in the Operation and Maintenance Reserve Fund:

1. The amounts required to be deposited therein from the Revenue Fund pursuant to Section 6(B)(5) hereof.

2. Such additional amounts as may be delivered to the Trustee for deposit therein.

B. Withdrawals and Transfers.

1. The Trustee shall, at the direction of the Lessee, make disbursements from the Operation and Maintenance Reserve Fund either (a) for deposit in the Operation and Maintenance Expense Fund or (b) for expenditures that would otherwise qualify as Permitted O&M Expenses and have not otherwise been paid from the Operation and Maintenance Expense Fund.

2. If on any date on which transfers are required to be made from the Revenue Fund to the Section 148(f) Payment Fund, the Operation and Maintenance Expense Fund, the Bond Fund, the Debt Service Reserve Fund or the Reserve Fund Credit Facility Fund, there are insufficient monies available in the Revenue Fund to make the required deposits, after depleting the Revenue Fund and the Subordinated Payments Lessee Reserve Fund, the Trustee shall, to the extent funds are available, at the direction of the Lessee, make transfers from the Operation and Maintenance Reserve Fund to the Revenue Fund to be transferred therefrom to the applicable fund or funds in accordance with the priorities set forth in Section 6(B) hereof.

Section 9. Major Maintenance and Renewal Fund.

A. Deposits. There shall be deposited in the Major Maintenance and Renewal Fund:

1. The amounts required to be deposited therein from the Revenue Fund pursuant to Section 6(B)(6) hereof.

The amount of the deposit made into the Capital Improvements Reserve Fund pursuant to Section 8(I)(c)(i)(1)(C) of the Lease, as Section 8(I)(c) was amended and supplemented by Supplemental Lease Agreement No. 4, and Section 12(A)(1) hereof, shall be in lieu of, and shall fully satisfy, the obligation of the Trustee to transfer, and the obligation of the Lessee to direct the Trustee to transfer, amounts into the Major Maintenance and Renewal Fund to satisfy the Annual Major Maintenance and Renewal Requirement with respect to the 2005 Alternative Annual Period.

2. Such additional amounts as may be delivered to the Trustee for deposit therein.

B. Withdrawals and Transfers.

1. The Trustee shall make disbursements from the Major Maintenance and Renewal Fund for costs of repairing or replacing portions of the Project (to the extent such costs and items to be repaired or replaced have not otherwise been paid from the Operation and Maintenance Expense Fund) in accordance with a Requisition Certificate supplied by the Lessee in substantially the form set forth in Section 2(B)(1) hereof, except that each reference in that section to "Construction Fund" and "Project Costs" shall be replaced with "Major Maintenance and Renewal Fund" and "costs", respectively, and the certification of the Lessee set forth in clause (vii) of Section 2(B)(1) shall not be required.

2. If on any date on which transfers are required to be made from the Revenue Fund to the Section 148(f) Payment Fund, the Operation and Maintenance Expense Fund, the Bond Fund, the Debt Service Reserve Fund, the Reserve Fund Credit Facility Fund, or the Operation and Maintenance Reserve Fund there are insufficient monies available in the Revenue Fund and the Operation and Maintenance Reserve Fund to make any required transfer after depleting the Revenue Fund and the Operation and Maintenance Reserve Fund, the Trustee shall, to the extent funds are available, at the direction of the Lessee, make transfers from the Major Maintenance and Renewal Fund to the Revenue Fund to be transferred therefrom to the applicable fund or funds in accordance with the priorities set forth in Section 6(B) hereof.

FOR THE MORTGAGOR

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

On the day of December in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared, Steven B. Callahan 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)

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

On the day of December in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared, David A. Sigman 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)

FOR THE MORTGAGOR

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

On the day of December in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared, Christopher McKenna 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)

FOR THE MORTGAGEE

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

On the 6th day of December in the year 2006, 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. 01SP6057870
Qualified in New York County
Commission Expires April 30, 2009

SEAL

SEAL

SEAL

FOR THE MORTGAGOR

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

On the 6th day of December in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared, Steven B. Callahan personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Duly Authorized Delegate of Jacques R. J. Greitemann, Executive Committee Member of the Mortgagor, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Calliope Z. Rigos
(notarial seal and stamp)

SEAL

CALLIOPE Z. RIGOS
Notary Public, State of New York
No. 30-4993535
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires March 16, 2010

SEAL

FOR THE MORTGAGOR

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

On the 30TH day of NOVEMBER in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared, DAVID A. SIGMAN 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.

ROSA BARONE
NOTARY PUBLIC, State of New York
Reg. No. 01BA6117501
Qualified New York County
My Commission Expires October 25, 2008

Rosa Barone
(notarial seal and stamp)

FOR THE MORTGAGEE

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

YES

On the day of in the year 2006, 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.

(notarial seal and stamp)

FOR THE MORTGAGOR

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

On the 5 day of December in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared, Christopher McKenna 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.

MARIBEL RUIZ
Notary Public, State of New York
No. 01RU6081733
Qualified in County of New York
Commission Expires October 8, 2010

Maribel Ruiz
(notarial seal and stamp)

SEAL

FOR THE MORTGAGEE

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

On the day of in the year 2006, 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.

(notarial seal and stamp)

JFK International Air Terminal LLC

December 6, 2006

The Port Authority of New York and New Jersey
225 Park Avenue South
Ninth Floor
New York, New York 10003

Supplemental Lease Agreement No. 3 - Treatment of Payments

Reference is made to that certain Agreement of Lease, dated May 13, 1997, between The Port Authority of New York and New Jersey (the "*Port Authority*") and JFK International Air Terminal LLC (the "*Tenant*"), identified as Port Authority Lease Number AYC-685, (the "*Lease*"). Further reference is made to that certain Supplemental Lease Agreement No. 1, dated as of August 10, 2001, between the Port Authority and the Tenant ("*Supplemental Lease Agreement No. 1*"), to that certain Supplemental Lease Agreement No. 2, dated as of December 20, 2002, between the Port Authority and the Tenant, and to that certain Supplemental Lease Agreement No. 3, dated as of January 1, 2004, between the Port Authority and the Tenant ("*Supplemental Lease Agreement No. 3*") whereby the Port Authority and the Tenant agreed to amend and supplement the Lease.

The Tenant intends to treat payments made by the Tenant pursuant to Section 2.3(v) of Supplemental Lease Agreement No. 1, as amended by Supplemental Lease Agreement No. 3, as rent paid pursuant to the Lease, in accordance with the Tenant's method of accounting, and as rent paid pursuant to the Lease for all federal, state and local income tax purposes. The Tenant acknowledges that the Port Authority has advised it that the Port Authority, under its method of accounting, intends to treat amounts accrued with respect to the Tenant's payment under Section 2.3 (v) of Supplemental Lease Agreement No. 1, as amended by Supplemental Lease Agreement No. 3, as the equivalent of payments of interest and principal by the Tenant with respect to a loan.

JFK INTERNATIONAL AIR TERMINAL LLC

By: _____
David A. Sigman

JFK International Air Terminal LLC

January 1, 2004

To: The Bank of New York, as Trustee
MBIA Insurance Corporation, as Bond Insurer

Supplemental Lease Agreement No. 3

Reference is made to that certain *(i)* Agreement of Lease, dated as of May 13, 1997 (identified by the Port Authority Lease Number AYC – 685) (the "Lease"), between JFK International Air Terminal LLC, a New York limited liability company (the "Company") and The Port Authority of New York and New Jersey (the "Port Authority") and *(ii)* Trust Administration Agreement, dated as of May 13, 1997 (the "Trust Administration Agreement"), between the Company and The Bank of New York, as trustee (the "Trustee"). Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Trust Administration Agreement.

Further reference is made to that certain (*i*) Supplemental Lease Agreement No. 1, dated as of August 10, 2001, between the Company and the Port Authority (the "Supplemental Lease Agreement No. 1"), *(ii)* Supplemental Lease Agreement No. 3, dated as of the date hereof, between the Company and the Port Authority (the "Supplemental Lease Agreement No. 3") and *(iii)* Third Supplemental Trust Administration Agreement, dated as of the date hereof, between the Company and the Trustee (the "Supplemental Trust Administration Agreement").

Notwithstanding the terms of Section 18 of Supplemental Lease Agreement No. 3 (and, with regards to the Bond Insurer, so long as the Bond Insurance Policy is in force and effect and the Bond Insurer is not in default under the Bond Insurance Policy), Section 2.5 of Supplemental Lease Agreement No. 1, as amended by the Supplemental Lease Agreement No. 3, shall be construed to be for the benefit of the Bond Insurer and the Trustee, each in its own right.

The rights granted to the Trustee and the Bond Insurer hereunder are expressly subject to the limitations that no *(a)* Commissioner, director, employee, committee member, manager, managing director, officer, agent, representative nor any *(b)* owner, shareholder, member, partner, controlling person, principal or ultimate beneficial owner, in each case whether direct or indirect, of the Port Authority or of the Company, or any

Affiliate of the Port Authority or of the Company, shall be charged personally or held contractually liable under, or in connection with, any term or provision of this side letter or because of any breach thereof, or because of its or their execution or attempted execution.

The rights granted to the Trustee and the Bond Insurer hereunder are further expressly subject to the limitation that *(a)* neither the Trustee nor the Bond Insurer, nor any of their respective successors or assigns, shall have any recourse or shall make any claim under or in connection with this side letter, against *(i)* any member of the Company, *(ii)* any of the Affiliates of the Company nor of any such member, or *(iii)* any *(x)* officer, committee member, director, manager, managing director, employee, agent, representative or *(y)* owner, shareholder, member, partner, principal, controlling person or ultimate beneficial owner, in each case whether direct or indirect, of any of the persons mentioned in clauses *(i)* or *(ii)* above, under, or in connection with, this side letter and the sole recourse of the Trustee and the Bond Insurer and their respective successors and assigns and any third party beneficiary hereof, shall be against the Company's assets irrespective of any failure of the Company to comply with applicable law or any provision of this side letter, and *(b)* none of the Trustee, the Bond Insurer, nor any of their respective successors or assigns, shall be subrogated, or have any right of subrogation, to any claim of the Company for any capital contributions to the Company from any member of the Company. The limitations set forth in this paragraph, which are a material consideration for the Company's execution and delivery of this side letter, are expressly for the benefit of the persons referred to in clauses (a)(i), (a)(ii) and (a)(iii) above, individually or collectively.

JFK International Air Terminal LLC has executed and delivered this side letter as of the day and year first above written.

JFK International Air Terminal LLC

By: _____
Name: David A. Sigman
Title: Executive Committee Member

The Port Authority hereby acknowledges and agrees with the terms of this side letter.

The Port Authority of New York
and New Jersey

By: _____
Name: OAURO KHAN
Title: ASSISTANT DIRECTOR

THIRD SUPPLEMENTAL TRUST ADMINISTRATION AGREEMENT

BY AND BETWEEN

JFK INTERNATIONAL AIR TERMINAL LLC

AND

THE BANK OF NEW YORK

(WITH THE CONSENT OF THE PORT AUTHORITY
OF NEW YORK AND NEW JERSEY)

Dated as of January 1, 2004

THIRD SUPPLEMENTAL TRUST ADMINISTRATION AGREEMENT

THIS THIRD SUPPLEMENTAL TRUST ADMINISTRATION AGREEMENT (the "*Third Supplemental Trust Administration Agreement*"), dated as of January 1, 2004 (the "*Effective Date*"), is entered into by and between JFK INTERNATIONAL AIR TERMINAL LLC (the "*Lessee*"), a New York limited liability company, and THE BANK OF NEW YORK (the "*Trustee*"), a New York banking corporation, as Trustee under the Trust Indenture, dated May 13, 1997, between the Trustee and The Port Authority of New York and New Jersey (the "*Authority*").

WITNESSETH:

WHEREAS, the Authority and the Lessee entered into an Agreement of Lease (identified by the Port Authority lease number AYC-685) on May 13, 1997 (as amended, modified, or supplemented from time to time, the "*Lease*"), relating to the leasing, development, construction and operation of a new passenger terminal located at Terminal 4 at John F. Kennedy International Airport in Jamaica, New York;

WHEREAS, the Lessee and the Trustee have entered into the original Trust Administration Agreement on May 13, 1997 in connection with the financing of such new passenger terminal;

WHEREAS, in order to modify and supplement the Trust Administration Agreement, the Lessee and the Trustee have entered into that certain First Supplemental Trust Administration Agreement to the Trust Administration Agreement, dated as of August 10, 2001 (the "*First Supplemental Trust Administration Agreement*");

WHEREAS, in order to modify and supplement the Lease, the Lessee and the Authority have entered into that certain Supplemental Lease Agreement No. 1, dated as of August 10, 2001 (the "*Supplemental Lease Agreement No. 1*");

WHEREAS, in order to further modify and supplement the Lease, the Lessee and the Authority have further entered into that certain Supplemental Lease Agreement No. 2, dated as of December 20, 2002 (the "*Supplemental Lease Agreement No. 2*");

WHEREAS, in order to make certain changes to the Trust Administration Agreement in connection with Supplemental Lease Agreement No. 2, the Lessee and the Trustee entered into that certain Second Supplemental Trust Administration Agreement to the Trust Administration Agreement, dated as of December 20, 2002 (the "*Second Supplemental Trust Administration Agreement*" and the Trust Administration Agreement as amended by the First Supplemental Trust Administration Agreement and the Second Supplemental Trust Administration Agreement hereinafter the "*Trust Administration Agreement*");

WHEREAS, in order to further modify and supplement the Lease, the Lessee and the Authority have entered into that certain Supplemental Lease Agreement No. 3, dated as of January 1, 2004 (the "*Supplemental Lease Agreement No. 3*");

WHEREAS, in order to make certain changes to the Trust Administration Agreement in connection with Supplemental Lease Agreement No. 3, the Lessee and the Trustee have determined to enter into this Third Supplemental Trust Administration Agreement, and the Authority has agreed to consent to the terms hereof in accordance with Section 7.2 of the Trust Administration Agreement; and

WHEREAS, contemporaneously herewith the Trustee is executing a release of the a portion of the Mortgaged Property in the form attached as Exhibit Y to Supplemental Lease Agreement No. 3 (the "*Release*"),

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Lessee and the Trustee hereby agree to amend and supplement the Trust Administration Agreement effective as of the Effective Date as follows:

ARTICLE I

AMENDMENT OF ARTICLE I

SECTION 1.1. **Amendment of the term Supplemental Lease Agreement No. 1.**

The term, "Supplemental Lease Agreement No. 1" appearing in Article I of the First Supplemental Trust Administration Agreement, as previously amended, shall be further amended effective as of January 1, 2004 to read as follows:

> " 'Supplemental Lease Agreement No. 1' shall mean that certain Supplemental Lease Agreement No. 1 to the Lease entered into by the Lessee and the Authority dated as of August 10, 2001, as amended and supplemented by Supplemental Lease Agreement No. 2 and Supplemental Lease Agreement No. 3."

SECTION 1.2. **Definition of Supplemental Lease Agreement No. 2.**

The term, "Supplemental Lease Agreement No. 2" appearing in Article I of the First Supplemental Trust Administration Agreement, as previously amended, shall be further amended effective as of January 1, 2004 to read as follows:

> " 'Supplemental Lease Agreement No. 2' shall mean that certain Supplemental Lease Agreement No. 2 to the Lease entered into by the Lessee and the Authority dated as of December 20, 2002, as amended and supplemented by Supplemental Lease Agreement No. 3."

SECTION 1.3. **Definition of Supplemental Lease Agreement No. 3.**

The term, "Supplemental Lease Agreement No. 3" shall be inserted immediately after the definition of "Supplemental Lease Agreement No. 2", appearing in Article I of the First Supplemental Trust Administration Agreement, as amended, to read as follows:

" 'Supplemental Lease Agreement No. 3' shall mean that certain Supplemental Lease Agreement No. 3 to the Lease entered into by the Lessee and the Authority dated as of January 1, 2004."

ARTICLE II

RECEIPT AND CONSENT BY TRUSTEE

SECTION 2.1. **Receipt of Supplemental Lease Agreement No. 3.**

The Trustee hereby confirms that it has received an executed copy of Supplemental Lease Agreement No. 3 and, pursuant to the letter dated as of January 1, 2004 from the Bond Insurer, consents thereto.

ARTICLE III

AMENDMENTS AND MISCELLANEOUS

SECTION 3.1. **References to the Trust Administration Agreement.**

(a) This Third Supplemental Trust Administration Agreement shall only be deemed to amend the Trust Administration Agreement, the First Supplemental Trust Administration Agreement and the Second Supplemental Trust Administration Agreement (x) insofar as is required to effectuate the transactions contemplated by Supplemental Lease Agreement No. 3, and (y) as expressly set forth herein. References in the following Sections of the Trust Administration Agreement to the Trust Administration Agreement are hereby amended so as to be references to the Trust Administration Agreement as amended, supplemented or otherwise modified by this Third Supplemental Trust Administration Agreement; (i) Section 1.2, (ii) Section 7.3, (iii) Section 7.5, (vi) Section 7.10 and (v) Section 7.12. All references to the Financing Documents contained in Section 17 of Appendix A to the Trust Administration Agreement are hereby amended to include a reference to the Trust Administration Agreement as amended, supplemented or otherwise modified by this Third Supplemental Trust Administration Agreement.

(b) As amended through the operation of Section 3.1(a) hereof, Sections 1.2, 7.10, and 7.12 of the Trust Administration Agreement, and Section 17 of Appendix A to the Trust Administration Agreement, are hereby incorporated by reference as if set forth herein at length.

(c) Except as expressly provided herein, and notwithstanding any provision in any Financing Document (including, without limitation, the Trust Administration

Agreement) or in any other document relating to the Project to the contrary, any reference to the Trust Administration Agreement contained in any Financing Document, or in any other document relating to the Project, whether or not such reference is (i) direct or indirect, or (ii) to the Trust Administration Agreement as amended, supplemented or otherwise modified (from time to time or otherwise), shall not include the provisions of the Third Supplemental Trust Administration Agreement

SECTION 3.2. Amendment and Supplement.

This Third Supplemental Trust Administration Agreement may be amended, modified or supplemented only by a written instrument signed by the Lessee and the Trustee, which has been consented to in writing (i) by the Authority and (ii) by the Bond Insurer (so long as the Bond Insurance Policy is in force and effect and the Bond Insurer is not in default under the Bond Insurance Policy).

SECTION 3.3. Parties Interested Herein.

This Agreement is made solely for the benefit of the Lessee, the Trustee and the Port Authority and no other person or entity (including the Bond Insurer, except to the extent set forth below) shall have any right, benefit or interest under or because of the existence of this Agreement. The Bond Insurer (so long as the Bond Insurance Policy is in force and effect and the Bond Insurer is not in default under the Bond Insurance Policy) shall be a third-party beneficiary of this Agreement solely with respect to the rights provided for them in Section 3.2 and this Section 3.3 of the Third Supplemental Trust Administration.

SECTION 3.4. Counterparts.

This Third Supplemental Trust Administration Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument and any of the parties hereto may execute this Third Supplemental Trust Administration Agreement by signing any such counterpart.

SECTION 3.5. Severability.

In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Third Supplemental Trust Administration Agreement.

SECTION 3.6. Titles.

Titles to the articles and sections of this Third Supplemental Trust Administration Agreement are solely for the convenience of the parties and not an aid in the interpretation of this Third Supplemental Trust Administration Agreement or any part hereof.

SECTION 3.7. Law Governing the Third Supplemental Trust Administration Agreement.

The effect and meaning of this Third Supplemental Trust Administration Agreement and the rights of the parties hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without regard to the conflict of laws principles thereof.

SECTION 3.8. Concerning the Trustee: Trustee's Disclaimer.

All of the rights, privileges and immunities afforded the Trustee under the Trust Administration Agreement, the Trust Indenture, the Lease, the Special Project Bond Resolution, the Series Resolution and the Leasehold Mortgage are hereby incorporated herein as if set forth herein in full. The recitals contained herein shall be taken as the statements of the Lessee, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representation as to the validity or sufficiency of this Third Supplemental Trust Administration Agreement.

SECTION 3.9 Recording of Release.

(a) The Trustee certifies that its Employer Identification Number is 13-5160382.

(b) The Trustee shall cooperate with the Lessee and the Authority to effect the recording of the Release in the office of the Registrar of the City of New York, County of Queens, including without limitation, executing, acknowledging and/or delivering to the Authority from time to time within five (5) business days after request is made by the Lessee or the Authority in writing, any further instrument or instruments, and/or providing any information or documentation, that the Lessee or the Port Authority may request that is necessary or advisable in connection with the recordation of the Release in the office of the Registrar of the City of New York, County of Queens.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto caused this Third Supplemental Trust Administration Agreement to be executed by a duly authorized signatory, all as of the day and year first above written.

JFK INTERNATIONAL AIR TERMINAL LLC

By:_____

Name: Steven B. Callahan
Title: Duly Authorized Delegate of Jacques R. J. Greitemann, Executive Committee Member

By:_____

Name: David A. Sigman
Title: Executive Committee Member

By:_____

Name: Christopher McKenna
Title: Executive Committee Member

THE BANK OF NEW YORK, as Trustee

By:_____

Name:_____

Title:_____

IN WITNESS WHEREOF, the parties hereto caused this Third Supplemental Trust Administration Agreement to be executed by a duly authorized signatory, all as of the day and year first above written.

JFK INTERNATIONAL AIR TERMINAL LLC

By:_____

Name: Jacques R.J. Greitemann

Title: Executive Committee Member

By:_____

Name: David A. Sigman

Title: Executive Committee Member

By:_____

Name: Christopher McKenna

Title: Executive Committee Member

THE BANK OF NEW YORK, as Trustee

By:_____

Name:_____

Title:_____

IN WITNESS WHEREOF, the parties hereto caused this Third Supplemental Trust Administration Agreement to be executed by a duly authorized signatory, all as of the day and year first above written.

JFK INTERNATIONAL AIR TERMINAL LLC

By:_____

Name: Jacques R.J. Greitemann

Title: Executive Committee Member

By:_____

Name: David A. Sigman

Title: Executive Committee Member

By:_____

Name: Christopher McKenna

Title: Executive Committee Member

THE BANK OF NEW YORK, as Trustee

By:_____

Name:_____

Title:_____

IN WITNESS WHEREOF, the parties hereto caused this Third Supplemental Trust Administration Agreement to be executed by a duly authorized signatory, all as of the day and year first above written.

JFK INTERNATIONAL AIR TERMINAL LLC

By:_____

Name: Jacques R.J. Greitemann

Title: Executive Committee Member

By:_____

Name: David A. Sigman

Title: Executive Committee Member

By:_____

Name: Christopher McKenna

Title: Executive Committee Member

THE BANK OF NEW YORK, as Trustee

By:_____

Name: MIRIAM MORACA

Title: ASSISTANT VICE PRESIDENT

By its execution of this Third Supplemental Trust Administration Agreement, The Port Authority of New York and New Jersey hereby consents to the terms of this Third Supplemental Trust Administration Agreement, in accordance with the requirements of Section 7.2 of the Trust Administration Agreement.

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY, as consenter

By: _____

Name: DAVID KAGAN

Title: Assistant Director

APPROVED	
FORM	TERMS

FOR JFK INTERNATIONAL AIR TERMINAL LLC

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

On the 5th day of December in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared, Steven B. Callahan , 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) as Duly Authorized Delegate of Jacques R. J. Greitemann, Executive Committee Member of JFK International Air Terminal LLC, 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.

Ronald T. LoRusso
(notarial seal and stamp)

RONALD T. LORUSSO
Notary Public, State of New York
No. 02LO6142304
Qualified in New York County
Commission Expires March 13, 2010

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

On the day of December in the year 2006, 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.

_____
(notarial seal and stamp)

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

On the day of December in the year 2006, 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.

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

On the 5th day of December in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared, DAVID A. SIGMAN, 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.

Rosa Barone
(notarial seal and stamp)

ROSA BARONE
NOTARY PUBLIC, State of New York
Reg. No. 01BA6117501
Qualified New York County
My Commission Expires October 25, 2008

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

On the 5th day of December in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared, Christopher McKenna, 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.

Maribel Ruiz
(notarial seal and stamp)

MARIBEL RUIZ
Notary Public, State of New York
No. 01RU6081733
Qualified in County of New York
Commission Expires October 8, 2010

FOR THE TRUSTEE

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

On the first day of December in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared, Miriam Moraca personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

(notarial seal and stamp)

DAVID J. FERNANDEZ
Notary Public, State of New York
No. 5008526
Qualified In Nassau County
Commission Expires Feb 22, 2007

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.

2006121300638001002EA816

RECORDING AND ENDORSEMENT COVER PAGE PAGE 1 OF 9

Document ID: 2006121300638001 Document Date: 12-06-2006 Preparation Date: 12-13-2006
Document Type: PARTIAL RELEASE OF MORTGAGE
Document Page Count: 8

PRESENTER:
COMMONWEALTH/LAWYERS TITLE
2 GRAND CENTRAL TOWER
140 EAST 45TH STREET, 22ND FLOOR
NEW YORK, NY 10017
212-949-0100
SS060907Q- TO BE PICKED UP BY ROOPRAM L.

RETURN TO:
PORT AUTHORITY OF NEW YORK AND NEW JERSEY
225 PARK AVENUE SOUTH, 14TH FLOOR
NEW YORK, NY 10003
ATTN: SHIRLEY A. RIPULLONE, ESQ.

PROPERTY DATA

Borough	Block	Lot		Unit	Address
QUEENS	14260	1	Entire Lot		154-68 BROOKVILLE BOULEVARD

Property Type: OTHER

CROSS REFERENCE DATA

QUEENS **Year:** 1997 **Reel:** 4588 **Page:** 1142

PARTIES

PARTY ONE:
THE BANK OF NEW YORK
101 BARCLAY STREET
NEW YORK, NY 10001

PARTY TWO:
JFK INTERNATIONAL AIR TERMINAL LLC

FEES AND TAXES

Mortgage		
Mortgage Amount:	$	0.00
Taxable Mortgage Amount:	$	0.00
Exemption:		
TAXES: County (Basic):	$	0.00
City (Additional):	$	0.00
Spec (Additional):	$	0.00
TASF:	$	0.00
MTA:	$	0.00
NYCTA:	$	0.00
Additional MRT:	$	0.00
TOTAL:	$	0.00
Recording Fee:	$	77.00
Affidavit Fee:	$	0.00

Filing Fee: $ 0.00
NYC Real Property Transfer Tax: $ 0.00
NYS Real Estate Transfer Tax: $ 0.00

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK
Recorded/Filed 12-18-2006 12:44
City Register File No.(CRFN): **2006000691690**

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.

2006121300638001002EA816

RECORDING AND ENDORSEMENT COVER PAGE PAGE 1 OF 9

Document ID: 2006121300638001 Document Date: 12-06-2006 Preparation Date: 12-13-2006

Document Type: PARTIAL RELEASE OF MORTGAGE

Document Page Count: 8

PRESENTER:
COMMONWEALTH/LAWYERS TITLE
2 GRAND CENTRAL TOWER
140 EAST 45TH STREET, 22ND FLOOR
NEW YORK, NY 10017
212-949-0100
SS060907Q- TO BE PICKED UP BY ROOPRAM L.

RETURN TO:
PORT AUTHORITY OF NEW YORK AND NEW JERSEY
225 PARK AVENUE SOUTH, 14TH FLOOR
NEW YORK, NY 10003
ATTN: SHIRLEY A. RIPULLONE, ESQ.

PROPERTY DATA

Borough	Block	Lot		Unit	Address
QUEENS	14260	1	Entire Lot		154-68 BROOKVILLE BOULEVARD

Property Type: OTHER

CROSS REFERENCE DATA

QUEENS **Year:** 1997 **Reel:** 4588 **Page:** 1142

PARTIES

PARTY ONE:
THE BANK OF NEW YORK
101 BARCLAY STREET
NEW YORK, NY 10001

PARTY TWO:
JFK INTERNATIONAL AIR TERMINAL LLC

FEES AND TAXES

Mortgage		
Mortgage Amount:	$	0.00
Taxable Mortgage Amount:	$	0.00
Exemption:		
TAXES: County (Basic):	$	0.00
City (Additional):	$	0.00
Spec (Additional):	$	0.00
TASF:	$	0.00
MTA:	$	0.00
NYCTA:	$	0.00
Additional MRT:	$	0.00
TOTAL:	$	0.00
Recording Fee:	$	77.00
Affidavit Fee:	$	0.00

Filing Fee: $ 0.00

NYC Real Property Transfer Tax: $ 0.00

NYS Real Estate Transfer Tax: $ 0.00

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

2006121300638001002S6697

SUPPORTING DOCUMENT COVER PAGE **PAGE 1 OF 1**

Document ID: 2006121300638001 Document Date: 12-06-2006 Preparation Date: 12-13-2006

Document Type: PARTIAL RELEASE OF MORTGAGE

SUPPORTING DOCUMENTS SUBMITTED:

	Page Count
RELEASE DOCUMENT ANSWERS TO QUESTIONS	1

This PARTIAL RELEASE OF MORTGAGED PREMISES (this "*Partial Release*") executed by THE BANK OF NEW YORK, a New York banking corporation (hereinafter the "*Mortgagee*"), as trustee, as of this 6th day of December 2006. 101 BARCLAY ST. NY NY

WITNESSETH:

154-64 BROOKVILLE BLVD. QUEEN NY

WHEREAS, JFK International Air Terminal LLC, a New York limited liability company (hereinafter the "*Mortgagor*") has agreed to develop and operate an air passenger terminal facility at John F. Kennedy International Airport, Jamaica, New York, pursuant to a lease made effective as of May 13, 1997, bearing Port Authority File No. AYC-685 (hereinafter, as the same has been and may hereafter be amended and supplemented, called the "*Lease*"), by and between The Port Authority of New York and New Jersey, as lessor, and the Mortgagor, as lessee, a memorandum of which was recorded contemporaneously therewith in the office of the Registrar of the City of New York, County of Queens, in reel 4588 page 1125; and

WHEREAS, the Mortgagor and the Mortgagee, as trustee in favor of bondholders (hereinafter called the "*Mortgagee*"), are parties to a leasehold mortgage dated as of May 13, 1997 (hereinafter, as the same has been and may hereafter be amended and supplemented, called the "*Leasehold Mortgage*") wherein and whereby the Mortgagor agreed to grant a mortgage of all of its leasehold interest under the Lease to the Mortgagee (the "*Mortgaged Property*"), for the benefit of bondholders, which Leasehold Mortgage was recorded on May 13, 1997 in the office of the Register of the City of New York, County of Queens, in reel 4588 page 1142; and

WHEREAS, the Mortgagee has, at the request of the Mortgagor, executed and delivered that certain Partial Release of Leasehold Mortgage as of August 13, 2001 covering the release of a portion of the Mortgaged Property under the Leasehold Mortgage which was recorded on September 18, 2001 in the office of the Registrar of the City of New York, County of Queens, in reel 6014 page 653, and has executed that certain Amended and Restated Partial Release of Mortgaged Premises dated as of August 31, 2001 covering the clarification of the location of the released mortgaged property which was recorded on October 29, 2001 in the office of the Registrar of the City of New York, County of Queens, in reel 6060 page 1138; and

WHEREAS, the Mortgagee, at the request of the Mortgagor, has agreed to give and surrender a portion of the Mortgaged Property unto the Mortgagor, and to hold and retain the residue of the Mortgaged Property as security for the obligations described in the Leasehold Mortgagee; and

NOW THIS PARTIAL RELEASE OF MORTGAGED PREMISES WITNESSETH, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Mortgagee, the Mortgagee does grant release and quitclaim unto the Mortgagor, that part of Mortgaged Property shown in horizontal dashes with cross hatching on page 3 of Exhibit 2.1B attached hereto and made a part hereof (the "*Released Property*") effective as of 12:01 a.m. on February 1, 2007,

TOGETHER with all right, title and interest, if any, of the Mortgagee in and to any fixtures and articles of personal property which are now contained in the Released Property and which may be covered by said Leasehold Mortgage.

TOGETHER with the hereditaments and appurtenances thereunto belonging, and all right, title and interest of the Mortgagee, in and to the same, to the intent that the Released Property hereby released may be discharged from the Leasehold Mortgage, and that the rest of the Mortgaged Property may remain mortgaged to the Mortgagee as heretofore.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]

TO HAVEAND TO HOLD the Released Property hereby released and quitclaimed to the Mortgagor, and to the heirs, successors and assigns of the Mortgagor forever, free, clear and discharged of and from all lien and claim under and by virtue of the Leasehold Mortgage from and after the Surrender Date.

IIN WITNESS WHEREOF, the Mortgagee has executed this Partial Release the day and year first above written.

ATTEST:

(Secretary)

WILLAM G. KEENAN
VICE PRESIDENT

THE BANK OF NEW YORK, as Trustee

By _____

Name: _____
MIRIAM MORACA

Title: _____
ASSISTANT VICE PRESIDENT

EXMEPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

STATE OF NEW YORK)

) ss

COUNTY OF NEW YORK)

On the 1 day of Dec in the year 2006 before me, the undersigned, a Notary Public in and for said state, personally appeared, Miriam Moraca personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

By: _____

(notarial seal and stamp)

CHRISTINE S. CONWAY
Notary Public, State of New York
No. 01CO-4774419
Qualified in Queens County
Commision Expires 3/30/10

JFK International Air Terminal LLC

December 6, 2006

To: The Bank of New York, as Trustee

Third Supplemental Trust Administration Agreement
Partial Release of Mortgaged Premises

Reference is made to that certain *(i)* Trust Administration Agreement, dated as of May 13, 1997, between JFK International Air Terminal LLC, a New York limited liability company (the "Company"), and The Bank of New York, as trustee (the "Trustee") (as the same may be amended from time to time, the "Trust Administration Agreement"), *(ii)* Leasehold Mortgage, dated as of May 13, 1997, between the Company and the Trustee, as mortgagee (as the same may be amended from time to time, the "First Leasehold Mortgage") and *(iii)* Port Authority Financing Consent and Agreement, dated as of May 13, 1997, among The Port Authority of New York and New Jersey (the "Port Authority"), MBIA Insurance Corporation ("MBIA"), the Company and the Trustee (as the same may be amended from time to time, the "Port Authority Financing Consent and Agreement"). Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Trust Administration Agreement.

Further reference is made to that certain *(i)* Third Supplemental Trust Administration Agreement, dated as of January 1, 2004, between the Company and the Trustee (the "Third Supplemental Trust Administration Agreement") and *(ii)* Partial Release of Mortgaged Premises, dated as of December 6, 2006, executed by the Trustee, as mortgagee, effective as of the surrender date (the "Partial Release" and, together with the Supplemental Trust Administration Agreement, the "Closing Documents").

The Company hereby requests that the Trustee execute and deliver both of the Closing Documents.

Pursuant to Section 16 of the Port Authority Financing Consent and Agreement, MBIA, as deemed owner of a principal amount of the Series 6 Bonds equal to the amount of the Insured Bonds, has consented to the execution and delivery by the Trustee of both of the Closing Documents.

JFK International Air Terminal LLC

By: _____
Name: David A. Sigman
Title: Executive Committee Member

NOTICE OF JUNE 2004 INVESTMENT

Date of Notice: As of June 1, 2004

Investment Date: As of June 1, 2004

The Amount of the June 2004 Investment: $5,210,039.58

To: The Port Authority of New York and New Jersey
225 Park Avenue South, 12th Floor
New York, New York 10003

Attention: Treasurer

JFK International Air Terminal LLC (the "*Lessee*") and the Port Authority of New York and New Jersey (the "*Port Authority*") have heretofore entered into that certain agreement of lease, made effective as of May 13, 1997 and bearing Port Authority Lease No. AYC-685, covering the development, construction and operation of Terminal 4 at John F. Kennedy International Airport (hereinafter "*Lease AYC-685*") and that certain Supplemental Lease Agreement No. 1 to Lease AYC-685, dated as of August 10, 2001 (hereinafter "*Supplemental Lease Agreement No. 1*"), which Supplemental Lease Agreement No. 1 was amended, supplemented and restated in part by the Lessee and the Port Authority in Supplemental Lease Agreement No. 2, dated as of December 20, 2002 (hereinafter "*Supplemental Lease Agreement No. 2*"). Further, the Port Authority and the Lessee have heretofore entered into Supplemental Lease Agreement No. 3 to Lease AYC-685, dated as of January 1, 2004 (hereinafter "*Supplemental Lease Agreement No. 3*"), relating in part to the June 2004 Payment Obligation and the June 2004 Investment (such terms having the meanings ascribed thereto in or pursuant to Supplemental Lease Agreement No. 3). Pursuant to Supplemental Lease Agreement No. 3, the Lessee requests that the Port Authority pay the June 2004 Investment, which obligation is to be incurred by the Lessee in the amount of the June 2004 Investment set forth above and as of June 1, 2004.

Payment of the June 2004 Investment set forth above shall be made by the Port Authority to the Port Authority as of June 1, 2004 in accordance with the terms of Supplemental Lease Agreement No. 3 and paid directly by the Port Authority and applied to the payment of the June 2004 Payment Obligation payable by the Lessee on June 1, 2004.

(I) The Lessee hereby represents and warrants that:

(a) except for any Lock Box Event described in Section II of this Notice of June 2004 Investment, none of the Aggregate Payment Obligation Events of Default as defined in Supplemental Lease Agreement No. 1 and Supplemental Lease Agreement No. 2 have occurred and are continuing;

(b) except for any Lock Box Event described in Section II of this Notice of June 2004 Investment, the Lessee has met and will continue to take all action necessary to meet all its obligations under the Financing Documents;

(c) Lease AYC-685, as amended and supplemented, and the Second Leasehold Mortgage as amended and supplemented are in full force and effect;

(d) the June 2004 Investment shall be used to pay for the June 2004 Payment Obligation due to the Port Authority on June 1, 2004; and

(e) the undersigned is authorized by the Lessee to provide this Notice of June 2004 Investment to the Port Authority.

(II) The Lessee hereby certifies that the following Lock Box Event(s) has/have occurred and are continuing on June 1, 2004 [indicate Lock Box Event(s) or insert the word "NONE"]:

None.

The delivery of this Notice of June 2004 Investment shall be deemed to be a continuing representation and warranty by the Lessee as to the matters set forth in Sections I and II, inclusive, of the immediately preceding paragraph.

JFK INTERNATIONAL AIR TERMINAL LLC

By: _____

Name: Jacques R.J. Greitemann

Title: Executive Committee Member

By: _____

Name: David A. Sigman

Title: Executive Committee Member

By: _____

Name: Christopher McKenna

Title: Executive Committee Member

Seen for legalization the signature of:
J. R. J. GREITEMANN
living at Hillegom
by me, Doctor Cornelis Wisse,
notary, officiating at Haarlemmermeer

Haarlemmermeer, 29-11-2006

The delivery of this Notice of June 2004 Investment shall be deemed to be a continuing representation and warranty by the Lessee as to the matters set forth in Sections I and II, inclusive, of the immediately preceding paragraph.

JFK INTERNATIONAL AIR TERMINAL LLC

By:_____

Name: Jacques R.J. Greitemann

Title: Executive Committee Member

By:_____

Name: David A. Sigman

Title: Executive Committee Member

By:_____

Name: Christopher McKenna

Title: Executive Committee Member

The delivery of this Notice of June 2004 Investment shall be deemed to be a continuing representation and warranty by the Lessee as to the matters set forth in Sections I and II, inclusive, of the immediately preceding paragraph.

JFK INTERNATIONAL AIR TERMINAL LLC

By:_____

Name: Jacques R.J. Greitemann

Title: Executive Committee Member

By:_____

Name: David A. Sigman

Title: Executive Committee Member

By:_____

Name: Christopher McKenna

Title: Executive Committee Member

MBIA Insurance Corporation

December 6, 2006

To: The Bank of New York, as Trustee
JFK International Air Terminal LLC
The Port Authority of New York and New Jersey

Supplemental Lease Agreement No.3
Third Supplemental Trust Administration Agreement
Second Supplemental Agreement to Second Leasehold Mortgage
Partial Release of Mortgaged Premises

Reference is made to that certain *(i)* Trust Administration Agreement, dated as of May 13, 1997, between JFK International Air Terminal LLC, a New York limited liability company (the "Lessee"), and The Bank of New York, as trustee (the "Trustee") (as the same may be amended from time to time, the "Trust Administration Agreement"), *(ii)* Leasehold Mortgage, dated as of May 13, 1997, between the Lessee and the Trustee, as mortgagee (as the same may be amended from time to time, the "First Leasehold Mortgage") and *(iii)* Port Authority Financing Consent and Agreement, dated as of May 13, 1997, among The Port Authority of New York and New Jersey (the "Port Authority"), MBIA Insurance Corporation ("MBIA"), the Lessee and the Trustee (as the same may be amended from time to time, the "Port Authority Financing Consent and Agreement"). Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Trust Administration Agreement.

Further reference is made to that certain *(i)* Supplemental Lease Agreement No.3, dated as of January 1, 2004, between the Lessee and the Trustee (the "Supplemental Lease Agreement No. 3"), *(ii)* Third Supplemental Trust Administration Agreement, dated as of January 1, 2004, between the Lessee and the Trustee (the "Third Supplemental Trust Administration Agreement"), *(iii)* Second Supplemental Agreement to Second Leasehold Mortgage, dated as of January 1, 2004, executed by the Lessee, as mortgagor, and the Port Authority, as mortgagee (the "Second Supplemental Agreement to Second Leasehold Mortgage") and *(iv)* Partial Release of Mortgaged Premises, dated as of December 6, 2006, executed by the Trustee, as mortgagee, and effective as of the surrender date (the "Partial Release" and, together with the Third Supplemental Trust

Administration Agreement, the Second Supplemental Agreement to Second Leasehold Mortgage and the Supplemental Lease Agreement No. 3, the "Closing Documents").

MBIA represents and confirms that the total aggregate principal amount of the Series 6 Bonds Outstanding are Insured Bonds (as defined in the Port Authority Financing Consent and Agreement) and that MBIA is not in default under the Bond Insurance Policy (as defined in the Port Authority Financing Consent and Agreement).

Pursuant to Section 16 of the Port Authority Financing Consent and Agreement, MBIA, as deemed owner of a principal amount of the Series 6 Bonds equal to the amount of the Insured Bonds, hereby consents to the execution and delivery of the Closing Documents by the relevant parties thereto.

MBIA INSURANCE CORPORATION

By: Neil G. Budnick
Name: Neil G. Budnick
Title: President

DEBEVOISE & PLIMPTON LLP

919 Third Avenue
New York, NY 10022
Tel 212 909 6000
Fax 212 909 6836
www.debevoise.com

December 6, 2006

Board of Commissioners
The Port Authority of New York
and New Jersey

The Bank of New York, as Trustee

MBIA Insurance Corporation

Ladies and Gentlemen:

We have acted as special counsel to JFK International Air Terminal LLC, a New York limited liability company (the "*Company*"), in connection with (*a*) the Supplemental Lease Agreement No. 1 (the "*Supplemental Lease Agreement No. 1*"), dated as of August 10, 2001, between the Company and The Port Authority of New York and New Jersey (the "*Port Authority*"), (*b*) the Supplemental Lease Agreement No. 2 (the "*Supplemental Lease Agreement No. 2*"), dated as of December 20, 2002, between the Company and the Port Authority, (*c*) the Supplemental Lease Agreement No. 3 (the "*Supplemental Lease Agreement No. 3*"), dated as of January 1, 2004, between the Company and the Port Authority, (*d*) the First Supplemental Trust Administration Agreement (the "*First Supplemental Trust Administration Agreement*"), dated as of August 10, 2001, between the Company and The Bank of New York, as trustee (the "*Trustee*"), (*e*) the Second Supplemental Trust Administration Agreement (the "*Second Supplemental Trust Administration Agreement*"), dated as of December 20, 2002, between the Company and the Trustee, (*f*) the Third Supplemental Trust Administration Agreement (the "*Third Supplemental Trust Administration Agreement*"), dated as of January 1, 2004, between the Company and the Trustee, (*g*) the Second Leasehold Mortgage (the "*Second Leasehold Mortgage*"), dated as of August 10, 2001, between the Company and the Port Authority, (*h*) the First Supplemental Agreement to the Second Leasehold Mortgage (the "*First Supplemental Agreement to Second Leasehold Mortgage*"), dated as of December 20, 2002, and (*i*) the Second Supplemental Agreement to Second Leasehold Mortgage (the "*Second Supplemental Agreement to the Second*

Leasehold Mortgage"), dated as of May 31, 2004, between the Company and the Port Authority.

This opinion is being delivered to you pursuant to paragraph 8(b) of the Supplemental Lease Agreement No. 3. Capitalized terms not otherwise defined shall have the respective meanings given to such terms in the Supplemental Lease Agreement No. 1, Supplemental Lease Agreement No. 2 and Supplemental Lease Agreement No. 3.

In arriving at the opinions expressed below,

(a) we have reviewed (*i*) the (*A*) Supplemental Lease Agreement No. 3, (*B*) Third Supplemental Trust Administration Agreement, and (*C*) Second Supplemental Agreement to Second Leasehold Mortgage (collectively the "*2004 Transactional Documents*") and (*ii*) the MBIA Consent letter, dated December 6, 2006, from MBIA Insurance Corporation to the Trustee and the Port Authority (the "*MBIA Consent Letter*"), the Lease, the Leasehold Mortgage, the Trust Administration Agreement, the Supplemental Lease Agreement No. 1, the Second Leasehold Mortgage, the First Supplemental Trust Administration Agreement, the Supplemental Lease Agreement No. 2, the First Supplemental Agreement to Second Leasehold Mortgage, the Second Supplemental Trust Administration Agreement and the Port Authority Financing Consent and Agreement;

(b) we have examined and relied on such documents and records of the Company and such other instruments and certificates of (*i*) public officials, and (*ii*) officers and representatives of the Company, including the Officer Certificate of the Company (delivered pursuant to paragraph 8(a) of Supplemental Lease Agreement No. 3), as we have deemed necessary or appropriate for the purposes of this opinion;

(c) we have examined and relied upon the representations and warranties as to factual matters contained in or made pursuant to the 2004 Transactional Documents; and

(d) we have made such investigations of law, as we have deemed appropriate as a basis for this opinion.

In rendering the opinions expressed below, we have assumed, with your permission, without independent investigation or inquiry, (*a*) the authenticity of all documents submitted to us as originals, (*b*) the genuineness of all signatures (other than that of the Company) on all documents that we examined, (*c*) the conformity to authentic originals of documents submitted to us as certified, conformed or photostatic copies, and (*d*) the due authorization, execution and delivery of the 2004 Transactional Documents by each party to each such agreement (other than the Company).

Based upon and subject to the foregoing and the qualifications hereinafter set forth, we are of the opinion that:

(1) Existence. The Company is validly existing as a limited liability company under the laws of the State of New York.

(2) Power and Authority of Company, etc. The Company has all requisite power under New York law to execute, deliver and perform the 2004 Transactional Documents. The Company has taken all action required under New York law and its Amended and Restated Operating Agreement, dated December 16, 1996, among LCOR JFK Airport, L.L.C., Schiphol USA Inc., and Lehman JFK LLC (as the same may have been amended from time to time), for the authorization, execution, delivery and performance of the 2004 Transactional Documents.

(3) Enforceability, etc. Each of the 2004 Transactional Documents has been duly executed and delivered on behalf of the Company and, subject to the satisfaction of the condition precedent set forth in paragraph 8(d) of Supplemental Lease Agreement No. 3, constitutes a valid and binding obligation of the Company enforceable against the Company in accordance with its terms.

(4) No Violation, etc. The execution, delivery and performance by the Company of the 2004 Transactional Documents do not (*i*) violate any Federal or New York State law or regulation applicable to the Company, or (*ii*) constitute a breach of, or result in a default under, the provisions of any material agreement or other material instrument known to us to which the Company is a party or to which any of its properties is subject.

(5) The Trustee. Pursuant to the Financing Documents (as defined in the Trust Administration Agreement, as amended), and the MBIA Consent Letter, the Trustee is authorized to execute the Third Supplemental Trust Administration Agreement.

* * *

Our opinions set forth above are subject to (*i*) bankruptcy, insolvency, fraudulent conveyance, fraudulent transfer, reorganization, moratorium and other similar laws relating to or affecting creditors' rights or remedies generally, (*ii*) general equitable principles (whether considered in a proceeding in equity or at law) and (*iii*) an implied covenant of good faith, reasonableness and fair dealing. In addition, applicable state laws and interpretations may affect the validity or enforceability of certain remedies provided for in the 2004 Transactional Documents, but such limitations do not, in our opinion, make the remedies provided for therein inadequate for the practical realization of the rights and benefits intended to be provided thereby (subject to the other qualifications expressed herein).

We express no opinion as to the laws of any jurisdiction other than the laws of the State of New York and those Federal laws of the United States of America which, in our experience, are generally applicable to transactions of this type. We have assumed, with your permission, that the execution and delivery of the 2004 Transactional Documents by each party to each such agreement (other than the Company) and the performance of such party's obligations thereunder will not violate any fundamental public policy under applicable law (other than the laws of the State of New York and Federal laws of the United States of America).

* * *

The opinions expressed herein are solely for your benefit and, without our prior consent, neither our opinion nor this opinion letter may be furnished or disclosed to or relied upon by any other person.

Very truly yours,

Debevoise & Plimpton LLP

Closing Document 6.1

OFFICER'S CERTIFICATE

JFK INTERNATIONAL AIR TERMINAL LLC

I, David A. Sigman do hereby certify that I am an Executive Committee Member and an Authorized Representative of JFK International Air Terminal LLC, a New York limited liability company (the "Company"), and that as such I am authorized to execute this certificate on behalf of the Company.

Pursuant to Section 8(a) of the Supplemental Lease Agreement No. 3, dated as of January 1, 2004, between the Company and The Port Authority of New York and New Jersey (the "Supplemental Lease Agreement No. 3"), I further certify that, as of the date hereof (capitalized terms not otherwise defined shall have the respective meanings given to such terms in the Supplemental Lease Agreement No. 3):

(a) No events that would constitute Aggregate Payment Obligation Events of Default have occurred and are continuing.

(b) The Company has met and will continue to take all action necessary to meet all of its obligations under the Financing Documents.

I further certify that, as of the date hereof, the execution and delivery of, and performance by, each of the parties to (i) the Supplemental Lease Agreement No. 3, (ii) the Second Supplemental Agreement to Second Leasehold Mortgage, dated as of May 31, 2004, (iii) the Third Supplemental Trust Administration Agreement, dated as of January 1, 2004, between the Company and the Bank of New York, as trustee, (the "Trustee") and (iv) a Partial Release of Mortgaged Premises to be executed by the Trustee, as mortgagee, as contemplated by Supplemental Lease Agreement No. 3, and the consummation of the transactions contemplated in each such document will not have a material adverse effect on the holders of the Series 6 Bonds (as such term defined in the Trust Administration Agreement, dated May 13, 1997, between the Company and the Trustee).

IN WITNESS WHEREOF, I have hereunto signed my name as of the 1st day of January 2004.

JFK INTERNATIONAL AIR TERMINAL LLC

By: _____
Name: David A. Sigman
Title: Executive Committee Member

22337111

IN WITNESS WHEREOF, the *(i)* undersigned Members have executed these resolutions by their Authorized Representatives and *(ii)* undersigned Executive Committee Members have executed these resolutions.

SCHIPHOL USA LLC

By:_____
Jacques R.J. Greitemann
Authorized Representative
Executive Committee Member

LCOR J.F.K. Airport, L.L.C.

By:_____
David A. Sigman
Authorized Representative
Executive Committee Member

LEHMAN JFK LLC

By:_____
Christopher McKenna
Authorized Representative
Executive Committee Member

IN WITNESS WHEREOF, the *(i)* undersigned Members have executed these resolutions by their Authorized Representatives and *(ii)* undersigned Executive Committee Members have executed these resolutions.

SCHIPHOL USA LLC

By:_____
Jacques R.J. Greitemann
Authorized Representative
Executive Committee Member

LCOR J.F.K. Airport, L.L.C.

By:_____
David A. Sigman
Authorized Representative
Executive Committee Member

LEHMAN JFK LLC

By:_____
Christopher McKenna
Authorized Representative
Executive Committee Member

IN WITNESS WHEREOF, the *(i)* undersigned Members have executed these resolutions by their Authorized Representatives and *(ii)* undersigned Executive Committee Members have executed these resolutions.

SCHIPHOL USA LLC

By:_____
Jacques R.J. Greitemann
Authorized Representative
Executive Committee Member

LCOR J.F.K. Airport, L.L.C.

By:_____
David A. Sigman
Authorized Representative
Executive Committee Member

LEHMAN JFK LLC

By:_____
Christopher McKenna
Authorized Representative
Executive Committee Member

Seen for legalization the signature of:
D.R.J. Greiferda
living at Hilleqom
by me, Doctor Cornelis Wisse,
notary, officiating at Haarlemmermeer

Haarlemmermeer, the 29th of November 2006

JFK INTERNATIONAL AIR TERMINAL LLC
JOINT RESOLUTIONS OF MEMBERS
AND EXECUTIVE COMMITTEE

The undersigned, being all of the members (the "Members") and a quorum of the members of the Executive Committee (the "Executive Committee") of JFK International Air Terminal LLC (the "Company"), a New York limited liability company, hereby consent pursuant to Sections 9.3 and 5.4.2 of the Operating Agreement of the Company, as amended, to the action of the Members and the Executive Committee in adopting the following resolutions effective as of the 1st day of January, 2004:

RESOLVED that the Company enter into an agreement, entitled Supplemental Lease Agreement No. 3 (the "Supplemental Lease Agreement No. 3"), with The Port Authority of New York and New Jersey (the "Port Authority"), dated as of January 1, 2004, substantially in the form previously circulated to the Members and the Executive Committee, supplementing and amending the Agreement of Lease No. AYC-685, effective as of May 13, 1997, between the Port Authority, as lessor, and the Company, as lessee (the "Original Lease"), as previously supplemented by Supplemental Lease Agreement No. 1, dated as of August 10, 2001, between the Port Authority and the Company (the "Supplemental Lease Agreement No. 1") and Supplemental Lease Agreement No. 2, dated as of December 20, 2002, between the Port Authority and the Company (the "Supplemental Lease Agreement No. 2"; the Original Lease as supplemented and amended by Supplemental Lease Agreement No. 1, Supplemental Lease Agreement No. 2 and Supplemental Lease Agreement No. 3 being herein called the "Lease"), *provided* that the Company shall have obtained any and all necessary consents from representatives of the holders of the Port Authority's Series 6 Special Project Bonds.

FURTHER RESOLVED that, in connection with the foregoing, the Company enter into a Third Supplemental Trust Administration Agreement, a Second Supplemental Agreement to Second Leasehold Mortgage and such other documents and instruments as may be necessary or appropriate in connection with or to implement Supplemental Lease Agreement No. 3 and such other named documents, or in furtherance of the purposes thereof.

FURTHER RESOLVED that the forms of Supplemental Lease Agreement No. 3, the Third Supplemental Trust Administration Agreement and the Second Supplemental Agreement to Second Leasehold Mortgage previously circulated to the Members and the Executive Committee be and hereby are approved, that the Executive Committee be and hereby is authorized to execute and deliver such documents, with such changes, if any, as the Executive Committee may by its execution thereof approve, and that the other documents and instruments referred to above may be executed and delivered by any Executive Committee Member or any General Manager of the Company.

FURTHER RESOLVED that the Executive Committee be and hereby is authorized to take such other action as shall be necessary or appropriate to implement the foregoing resolutions, or the intent thereof.

Closing Document 6.3

JFK INTERNATIONAL AIR TERMINAL LLC

Certificate of Authorized Representative

I, David A. Sigman, do hereby certify that I am an Executive Committee Member and an Authorized Representative of JFK International Air Terminal LLC, a New York limited liability company (the "Company"), and that as such I am authorized to execute this certificate on behalf of the Company.

I further certify that the following persons are either (i) duly elected, qualified and acting officers of the Company and were duly elected, qualified and acting officers of the Company as of January 1, 2004, or (ii) otherwise authorized to execute documents in the name of the Company and were otherwise authorized to execute documents in the name of the Company effective as of January 1, 2004, as specified below, and the signature of each such person appearing opposite his or her name below is his or her genuine signature or a true facsimile thereof.

Name	Title	Signature
Steven B. Callahan	Duly Authorized Delegate of Jacques R. J. Greitemann, Executive Committee Member	

IN WITNESS WHEREOF, I have hereunto signed my name as of the 1st day of January, 2004.

JFK INTERNATIONAL AIR TERMINAL LLC

By: _____
Name: David A. Sigman
Title: Executive Committee Member

22343475

Closing Document 6.3

I, Christopher McKenna , hereby certify that I am the duly appointed and qualified Authorized Representative of the Company, and do hereby further certify that David A. Sigman is a duly appointed, qualified and acting authorized representative of the Company, and that the signature appearing above is his genuine signature.

IN WITNESS WHEREOF, I have hereunto signed my name as of the 1st day of January, 2004.

Name: Christopher McKenna
Title: Executive Committee Member

Closing Document 6.3

JFK INTERNATIONAL AIR TERMINAL LLC

Certificate of Authorized Representative

I, Peter DiLullo do hereby certify that I am an Executive Committee Member and an Authorized Representative of JFK International Air Terminal LLC, a New York limited liability company (the "Company"), and that as such I am authorized to execute this certificate on behalf of the Company.

I further certify that the following persons are either (i) duly elected, qualified and acting officers of the Company and were duly elected, qualified and acting officers of the Company as of January 1, 2004, or (ii) otherwise authorized to execute documents in the name of the Company and were otherwise authorized to execute documents in the name of the Company effective as of January 1, 2004, as specified below, and the signature of each such person appearing opposite his or her name below is his or her genuine signature or a true facsimile thereof.

Name	Title	Signature
Jacques R.J. Greitemann	Executive Committee Member	
David A. Sigman	Executive Committee Member	
Christopher McKenna	Executive Committee Member	

IN WITNESS WHEREOF, I have hereunto signed my name as of the 1st day of January, 2004.

JFK INTERNATIONAL AIR TERMINAL LLC

By: _____

Name: Peter P. DiLullo

Title: Executive Committee Member

22337118

Closing Document 6.3

JFK INTERNATIONAL AIR TERMINAL LLC

Certificate of Authorized Representative

I, Peter DiNello, do hereby certify that I am an Executive Committee Member and an Authorized Representative of JFK International Air Terminal LLC, a New York limited liability company (the "Company"), and that as such I am authorized to execute this certificate on behalf of the Company.

I further certify that the following persons are either (i) duly elected, qualified and acting officers of the Company and were duly elected, qualified and acting officers of the Company as of January 1, 2004, or (ii) otherwise authorized to execute documents in the name of the Company and were otherwise authorized to execute documents in the name of the Company effective as of January 1, 2004, as specified below, and the signature of each such person appearing opposite his or her name below is his or her genuine signature or a true facsimile thereof.

Name	Title	Signature
Jacques R.J. Greitemann	Executive Committee Member	
David A. Sigman	Executive Committee Member	
Christopher McKenna	Executive Committee Member	

IN WITNESS WHEREOF, I have hereunto signed my name as of the 1st day of January, 2004.

JFK INTERNATIONAL AIR TERMINAL LLC

By: _____
Name: Peter P. DiNello
Title: Executive Committee Member

22337118

Closing Document 6.3

JFK INTERNATIONAL AIR TERMINAL LLC

Certificate of Authorized Representative

I, Peter D. Dilullo, do hereby certify that I am an Executive Committee Member and an Authorized Representative of JFK International Air Terminal LLC, a New York limited liability company (the "Company"), and that as such I am authorized to execute this certificate on behalf of the Company.

I further certify that the following persons are either (i) duly elected, qualified and acting officers of the Company and were duly elected, qualified and acting officers of the Company as of January 1, 2004, or (ii) otherwise authorized to execute documents in the name of the Company and were otherwise authorized to execute documents in the name of the Company effective as of January 1, 2004, as specified below, and the signature of each such person appearing opposite his or her name below is his or her genuine signature or a true facsimile thereof.

Name	Title	Signature
Jacques R.J. Greitemann	Executive Committee Member	
David A. Sigman	Executive Committee Member	
Christopher McKenna	Executive Committee Member	

IN WITNESS WHEREOF, I have hereunto signed my name as of the 1st day of January, 2004.

JFK INTERNATIONAL AIR TERMINAL LLC

By: _____

Name: Peter P. Dilullo

Title: Executive Committee Member

22337118

Closing Document 6.3

I, David A. Sigman, hereby certify that I am the duly appointed and qualified Authorized Representative of the Company, and do hereby further certify that Peter DiLullo is a duly appointed, qualified and acting authorized representative of the Company, and that the signature appearing above is his genuine signature.

IN WITNESS WHEREOF, I have hereunto signed my name as of the 1st day of January 2004.

Name: Executive Committee Member
Title: David A. Sigman

State of New York
Department of State } ss:

I hereby certify, that JFK INTERNATIONAL AIR TERMINAL LLC a NEW YORK Limited Liability Company filed Articles of Organization pursuant to the Limited Liability Company Law on 11/05/1996, and that the Limited Liability Company is existing so far as shown by the records of the Department. I further certify the following:

An Affidavit of Publication of JFK INTERNATIONAL AIR TERMINAL LLC was filed on 02/14/1997.

An Affidavit of Publication of JFK INTERNATIONAL AIR TERMINAL LLC was filed on 02/14/1997.

A Certificate of Amendment was filed on 04/11/1997.

A Certificate of Change was filed on 12/20/1999.

A Biennial Statement was filed 08/08/2001.

A Biennial Statement was filed 11/04/2002.

A Biennial Statement was filed 11/18/2004.

A Biennial Statement was filed 11/06/2006.

I further certify, that no other documents have been filed by such Limited Liability Company.

STATE OF NEW YORK ★ DEPARTMENT OF STATE ★ EXCELSIOR

***

Witness my hand and the official seal of the Department of State at the City of Albany, this 24th day of November two thousand and six.

Daniel Shapiro
Special Deputy Secretary of State

200611270418 * 07

State of New York }
Department of State } *ss:*

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

Witness my hand and seal of the Department of State on **November 24, 2006**

Special Deputy Secretary of State

DOS-1266 (Rev. 11/05)

991220001043

CERTIFICATE OF CHANGE
OF

JFK INTERNATIONAL AIR TERMINAL LLC

Under Section 211-A of the Limited Liability Company Law

1. The name of the limited liability company is JFK INTERNATIONAL AIR TERMINAL LLC.

   If applicable, the original name under which it was formed is

2. The date of filing of the original articles of organization by the Department of State is 11/5/96.

3. The address of C T Corporation System as the registered agent of said limited liability company is hereby changed from C T CORPORATION SYSTEM, 1633 BROADWAY, NEW YORK, NY 10019 to 111 Eighth Avenue, New York, New York 10011.

4. The address to which the Secretary of State shall mail a copy of process in any action or proceeding against the limited liability company which may be served on him is hereby changed from c/o C T CORPORATION SYSTEM, 1633 BROADWAY, NEW YORK, NY 10019 to c/o C T Corporation System, 111 Eighth Avenue, New York, New York 10011.

5. Notice of the above changes was mailed to the limited liability company by C T Corporation System not less than 30 days prior to the date of delivery of this Certificate to the Department of State and such limited liability company has not objected thereto.

6. C T Corporation System is both the agent of such limited liability company to whose address the Secretary of State is required to mail copies of process and the registered agent of such limited liability company.

C T CORPORATION SYSTEM

By: Kenneth J. Uva

Kenneth J. Uva
Vice President

NY Domestic LLC – agent/process address

F 991220001043

E9 - DRAWDOWN

CERTIFICATE OF CHANGE
OF
JFK INTERNATIONAL AIR TERMINAL LLC

Under Section 211-A of the Limited Liability Company Law

STATE OF NEW YORK
DEPARTMENT OF STATE
DEC 20 1999

Filed by: C T CORPORATION SYSTEM
111 Eighth Avenue
New York, New York 10011

FILED
TAX $
BY:

NY Domestic LLC - agent and/or process address

991220001103

2

State of New York } ss:
Department of State }

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

Witness my hand and seal of the Department of State on **November 24, 2006**

Special Deputy Secretary of State

DOS-1266 (Rev. 11/05)

CT-07 F970411000569

CERTIFICATE OF AMENDMENT

OF THE

ARTICLES OF ORGANIZATION

OF

JFK INTERNATIONAL AIR TERMINAL LLC

Under Section 211 of the Limited Liability Company Law
of the State of New York

FIRST: The name of the limited liability company is: JFK International Air Terminal LLC.

SECOND: The limited liability company filed its initial Articles of Organization on November 5, 1996.

THIRD: The Articles of Organization of the limited liability company are hereby amended as follows:

(i) ARTICLE SIXTH of the Articles of Organization of the limited liability company, which provides for the limited liability company to be managed by one or more of its members, is hereby eliminated.

(ii) A new ARTICLE SIXTH of the Articles of Organization of the limited liability company is hereby added and reads as follows: "Management of the limited liability company shall be vested in one or more classes of managers to the extent set forth in its operating agreement."

IN WITNESS WHEREOF, this amendment has been subscribed this 11th day of April, 1997 by the undersigned, who affirms that the statements made herein are true under the penalties of perjury.

Stephen Baum
Attorney in Fact for the Members of
JFK International Air Terminal LLC

80367384.01

CT-07 f 970411000569

CERTIFICATE OF AMENDMENT

OF THE

ARTICLES OF ORGANIZATION

OF

JFK INTERNATIONAL AIR TERMINAL LLC

UNDER SECTION 211 OF THE LIMITED LIABILITY COMPANY LAW
OF THE STATE OF NEW YORK

FILED
APR 11 2:15 PM 97

DEBEVOISE & PLIMPTON
875 THIRD AVENUE
NEW YORK, NY 10022

RECEIVED
APR 11

ICC

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED APR 11 1997
TAX $
BY: ICC

2

970411000580

State of New York } ss:
Department of State }

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

Witness my hand and seal of the Department of State on **November 24, 2006**

Special Deputy Secretary of State

DOS-1266 (Rev. 11/05)

CT-07

Proof of Publication

f 970214000670

STATE OF NEW YORK
SS
COUNTY OF QUEENS

[redacted]

TONY BARSAMIAN, being duly sworn, deposes and says: that he is and at the time of publication of the annexed printed notice

JFK International Air Terminal, LLC

PUBLISHED:

12/19, 26

1/2, 9, 16, 23

was the Principal Clerk of The Western Queens Gazette, a weekly newspaper, published in the County of Queens, State of New York, and that the notice of which the annexed is a true and printed copy, was published in the said newspapers.

TONY BARSAMIAN

(Signed)
Sworn to before me this 27 day of Jan, 1997

DENNIS XIKIS
Notary Public, State of New York
No. 41-[illegible]
Qualified in Queens County
Commission Expires May 31, 1998

CT-07

F970214000670

AFFIDAVIT OF PUBLICATION

FOR

JFK INTERNATIONAL AIR TERMINAL LLC

UNDER SECTION 206 OF THE LIMITED LIABILITY COMPANY LAW

1 CC

Howe & Addington
Att: Betsy B. Silverman
450 Lexington Avenue
New York, NY 10017

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED FEB 14 1997
TAX $
BY: TLC

2 970214000698

State of New York }
Department of State } *ss:*

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

Witness my hand and seal of the Department of State on **November 24, 2006**

Special Deputy Secretary of State

DOS-1266 (Rev. 11/05)

CT-07

AFFIDAVIT OF PUBLICATION

F 9702140006 69

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

Madeline Johansen of Newsday, Inc., ("Newsday") being duly sworn, says that such person is, and at the time of publication of the annexed Notice was, a duly authorized custodian of records of Newsday, the publisher of Newsday, a newspaper published in the Counties of Suffolk, Nassau, Queens, and elsewhere in the State of New York and other places, and that the Notice (a copy of which is annexed hereto), was published in the following editions/counties of Newsday, as indicated by a check in the box:

Nassau [ ]

Suffolk [ ]

Queens [X]

once in each week for 5

consecutive weeks, on the following dates:

December 19, 26, 1996 January 2, 9, 16, 23, 1997

Madeline Johansen

Sworn to before me this
28th day of January, 1997

Catherine Pizzo
Notary Public

c:\affpub

CATHERINE PIZZO
Notary Public, State of New York
No. 5004975
Qualified in Nassau County
Commission Expires November 30, 1998

CT-07

F970214000669

AFFIDAVIT OF PUBLICATION

FOR

JFK INTERNATIONAL AIR TERMINAL LLC

UNDER SECTION 206 OF THE LIMITED LIABILITY COMPANY LAW

Howe & Addington
Att: Betsy B. Silverman
450 Lexington Avenue
New York, NY 10017

1 CC

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED FEB 14 1997
TAX'S
TLG

2

970214000696

State of New York }
Department of State } *ss:*

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

Witness my hand and seal of the Department of State on **November 24, 2006**

Special Deputy Secretary of State

DOS-1266 (Rev. 11/05)

N. YY S? DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS ALBANY, NY 12231-0001

FILING RECEIPT

ENTITY NAME : JFK INTERNATIONAL AIR TERMINAL LLC

DOCUMENT TYPE : RESERVATION (DOM LLC)

SERVICE COMPANY : CT CORPORATION SYSTEM SERVICE CODE: 07

APPLICANT NAME : BETSY B. SILVERMAN

FILED: 10/23/1996 DURATION: 12/23/1996 CASH #: 961023000449 FILM #: 961023000436

ADDRESS FOR PROCESS:

REGISTERED AGENT:

** SUBMIT RECEIPT WHEN FILING CERTIFICATE **

STATE OF NEW YORK
DEPARTMENT OF STATE

FILER

BETSY B. SILVERMAN
450 LEXINGTON AVENUE, SUITE 3800
NEW YORK, NY 10017

FEES	20.00	PAYMENTS	20.00
FILING	20.00	CASH	0.00
TAX	0.00	CHECK	20.00
CERT	0.00	BILLED	0.00
COPIES	0.00		
HANDLING	0.00		
		REFUND	0.00

DOS-1025 (11/89)

CT-07

F 961105004 9

ARTICLES OF ORGANIZATION
OF
JFK INTERNATIONAL AIR TERMINAL LLC

Under Section 203 of the Limited Liability Company Law
of the State of New York

FIRST: The name of the limited liability company is: JFK International Air Terminal LLC.

SECOND: The county within this State in which the principal office of the limited liability company is to be located is: Queens County.

THIRD: The latest date on which the limited liability company is to dissolve is November 5, 2046.

FOURTH: The Secretary of State is designated as the agent of the limited liability company upon whom process against it may be served. The post office address within this State to which the Secretary of State shall mail a copy of any process against JFK International Air Terminal LLC served upon him or her is c/o C.T Corporation System, 1633 Broadway, New York, New York 10019.

FIFTH: C T Corporation System, 1633 Broadway, New York, New York 10019 shall be the registered agent for the limited liability company. Such registered agent shall be the agent of the limited liability company against whom process against the limited liability company may be served.

SIXTH: The limited liability company is to be managed by one or more members.

SEVENTH: These Articles of Organization shall be effective on filing.

IN WITNESS WHEREOF, this certificate has been subscribed this 4th day of November, 1996 by the undersigned, who affirms that the statements made herein are true under the penalties of perjury.

Betty B. Silverman
Name: Betty B. Silverman
Capacity: Organizer

3807-1/

CT-07

961105000

ARTICLES OF ORGANIZATION OF

JFK INTERNATIONAL AIR TERMINAL LLC

UNDER SECTION 203 OF THE LIMITED LIABILITY COMPANY LAW

FILED
Nov 5 1 3 PM '96

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED NOV 05 1996
TAX $

Anne L. Strasener
Howe & Addington, LLP
450 Lexington Avenue
New York, NY 10017

RECEIVED
Nov 5 12 09 PM '96

3

961105000 442

DORSEY

December 6, 2006

The Port Authority of New York and New Jersey
225 Park Avenue South
New York, New York 10003

Re: John F. Kennedy International Airport
JFK International Air Terminal LLC
Agreement No. AYC-685

Ladies and Gentlemen:

This opinion is being provided to you on behalf The Bank of New York (the "Trustee") in connection with (i) the Third Supplemental Trust Administration Agreement, dated as of January 1, 2004 (the "Third Supplemental Trust Administration Agreement"), between the JFK International Air Terminal LLC ("JFK IAT") and the Trustee, with the consent of The Port Authority of New York and New Jersey ("the Port Authority") (ii) the Partial Release of Mortgaged Premises, dated December 6, 2006 (the "Release"), by the Trustee, and (iii) the Fourth Supplemental Trust Administration Agreement, dated as of December 1, 2004 (the "Fourth Supplemental Trust Administration Agreement" and, together with the Third Supplemental Trust Administration Agreement and the Release, the "Agreements"), between JFK IAT and the Trustee, with the consent of the Port Authority. This opinion, to be relied upon by you, is being given as to the validity of the Agreements and the authority of Miriam Moraca, Assistant Vice President, to have executed the Agreements on behalf of the Trustee.

The execution of the Agreements by Miriam Moraca, Assistant Vice President, on behalf of the Trustee, is valid and proper and meets all of the requirements of the jurisdiction and the corporate charter, by-laws and resolutions of the Trustee and each of the Agreements constitutes the valid and binding obligation of the Trustee enforceable against the Trustee in accordance with their respective terms. All governmental laws, rules, regulations, orders and directions have been complied with. All necessary permissions, approvals, consents and resolutions have been obtained.

Very truly yours,

Dorsey + Whitney LLP

THE PORT AUTHORITY OF NY & NJ

William R. DeCota
Director

December 28, 2006

JFK International Air Terminal LLC
John F. Kennedy International Airport
Terminal 4
Attn: General Manager
Jamaica, NY 11430

RE: JFK – CONFIRMATION OF RECORDATION OF CERTAIN RECORDABLE DOCUMENTS - LEASE NO. AYC-685 – SUPPLEMENTS NOS. 3 AND 4

To the General Manager of JFK International Air Terminal LLC:

As you know, JFK International Air Terminal LLC ("*JFKIAT*") and The Port Authority of New York and New Jersey (the "*Port Authority*") have heretofore entered into a certain agreement of lease on May 13, 1997 identified by the Port Authority Lease No. AYD-350 (the "*Lease*") covering certain premises at John F. Kennedy International Airport commonly known at "Terminal 4".

In connection with the execution of Supplemental Lease Agreements Nos. 3 and 4 to the Lease and related transactional documents (the "*Transactional Documents*"), the Port Authority and JFKIAT entered into a letter agreement (the "*Letter* Agreement") dated December 6, 2006 covering the arrangements with respect to the execution, delivery and release of the Transactional Documents.

This notice is being given to JFKIAT pursuant to the Letter Agreement to confirm that the Port Authority has received satisfactory evidence that Supplemental Lease Agreement No. 3, Supplemental Lease Agreement No. 4, the Second Supplemental Agreement to Second Leasehold Mortgage, the Third Supplemental Agreement to Second Leasehold Mortgage and the release in the form attached to Supplemental Lease Agreement No. 3 as Exhibit Y were recorded in the appropriate office of the City Register of The City of New York on December 18, 2006. Hence, the Transaction Documents are to be released effective as of December 18, 2006.

Sincerely,

David A. Kagan
Assistant Director of Aviation

225 Park Avenue South, 9th Floor
New York, NY 10003
T. (212) 435-3703 F. (212) 435-3833
wdecota@panynj.gov

FOR THE LESSEE

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

On the 5th day of December in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared, Christopher McKenn 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.

Maribel Ruiz SEAL

MARIBEL RUIZ
Notary Public, State of New York
No. 01RU6081733
Qualified in County of New York
Commission Expires October 8, 20[illegible]

FOR THE LESSEE

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

SEAL

On the day of in the year 2006, 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.

(notarial seal and stamp)

FOR THE PORT AUTHORITY

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

On the day of in the year 2006, 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.

(notarial seal and stamp)

FOR THE LESSEE

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

On the 30th day of NOVEMBER in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared, DAVID A. SIGMAN 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.

SEAL

ROSA BARONE
NOTARY PUBLIC, State of New York
Reg. No. 01BA6117501
Qualified New York County
My Commission Expires October 25, 2008

SEAL

Rosa Barone
(notarial seal and stamp)

SEAL

FOR THE LESSEE

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

On the 5th day of December in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared Steven B. Callahan personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Duly Authorized Delegate of Jacques R. J. Greitemann, Executive Committee Member of the Lessee, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

SEAL

Ronald T. LoRusso
(notarial seal and stamp)

RONALD T. LORUSSO
Notary Public, State of New York
No. 02LO6142304
Qualified in New York County
Commission Expires March 18, 2010

SEAL

SEAL

FOR THE PORT AUTHORITY

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

On the 14th day of December in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared David Doan 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 SEAL
(notarial seal and stamp)

PEGGY M. SPINELLI
Notary Public, State of New York
No. 01SP6057870
Qualified in New York County
Commission Expires April 30, 2007

FOR THE LESSEE

SEAL

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

On the day of December in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared Steven B. Callahan, 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.

SEAL

_____
(notarial seal and stamp)

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Lease Agreement No. 3 to be signed by their duly authorized officers as of the date first written above.

ATTEST:

_____
Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By_____

(Title)_____

(Seal)

ATTEST:

_____
Secretary

JFK INTERNATIONAL AIR TERMINAL LLC

By_____

(Title) Executive Committee Member

ATTEST:

Secretary

JFK INTERNATIONAL AIR TERMINAL LLC

By_____

Christopher McKenna

(Title) Executive Committee Member

ATTEST:

_____
Secretary

JFK INTERNATIONAL AIR TERMINAL LLC

By_____

(Title) Executive Committee Member

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Lease Agreement No. 3 to be signed by their duly authorized officers as of the date first written above.

ATTEST:

_____
Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By_____

(Title)_____

(Seal)

ATTEST:

_____
Secretary

JFK INTERNATIONAL AIR TERMINAL LLC

By_____
David A. Sigman

(Title) Executive Committee Member

ATTEST:

_____
Secretary

JFK INTERNATIONAL AIR TERMINAL LLC

By_____

(Title) Executive Committee Member

ATTEST:

_____
Secretary

JFK INTERNATIONAL AIR TERMINAL LLC

By_____

(Title) Executive Committee Member

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Lease Agreement No. 3 to be signed by their duly authorized officers as of the date first written above.

ATTEST:

_____
Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By_____

(Title)_____

(Seal)

ATTEST:

_____
Secretary

JFK INTERNATIONAL AIR TERMINAL LLC

By_____

Name: Steven B. Callahan

(Title) Duly Authorized Delegate of Jacques R. J. Greitemann, Executive Committee Member

ATTEST:

_____
Secretary

JFK INTERNATIONAL AIR TERMINAL LLC

By_____

Name: David A. Sigman

(Title) Executive Committee Member

ATTEST:

_____
Secretary

JFK INTERNATIONAL AIR TERMINAL LLC

By_____

Name: Christopher McKenna

(Title) Executive Committee Member

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Lease Agreement No. 3 to be signed by their duly authorized officers as of the date first written above.

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By _____
DAVID KAGAN

(Title) ASSISTANT DIRECTOR

(Seal)

JFK INTERNATIONAL AIR TERMINAL LLC

By _____

Name: Steven B. Callahan
(Title) Duly Authorized Delegate of Jacques R. J. Greiteman, Executive Committee Member

JFK INTERNATIONAL AIR TERMINAL LLC

By _____

Name: David A. Sigman
(Title) Executive Committee Member

JFK INTERNATIONAL AIR TERMINAL LLC

By _____

Name: Christopher McKenna
(Title) Executive Committee Member

APPROVED
FORM
TERMS

EXHIBIT W

THIRD SUPPLEMENTAL TRUST ADMINISTRATION AGREEMENT

BY AND BETWEEN

JFK INTERNATIONAL AIR TERMINAL LLC

AND

THE BANK OF NEW YORK

(WITH THE CONSENT OF THE PORT AUTHORITY
OF NEW YORK AND NEW JERSEY)

Dated as of January 1, 2004

THIRD SUPPLEMENTAL TRUST ADMINISTRATION AGREEMENT

THIS THIRD SUPPLEMENTAL TRUST ADMINISTRATION AGREEMENT (the "*Third Supplemental Trust Administration Agreement*"), dated as of January 1, 2004 (the "*Effective Date*"), is entered into by and between JFK INTERNATIONAL AIR TERMINAL LLC (the "*Lessee*"), a New York limited liability company, and THE BANK OF NEW YORK (the "*Trustee*"), a New York banking corporation, as Trustee under the Trust Indenture, dated May 13, 1997, between the Trustee and The Port Authority of New York and New Jersey (the "*Authority*").

W I T N E S S E T H:

WHEREAS, the Authority and the Lessee entered into an Agreement of Lease (identified by the Port Authority lease number AYC-685) on May 13, 1997 (as amended, modified, or supplemented from time to time, the "*Lease*"), relating to the leasing, development, construction and operation of a new passenger terminal located at Terminal 4 at John F. Kennedy International Airport in Jamaica, New York;

WHEREAS, the Lessee and the Trustee have entered into the original Trust Administration Agreement on May 13, 1997 in connection with the financing of such new passenger terminal;

WHEREAS, in order to modify and supplement the Trust Administration Agreement, the Lessee and the Trustee have entered into that certain First Supplemental Trust Administration Agreement to the Trust Administration Agreement, dated as of August 10, 2001 (the "*First Supplemental Trust Administration Agreement*");

WHEREAS, in order to modify and supplement the Lease, the Lessee and the Authority have entered into that certain Supplemental Lease Agreement No. 1, dated as of August 10, 2001 (the "*Supplemental Lease Agreement No. 1*");

WHEREAS, in order to further modify and supplement the Lease, the Lessee and the Authority have further entered into that certain Supplemental Lease Agreement No. 2, dated as of December 20, 2002 (the "*Supplemental Lease Agreement No. 2*");

WHEREAS, in order to make certain changes to the Trust Administration Agreement in connection with Supplemental Lease Agreement No. 2, the Lessee and the Trustee entered into that certain Second Supplemental Trust Administration Agreement to the Trust Administration Agreement, dated as of December 20, 2002 (the "*Second Supplemental Trust Administration Agreement*" and the Trust Administration Agreement as amended by the First Supplemental Trust Administration Agreement and the Second Supplemental Trust Administration Agreement hereinafter the "*Trust Administration Agreement*");

WHEREAS, in order to further modify and supplement the Lease, the Lessee and the Authority have entered into that certain Supplemental Lease Agreement No. 3, dated as of January 1, 2004 (the "*Supplemental Lease Agreement No. 3*");

WHEREAS, in order to make certain changes to the Trust Administration Agreement in connection with Supplemental Lease Agreement No. 3, the Lessee and the Trustee have determined to enter into this Third Supplemental Trust Administration Agreement, and the Authority has agreed to consent to the terms hereof in accordance with Section 7.2 of the Trust Administration Agreement; and

WHEREAS, contemporaneously herewith the Trustee is executing a release of the a portion of the Mortgaged Property in the form attached as Exhibit Y to Supplemental Lease Agreement No. 3 (the "*Release*"),

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Lessee and the Trustee hereby agree to amend and supplement the Trust Administration Agreement effective as of the Effective Date as follows:

ARTICLE I

AMENDMENT OF ARTICLE I

SECTION 1.1. **Amendment of the term Supplemental Lease Agreement No. 1.**

The term, "Supplemental Lease Agreement No. 1" appearing in Article I of the First Supplemental Trust Administration Agreement, as previously amended, shall be further amended effective as of January 1, 2004 to read as follows:

> " 'Supplemental Lease Agreement No. 1' shall mean that certain Supplemental Lease Agreement No. 1 to the Lease entered into by the Lessee and the Authority dated as of August 10, 2001, as amended and supplemented by Supplemental Lease Agreement No. 2 and Supplemental Lease Agreement No. 3."

SECTION 1.2. **Definition of Supplemental Lease Agreement No. 2.**

The term, "Supplemental Lease Agreement No. 2" appearing in Article I of the First Supplemental Trust Administration Agreement, as previously amended, shall be further amended effective as of January 1, 2004 to read as follows:

> " 'Supplemental Lease Agreement No. 2' shall mean that certain Supplemental Lease Agreement No. 2 to the Lease entered into by the Lessee and the Authority dated as of December 20, 2002, as amended and supplemented by Supplemental Lease Agreement No. 3."

SECTION 1.3. Definition of Supplemental Lease Agreement No. 3.

The term, "Supplemental Lease Agreement No. 3" shall be inserted immediately after the definition of "Supplemental Lease Agreement No. 2", appearing in Article I of the First Supplemental Trust Administration Agreement, as amended, to read as follows:

> " 'Supplemental Lease Agreement No. 3' shall mean that certain Supplemental Lease Agreement No. 3 to the Lease entered into by the Lessee and the Authority dated as of January 1, 2004."

ARTICLE II

RECEIPT AND CONSENT BY TRUSTEE

SECTION 2.1. Receipt of Supplemental Lease Agreement No. 3.

The Trustee hereby confirms that it has received an executed copy of Supplemental Lease Agreement No. 3 and, pursuant to the letter dated as of January 1, 2004 from the Bond Insurer, consents thereto.

ARTICLE III

AMENDMENTS AND MISCELLANEOUS

SECTION 3.1. References to the Trust Administration Agreement.

(a) This Third Supplemental Trust Administration Agreement shall only be deemed to amend the Trust Administration Agreement, the First Supplemental Trust Administration Agreement and the Second Supplemental Trust Administration Agreement (x) insofar as is required to effectuate the transactions contemplated by Supplemental Lease Agreement No. 3, and (y) as expressly set forth herein. References in the following Sections of the Trust Administration Agreement to the Trust Administration Agreement are hereby amended so as to be references to the Trust Administration Agreement as amended, supplemented or otherwise modified by this Third Supplemental Trust Administration Agreement; (i) Section 1.2, (ii) Section 7.3, (iii) Section 7.5, (vi) Section 7.10 and (v) Section 7.12. All references to the Financing Documents contained in Section 17 of Appendix A to the Trust Administration Agreement are hereby amended to include a reference to the Trust Administration Agreement as amended, supplemented or otherwise modified by this Third Supplemental Trust Administration Agreement.

(b) As amended through the operation of Section 3.1(a) hereof, Sections 1.2, 7.10, and 7.12 of the Trust Administration Agreement, and Section 17 of

Appendix A to the Trust Administration Agreement, are hereby incorporated by reference as if set forth herein at length.

(c) Except as expressly provided herein, and notwithstanding any provision in any Financing Document (including, without limitation, the Trust Administration Agreement) or in any other document relating to the Project to the contrary, any reference to the Trust Administration Agreement contained in any Financing Document, or in any other document relating to the Project, whether or not such reference is (i) direct or indirect, or (ii) to the Trust Administration Agreement as amended, supplemented or otherwise modified (from time to time or otherwise), shall not include the provisions of the Third Supplemental Trust Administration Agreement

SECTION 3.2. Amendment and Supplement.

This Third Supplemental Trust Administration Agreement may be amended, modified or supplemented only by a written instrument signed by the Lessee and the Trustee, which has been consented to in writing (i) by the Authority and (ii) by the Bond Insurer (so long as the Bond Insurance Policy is in force and effect and the Bond Insurer is not in default under the Bond Insurance Policy).

SECTION 3.3. Parties Interested Herein.

This Agreement is made solely for the benefit of the Lessee, the Trustee and the Port Authority and no other person or entity (including the Bond Insurer, except to the extent set forth below) shall have any right, benefit or interest under or because of the existence of this Agreement. The Bond Insurer (so long as the Bond Insurance Policy is in force and effect and the Bond Insurer is not in default under the Bond Insurance Policy) shall be a third-party beneficiary of this Agreement solely with respect to the rights provided for them in Section 3.2 and this Section 3.3 of the Third Supplemental Trust Administration.

SECTION 3.4. Counterparts.

This Third Supplemental Trust Administration Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument and any of the parties hereto may execute this Third Supplemental Trust Administration Agreement by signing any such counterpart.

SECTION 3.5. Severability.

In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Third Supplemental Trust Administration Agreement.

SECTION 3.6. Titles.

Titles to the articles and sections of this Third Supplemental Trust Administration Agreement are solely for the convenience of the parties and not an aid in the interpretation of this Third Supplemental Trust Administration Agreement or any part hereof.

SECTION 3.7. Law Governing the Third Supplemental Trust Administration Agreement.

The effect and meaning of this Third Supplemental Trust Administration Agreement and the rights of the parties hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without regard to the conflict of laws principles thereof.

SECTION 3.8. Concerning the Trustee; Trustee's Disclaimer.

All of the rights, privileges and immunities afforded the Trustee under the Trust Administration Agreement, the Trust Indenture, the Lease, the Special Project Bond Resolution, the Series Resolution and the Leasehold Mortgage are hereby incorporated herein as if set forth herein in full. The recitals contained herein shall be taken as the statements of the Lessee, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representation as to the validity or sufficiency of this Third Supplemental Trust Administration Agreement.

SECTION 3.9 Recording of Release.

(a) The Trustee certifies that its Employer Identification Number is 13-5160382.

(b) The Trustee shall cooperate with the Lessee and the Authority to effect the recording of the Release in the office of the Registrar of the City of New York, County of Queens, including without limitation, executing, acknowledging and/or delivering to the Authority from time to time within five (5) business days after request is made in writing by the Lessee or the Authority, any further instrument or instruments, and/or providing any information or documentation, that the Lessee or the Port Authority may request that is necessary or advisable in connection with the recordation of the Release in the office of the Registrar of the City of New York, County of Queens.

IN WITNESS WHEREOF, the parties hereto caused this Third Supplemental Trust Administration Agreement to be executed by a duly authorized

signatory, all as of the day and year first above written.

JFK INTERNATIONAL AIR TERMINAL LLC

By:_____

Name: Steven B. Callahan
Title: Duly Authorized Delegate of Jacques R. J. Greitemann, Executive Committee Member

By:_____

Name: David A. Sigman
Title: Executive Committee Member

By:_____

Name: Christopher McKenna
Title: Executive Committee Member

THE BANK OF NEW YORK, as Trustee

By:_____

Name:_____

Title:_____

By its execution of this Third Supplemental Trust Administration Agreement, The Port Authority of New York and New Jersey hereby consents to the terms of this Third Supplemental Trust Administration Agreement, in accordance with the requirements of Section 7.2 of the Trust Administration Agreement.

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY, as consenter

By:_____

Name:_____

Title:_____

EXHIBIT X

JFK INTERNATIONAL AIR TERMINAL LLC

Date

The Port Authority of New York and New Jersey
225 Park Avenue South
Ninth Floor
New York, New York 10003

Supplemental Lease Agreement No. 3 - Treatment of Payments

Reference is made to that certain Agreement of Lease, made effective as of May 13, 1997, between The Port Authority of New York and New Jersey (the "*Port Authority*") and JFK International Air Terminal LLC (the "*Tenant*"), identified as Port Authority Lease Number AYC-685, (the "*Lease*"). Further reference is made to that certain Supplemental Lease Agreement No. 1, dated as of August 10, 2001, between the Port Authority and the Tenant ("*Supplemental Lease Agreement No. 1*"), and to that certain Supplemental Lease Agreement No. 2, dated as of December 20, 2002, between the Port Authority and the Tenant ("*Supplemental Lease Agreement No. 2*"), and to that certain Supplemental Lease Agreement No. 3, dated as of January 1, 2004, between the Port Authority and the Tenant ("*Supplemental Lease Agreement No. 3*") whereby the Port Authority and the Tenant agreed to amend and supplement the Lease.

The Tenant intends to treat payment made by the Tenant pursuant to Section 2.3(v) Supplemental Lease Agreement No. 1, as amended and supplemented, as rent paid pursuant to the Lease, in accordance with the Tenant's method of accounting, and as rent paid pursuant to the Lease for all federal, state and local income tax purposes. The Tenant acknowledges that the Port Authority has advised it that the Port Authority, under its method of accounting, intends to treat amounts accrued with respect to the Tenant's payment under Section 2.3 (v) of Supplemental Lease Agreement No. 1, as amended and supplement, as the equivalent of payments of interest and principal by the Tenant with respect to a loan.

JFK INTERNATIONAL AIR TERMINAL LLC

By:_____

FOR JFK INTERNATIONAL AIR TERMINAL LLC

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

On the ____ day of December in the year 2006 before me, the undersigned, a Notary Public in and for said state, personally appeared, David A. Sigman personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

By: _____
(notarial seal and stamp)

EXHBIT Y

This PARTIAL RELEASE OF MORTGAGED PREMISES (this "*Partial Release*") executed by THE BANK OF NEW YORK, a New York banking corporation (hereinafter the "*Mortgagee*"), as trustee, as of this 6th day of December 2006.

W I T N E S S E T H:

WHEREAS, JFK International Air Terminal LLC, a New York limited liability company (hereinafter the "*Mortgagor*") has agreed to develop and operate an air passenger terminal facility at John F. Kennedy International Airport, Jamaica, New York, pursuant to a lease made effective as of May 13, 1997, bearing Port Authority File No. AYC-685 (hereinafter, as the same has been and may hereafter be amended and supplemented, called the "*Lease*"), by and between The Port Authority of New York and New Jersey, as lessor, and the Mortgagor, as lessee, a memorandum of which was recorded contemporaneously therewith in the office of the Registrar of the City of New York, County of Queens, in reel 4588 page 1125; and

WHEREAS, the Mortgagor and the Mortgagee, as trustee in favor of bondholders (hereinafter called the "*Mortgagee*"), are parties to a leasehold mortgage dated as of May 13, 1997 (hereinafter, as the same has been and may hereafter be amended and supplemented, called the "*Leasehold Mortgage*") wherein and whereby the Mortgagor agreed to grant a mortgage of all of its leasehold interest under the Lease to the Mortgagee (the "*Mortgaged Property*"), for the benefit of bondholders, which Leasehold Mortgage was recorded on May 13, 1997 in the office of the Register of the City of New York, County of Queens, in reel 4588 page 1142; and

WHEREAS, the Mortgagee has, at the request of the Mortgagor, executed and delivered that certain Partial Release of Leasehold Mortgage as of August 13, 2001 covering the release of a portion of the Mortgaged Property under the Leasehold Mortgage which was recorded on September 18, 2001 in the office of the Registrar of the City of New York, County of Queens, in reel 6014 page 653, and has executed that certain Amended and Restated Partial Release of Mortgaged Premises dated as of August 31, 2001 covering the clarification of the location of the released mortgaged property which was recorded on October 29, 2001 in the office of the Registrar of the City of New York, County of Queens, in reel 6060 page 1138; and

WHEREAS, the Mortgagee, at the request of the Mortgagor, has agreed to give and surrender a portion of the Mortgaged Property unto the Mortgagor, and to hold and retain the residue of the Mortgaged Property as security for the obligations described in the Leasehold Mortgagee; and

WHEREAS, the Mortgagee's Employer Identification Number is 13-5160382.

NOW THIS PARTIAL RELEASE OF MORTGAGED PREMISES WITNESSETH, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Mortgagee, the Mortgagee does grant release and quitclaim unto the Mortgagor, that part of Mortgaged Property shown in horizontal dashes with cross hatching on page 3 of Exhibit 2.1B

attached hereto and made a part hereof (the "*Released Property*") effective as of 12:01 a.m. on February 1, 2007,

TOGETHER with all right, title and interest, if any, of the Mortgagee in and to any fixtures and articles of personal property which are now contained in the Released Property and which may be covered by said Leasehold Mortgage.

TOGETHER with the hereditaments and appurtenances thereunto belonging, and all right, title and interest of the Mortgagee, in and to the same, to the intent that the Released Property hereby released may be discharged from the Leasehold Mortgage, and that the rest of the Mortgaged Property may remain mortgaged to the Mortgagee as heretofore.

TO HAVE AND TO HOLD the Released Property hereby released and quitclaimed to the Mortgagor, and to the heirs, successors and assigns of the Mortgagor forever, free, clear and discharged of and from all lien and claim under and by virtue of the Leasehold Mortgage.

IIN WITNESS WHEREOF, the Mortgagee has executed this Partial Release as of the day and year first above written.

THE BANK OF NEW YORK, as Trustee

By _____

Name: _____

Title: _____

EXMEPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

STATE OF NEW YORK)

) ss

COUNTY OF NEW YORK)

On the ____ day of December in the year 2006 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 whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

By: _____

(notarial seal and stamp)

SECOND SUPPLEMENTAL AGREEMENT TO
SECOND LEASEHOLD MORTGAGE

between

JFK INTERNATIONAL AIR TERMINAL LLC,
a New York limited liability company

as Mortgagor

and

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

as Mortgagee

Dated as of May 31, 2004

County of Queens
City of New York
John F. Kennedy International Airport
Block 14260, Lot 1

Record and Return to:

Real Estate, Leases and Environmental Law Division
Law Department
Port Authority of New York and New Jersey
225 Park Avenue South, 14th Floor
New York, NY 10003
Attention: Shirley A. Ripullone, Esq.

SECOND SUPPLEMENTAL AGREEMENT
TO SECOND LEASEHOLD MORTGAGE

THIS SECOND SUPPLEMENTAL AGREEMENT TO SECOND LEASEHOLD MORTGAGE (hereinafter called the "*Second Supplemental Agreement*"), dated as of May 31, 2004 by JFK INTERNATIONAL AIR TERMINAL LLC, a limited liability company organized under the laws of the State of New York, having an office and place of business at John F. Kennedy International Airport (Terminal 4), Room 161.022, Jamaica, NY 11430 (together with its permitted transferees and assigns being hereinafter called the "*Mortgagor*") in favor of THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (together with its permitted transferees and assigns being hereinafter called the "*Port Authority*" or the "*Mortgagee*"), a body corporate and politic created by Compact between the States of New York and New Jersey with the consent of the Congress of the United States of America and having an office and place of business at 225 Park Avenue South, New York, New York 10003.

WITNESSETH:

WHEREAS, the Mortgagor has agreed to develop and operate an air passenger terminal facility at John F. Kennedy International Airport, Jamaica, New York, pursuant to a lease made effective as of May 13, 1997, bearing Port Authority File No. AYC-685 (hereinafter as the same has been and may hereafter be amended and supplemented called the "*Lease*"), by and between the Mortgagee, as lessor, and the Mortgagor, as lessee, a memorandum of which was recorded contemporaneously therewith in the office of the Registrar of the City of New York, County of Queens, in reel 4588 page 1125; and

WHEREAS, the Mortgagor and The Bank of New York, as Trustee in favor of Bondholders (hereinafter called the "*First Mortgagee*"), are parties to a first leasehold mortgage dated as of May 13, 1997 (hereinafter as the same has been and may hereafter be amended and supplemented called the "*First Leasehold Mortgage*") wherein and whereby the Mortgagor agreed to grant a mortgage of all of its leasehold interest under the Lease to The Bank of New York, for the benefit of the Bondholders, which First Leasehold Mortgage was recorded on May 13, 1997 in the office of the Register of the City of New York, County of Queens, in reel 4588 page 1142; and In the amount of $95,100,000 - O - Mtge Tx Pd.

WHEREAS, the First Mortgagee has, at the request of the Lessee, executed and delivered that certain Partial Release of Leasehold Mortgage as of August 13, 2001 covering the release of a portion of the mortgaged property under the First Leasehold Mortgage which was recorded on September 18, 2001 in the office of the Registrar of the City of New York, County of Queens, in reel 6014 page 653, and has executed that certain Amended and Restated Partial Release of Mortgaged Premises dated as of August 31, 2001 covering the clarification of the

location of the released mortgaged property which was recorded on October 29, 2001 in the office of the Registrar of the City of New York, County of Queens, in reel 6060 page 1138; and

WHEREAS, the Mortgagor and the Mortgagee are parties to that certain Supplemental Lease Agreement No. 1 (hereinafter "*Supplemental Lease Agreement No. 1*") to the Lease, dated as of August 10, 2001, covering, among other matters, the payment by the Mortgagor to the Mortgagee of the Aggregate Payment Obligation as defined therein; and

WHEREAS, the Mortgagor and the Mortgagee entered into a second leasehold mortgage dated as of August 10, 2001 (which second leasehold mortgage as amended by the First Supplemental Agreement and this Second Supplemental Agreement, as hereinafter defined, is hereinafter called the "*Second Leasehold Mortgage*") wherein and whereby the Mortgagor agreed to grant a mortgage of all of its leasehold interest under the Lease to the Mortgagee (the "*Mortgaged Property*"), subject to the First Leasehold Mortgage, to secure the payment of the Aggregate Payment Obligation, as such term is defined in Supplemental Lease Agreement No. 1, as amended and supplemented, by the Lessee, subordinate only to the First Leasehold Mortgage, and on such basis the Mortgagor granted a mortgage of all of its leasehold interest under the Lease to the Mortgagee, which Second Leasehold Mortgage was recorded on September 18, 2001 in the office of the Register of the City of New York, County of Queens, in reel 6014 page 662; and

WHEREAS, the Mortgagor and the Mortgagee have heretofore entered into that certain Supplemental Lease Agreement No. 2 (hereinafter "*Supplement Lease Agreement No. 2*") to the Lease covering the Additional Payment Obligation, the June 2003 Semi-Annual Payment Obligation, the December 2003 Semi-Annual Payment Obligation and the Additional Semi-Annual Payment Obligation, as such terms are defined therein, and an increase in the amount of the Aggregate Payment Obligation; and

WHEREAS, pursuant to Supplemental Lease Agreement No. 2 the payment of the Additional Payment Obligation, June 2003 Semi-Annual Payment Obligation, the December 2003 Semi-Annual Payment Obligation and the Additional Semi-Annual Payment Obligation were added to and became a part of the Aggregate Payment Obligation and were to be secured by the Second Leasehold Mortgage; and

WHEREAS, the Mortgagor and the Mortgagee entered into a First Supplemental Agreement to the Second Leasehold mortgage dated as of December 20, 2002 (the "*First Supplemental Agreement*") wherein and whereby the Second Leasehold Mortgage was amended to secure the payment of the Additional Payment Obligation, the June 2003 Semi-Annual Payment Obligation, the December 2003 Semi-Annual Payment Obligation and the Additional Semi-Annual Payment Obligation as a part of the Aggregate Payment Obligation, which First Supplemental Agreement was recorded in the office of the Register of the City of New York, County of Queens as document number 2003010700996001 on March 3, 2003; and Recorded on 3/3/03 CRFN# 2003000032096

WHEREAS, the Mortgagor and the Mortgagee have executed and delivered immediately prior to the execution and delivery of this Second Supplemental Agreement, Supplemental Lease Agreement No. 3 (hereinafter, and in the Second Leasehold Mortgage as

herein amended, "*Supplement Lease Agreement No. 3*") to the Lease dated as of January 1, 2004, which covers the payment of the 2004 Payment Obligation, as such term is defined in Supplemental Lease Agreement No. 3, which 2004 Payment Obligation was added to and became a part of the Aggregate Payment Obligation and is to be secured by the Second Leasehold Mortgage; and

WHEREAS, the Mortgagee, at the request of the Mortgagor, has agreed to give and surrender certain of the Mortgaged Property unto the Mortgagor, and to hold and retain the residue of the Mortgaged Property as security for the obligations described in the Second Leasehold Mortgagee;

NOW, THEREFORE, as a condition precedent to and in consideration of the Port Authority's execution of Supplemental Lease Agreement No. 3 and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree effective as of May 31, 2004 unless otherwise stated as follows:

1. From and after May 31, 2004, in each and every instance where the term "Supplement No. 1" or "Supplemental Agreement No. 1" is used in the Second Leasehold Mortgage, as herein amended, such term shall mean and refer to Supplemental Lease Agreement No. 1 as amended by Supplemental Lease Agreement No. 2 and Supplemental Lease Agreement No. 3.

2. Unless the context shall clearly indicate some other meaning or may otherwise require, capitalized terms used in this Second Supplemental Agreement, as herein amended, without definition shall have the meanings ascribed thereto in the Lease, as amended by Supplemental Lease Agreement No. 1, Supplemental Lease Agreement No. 2 and Supplemental Lease Agreement No. 3, or in the Second Leasehold Mortgage, as herein amended, as applicable.

3. Without limiting the generality of paragraphs 1 and 2 hereof, it is hereby agreed and understood that pursuant to Supplemental Lease Agreement No. 3 all amounts representing the 2004 Payment Obligation are added to the amount payable as the Aggregate Payment Obligation and that from and after May 31, 2004 each and every reference in the Second Leasehold Mortgage, as herein amended, to the Aggregate Payment Obligation shall mean and include the Payment Obligation, the Semi-Annual Payment Obligation, the Additional Payment Obligation and the Additional Semi-Annual Payment Obligation, the June 2003 Semi-Annual Payment Obligation, the December 2003 Semi-Annual Payment Obligation and the 2004 Payment Obligation.

4. The first paragraph of paragraph (a) of Section 2 of the Second Leasehold Mortgage shall be amended to read as follows:

"(a) To secure the payment when due of the Aggregate Payment Obligation, including all of the Semi-Annual Payment Obligations, Annual Payment Obligations, Additional Semi-Annual Payment Obligations, June 2003 Semi-Annual Payment Obligations, December 2003 Semi-Annual Payment Obligations, Additional Annual Payment Obligations and the 2004

Payment Obligation, with the maximum amount of the June 2004 Investment not to exceed Twelve Million Dollars and No Cents ($12,000,000.00) or such lesser amount as may be outstanding from time to time, and with the maximum amount of the Additional Investment not to exceed Fifteen Million Dollars and No Cents ($15,000,000.00) or such lesser amount as may be outstanding from time to time and with the maximum amount of the Payment Obligation not to exceed One Hundred Eighty Million Dollars and No Cents ($180,000,000.00) or such lesser amount as may be outstanding from time to time, (collectively, the '*Obligations*'), the total amount of the Obligations not to exceed Two Hundred Seven Million Dollars and No Cents ($207,000,000.00), the Mortgagor hereby grants, mortgages, pledges, assigns, transfers and sets over to the Mortgagee, subordinate only to the First Leasehold Mortgage and subject to and upon the terms and conditions of this Leasehold Mortgage, all of the Mortgagor's right, title and interest in, to and under the leasehold estate created pursuant to the Lease with respect to the real property described on Exhibit A, attached to this Second Leasehold Mortgage and made a part hereof, together with any improvements thereon and any and all other, further or additional estates, rights, titles, interests, benefits and other claims, both at law and in equity, which the Mortgagor now has or may in the future have or acquire under or by the terms of the Lease, whether by reason of the exercise of options thereunder or by reason of amendments, modifications, supplements, extensions and renewals of the Lease, of whatsoever nature derived or to be derived by the Mortgagor by virtue of the Lease, including, without limitation, any and all estate, right, title and interest of the Mortgagor in and to any and all buildings and other improvements now or hereafter located on the Premises and all building materials, building equipment and fixtures of every kind and nature located on the Premises or attached to, contained in or used in any such buildings and other improvements, and all appurtenances and additions thereto and betterments, substitutions and replacements thereof acquired by the Mortgagor under the Lease, and the right to exercise all rights of the Mortgagor under the Lease except as otherwise provided therein, and, to the fullest extent possible, but subject to the First Leasehold Mortgage, the Mortgagor hereby unconditionally delegates to the Mortgagee the right to exercise any and all of the Mortgagor's rights under the Lease, delegated to the Mortgagor under the Lease, except as otherwise provided therein, subject to all of the same terms, covenants, conditions, limitations, reservations and defenses as would be applicable under the Lease, as the case may be, had this delegation not occurred; and"

5. Effective as of 12:03 a.m. on February 1, 2007 a new paragraph (d) shall be inserted at the end of Section 2 to read as follows:

"(d) To secure the payment when due of the Obligations, the Mortgagor hereby grants, mortgages, pledges, assigns, transfers and sets over to the Mortgagee, subordinate only to the First Leasehold Mortgage and subject to and upon the terms and conditions of this Leasehold Mortgage, all of the Mortgagor's right, title and interest in, to and under the leasehold estate created pursuant to the Lease with respect to the real property shown in shaded stipple and shaded stipple diagonal hatching on page 3 of the exhibit attached hereto hereby made a part hereof and marked "Exhibit 2.1B" (the "Additional Mortgaged Property"), together with any improvements thereon; and

TOGETHER WITH all of the Mortgagor's right, title and interest to all proceeds of any sale, transfer, financing, refinancing, or conversion into cash or

liquidated claims, whether voluntary or involuntary, of any of the Additional Mortgaged Property, including, subject to the terms of the Lease and the First Leasehold Mortgage, all insurance proceeds resulting from damage to or destruction of the Premises and all awards resulting from any taking with respect to the Premises; and

TOGETHER WITH all additional estates, right, title and interest of the Mortgagor in and any and all buildings, improvements and fixtures now or hereafter situated on the Additional Mortgaged Property or any part thereof which may from time to time be acquired by the Mortgagor; and all right, title and interest of the Mortgagor in and to any additional property and rights that may from time to time hereafter by installation in the Additional Mortgaged Property, or by writing of any kind, be subjected to the lien hereof by the Mortgagor or by anyone on their behalf.

Each of the rights granted in this paragraph (d) is and shall be (a) appurtenant to the leasehold estate in the Premises created by the Lease, (b) automatically transferred with any permitted assignment or other transfer of the Lease and the leasehold estate created thereby and (c) coupled with an interest and irrevocable during the term of the Lease."

6. Effective as of 12:01 a.m. on February 1, 2007, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Mortgagee, the Mortgagee does grant, release and quitclaim unto the Mortgagor, that part of Mortgaged Property shown in horizontal dashes with crosshatching on page 3 of Exhibit 2.1B attached hereto (the "*Released Property*").

TOGETHER with all right, title and interest, if any, of the Mortgagee in and to any fixtures and articles of personal property which are now contained in the Released Property and which may be covered by said Leasehold Mortgage.

TOGETHER with the hereditaments and appurtenances thereunto belonging, and all right, title and interest of the Mortgagee, in and to the same, to the intent that the Released Property hereby released may be discharged from the Leasehold Mortgage, and that the rest of the Mortgaged Property may remain mortgaged to the Mortgagee as heretofore.

TO HAVE AND TO HOLD the Released Property hereby released and quitclaimed to the Mortgagor, and to the heirs, successors and assigns of the Mortgagor forever, free, clear and discharged of and from all lien and claim under and by virtue of the Leasehold Mortgage.

7. The exhibit attached hereto and marked as "Exhibit 2.1B (4 pages)" is hereby made a part hereof and of the Leasehold Mortgage and is herein and in the Leasehold Mortgage referred to as "Exhibit 2.1B".

8. It is the intention of the parties hereto that neither Supplemental Lease Agreement No. 3, nor this Second Supplemental Agreement shall have changed or affected the priority of the lien of the Second Leasehold Mortgage with respect to that portion of the

Aggregate Payment Obligation consisting of the Payment Obligation and the Additional Payment Obligation or between and among the Aggregate Payment Obligation consisting of the Payment Obligation and the Additional Payment Obligation and the 2004 Payment Obligation.

9. The Mortgagor represents, warrants and covenants to and with the Mortgagee that the Mortgagor is a limited liability company duly organized and existing in good standing under the laws of the State of New York, is lawfully seized of the Mortgaged Property, has the power and authority to create, pledge and grant the leasehold mortgage as provided in the Second Leasehold Mortgage, as amended by this Second Supplemental Agreement, to own its property and assets, and to enter into this Second Supplemental Agreement, and its execution, delivery and performance of the obligations under the Second Leasehold Mortgage as amended by this Second Supplemental Agreement, has been duly authorized by all necessary action on the part of the Mortgagor.

10. The Mortgagor represents, warrants and covenants to and with the Mortgagee that at the request of the Mortgagee and upon providing the Mortgagor with the appropriate documents, the Mortgagor will execute any documents necessary to record this Second Supplemental Agreement and execute any necessary financing statements and, at periodic intervals, continuation statements pursuant to the Uniform Commercial Code as in effect in the State of New York and any other documents required to perfect or continue the perfection of the lien of the leasehold mortgage granted in this Second Supplemental Agreement, and will pay all filing or recording costs with respect thereto and all costs of filing or recording this Second Supplemental Agreement or any other instrument, agreement or document executed and delivered pursuant to this Second Supplemental Agreement in all public offices where filing or recording is deemed by the Mortgagee to be necessary or desirable. The Mortgagor will promptly pay, or cause to be paid, any mortgage recording taxes, fees or other charges, if any, in connection with this Second Supplemental Agreement and the other Security Documents.

11. This Second Supplemental Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

12. (a) Notwithstanding any other provision of this Second Supplemental Agreement to the contrary, no (x) Commissioner, director, employee, committee member, manager, managing director, officer, agent, representative, nor any (y) owner, shareholder, member, partner, controlling person, principal, or ultimate beneficial owner, in each case, whether direct or indirect, of the Mortgagee or of the Mortgagor or any Affiliate of the Mortgagee or the Mortgagor or of any of the foregoing, shall be charged personally or held contractually liable by or to the other party, under, or in connection with, any term or provision of this Second Supplemental Agreement or of any supplement, modification or amendment to this Second Supplemental Agreement or because of any breach thereof, or because of its or their execution or attempted execution.

(b) Notwithstanding any other provision of this Second Supplemental Agreement to the contrary, and as a material consideration for the Mortgagor's entry into this Second Supplemental Agreement, it is acknowledged and agreed that: (x) neither the Mortgagee

(or any of its successors or assigns), shall have any recourse or shall make any claim under or in connection with this Second Supplemental Agreement, against (i) any member of the Mortgagor, or (ii) any of the Affiliates of the Mortgagor or of any such member, or (iii) any (A) officer, committee member, director, manager, managing director, employee, agent, representative or (B) owner, shareholder, member, partner, principal, controlling person or ultimate beneficial owner in each case, whether direct or indirect, of any of the persons mentioned in clauses (i) and (ii) above, under, or in connection with, this Second Supplemental Agreement and the sole recourse of the Mortgagee (or its successors or assigns) shall be against the Mortgagor's assets irrespective of any failure of the Mortgagor to comply with applicable Law or any provision of this Second Supplemental Agreement, and (y) neither the Mortgagee (or its successors or assigns) shall be subrogated, or have any right of subrogation, to any claim of the Mortgagor for any capital contributions to the Mortgagor from any member of the Mortgagor. The acknowledgements and agreements set forth in this paragraph 12 are made expressly for the benefit of the persons referred to in clauses (i), (ii) and (iii) above, individually or collectively.

(c) For the purposes of this paragraph 12, the protections afforded to the Mortgagor under this paragraph 12 shall be deemed to protect any successor to the Mortgagor, any Interim Terminal Operator or any Qualified Terminal Operator and any director, manager, managing director, controlling person, direct or indirect shareholder, member, partner, principal, ultimate or indirect shareholder, owner, officer or agent thereof in respect of any obligations hereunder or under any of the Security Documents.

13. The Mortgagor certifies that its Employer Identification Number is 23 286 6204.

14. The Mortgagor shall cooperate with the Mortgagee to effect the recording of this Second Supplemental Agreement in the office of the Registrar of the City of New York, County of Queens, including without limitation, executing, acknowledging and/or delivering to the Mortgagee from time to time within five (5) business days after request is made in writing by the Mortgagee, any further instrument or instruments, and/or providing any information or documentation, that the Mortgagee may request that is necessary or advisable in connection with the recordation of this Second Supplemental Agreement in the office of the Registrar of the City of New York, County of Queens.

15. As hereby amended, all the terms, covenants, provisions, conditions and agreements of the Second Leasehold Mortgage shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Agreement to be executed by their duly authorized officers, all as of the day and year first above written.

MORTGAGOR:

JFK INTERNATIONAL AIR TERMINAL LLC

By:_____

Name: Steven B. Callahan
Title: Duly Authorized Delegate of Jacques R. J. Greitemann, Executive Committee Member

By:_____

Name: David A. Sigman
Title: Executive Committee Member

By:_____

Name: Christopher McKenna
Title: Executive Committee Member

MORTGAGEE:

PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: [signature]

Name: DAVID KAGAN

Title: Assistant Director

APPROVED
FORM
TERMS

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Agreement to be executed by their duly authorized officers, all as of the day and year first above written.

MORTGAGOR:

JFK INTERNATIONAL AIR TERMINAL LLC

By:_____

Name: Steven B. Callahan
Title: Duly Authorized Delegate of Jacques R. J. Greitemann, Executive Committee Member

By:_____

Name: David A. Sigman
Title: Executive Committee Member

By:_____

Name: Christopher McKenna
Title: Executive Committee Member

MORTGAGEE:

PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By:_____

Name:_____

Title:_____

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Agreement to be executed by their duly authorized officers, all as of the day and year first above written.

MORTGAGOR:

JFK INTERNATIONAL AIR TERMINAL LLC

By:_____

Name: Jacques R.J. Greitemann

Title: Executive Committee Member

By:_____

Name: David A. Sigman

Title: Executive Committee Member

By:_____

Name: Christopher McKenna

Title: Executive Committee Member

MORTGAGEE:

PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By:_____

Name:_____

Title:_____

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Agreement to be executed by their duly authorized officers, all as of the day and year first above written.

MORTGAGOR:

JFK INTERNATIONAL AIR TERMINAL LLC

By:_____

Name: Jacques R.J. Greitemann

Title: Executive Committee Member

By:_____

Name: David A. Sigman

Title: Executive Committee Member

By:_____

Name: Christopher McKenna

Title: Executive Committee Member

MORTGAGEE:

PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By:_____

Name:_____

Title:_____

EXMEPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

Final Dated December 6, 2006

SUPPLEMENTAL LEASE AGREEMENT NO. 3

between

JFK INTERNATIONAL AIR TERMINAL LLC

and

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

LEASE NO. AYC-685

Dated as of January 1, 2004

Final Dated December 6, 2006

JFK INTERNATIONAL AIR TERMINAL LLC

Table of Contents

SUPPLEMENTAL LEASE AGREEMENT NO. 3

TO

AYC-685

1. *Definitions:* 2
2. *Amendment of Article II:* 6
3. *Amendment of Article III:* 8
4. *Amendment of Article IV:* 9
5. *Amendment of Section 6.3:* 9
6. *Amendment of Section 8.1:* 10
7. *Additional Exhibits:* 11
8. *Conditions Precedent to Effectiveness:* 11
9. *Representations and Warranties:* 12
10. *Adjustment to Land Area of Premises:* 12
11. *February 1, 2007 Adjustment to Base Rental Amount:* 15
12. *Certain Amendments with Respect to Subordinated Fundings:* 16
13. *Amendment of Section 44 of the Lease:* 16
14. *Basic Lease Amendments:* 17
15. *General Airport Agreement Amendments:* 18
16. *Amendment of the Definition of Defaulted Payments:* 21
17. *Non-liability of Individuals; Limitations on Recourse:* 21

18. Beneficial Parties: 22

19. Counterparts: 22

20. Continuing Effectiveness: 22

Final Dated December 6, 2006

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

Port Authority Agreement No. AYC-685

SUPPLEMENTAL LEASE AGREEMENT NO. 3

THIS SUPPLEMENTAL LEASE AGREEMENT NO. 3 dated as of January 1, 2004 by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (the "*Port Authority*") and JFK INTERNATIONAL AIR TERMINAL LLC (the "*Lessee*"), a limited liability company organized under the laws of the State of New York having an office and place of business at Terminal Four, John F. Kennedy International Airport, Jamaica, New York 11430,

WITNESSETH, That:

WHEREAS, on May 13, 1997 the Port Authority and the Lessee entered into an Agreement of Lease identified by the above-referenced Port Authority lease number AYC-685 (as the same has been and is hereby and may hereafter be amended, modified and supplemented, the "*Lease*") and relating to the development, construction and operation of a new passenger terminal at John F. Kennedy International Airport (the "*Terminal 4 Project*"); Recorded 5/13/97 R. 4588, p. 1125

WHEREAS, the Port Authority and the Lessee entered into Supplemental Lease Agreement No. 1 (as the same has been and is hereby and may hereafter be amended, modified and supplemented, the "*Supplemental Lease Agreement No. 1*") to the Lease, dated as of August 10, 2001, providing for additional funding to complete the Terminal 4 Project (the "*Completion Funding*"); Unrecorded

WHEREAS, the Port Authority and the Lessee entered into Supplemental Lease Agreement No. 2 (as the same is hereby and may hereafter be amended, modified and supplemented, the "*Supplemental Lease Agreement No. 2*") to the Lease, dated as of December 20, 2002, providing for additional funding to the Lessee for payments due with respect to the Completion Funding during calendar year 2003 (the "*2003 Additional Funding*"); Unrecorded

WHEREAS, the Lessee has requested the Port Authority to provide additional funding to the Lessee for payments due with respect to the Completion Funding and the 2003 Additional Funding during calendar year 2004;

WHEREAS, the Lessee and the Port Authority have agreed to amend the Lease to provide for such additional funding and other matters;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained and effective as of January 1, 2004, unless otherwise stated, the Port Authority and the Lessee hereby agree as follows:

1. ***Definitions:***

(a) Unless the context shall clearly indicate some other meaning or may otherwise require, capitalized terms used in this Supplemental Lease Agreement No. 3 without definition shall have the meanings ascribed thereto in the Lease, as herein amended and supplemented.

(b) Article I of Supplemental Lease Agreement No. 1, as amended, supplemented and restated in Supplemental Lease Agreement No. 2, shall be further amended as follows:

(1) The definition of the term "*Aggregate Payment Obligation*" appearing in Article I of Supplemental Lease Agreement No. 1, as amended, supplemented and restated in Supplemental Lease Agreement No. 2, shall be deleted in its entirety and the following new definition inserted in lieu thereof to read as follows:

> "The term "Aggregate Payment Obligation" shall mean, collectively, the Payment Obligation, the Additional Payment Obligation, the Semi-Annual Payment Obligation, the Additional Semi-Annual Payment Obligation and the 2004 Payment Obligation."

(2) The definition of the term "*Agreement*" appearing in Article I of Supplemental Lease Agreement No. 1, as amended, supplemented and restated in Supplemental Lease Agreement No. 2, shall be deleted in its entirety and the following new definition inserted in lieu thereof to read as follows:

> "The term "Agreement" shall mean Supplemental Lease Agreement No. 1, Supplemental Lease Agreement No. 2 and Supplemental Lease Agreement No. 3, as the foregoing may hereafter be amended, modified and supplemented."

(3) The definition of the term "*Default Payment Obligation*" appearing in Article I of Supplemental Lease Agreement No. 1, as amended, supplemented and restated in Supplemental Lease Agreement No. 2, shall be deleted in its entirety and the following new definition inserted in lieu thereof read as follows:

> "The term "Default Payment Obligation" shall mean the payment obligation that accrues, pursuant to Section 6.3 of this Agreement, at the Investment Default Rate with respect to Investments and at the Additional Investment Default Rate

with respect to Additional Investments and the June 2004 Investment, on the portion of the Aggregate Payment Obligation that was due and owing on the date that the Aggregate Payment Obligation Event of Default described in Section 6.1(i) of this Agreement occurred until the Default Amount is paid; provided, however, that if the Lessee has made any Default Portion Payments during a 360-Day Period, the portion of the Aggregate Payment Obligation that was due and owing on the date that the Aggregate Payment Obligation Event of Default described in Section 6.1(i) of this Agreement occurred shall be reduced by the total amount of any such Default Portion Payments for purposes of calculating the Default Payment Obligation."

(4) The definition of the term "*Incurred Payment Obligation*" appearing in Article I of Supplemental Lease Agreement No. 1, as amended, supplemented and restated in Supplemental Lease Agreement No. 2, shall be deleted in its entirety and the following new definition inserted in lieu thereof to read as follows:

"The term "Incurred Payment Obligation" shall mean, as of any date, an amount equal to the sum of (i) the June 2003 Additional Investment, (ii) the total aggregate amount of all June 2003 Semi-Annual Investments made by the Port Authority or accrued as of such date, (iii) the December 2003 Additional Investment, (iv) the total aggregate amount of all December 2003 Semi-Annual Investments made by the Port Authority or accrued as of such date, (v) the June 2004 Investment and (vi) the total aggregate amount of all Investments made by the Port Authority or accrued as of such date; provided, however, that neither any payments of the Annual Payment Obligation or of the Additional Annual Payment Obligation made pursuant to Section 2.4 of this Agreement nor any prepayments made pursuant to Section 2.7 of this Agreement shall be taken into consideration for purposes of calculating the Incurred Payment Obligation."

(5) The definition of the term "*Second Leasehold Mortgage*" appearing in Article I of Supplemental Lease Agreement No. 1, as amended, supplemented and restated in Supplemental Lease Agreement No. 2, shall be deleted in its entirety and the following new definition inserted in lieu thereof to read as follows:

"The term "Second Leasehold Mortgage" shall mean a second mortgage by the Lessee of its Leasehold, issued as security for the Aggregate Payment Obligation, in substantially the form set forth in Exhibit F attached to Supplemental Lease Agreement No. 1, as amended by that certain First Supplemental Agreement to Second Leasehold Mortgage dated as of December 20, 2003 in substantially the form set forth in Exhibit N attached to Supplemental Lease Agreement No. 2, and as amended by that certain Second Supplemental Agreement to Second Leasehold Mortgage dated as of May 31, 2004 in substantially the form set forth in Exhibit V attached to Supplemental Lease Agreement No. 3 to the Lease."

(6) The definition of the term "*Total Payment Obligation*" appearing in Article I of Supplemental Lease Agreement No. 1, as amended, supplemented and restated in Supplemental Lease Agreement No. 2, shall be deleted in its entirety and the following new definition inserted in lieu thereof to read as follows:

"The term "Total Payment Obligation" shall mean, collectively, the Payment Obligation, the Additional Payment Obligation and the 2004 Payment Obligation."

(7) The definition of the term "*Total Semi-Annual Payment Obligation*" appearing in Article I of Supplemental Lease Agreement No. 1, as amended, supplemented and restated in Supplemental Lease Agreement No. 2, shall be deleted in its entirety and the following new definition inserted in lieu thereof read as follows:

"The term "Total Semi-Annual Payment Obligation" shall mean, collectively, the December 2004 Payment Obligation, the Additional Semi-Annual Payment Obligation and the Semi-Annual Payment Obligation."

(c) Article I of Supplemental Lease Agreement No. 1, as amended, supplemented and restated in Supplemental Lease Agreement No. 2, shall be supplemented by inserting each of the following definitions in the appropriate alphabetical location of Article I of Supplemental Lease Agreement No. 1 (such definitions to be equally applicable to both the singular and plural forms of the capitalized terms):

The term "*2004 Investment Date*" shall mean the date that the Port Authority shall pay the June 2004 Investment, which date shall be June 1, 2004.

The term "*2004 Investment/Payment Grid*" shall mean the schedule maintained by the Port Authority, which shall be in the form of Exhibit S attached to Supplemental Lease Agreement No. 3.

The term "*2004 Payment Obligation*" shall mean the total aggregate outstanding amount of the December 2004 Payment Obligation.

The term "*Closing*" shall mean time and date that Supplemental Lease Agreement No. 3 is executed by the parties hereto and delivered by the Port Authority to the Lessee.

The term "*December 2004 Available Funds*" shall mean the amount equal to the difference obtained by subtracting the sum of (a) the amount of Permitted O & M Expenses for the Alternative Annual Period commencing on January 1, 2004 and ending on November 30, 2004, (b) payments of Ground Rental in respect of such Alternative Annual Period, (c) the sum of all payments (or fundings) of Facility Rental B made with respect to such Alternative Annual Period, (d) payments directly from the Revenue Fund into the Section 148(f) Payment Fund made during such Alternative Annual Period, (e) required deposits into the Debt Service Reserve Fund, the Lessee Contingency Fund, the Operation and Maintenance Reserve Fund and the Major Maintenance and Renewal Fund in respect of such Alternative Annual Period (it being understood that any deposits made into the Operation and Maintenance Reserve Fund and the Major Maintenance and Renewal Fund on or about December 1, 2004 and February 1, 2005 are made in respect

of such Alternative Annual Period), and (f) subject to Port Authority consent, amounts held as reserves in anticipation of (x) projected shortfalls in the Alternative Annual Period commencing on December 1, 2004 in the funding of Permitted O&M Expenses, Ground Rental, Facility Rental B, the Aggregate Payment Obligation and/or (y) required deposits in the subsequent Alternative Annual Period into the Debt Service Reserve Fund, the Lessee Contingency Fund, the Operation and Maintenance Reserve Fund and/or the Major Maintenance and Renewal Fund; from the sum of the (i) Gross Revenues for the Alternative Annual Period ending November 30, 2004 and (ii) the sum of the amounts on deposit as Reserve Amounts that have been utilized to pay Permitted O & M Expenses in such Alternative Annual Period.

The term "*December 2004 Payment Obligation*" shall mean the amount to be paid by the Lessee to the Port Authority on December 1, 2004 in accordance with Section 2.3 (v) of Supplemental Lease Agreement No. 1, as amended, supplemented and restated by Supplemental Lease Agreement No. 2 and as further amended by Supplemental Lease Agreement No. 3.

The term "*Exhibit 2.1B*" shall have the meaning given thereto in Section 10(a) of Supplemental Lease Agreement No. 3

The term "*June 2004 Investment*" shall mean the amount to be paid by the Port Authority as set forth by the Lessee in accordance with Section 2.1(vi) of Supplemental Agreement No. 1, as amended, supplemented and restated, in the space provided therefor in the Notice of June 2004 Investment, which amount shall be the amount equal to the June 2004 Payment Obligation.

The term "*June 2004 Payment Obligation*" shall mean the semi-annual payments to be paid by the Lessee to the Port Authority on June 1, 2004 in accordance with Sections 2.3(i), 2.3(ii) and 2.3(iii) of Supplemental Lease Agreement No. 1, as amended, supplemented and restated.

The term "*Notice of June 2004 Investment*" shall mean a notice in the form set forth in Exhibit T attached to Supplemental Lease Agreement No. 3, without any amendments, modifications (except for the insertion of the information to be included in the blank spaces) or omissions.

The term "*Second Supplemental Agreement to Second Leasehold Mortgage*" shall mean the agreement, dated as of May 31, 2004, between the Lessee and the Port Authority, in the form attached to Supplemental Lease Agreement No. 3 as Exhibit V which forms a supplement to the Second Leasehold Mortgage.

The term "*Supplemental Lease Agreement No. 3*" shall mean that Supplemental Lease Agreement No. 3 (as the same may hereafter be amended, modified and supplemented) to the Lease entered into between the Lessee and the Port Authority dated as of January 1, 2004 and identified as "Supplemental Lease Agreement No. 3", including all exhibits attached thereto and made a part thereof.

The term "*Supplement No. 3 Additional Premises*" shall have the meaning given thereto in Section 10(a) of Supplemental Lease Agreement No. 3.

The term "*Supplement No. 3 Surrendered Premises*" shall have the meaning given thereto Section 10(b)(1) of Supplemental Lease Agreement No. 3.

The term "*Tender Date*" shall have the meaning given thereto in Section 10(b) of Supplemental Lease Agreement No. 3.

(d) Without affecting any amounts payable under the Lease prior to January 1, 2004, effective as of January 1, 2004, the following new definition shall be to have been inserted in Section 1 of the Lease immediately after the definition "Airport Central Taxi Stack" and immediately before the term "Amsterdam Airport" to read as follows:

"*Alternative Annual Period*' shall mean each twelve month period commencing on December 1 and ending on the immediately following November 30, provided, however, the first 'Alternative Annual Period' shall be the eleven month period commencing on January 1, 2004 and ending on November 30, 2004."

2. ***Amendment of Article II:***

(a) Section 2.1 of Article II of Supplemental Lease Agreement No. 1, as amended, supplemented and restated by Supplemental Lease Agreement No. 2, shall be further amended by inserting the following new paragraph (vi) immediately after subparagraph (v) thereof to read as follows:

"(vi) The Port Authority shall, subject to all the terms and conditions of this Agreement, pay the June 2004 Investment as set forth in the Notice of June 2004 Investment in accordance with the terms this Agreement. The June 2004 Investment shall be deemed to have been paid by the Port Authority by 12:00 p.m., New York City time, on June 1, 2004, in lawful money of the United States of America. The payment of the June 2004 Investment shall be applied by the Port Authority as payment for the June 2004 Payment Obligation payable by the Lessee to the Port Authority."

(b) Section 2.2 of Article II of Supplemental Lease Agreement No. 1, as amended, supplemented and restated by Supplemental Lease Agreement No. 2, shall be further amended by amending the title to read as follows:

"2.2. *Notice of Investment; Notice of June 2003 Additional Investment; Notice of June 2003 Semi-Annual Investment; Notice of December 2003 Additional Investment, Notice of December 2003 Semi-Annual Investment and Notice of June 2004 Investment.*"

(c) Section 2.2 of Article II of Supplemental Lease Agreement No. 1, as amended, supplemented and restated by Supplemental Lease Agreement No. 2, shall be further amended by inserting the following new paragraph (v) immediately after subparagraph (iv) thereof to read as follows:

"(v) The obligation of the Port Authority to purchase the June 2004 Investment shall not mature unless the Lessee delivers the Notice of June 2004 Investment to the Port Authority at the Closing. The proceeds of the June 2004 Investment shall not be deposited into the Completion Costs Fund."

(d) Section 2.3 of Article II of Supplemental Lease Agreement No. 1, as amended, supplemented and restated by Supplemental Lease Agreement No. 2, shall be further amended by amending the title to read as follows:

"2.3. *Semi-Annual Payment Obligation, Additional Semi-Annual Payment Obligation, June 2003 Semi-Annual Payment Obligation, December 2003 Semi-Annual Payment Obligation and December 2004 Payment Obligation.*"

(e) Section 2.3 of Article II of Supplemental Lease Agreement No. 1, as amended, supplemented and restated by Supplemental Lease Agreement No. 2, shall be further amended by inserting the following new paragraph (v) immediately after subparagraph (iv) thereof to read as follows:

"(v) On December 1, 2004, the Lessee shall pay to the Port Authority an amount equivalent to the sum of (x) interest at the semi-annual rate of 4.2833% on the June 2004 Investment and (y) an amount equal to the June 2004 Investment."

(f) Section 2.5 of Article II of Supplemental Lease Agreement No. 1, as amended, supplemented and restated by Supplemental Lease Agreement No. 2, shall be deleted in its entirety and the following new Section 2.5 shall be deemed inserted in lieu thereof to read as follows:

"2.5. *Priority of Aggregate Payment Obligation.*

(i) The Lessee hereby irrevocably pledges to pay the Payment Obligation and the Additional Payment Obligation after payment of any Senior Obligations that are payable at the same time that such Aggregate Payment Obligation is due, but before payment of the December 2004 Payment Obligation and before any of the Contingent Obligations listed in Section 8(I)(c) of the Lease which are then due, and further on December 1, 2004 before any other payments to either the Port Authority or the Lessee are made; provided, however, that any failure to pay the Payment Obligation and the Additional Payment Obligation in accordance with Section 2.3 and/or Section 2.4 of this Agreement shall be an Aggregate Payment Obligation Event of Default set forth in Section 6.1(i) of this Agreement.

(ii) The Lessee hereby irrevocably pledges to pay the December 2004 Payment Obligation after payment of any Senior Obligations that are payable on December 1, 2004 and after the payment of the Payment Obligation and the Additional Payment Obligation due on December 1, 2004 and before any other payments to be made to either the Port Authority or the Lessee are made, provided, however, that any failure to

pay the December 2004 Payment Obligation in accordance with Section 2.3 of this Agreement shall be an Aggregate Payment Obligation Event of Default set forth in Section 6.1(i) of this Agreement."

(g) Section 2.9 of Article II of Supplemental Lease Agreement No. 1, as amended, supplemented and restated by Supplemental Lease Agreement No. 2 shall be further amended by redesignating paragraph "(xix)" thereof as paragraph "(ix)" and inserting the following new subparagraphs (x) through (xv) immediately after paragraph (ix) thereof to read as follows:

"(x) The Lessee shall make the payment of the December 2004 Payment Obligation to the Port Authority at the Port Authority's Fiscal Office on the date when due in lawful money of the United States of America in immediately available funds.

(xi) All computations of the December 2004 Payment Obligation under Supplemental Lease Agreement No. 3 shall be calculated on the basis of a three hundred sixty (360) day year comprised of twelve thirty (30) day months.

(xii) The payment of the June 2004 Payment Obligation shall be and shall be deemed to be paid by the Port Authority on June 1, 2004.

(xiii) The 2004 Investment Date of June 1, 2004, the amount of the June 2004 Investment and the amount of the 2004 Payment Obligation that is incurred after the June 2004 Investment shall be recorded by the Port Authority on the 2004 Investment/Payment Grid attached to Supplemental Lease Agreement No. 3 as Exhibit S and forming a part of Supplemental Lease Agreement No. 3 for such purpose.

(xiv) The date and amount of the payment of the 2004 Payment Obligation made by the Lessee pursuant to the terms of Section 2.3 (v) of Supplemental Lease Agreement No. 1, as amended, supplemented and restated, and the amount of the 2004 Payment Obligation, if any, remaining after each such payment, shall be recorded by the Port Authority on the 2004 Investment/Payment Grid attached to Supplemental Lease Agreement No. 3 as Exhibit S and forming a part of Supplemental Lease Agreement No. 3 for such purpose.

(xv) Upon demand by the Lessee on any Business Day during the term of this Agreement, the Port Authority will furnish to the Lessee no later than the following Business Day a current copy of the 2004 Investment/Payment Grid, certified by the Port Authority to be a true and correct copy."

3. ***Amendment of Article III:***

Article III of Supplemental Lease Agreement No. 1, as amended, supplemented and restated by Supplemental Lease Agreement No. 2, shall be further amended by inserting the following new Section 3.3 immediately after Section 3.2 thereof to read as follows:

"3.3 *Conditions Precedent to Payment of the June 2004 Investment*

(i) The obligation of the Port Authority under Section 2.1 of this Agreement to pay the June 2004 Investment shall be subject to *(i)* the delivery of the Notice of June 2004 Investment and (ii) the effectiveness of Supplemental Lease Agreement No. 3 in accordance with Paragraph 8 of Supplemental Lease Agreement No. 3.

(ii) The delivery of the Notice of June 2004 Investment shall be deemed to be a continuing representation and warranty by the Lessee that, except for any Lock Box Events and the failure of the Lessee to have made the payments required to be made by the Lessee to the Port Authority on June 1, 2004 pursuant to Section 2.1 of Supplemental Lease Agreement No. 1, as amended, supplemented and restated (which failure shall be deemed to have been cured upon *(i)* the effectiveness of Supplemental Lease Agreement No. 3 in accordance with Paragraph 8 of Supplemental Lease Agreement No. 3 and *(ii)* the delivery at or before the Closing of the Notice of June 2004 Investment), no Aggregate Payment Obligation Event of Default has occurred and is continuing and the Lessee has met and will continue to take all action necessary to meet all of its obligations under the Financing Documents."

4. ***Amendment of Article IV:***

(a) Section 4.3 of Article IV of Supplemental Lease Agreement No. 1, as amended, supplement and restated by Supplemental Lease Agreement No. 2, shall be deleted in its entirety and the following new Section 4.3 shall be inserted in lieu to read as follows:

"4.3. *Use of Proceeds.* The proceeds of the Investments (including the investment earnings thereon) shall be expended solely for Completion Costs; and the proceeds of the June 2003 Additional Investment shall be expended solely for the payment of the Semi-Annual Payment Obligation due on June 1, 2003; and the proceeds of the December 2003 Additional Investment shall be expended solely for the payment of the Semi-Annual Payment Obligation due on December 1, 2003; and the proceeds of each June 2003 Semi-Annual Investment shall be expended solely for the payment of the June 2003 Semi-Annual Payment Obligation to be paid on the Investment Date for such June 2003 Semi-Annual Investment; and the proceeds of each December 2003 Semi-Annual Investment shall be expended solely for the payment of the December 2003 Semi-Annual Payment Obligation to be paid on the Investment Date for such December 2003 Semi-Annual Investment; and the proceeds of the June 2004 Investment shall be expended solely for the payment of the June 2004 Payment Obligation."

5. ***Amendment of Section 6.3:***

Section 6.3 of Supplemental Lease Agreement No. 1, as amended, supplemented and restated in Supplemental Lease Agreement No. 2, shall be further amended by deleting Section 6.3 in its entirety and by inserting the following new Section 6.3 to read as follows:

"6.3. *Default Rate.* In the event that any payment under this Agreement,

(except for a payment due with respect to the Additional Investment or the June 2004 Investment) is not made when due, interest shall be payable on such amount at the Investment Default Rate and in the event that any payment under this Agreement with respect to the Additional Investment or the June 2004 Investment is not made when due, interest shall be payable on such amount at the Additional Investment Default Rate."

6. ***Amendment of Section 8.1:***

Section 8.1 of Article VIII of Supplemental Lease Agreement No. 1, as amended, supplemented and restated in Supplemental Lease Agreement No. 2, is hereby further amended and restated to read as follows:

"8.1. *Payment Obligation Cap.* The Payment Obligation Cap under this Agreement shall be an amount equal to the sum of (i) the Additional Investment, (ii) the June 2004 Investment and (iii) One Hundred Sixty-two Million Dollars and No Cents ($162,000,000.00); provided, however, that the Payment Obligation Cap may increase as follows:

(i) From and after a Certification by the Lessee, the Payment Obligation Cap shall increase to an amount equal to the sum of (i) the Additional Investment (ii) the June 2004 Investment and (iii)

onstituting the increase in the Payment Obligation Cap provided for in clause (iii) of the previous sentence may be expended only for the items of construction work described in Exhibit G, attached to Supplemental Lease Agreement No. 1 and made a part thereof.

(ii) In the event that the Lessee delivers the Certification, then, notwithstanding any other provisions of the Lease requiring completion of the work described in Exhibit G, the Lessee shall only be required to complete such work by December 1, 2005.

(iii) In the event that the Lessee incurs environmental remediation costs (not including any asbestos abatement costs) in excess of
ut not more than
in the aggregate which are not Environmental Costs, as and to the extent the same are the responsibility of the Port Authority pursuant to Section 42(b)(iv)(4)(B) of the Lease, and which were not caused by and did not result from Lessee's Acts, the otherwise applicable Payment Obligation Cap shall be increased by the amount of such environmental remediation costs, but in no event shall the Payment Obligation Cap exceed an amount equal to the sum of (i) the Additional Investment (ii) the June 2004 Investment and (iii)
Completion Costs
incurred by the Lessee which are not in excess of
due to the termination of the Lessee's occupancy of the Surrendered Premises as set forth in Article XVI below

and the Lessee's associated reconfiguration of the Premises shall be included in environmental remediation costs, which are not Environmental Costs, as described in the first sentence of this Section 8.1(iii)."

7. ***Additional Exhibits:***

(a) The exhibit attached hereto, marked as "Exhibit S" and entitled "2004 Investment/Payment Grid" is hereby made a part of the Lease, including without limitation Supplemental Lease Agreement No. 1, as herein amended and supplemented.

(b) The exhibit attached hereto, marked as "Exhibit T" and entitled "Notice of June 2004 Investment" is hereby made a part of the Lease, including without limitation Supplemental Lease Agreement No. 1, as herein amended and supplemented.

(c) The exhibit attached hereto, marked as "Exhibit U" is hereby made a part of the Lease, including without limitation Supplemental Lease Agreement No. 1, as herein amended and supplemented.

(d) The exhibit attached hereto, marked as "Exhibit V" and entitled "Second Supplemental Agreement to Second Leasehold Mortgage" is hereby made a part of the Lease, including without limitation Supplemental Lease Agreement No. 1, as herein amended and supplemented.

(e) The exhibit attached hereto, marked as "Exhibit W" entitled "Third Supplemental Trust Administration Agreement" is hereby made a part of the Lease, including without limitation Supplemental Lease Agreement No. 1, as herein amended and supplemented;

(f) The exhibit attached hereto and marked as "Exhibit X" is hereby made a part of the Lease, including without limitation Supplemental Lease Agreement No. 1, as herein amended and supplemented:

(g) The exhibit attached hereto and marked as "Exhibit Y" is hereby made a part of the Lease, as herein amended and supplemented.

8. ***Conditions Precedent to Effectiveness:***

The Port Authority shall have no obligations pursuant to this Supplemental Lease Agreement No. 3 and this Supplemental Lease Agreement No. 3 shall not be effective for any purpose unless the Port Authority shall have received all of the following:

(a) a certificate from a duly authorized officer of the Lessee, to the effect that (i) except for any Lock Box Events and any failure of the Lessee to pay the Aggregate Payment Obligation due on June 1, 2004 (which failure shall be deemed to have been cured upon *(i)* the effectiveness of Supplemental Lease Agreement No. 3), no events that would constitute Aggregate Payment Obligation Events of Default have occurred and are continuing and (ii) the

Lessee has met and will continue to take all action necessary to meet all of its obligations under the Financing Documents;

(b) the opinion of counsel to the Lessee as set forth in Exhibit U hereof, in connection with the execution of Supplemental Lease Agreement No. 3, the Third Supplemental Trust Administration Agreement and the Second Supplemental Agreement to Second Leasehold Mortgage;

(c) the Second Supplemental Agreement to Second Leasehold Mortgage, in substantially the form set forth in Exhibit V of Supplemental Lease Agreement No. 3, duly executed by the Lessee;

(d) evidence satisfactory to the Port Authority that the Second Supplemental Agreement to Second Leasehold Mortgage has been recorded in the appropriate office of the City Register of the City of New York;

(e) the Third Supplemental Trust Administration Agreement, in substantially the form set forth in Exhibit W of Supplemental Lease Agreement No. 3, duly executed by the Lessee and the Trustee;

(f) the letter substantially in the form set forth in Exhibit X of Supplemental Lease Agreement No. 3, duly executed by the Lessee;

(g) the Notice of June 2004 Investment; and

(h) the release substantially in the form set forth in Exhibit Y of Supplemental Lease Agreement No. 3, duly executed by the Trustee.

9. Representations and Warranties:

The Lessee represents and warrants that:

(a) The Lessee has all requisite authority to execute and perform Supplemental Lease Agreement No. 3, to incur the 2004 Payment Obligation and to carry out the transactions contemplated thereby.

(b) The execution, delivery and performance by the Lessee of Supplemental Lease Agreement No. 3 and the incurring of the 2004 Payment Obligation have been duly authorized by proper proceedings and do not violate any provision of any Law or any provision of any indenture, loan or credit agreement now in effect to which the Lessee, or any of its member entities, is a party, and, pursuant to the foregoing, Supplemental Lease Agreement No. 3 and the 2004 Payment Obligation constitute valid and legally binding obligations of the Lessee enforceable in accordance with their respective terms.

10. Adjustment to Land Area of Premises:

(a) Effective at 12:02 a.m. on February 1, 2007, in addition to the Premises heretofore let to the Lessee under the Lease, the letting of which shall continue in full force and effect, the Port Authority hereby lets to the Lessee and the Lessee hereby hires and takes from the Port Authority upon all the terms, provisions, conditions and agreements of the Lease at the Airport in the County of Queens, City and State of New York the land shown in shaded stipple and shaded stipple diagonal hatching (the "*Supplement No. 3 Additional Premises*") on page 3 of the exhibit attached hereto, hereby made a part hereof and marked "Exhibit 2.1B" (which exhibit is hereinafter called "*Exhibit 2.1B*"), together with the fixtures, improvements and other property of the Port Authority located or to be located therein, thereunder or thereon, and all structures, improvements, additions, buildings and facilities, located, constructed or installed or to be located, constructed or installed therein, thereunder or thereon, all of the foregoing to be and become a part of the Premises let under the Lease, subject to all of the terms, provisions, covenants and conditions of the Lease, for and during the balance of the term of the letting under this Lease subject to earlier termination as provided in the Lease.

(b) (1) Effective at 12:02 a.m. on February 1, 2007 (which time and date are herein referred to as the "*Tender Date*") the Lessee does by these presents grant, bargain, sell, surrender and yield up unto the Port Authority, its successors and assigns, forever, those portions of the Premises shown in horizontal dashes with cross hatching on page 3 of Exhibit 2.1B (such portions of the Premises being hereinafter called the "*Supplement No. 3 Surrendered Premises*") and the term of years with respect thereto under the Lease yet to come and by these presents does give, grant and surrender to the Port Authority, its successors and assigns, all the rights, rights of renewal, licenses, privileges and options of the Lessee granted by the Lease with respect to the Supplement No. 3 Surrendered Premises, all to the intent and purpose that the said term under the Lease and the said rights of renewal, licenses, privileges and options may be wholly merged, extinguished and determined on the Tender Date, with the same force and effect as if the said term were in and by the provisions of the Lease originally fixed to expire on the Tender Date, but the Lease and the letting thereunder shall continue in full force and effect as to the remainder of the Premises under the Lease and in accordance with all the terms and provisions thereof.

TO HAVE AND TO HOLD the same unto the Port Authority, its successors and assigns forever.

(2) The Lessee hereby covenants on behalf of itself, its successors and assigns that (a) it has not done or suffered and will not do or suffer anything whereby the Supplement No. 3 Surrendered Premises or the Lessee's leasehold therein, prior to the Tender Date (except for liens and encumbrances created pursuant to the Leasehold Mortgage and the Second Leasehold Mortgage) has been or as of the Tender Date shall be encumbered in any way whatsoever; (b) the Lessee is and will remain until the Tender Date the sole and absolute owner of the leasehold estate in the Supplement No. 3 Surrendered Premises and of the rights, rights of renewal, licenses, privileges and options granted by the Lease with respect thereto and the same are and will remain until the Tender Date free and clear of all liens and encumbrances of whatsoever nature (except for liens and encumbrances created pursuant to the Leasehold Mortgage and the Second Leasehold Mortgage) and from and after the Tender Date will be free

and clear of all liens and encumbrances of whatsoever nature; and (c) the Lessee has full right and power to make Supplemental Lease Agreement No. 3.

(3) All promises, covenants, agreements and obligations of the Lessee with respect to the Supplement No. 3 Surrendered Premises which under the provisions thereof would have matured upon the date originally fixed in the Lease for the expiration of the term thereof, or upon the termination of the Lease prior to the said date, or within a stated period after expiration or termination shall, notwithstanding such provisions, mature upon the Tender Date and shall survive the execution and delivery of this Supplement Lease Agreement No. 3.

(4) Effective as of the Tender Date, the Lessee does by these presents release and discharge the Port Authority from any and all obligations of every kind, past, present or future on the part of the Port Authority to be performed under the Lease with respect to the Supplement No. 3 Surrendered Premises. The Port Authority does by these presents release and discharge the Lessee from any and all obligations on the part of the Lessee to be performed under the Lease with respect to the Supplement No. 3 Surrendered Premises for that portion of the term from and after the Tender Date; it being understood that nothing herein contained shall release, relieve or discharge the Lessee from any liability for rentals or for other charges that may be due or become due to the Port Authority for any period or periods prior to the Tender Date, or for breach of any other obligation on the Lessee's part to be performed under the Lease for or during such period or periods or maturing pursuant to the foregoing paragraph, nor shall anything herein be deemed to release the Lessee from any liability for rentals or other charges that may be due or become due to the Port Authority for any other portion of the Premises or for breach of any other obligation on the Lessee's part to be performed under the Lease.

(c) *Substitution of Exhibit 2.1A*:

(i) Effective as of the Tender Date, Exhibit 2.1B (4 pages) attached to this Supplemental Lease Agreement No. 3 shall be substituted for Exhibit 2.1A attached to Supplemental Lease Agreement No. 1. All references in the Lease to Exhibit 2.1 (3 pages) shall be deemed to be references to Exhibit 2.1B. (4 pages).

(ii) Effective as of the Tender Date, in any instance where any other Exhibit to the Lease, including without limitation Exhibit 2.3 and Exhibit 18.1, purports to precisely depict the Premises under the Lease, such depiction shall be deemed to be modified in accordance with the addition of the Supplement No. 3 Additional Premises to the Premises under the Lease and with the surrender of the Surrendered Premises and the Supplement No. 3 Surrendered Premises to the Port Authority and the substitution of Exhibit 2.1B for Exhibit 2.1A.

(d) *Amendment of Easement Areas*:

Effective as of the Tender Date, paragraph (d) of Section 2 of the Lease is hereby amended to read as follows:

"(d) Subject only to the appropriate written concurrence of the tenants, occupants or users as set forth below in this paragraph (d), the strip of land lying along

and within the northerly boundary line of the Premises as shown in stipple-diagonal hatching, and shaded stipple-diagonal hatching on Exhibit 2.1B (Page 3 of 4), together with the corresponding contiguous strip of land lying along and within the southerly boundary of the premises commonly referred to as "Terminal 5" immediately abutting the northerly boundary line of the Premises as shown in crosshatching and dashed-crosshatching on Exhibit 2.1B (Page 3 of 4) shall be subject to a joint and mutual easement for the taxiing, push-back, tug-in, turn around and other operations of aircraft to be used jointly by the Lessee on one hand and tenants and users of Terminal 5 or by any successors in interest of either or any of them or other sublessees or others occupants or users who, pursuant to Port Authority permission, may now or in the future lease, rent, occupy or use any of said area shown in Premises as shown in crosshatching and dashed-crosshatching in detail A and detail B on Exhibit 2.1B (Page 3 of 4) or abutting and adjoining said area."

(e) At the Closing, the Lessee shall cause the Trustee to deliver to the Port Authority a release for the Supplement No. 3 Surrendered Premises in the form attached hereto as Exhibit Y.

(f) The Lessee certifies that its Employer Identification Number is 23 286 6204.

(g) The Lessee shall cooperate with the Port Authority to effect the recording of this Supplemental Lease Agreement No. 3 in the office of the Registrar of the City of New York, County of Queens, including without limitation, executing, acknowledging and/or delivering to the Port Authority from time to time within five (5) business days after request is made in writing by the Port Authority, any further instrument or instruments, and/or providing any information or documentation, that the Port Authority may request that is necessary or advisable in connection with the recordation of this Supplemental Lease Agreement No. 3 in the office of the Registrar of the City of New York, County of Queens.

(h) Further, the Lessee shall cooperate with the Port Authority and the Trustee to effect the recording of the release, to be executed contemporaneously with this Supplemental Lease Agreement No. 3 in the form attached hereto as Exhibit V, in the office of the Registrar of the City of New York, County of Queens, including without limitation, executing, acknowledging and/or delivering to the Port Authority from time to time within five (5) business days after request is made in writing by the Port Authority, any further instrument or instruments, and/or providing any information or documentation, that the Port Authority may request that is necessary or advisable in connection with the recordation of such release in the office of the Registrar of the City of New York, County of Queens.

11. ***February 1, 2007 Adjustment to Base Rental Amount:***

In connection with the adjustments to the Premises set forth in paragraph 10 above, effective as of February 1, 2007, the Base Rental Amount for that portion of the 2007 Annual Period from February 1, 2007 to December 31, 2007, both dates inclusive, shall be

shall be used for determination of the Base

Rental Amount in the 2008 Annual Period and future Annual Periods thereafter in accordance with the definition of Base Rental Amount set forth in the Lease as if such Base Rental Amount had been in effect for the entire 2007 Annual Period.

12. ***Certain Amendments with Respect to Subordinated Fundings:***

Effective as of January 1, 2004, the following new paragraph (j) shall be inserted at the end of Subdivision I of Section 8 of the Lease to read as follows:

"(j) (i) The Lessee in executing Supplemental Lease Agreement No. 3 certifies that the amount of the December 2004 Available Funds was However, such certification by the Lessee shall not mean or imply that the Port Authority agrees that the amount of the December 2004 Available Funds was

(ii) With respect to the Lessee's 2004 Fiscal Year and 2005 Fiscal Year, the Annual Audited Financial Statements for the Lessee's 2005 Fiscal Year (with comparative figures for each line item and related footnotes for the Lessee's 2004 Fiscal Year) shall be delivered to the Port Authority on or before April 30, 2007.

13. ***Amendment of Section 44 of the Lease:***

The following amendments shall be made to Section 44 of the Lease entitled "Retail Sublessees":

(a) Subparagraph (i) of paragraph (d) of Section 44 of the Lease shall be amended by deleting item (2) thereof in its entirety and by inserting the following new item (2) in lieu thereof:

"(2) subject to the terms and conditions of subparagraph (vi) of this paragraph (d), pay telephones, pre-paid phone cards, public facsimile transmission machines and other public communications services, including without limitation, all voice and data communications services and facilities, whether wired or wireless and whether within licensed or unlicensed frequency allocations (including but not limited to the technology known as "Wi-Fi"), and also including all Port Authority-owned or operated information and communications technology infrastructure for common Airport use, provided that the Lessee shall retain the right to control only the location within the Premises of telephones, phone banks, phone kiosks, public facsimile transmission machines and other public communications services (e.g., internet kiosks), and the right to deny, upon reasonable grounds, the placement of a particular pay phone facility, public facsimile transmission machine or internet kiosk."

(b) The following new subparagraph (vi) shall be inserted immediately after subparagraph (v) of paragraph (d) of Section 44 to read as follows:

"(vi) The Lessee has heretofore entered into a space permit with Emirates commencing on January 1, 2005 and expiring on December 31, 2011, a space permit with Virgin Atlantic Airways Ltd. commencing on February 1, 2004 and expiring on January

31, 2014, provided that such space permit shall not become a Subuse Agreement as hereinafter defined until it has been consented to in writing by the Port Authority, a space permit with Swiss International Air Lines Ltd commencing on January 1, 2003 and expiring on December 31, 2008, a sublease agreement with Air India dated December 22, 2000 and expiring on May 31, 2008, a sublease agreement with El Al Israel Airlines Ltd dated May 26, 2000 and expiring on May 31, 2008, a sublease agreement with KLM Royal Dutch Airlines dated March 20, 2000 and expiring May 31, 2008 and a sublease agreement with Varig S. A. dated December 15, 2000 and expiring on May 31, 2008 (each of the foregoing agreements being referred to herein as a '*Subuse Agreement*'). Notwithstanding anything to the contrary in subparagraph (i)(2) of this paragraph (d), prior to the earlier of the expiration date set forth above, without extension, of a given Subuse Agreement or the earlier termination of such Subuse Agreement, the installation, provision and operation of wireless internet service in lounge areas covered by such Subuse Agreement shall not be a Reserved Use provided that such lounge area is not accessible to the general public, nor accessible to all of the customers of the Aircraft Operator operating under said Subuse Agreement and that such wireless internet service is provided to the customers of such Aircraft Operator without charge, it being understood and agreed that immediately upon the earliest to occur of (1) the expiration date set forth above, without extension, of such Subuse Agreement, (2) the earlier termination of such Subuse Agreement, (3) the date that any charge, fee or other consideration shall be imposed on the user of such wireless internet service or (4) the date that such lounge space shall be accessible by the general public or by all customers of such Aircraft Operator, the installation, provision and operation of wireless internet service in such lounge area shall be and become a Reserved Use and shall be subject to all of the terms and conditions of this Lease relating to Reserved Uses."

14. ***Basic Lease Amendments:***

Section 1 of the Lease is hereby amended as follows:

(a) The definition of "*Airport*" is hereby amended to read as follows:

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

(b) The definition of "*Basic Lease*" is hereby amended to read as follows:

" 'Basic Lease' shall mean the Amended and Restated Agreement of Lease of the Municipal Air Terminals between The City of New York, as Landlord, and The Port Authority of New York and New Jersey, as Tenant, dated as of November 24, 2004 and recorded in the office of the City Register of the City on December 3, 2004

under City Register File No. 2004000748687, as the same may have been or may be amended or supplemented."

15. ***General Airport Agreement Amendments:***

Effective as of January 1, 2004, the following amendments shall be made to the Lease in recognition that the JFK Flight Fee Agreements, as hereinafter defined, became effective and replaced the General Airport Agreement (except as to certain provisions thereof covering the aviation fuel system at the Airport) as of January 1, 2004.

(a) Section 1 of the Lease shall be amended as follows:

(1) The definition of "*General Airport Agreement*" shall be amended by inserting the following phrase after the term "Airport" and before the period appearing at the end thereof.

", as the same have been extended by the Standstill Agreements"

(2) The definition of "*Public Aircraft Facilities*" shall be amended to read as follows:

" '*Public Aircraft Facilities*' shall mean the following facilities, as they may from time to time be provided and maintained by the Port Authority at the Airport for public and common use, including use by Civil Aircraft Operators, for the following purposes and which (except by reason of force majeure as provided in the General Airport Agreement) are usable for such purposes whether or not they are used or usable in whole or in part:

(i) Public Aircraft Parking and Storage Space; and

(ii) Public Ramp and Apron Area; and

(iii) Runways; and

(iv) Taxiways; and

(v) Facilities Incidental to the Runways, Ramp and Apron Area, Aircraft Parking and Storage Area and Taxiways."

(3) The definition of "*Public Ramp and Apron Area*" shall be amended to read as follows:

" '*Public Ramp and Apron Area*' shall mean the space for public and common use for the loading or unloading of passengers, baggage, cargo, mail and supplies to or from Aircraft, for the purpose of servicing Aircraft with fuel and lubricants, for the purpose of performing the operations commonly known as 'ramp service,' and for the purpose of performing inspection, minor maintenance and other services upon or in connection with

Aircraft incidental to performing 'ramp service," and for the purpose of parking of mobile equipment actively used in connection with such operations."

(4) The definition of "*Runways*" shall be amended to read as follows:

" 'Runways' shall mean runways (including aerial approaches) at the Airport used for the purpose of the landing and taking-off of Aircraft."

(5) The definition of "*Taxiways*" shall be amended to read as follows:

" 'Taxiways' shall mean taxiways at the Airport for the purpose of the ground movement of Aircraft to, from and between the Runways, the Public Ramp and Apron Area, the Public Aircraft Parking and Storage Space and other portions of the Airport (not including, however, any taxilanes, the exclusive use of which is granted to the Lessee or any other Person by lease, permit or otherwise)."

(6) The definition of "*Underground Fuel System*" shall be amended to read as follows:

" 'Underground Fuel System'" shall have the meaning set forth in the Airport Fueling Agreements."

(b) Section 1 of the Lease is hereby supplemented by inserting each of the following definitions, along with its respective meaning, in the appropriate alphabetical location thereof:

"Aircraft" shall mean airplanes, helicopters and every other contrivance now or hereafter used for the navigation of or flight in air or space.

"Airport Fueling Agreements" shall mean the General Airport Agreement and any other agreements covering aircraft fueling at the Airport which are contemplated by the Airport Fueling Agreements, it being understood and agreed that the term "Airport Fueling Agreements" shall continue to include the General Airport Agreement upon the expiration thereof as the same may continue to be operative, and shall also include the New Airport Fueling Agreements.

"JFK Flight Fees Agreements" shall mean the agreements designated therein as the JFK Flight Fees Agreement effective as of January 1, 2004 entered into between the Port Authority and various airlines operating at the Airport covering the payment of flight fees at the Airport and other matters covered therein.

"New Airport Fueling Agreements" shall mean such of the separate agreement or agreements if and when entered into by the Port Authority and airlines operating at the Airport which would cover the operations of the Airport Fuel Storage and Distribution System in replacement of the aviation fuel provisions of the General Airport Agreement.

"Standstill Agreements" shall mean the certain agreements entered into between the Port Authority and certain Aircraft Operators at the Airport covering the extension of the General Airport Agreement through March 31, 2004 together with certain agreements entered into between the Port Authority and certain Aircraft Operators at the Airport covering the extension of the General Airport Agreement through September 30, 2004, or through such later date as may thereafter be agreed upon by extension, restatement or modification of such agreement, with the extension of the fuel fee provisions of the General Airport Agreement extended through December 31, 2004, or through such later date as may thereafter be agreed upon by extension, restatement or modification of such agreement.

"Subuse Agreement" shall have the meaning given thereto in Section 44(d)(vi) of the Lease, as amended by Supplemental Lease Agreement No. 3."

(c) Section 58 of the Lease entitled "Future Airport Transportation Facilities and Operations Use of Portions of the Premises" shall be amended by inserting the phrase, "or the JFK Flight Fees Agreements, as applicable," immediately after the word "Agreement" and before the word "for" appearing in the sixth (6th) line of paragraph (d) thereof, and immediately after the word "Agreement" and before the word "and" appearing in the seventh (7th) line of paragraph (d) thereof, and immediately after the word "Agreement" and before the period appearing at the end of paragraph (d) thereof.

(d) Section 59 of the Lease entitled "Restrictions on Use of Passenger Terminal Frontage Roadways - Use of Airport Taxi Dispatchers and Roadway Frontage Management" shall be amended by inserting the phrase, "or the JFK Flight Fees Agreements, as applicable," immediately after the word "Agreement" and before the word "and" appearing in the seventh (7th) to the last line of paragraph (b) thereof and immediately after the word "Agreement" and before the period appearing at the end of paragraph (b) thereof.

(e) Section 74 of the Lease entitled "General Airport Agreement" is hereby amended effective as of January 1, 2004 to read as follows:

"Section 74. General Airport Agreement:

(a) It is recognized that as of January 1, 2004 the JFK Flight Fees Agreements and the principles and formulae set forth therein for the calculation of flight fees, including the costs recovery accounting principles, have by agreement between the Port Authority and various Aircraft Operators become the basis for determining flight fees payable by various Aircraft Operators at the Airport who are the actual signatories to JFK Flight Fees Agreements. In the event of the expiration and non-extension or non-renewal of the JFK Flight Fees Agreement, the same formula, accounting principles and costs recovery methodology now set forth in the JFK Flight Fees Agreements for the calculation of flight fees shall continue to be utilized for the calculation of flight fees at the Airport for the Sublessees until such time as the JFK Flight Fees Agreements are formally replaced by a new agreement or agreements or by a new policy or policies. The Port Authority has advised the Lessee that it is the intention of the Port Authority that with respect to the formulae, accounting principles and the costs recovery methodology

for the calculation of flight fees upon the expiration and non-extension or non-renewal of the JFK Flight Fees Agreements all Aircraft Operators at the Airport which are similarly situated will be treated in a similar manner.

(b) The parties hereto agree that in the event any provisions contained in a Sublessee's JFK Flight Fees Agreement conflict with any one or more provisions of this Lease, the provisions this Lease shall control with respect to all areas and subject matters covered by this Lease, except only as to a Sublessee's operations on the Public Aircraft Facilities at the Airport and to the extent that any of the provisions of this Lease conflict with the provisions of a Sublessee's JFK Flight Fees Agreement concerning the rights and obligations as to operations on the Public Aircraft Facilities at the Airport, the Sublessee's JFK Flight Fees Agreement shall control with respect to rights and obligations as to operations of the Public Aircraft Facilities at the Airport."

16. ***Amendment of the Definition of Defaulted Payments:***

The definition of "Defaulted Payments" appearing in paragraph (k) of Section 23 of the Lease shall be amended by inserting the phrase "or the Aggregate Payment Obligation" immediately after the word "Rental" and immediately before the comma appearing in clause (x) appearing in the 23rd line of said paragraph (k).

17. ***Non-liability of Individuals; Limitations on Recourse:***

(a) Notwithstanding any other provision of this Supplemental Lease Agreement No. 3 to the contrary, no (a) Commissioner, director, employee, committee member, manager, managing director, officer, agent, representative nor any (b) owner, shareholder, member, partner, controlling person, principal or ultimate beneficial owner, in each case whether direct or indirect, of the Port Authority or of the Lessee, or any Affiliate of the Port Authority or of the Lessee, shall be charged personally or held contractually liable by or to the other party, or any third-party beneficiary hereof, under, or in connection with, any term or provision of this Supplemental Lease Agreement No. 3 or of any supplement, modification or amendment to this Supplemental Lease Agreement No. 3 or because of any breach thereof, or because of its or their execution or attempted execution.

(b) Notwithstanding any other provision of this Supplemental Lease Agreement No. 3 to the contrary, and as a material consideration for the Lessee's entry into this Supplemental Lease Agreement No. 3, it is acknowledged and agreed that (a) neither the Port Authority nor any of its successors or assigns, nor any third-party beneficiary hereof, shall have any recourse or shall make any claim under or in connection with this Supplemental Lease Agreement No. 3, against (1) any member of the Lessee, (2) any of the Affiliates of the Lessee or of any such member, or (3) any (A) officer, committee member, director, manager, managing director, employee, agent, representative or (B) owner, shareholder, member, partner, principal, controlling person or ultimate beneficial owner, in each case whether direct or indirect, of any of the persons mentioned in clauses (1) or (2) above, under, or in connection with, this Supplemental Lease Agreement No. 3 and the sole recourse of the Port Authority and its successors and assigns, and any third-party beneficiary hereof, shall be against the Lessee's

assets irrespective of any failure of the Lessee to comply with applicable law or any provision of this Supplemental Lease Agreement No. 3, and (b) neither the Port Authority nor any of its successors or assigns, nor any third-party beneficiary hereof, shall be subrogated, or have any right of subrogation, to any claim of the Lessee for any capital contributions to the Lessee from any member of the Lessee. The acknowledgments and agreements set forth in this paragraph 17(b) are made expressly for the benefit of the persons referred to in clauses (1), (2), and (3) above, individually or collectively.

(c) For the purposes of this paragraph, the protections afforded to the Lessee and its related persons or entities under this paragraph 17 shall also apply to and be deemed to protect (a) the Trustee and any successor to the Lessee as may be permitted pursuant to the Lease and (b) any (1) officer, committee member, director, manager, managing director, employee, agent or representative or (2) controlling person, shareholder, member, partner, principal or ultimate beneficial owner, in each case whether direct or indirect, of any of the persons mentioned in clause (a) of this paragraph 17(c) in respect of any obligations hereunder.

18. Beneficial Parties:

This Supplemental Lease Agreement No. 3 is made solely for the benefit of the Port Authority and the Lessee and no other person or entity (including, without limitation the Bond Insurer and the Trustee) shall have any right, benefit or interest under or because of the existence of this Supplemental Lease Agreement No. 3.

19. Counterparts:

This Supplemental Lease Agreement No. 3 may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument and any of the parties hereto may execute this Supplemental Lease Agreement No. 3 by signing any such counterpart.

20. Continuing Effectiveness:

As hereby amended, all the terms, covenants, provisions, conditions and agreements of the Lease shall be and remain in full force and effect.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Lease Agreement No. 3 to be signed by their duly authorized officers as of the date first written above.

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By _____
DAVID KAGAN

(Title) ASSISTANT DIRECTOR

(Seal)

JFK INTERNATIONAL AIR TERMINAL LLC

By _____

Name: Steven B. Callahan
(Title) Duly Authorized Delegate of Jacques R. J. Greiteman, Executive Committee Member

JFK INTERNATIONAL AIR TERMINAL LLC

By _____

Name: David A. Sigman
(Title) Executive Committee Member

JFK INTERNATIONAL AIR TERMINAL LLC

By _____

Name: Christopher McKenna
(Title) Executive Committee Member

APPROVED
FORM
TERMS

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Lease Agreement No. 3 to be signed by their duly authorized officers as of the date first written above.

ATTEST:

_____
Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By_____

(Title)_____

(Seal)

ATTEST:

_____
Secretary

JFK INTERNATIONAL AIR TERMINAL LLC

By_____

Name: Steven B. Callahan
(Title) Duly Authorized Delegate of Jacques R. J. Greitemann, Executive Committee Member

ATTEST:

_____
Secretary

JFK INTERNATIONAL AIR TERMINAL LLC

By_____

Name: David A. Sigman
(Title) Executive Committee Member

ATTEST:

_____
Secretary

JFK INTERNATIONAL AIR TERMINAL LLC

By_____

Name: Christopher McKenna
(Title) Executive Committee Member

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Lease Agreement No. 3 to be signed by their duly authorized officers as of the date first written above.

ATTEST:

_____
Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By_____

(Title)_____

(Seal)

ATTEST:

_____
Secretary

JFK INTERNATIONAL AIR TERMINAL LLC

By_____
David A. Sigman

(Title) Executive Committee Member

ATTEST:

_____
Secretary

JFK INTERNATIONAL AIR TERMINAL LLC

By_____

(Title) Executive Committee Member

ATTEST:

_____
Secretary

JFK INTERNATIONAL AIR TERMINAL LLC

By_____

(Title) Executive Committee Member

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Lease Agreement No. 3 to be signed by their duly authorized officers as of the date first written above.

ATTEST:

_____
Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By_____

(Title)_____

(Seal)

ATTEST:

_____
Secretary

JFK INTERNATIONAL AIR TERMINAL LLC

By_____

(Title) Executive Committee Member

ATTEST:

Secretary

JFK INTERNATIONAL AIR TERMINAL LLC

By_____
Christopher McKenna

(Title) Executive Committee Member

ATTEST:

_____
Secretary

JFK INTERNATIONAL AIR TERMINAL LLC

By_____

(Title) Executive Committee Member

FOR THE PORT AUTHORITY

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

On the 6th day of December in the year 2006, 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 SEAL
(notarial seal and stamp)

PEGGY M. SPINELLI
Notary Public, State of New York
No. 01SP6057870
Qualified in New York County
Commission Expires April 30, 2008

FOR THE LESSEE

SEAL

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

On the day of December in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared Steven B. Callahan, 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.

SEAL

_____
(notarial seal and stamp)

FOR THE LESSEE

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

On the 5th day of December in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared Steven B. Callahan personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Duly Authorized Delegate of Jacques R. J. Greitemann, Executive Committee Member of the Lessee, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

SEAL

Ronald T. LoRusso
(notarial seal and stamp)

RONALD T. LORUSSO
Notary Public, State of New York
No. 02LO6142304
Qualified in New York County
Commission Expires March 15, 2010

SEAL

SEAL

FOR THE PORT AUTHORITY

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

On the day of in the year 2006, 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.

(notarial seal and stamp)

FOR THE LESSEE

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

On the 30th day of NOVEMBER in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared, DAVID A. SIGMAN 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.

SEAL

ROSA BARONE
NOTARY PUBLIC, State of New York
Reg. No. 01BA6117501
Qualified New York County
My Commission Expires October 25, 2008

SEAL

Rosa Barone
(notarial seal and stamp)

SEAL

FOR THE LESSEE

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

On the 5th day of December in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared, Christopher McKenn 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.

Maribel Ruiz SEAL

MARIBEL RUIZ
Notary Public, State of New York
No. 01RU6081733
Qualified in County of New York
Commission Expires October 8, 20[illegible]

FOR THE LESSEE

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

SEAL

On the day of in the year 2006, 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.

_____
(notarial seal and stamp)

EXMEPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

Final Dated December 6, 2006

EXHIBIT S

2004 Investment/Payment Grid

2004 Investment Date	June 2004 Investment/2004 Payment Obligation Paid	2004 Payment Obligation	Notation Made By

EXHIBIT T

NOTICE OF JUNE 2004 INVESTMENT

Date of Notice: As of June 1, 2004

Investment Date: June 1, 2004

The Amount of the June 2004 Investment: $5,210,039.58

To: The Port Authority of New York and New Jersey
225 Park Avenue South, 12th Floor
New York, New York 10003

Attention: Treasurer

JFK International Air Terminal LLC (the "*Lessee*") and the Port Authority of New York and New Jersey (the "*Port Authority*") have heretofore entered into that certain agreement of lease made effective as of May 13, 1997 and bearing Port Authority Lease No. AYC-685 covering the development, construction and operation of Terminal 4 at John F. Kennedy International Airport (hereinafter "*Lease AYC-685*") and a Supplemental Lease Agreement No. 1 to Lease AYC-685 (hereinafter "*Supplemental Lease Agreement No. 1*") dated as of August 10, 2001, which Supplemental Lease Agreement No. 1 was amended, supplemented and restated in part by the Lessee and the Port Authority in Supplemental Lease Agreement No. 2 dated as of December 20, 2002 (hereinafter "*Supplemental Lease Agreement No. 2*"). Further, the Port Authority and the Lessee have heretofore entered into Supplemental Lease Agreement No. 3 to Lease AYC-685 dated as of January 1, 2004 (hereinafter "*Supplemental Lease Agreement No. 3*"), relating in part to the June 2004 Payment Obligation and the June 2004 Investment (such terms having the meanings ascribed to such terms in or pursuant to Supplemental Lease Agreement No. 3). Pursuant to Supplemental Lease Agreement No. 3, the Lessee requests that the Port Authority pay the June 2004 Investment, which obligation is to be incurred by the Lessee in the amount of the June 2004 Investment set forth above and on June 1, 2004.

Payment of the June 2004 Investment set forth above shall be made by the Port Authority to the Port Authority as of June 1, 2004 in accordance with the terms of Supplemental Lease Agreement No. 3 and paid directly by the Port Authority and applied to the payment of the June 2004 Payment Obligation payable by the Lessee on June 1, 2004.

(I) The Lessee hereby represents and warrants that:

(a) except for any Lock Box Event described in Section II of this Notice of June 2004 Investment, none of the Aggregate Payment Obligation Events of Default as defined in Supplemental Lease Agreement No. 1 and Supplemental Lease Agreement No. 2 have occurred and are continuing;

(b) except for any Lock Box Event described in Section II of this Notice of June 2004 Investment, the Lessee has met and will continue to take all action necessary to meet all its obligations under the Financing Documents;

(c) Lease AYC-685, as amended and supplemented, and the Second Leasehold Mortgage as amended and supplemented are in full force and effect;

(d) the June 2004 Investment shall be used to pay for the June 2004 Payment Obligation due to the Port Authority on June 1, 2004; and

(e) the undersigned is authorized by the Lessee to provide this Notice of June 2004 Investment to the Port Authority.

(II) The Lessee hereby certifies that the following Lock Box Event(s) has/have occurred and are continuing on June 1, 2004 [indicate Lock Box Event(s) or insert the word "NONE"]:

_____

_____

The delivery of this Notice of June 2004 Investment shall be deemed to be a continuing representation and warranty by the Lessee as to the matters set forth in Sections I and II, inclusive, of the immediately preceding paragraph.

JFK INTERNATIONAL AIR TERMINAL LLC

By:_____

Name: Jacques R. J. Greitemann
Title: Executive Committee Member

By:_____

Name: David A. Sigman
Title: Executive Committee Member

By:_____

Name: Christopher McKenna
Title: Executive Committee Member

EXHIBIT U

[Debevoise & Plimpton Headed Paper]

December 6, 2006

Board of Commissioners
The Port Authority of New York
and New Jersey

The Bank of New York, as Trustee

MBIA Insurance Corporation

Ladies and Gentlemen:

We have acted as special counsel to JFK International Air Terminal LLC, a New York limited liability company (the "*Company*"), in connection with *(a)* the Supplemental Lease Agreement No. 1 (the "*Supplemental Lease Agreement No. 1*"), dated as of August 10, 2001, between the Company and The Port Authority of New York and New Jersey (the "*Port Authority*"), *(b)* the Supplemental Lease Agreement No. 2 (the "*Supplemental Lease Agreement No. 2*"), dated as of December 20, 2002, between the Company and the Port Authority *(c)* the Supplemental Lease Agreement No. 3 (the "*Supplemental Lease Agreement No. 3*"), dated as of January 1, 2004, between the Company and the Port Authority, *(d)* the First Supplemental Trust Administration Agreement (the "*First Supplemental Trust Administration Agreement*"), dated as of August 10, 2001, between the Company and The Bank of New York, as trustee (the "*Trustee*"), *(e)* the Second Supplemental Trust Administration Agreement (the "*Second Supplemental Trust Administration Agreement*"), dated as of December 20, 2002, between the Company and the Trustee, *(f)* the Third Supplemental Trust Administration Agreement (the "*Third Supplemental Trust Administration Agreement*"), dated as of January 1, 2004 between the Company and the Trustee, *(g)* the Second Leasehold Mortgage (the "*Second Leasehold Mortgage*"), dated as of August 10, 2001, between the Company and the Port Authority, *(h)* the First Supplemental Agreement to the Second Leasehold Mortgage (the "*First Supplemental Agreement to Second Leasehold Mortgage*"), dated as of December 20, 2002 and *(i)* the Second Supplemental Agreement to Second Leasehold Mortgage (the "*Second Supplemental Agreement to the Second Leasehold Mortgage*"), dated as of May 31, 2004, between the Company and the Port Authority.

This opinion is being delivered to you pursuant to paragraph 8(b) of the Supplemental Lease Agreement No. 3. Capitalized terms not otherwise defined shall have the respective meanings given to such terms in the Supplemental Lease Agreement No. 1, Supplemental Lease Agreement No. 2 and Supplemental Lease Agreement No. 3.

In arriving at the opinions expressed below,

(a) we have reviewed (i) the (A) Supplemental Lease Agreement No. 3, (B) Third Supplemental Trust Administration Agreement, and (C) Second Supplemental Agreement to Second Leasehold Mortgage (collectively the "*2004 Transactional Documents*") and (ii) the MBIA Consent letter, dated December 6, 2006, from MBIA Insurance Corporation to the Trustee and the Port Authority (the "*MBIA Consent Letter*"), the Lease, the Leasehold Mortgage, the Trust Administration Agreement, the Supplemental Lease Agreement No. 1, the Second Leasehold Mortgage, the First Supplemental Trust Administration Agreement, the Supplemental Lease Agreement No. 2, the First Supplemental Agreement to Second Leasehold Mortgage, the Second Supplemental Trust Administration Agreement and the Port Authority Financing Consent and Agreement;

(b) we have examined and relied on such documents and records of the Company and such other instruments and certificates of (i) public officials, and (ii) officers and representatives of the Company, including the Officer Certificate of the Company (delivered pursuant to paragraph 8(a) of Supplemental Lease Agreement No. 3), as we have deemed necessary or appropriate for the purposes of this opinion;

(c) we have examined and relied upon the representations and warranties as to factual matters contained in or made pursuant to the 2004 Transactional Documents; and

(d) we have made such investigations of law, as we have deemed appropriate as a basis for this opinion.

In rendering the opinions expressed below, we have assumed, with your permission, without independent investigation or inquiry, (a) the authenticity of all documents submitted to us as originals, (b) the genuineness of all signatures (other than that of the Company) on all documents that we examined, (c) the conformity to authentic originals of documents submitted to us as certified, conformed or photostatic copies, and (d) the due authorization, execution and delivery of the 2004 Transactional Documents by each party to each such agreement (other than the Company).

Based upon and subject to the foregoing and the qualifications hereinafter set forth, we are of the opinion that:

(1) Existence. The Company is validly existing as a limited liability company under the laws of the State of New York.

(2) Power and Authority of Company, etc. The Company has all requisite power under New York law to execute, deliver and perform the 2004 Transactional Documents. The Company has taken all action required under New York law and its Amended and Restated Operating Agreement, dated December 16, 1996, among LCOR JFK Airport, L.L.C., Schiphol USA Inc., and Lehman JFK LLC (as the same may have been amended from time to time) for the authorization, execution, delivery and performance of the 2004 Transactional Documents.

(3) Enforceability, etc. Each of the 2004 Transactional Documents has been duly executed and delivered on behalf of the Company and, subject to the satisfaction of the condition precedent set forth in paragraph 8(d) of Supplemental Lease Agreement No. 3, constitutes a valid and binding obligation of the Company enforceable against the Company in accordance with its terms.

(4) No Violation, etc. The execution, delivery and performance by the Company of the 2004 Transactional Documents do not (i) violate any Federal or New York State law or regulation applicable to the Company, or (ii) constitute a breach of, or result in a default under, the provisions of any material agreement or other material instrument known to us to which the Company is a party or to which any of its properties is subject.

(5) The Trustee. Pursuant to the Financing Documents (as defined in the Trust Administration Agreement, as amended), and the MBIA Consent Letter, the Trustee is authorized to execute the Third Supplemental Trust Administration Agreement.

* * *

Our opinions set forth above are subject to (i) bankruptcy, insolvency, fraudulent conveyance, fraudulent transfer, reorganization, moratorium and other similar laws relating to or affecting creditors' rights or remedies generally, (ii) general equitable principles (whether considered in a proceeding in equity or at law) and (iii) an implied covenant of good faith, reasonableness and fair dealing. In addition, applicable state laws and interpretations may affect the validity or enforceability of certain remedies provided for in the 2004 Transactional Documents, but such limitations do not, in our opinion, make the remedies provided for therein inadequate for the practical realization of the rights and benefits intended to be provided thereby (subject to the other qualifications expressed herein).

We express no opinion as to the laws of any jurisdiction other than the laws of the State of New York and those Federal laws of the United States of America which, in our experience, are generally applicable to transactions of this type. We have assumed, with your permission, that the execution and delivery of the 2004 Transactional Documents by

each party to each such agreement (other than the Company) and the performance of such party's obligations thereunder will not violate any fundamental public policy under applicable law (other than the laws of the State of New York and Federal laws of the United States of America).

* * *

The opinions expressed herein are solely for your benefit and, without our prior consent, neither our opinion nor this opinion letter may be furnished or disclosed to or relied upon by any other person.

Very truly yours,

EXHIBIT V

SECOND SUPPLEMENTAL AGREEMENT TO
SECOND LEASEHOLD MORTGAGE

between

JFK INTERNATIONAL AIR TERMINAL LLC,
a New York limited liability company

as Mortgagor

and

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

as Mortgagee

Dated as of May 31, 2004

County of Queens
City of New York
John F. Kennedy International Airport
Block 14260, Lot 1

Record and Return to:

Real Estate, Leases and Environmental Law Division
Law Department
Port Authority of New York and New Jersey
225 Park Avenue South, 14th Floor
New York, NY 10003
Attention: Shirley A. Ripullone, Esq.

SECOND SUPPLEMENTAL AGREEMENT
TO SECOND LEASEHOLD MORTGAGE

THIS SECOND SUPPLEMENTAL AGREEMENT TO SECOND LEASEHOLD MORTGAGE (hereinafter called the "*Second Supplemental Agreement*"), dated as of May 31, 2004 by JFK INTERNATIONAL AIR TERMINAL LLC, a limited liability company organized under the laws of the State of New York, having an office and place of business at John F. Kennedy International Airport (Terminal 4), Room 161.022, Jamaica, NY 11430 (together with its permitted transferees and assigns being hereinafter called the "*Mortgagor*") in favor of THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (together with its permitted transferees and assigns being hereinafter called the "*Port Authority*" or the "*Mortgagee*"), a body corporate and politic created by Compact between the States of New York and New Jersey with the consent of the Congress of the United States of America and having an office and place of business at 225 Park Avenue South, New York, New York 10003.

WITNESSETH:

WHEREAS, the Mortgagor has agreed to develop and operate an air passenger terminal facility at John F. Kennedy International Airport, Jamaica, New York, pursuant to a lease made effective as of May 13, 1997, bearing Port Authority File No. AYC-685 (hereinafter as the same has been and may hereafter be amended and supplemented called the "*Lease*"), by and between the Mortgagee, as lessor, and the Mortgagor, as lessee, a memorandum of which was recorded contemporaneously therewith in the office of the Registrar of the City of New York, County of Queens, in reel 4588 page 1125; and

WHEREAS, the Mortgagor and The Bank of New York, as Trustee in favor of Bondholders (hereinafter called the "*First Mortgagee*"), are parties to a first leasehold mortgage dated as of May 13, 1997 (hereinafter as the same has been and may hereafter be amended and supplemented called the "*First Leasehold Mortgage*") wherein and whereby the Mortgagor agreed to grant a mortgage of all of its leasehold interest under the Lease to The Bank of New York, for the benefit of the Bondholders, which First Leasehold Mortgage was recorded on May 13, 1997 in the office of the Register of the City of New York, County of Queens, in reel 4588 page 1142; and

WHEREAS, the First Mortgagee has, at the request of the Lessee, executed and delivered that certain Partial Release of Leasehold Mortgage as of August 13, 2001 covering the release of a portion of the mortgaged property under the First Leasehold Mortgage which was recorded on September 18, 2001 in the office of the Registrar of the City of New York, County of Queens, in reel 6014 page 653, and has executed that certain Amended and Restated Partial Release of Mortgaged Premises

dated as of August 31, 2001 covering the clarification of the location of the released mortgaged property which was recorded on October 29, 2001 in the office of the Registrar of the City of New York, County of Queens, in reel 6060 page 1138; and

WHEREAS, the Mortgagor and the Mortgagee are parties to that certain Supplemental Lease Agreement No. 1 (hereinafter "*Supplemental Lease Agreement No. 1*") to the Lease, dated as of August 10, 2001, covering, among other matters, the payment by the Mortgagor to the Mortgagee of the Aggregate Payment Obligation as defined therein; and

WHEREAS, the Mortgagor and the Mortgagee entered into a second leasehold mortgage dated as of August 10, 2001 (which second leasehold mortgage as amended by the First Supplemental Agreement and this Second Supplemental Agreement, as hereinafter defined, is hereinafter called the "*Second Leasehold Mortgage*") wherein and whereby the Mortgagor agreed to grant a mortgage of all of its leasehold interest under the Lease to the Mortgagee (the "*Mortgaged Property*"), subject to the First Leasehold Mortgage, to secure the payment of the Aggregate Payment Obligation, as such term is defined in Supplemental Lease Agreement No. 1, as amended and supplemented, by the Lessee, subordinate only to the First Leasehold Mortgage, and on such basis the Mortgagor granted a mortgage of all of its leasehold interest under the Lease to the Mortgagee, which Second Leasehold Mortgage was recorded on September 18, 2001 in the office of the Register of the City of New York, County of Queens, in reel 6014 page 662; and

WHEREAS, the Mortgagor and the Mortgagee have heretofore entered into that certain Supplemental Lease Agreement No. 2 (hereinafter "*Supplement Lease Agreement No. 2*") to the Lease covering the Additional Payment Obligation, the June 2003 Semi-Annual Payment Obligation, the December 2003 Semi-Annual Payment Obligation and the Additional Semi-Annual Payment Obligation, as such terms are defined therein, and an increase in the amount of the Aggregate Payment Obligation; and

WHEREAS, pursuant to Supplemental Lease Agreement No. 2 the payment of the Additional Payment Obligation, June 2003 Semi-Annual Payment Obligation, the December 2003 Semi-Annual Payment Obligation and the Additional Semi-Annual Payment Obligation were added to and became a part of the Aggregate Payment Obligation and were to be secured by the Second Leasehold Mortgage; and

WHEREAS, the Mortgagor and the Mortgagee entered into a First Supplemental Agreement to the Second Leasehold mortgage dated as of December 20, 2002 (the "*First Supplemental Agreement*") wherein and whereby the Second Leasehold Mortgage was amended to secure the payment of the Additional Payment Obligation, the June 2003 Semi-Annual Payment Obligation, the December 2003 Semi-Annual Payment Obligation and the Additional Semi-Annual Payment Obligation as a part of the Aggregate Payment Obligation, which First Supplemental Agreement was recorded in the office of the Register of the City of New York, County of Queens as document number 2003010700996001 on March 3, 2003; and

WHEREAS, the Mortgagor and the Mortgagee have executed and delivered immediately prior to the execution and delivery of this Second Supplemental Agreement, Supplemental Lease Agreement No. 3 (hereinafter, and in the Second Leasehold Mortgage as herein amended, "*Supplement Lease Agreement No. 3*") to the Lease dated as of January 1, 2004, which covers the payment of the 2004 Payment Obligation, as such term is defined in Supplemental Lease Agreement No. 3, which 2004 Payment Obligation was added to and became a part of the Aggregate Payment Obligation and is to be secured by the Second Leasehold Mortgage; and

WHEREAS, the Mortgagee, at the request of the Mortgagor, has agreed to give and surrender certain of the Mortgaged Property unto the Mortgagor, and to hold and retain the residue of the Mortgaged Property as security for the obligations described in the Second Leasehold Mortgagee;

NOW, THEREFORE, as a condition precedent to and in consideration of the Port Authority's execution of Supplemental Lease Agreement No. 3 and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree effective as of May 31, 2004 unless otherwise stated as follows:

1. From and after May 31, 2004, in each and every instance where the term "Supplement No. 1" or "Supplemental Agreement No. 1" is used in the Second Leasehold Mortgage, as herein amended, such term shall mean and refer to Supplemental Lease Agreement No. 1 as amended by Supplemental Lease Agreement No. 2 and Supplemental Lease Agreement No. 3.

2. Unless the context shall clearly indicate some other meaning or may otherwise require, capitalized terms used in this Second Supplemental Agreement, as herein amended, without definition shall have the meanings ascribed thereto in the Lease, as amended by Supplemental Lease Agreement No. 1, Supplemental Lease Agreement No. 2 and Supplemental Lease Agreement No. 3, or in the Second Leasehold Mortgage, as herein amended, as applicable.

3. Without limiting the generality of paragraphs 1 and 2 hereof, it is hereby agreed and understood that pursuant to Supplemental Lease Agreement No. 3 all amounts representing the 2004 Payment Obligation are added to the amount payable as the Aggregate Payment Obligation and that from and after May 31, 2004 each and every reference in the Second Leasehold Mortgage, as herein amended, to the Aggregate Payment Obligation shall mean and include the Payment Obligation, the Semi-Annual Payment Obligation, the Additional Payment Obligation and the Additional Semi-Annual Payment Obligation, the June 2003 Semi-Annual Payment Obligation, the December 2003 Semi-Annual Payment Obligation and the 2004 Payment Obligation.

4. The first paragraph of paragraph (a) of Section 2 of the Second Leasehold Mortgage shall be amended to read as follows:

"(a) To secure the payment when due of the Aggregate Payment Obligation, including all of the Semi-Annual Payment Obligations, Annual Payment Obligations, Additional Semi-Annual Payment Obligations, June 2003 Semi-Annual Payment Obligations, December 2003 Semi-Annual Payment Obligations, Additional Annual Payment Obligations and the 2004 Payment Obligation, with the maximum amount of the June 2004 Investment not to exceed
or such lesser amount as may be outstanding from time to time, and with the maximum amount of the Additional Investment not to exceed
or such lesser amount as may be outstanding from time to time and with the maximum amount of the Payment Obligation not to exceed
or such lesser amount as may be outstanding from time to time, (collectively, the '*Obligations*'), the total amount of the Obligations not to exceed
the Mortgagor hereby grants, mortgages, pledges, assigns, transfers and sets over to the Mortgagee, subordinate only to the First Leasehold Mortgage and subject to and upon the terms and conditions of this Leasehold Mortgage, all of the Mortgagor's right, title and interest in, to and under the leasehold estate created pursuant to the Lease with respect to the real property described on Exhibit A, attached to this Second Leasehold Mortgage and made a part hereof, together with any improvements thereon and any and all other, further or additional estates, rights, titles, interests, benefits and other claims, both at law and in equity, which the Mortgagor now has or may in the future have or acquire under or by the terms of the Lease, whether by reason of the exercise of options thereunder or by reason of amendments, modifications, supplements, extensions and renewals of the Lease, of whatsoever nature derived or to be derived by the Mortgagor by virtue of the Lease, including, without limitation, any and all estate, right, title and interest of the Mortgagor in and to any and all buildings and other improvements now or hereafter located on the Premises and all building materials, building equipment and fixtures of every kind and nature located on the Premises or attached to, contained in or used in any such buildings and other improvements, and all appurtenances and additions thereto and betterments, substitutions and replacements thereof acquired by the Mortgagor under the Lease, and the right to exercise all rights of the Mortgagor under the Lease except as otherwise provided therein, and, to the fullest extent possible, but subject to the First Leasehold Mortgage, the Mortgagor hereby unconditionally delegates to the Mortgagee the right to exercise any and all of the Mortgagor's rights under the Lease, delegated to the Mortgagor under the Lease, except as otherwise provided therein, subject to all of the same terms, covenants, conditions, limitations, reservations and defenses as would be applicable under the Lease, as the case may be, had this delegation not occurred; and"

5. Effective as of 12:03 a.m. on February 1, 2007 a new paragraph (d) shall be inserted at the end of Section 2 to read as follows:

"(d) To secure the payment when due of the Obligations, the Mortgagor hereby grants, mortgages, pledges, assigns, transfers and sets over to the Mortgagee, subordinate only to the First Leasehold Mortgage and subject to and

upon the terms and conditions of this Leasehold Mortgage, all of the Mortgagor's right, title and interest in, to and under the leasehold estate created pursuant to the Lease with respect to the real property shown in shaded stipple and shaded stipple diagonal hatching on page 3 of the exhibit attached hereto hereby made a part hereof and marked "Exhibit 2.1B" (the "Additional Mortgaged Property"), together with any improvements thereon; and

TOGETHER WITH all of the Mortgagor's right, title and interest to all proceeds of any sale, transfer, financing, refinancing, or conversion into cash or liquidated claims, whether voluntary or involuntary, of any of the Additional Mortgaged Property, including, subject to the terms of the Lease and the First Leasehold Mortgage, all insurance proceeds resulting from damage to or destruction of the Premises and all awards resulting from any taking with respect to the Premises; and

TOGETHER WITH all additional estates, right, title and interest of the Mortgagor in and any and all buildings, improvements and fixtures now or hereafter situated on the Additional Mortgaged Property or any part thereof which may from time to time be acquired by the Mortgagor; and all right, title and interest of the Mortgagor in and to any additional property and rights that may from time to time hereafter by installation in the Additional Mortgaged Property, or by writing of any kind, be subjected to the lien hereof by the Mortgagor or by anyone on their behalf.

Each of the rights granted in this paragraph (d) is and shall be (a) appurtenant to the leasehold estate in the Premises created by the Lease, (b) automatically transferred with any permitted assignment or other transfer of the Lease and the leasehold estate created thereby and (c) coupled with an interest and irrevocable during the term of the Lease."

6. Effective as of 12:01 a.m. on February 1, 2007, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Mortgagee, the Mortgagee does grant, release and quitclaim unto the Mortgagor, that part of Mortgaged Property shown in horizontal dashes with crosshatching on page 3 of Exhibit 2.1B attached hereto (the "*Released Property*").

TOGETHER with all right, title and interest, if any, of the Mortgagee in and to any fixtures and articles of personal property which are now contained in the Released Property and which may be covered by said Leasehold Mortgage.

TOGETHER with the hereditaments and appurtenances thereunto belonging, and all right, title and interest of the Mortgagee, in and to the same, to the intent that the Released Property hereby released may be discharged from the Leasehold Mortgage, and that the rest of the Mortgaged Property may remain mortgaged to the Mortgagee as heretofore.

TO HAVE AND TO HOLD the Released Property hereby released and quitclaimed to the Mortgagor, and to the heirs, successors and assigns of the Mortgagor forever, free, clear and discharged of and from all lien and claim under and by virtue of the Leasehold Mortgage.

7. The exhibit attached hereto and marked as "Exhibit 2.1B (4 pages)" is hereby made a part hereof and of the Leasehold Mortgage and is herein and in the Leasehold Mortgage referred to as "Exhibit 2.1B".

8. It is the intention of the parties hereto that neither Supplemental Lease Agreement No. 3, nor this Second Supplemental Agreement shall have changed or affected the priority of the lien of the Second Leasehold Mortgage with respect to that portion of the Aggregate Payment Obligation consisting of the Payment Obligation and the Additional Payment Obligation or between and among the Aggregate Payment Obligation consisting of the Payment Obligation and the Additional Payment Obligation and the 2004 Payment Obligation.

9. The Mortgagor represents, warrants and covenants to and with the Mortgagee that the Mortgagor is a limited liability company duly organized and existing in good standing under the laws of the State of New York, is lawfully seized of the Mortgaged Property, has the power and authority to create, pledge and grant the leasehold mortgage as provided in the Second Leasehold Mortgage, as amended by this Second Supplemental Agreement, to own its property and assets, and to enter into this Second Supplemental Agreement, and its execution, delivery and performance of the obligations under the Second Leasehold Mortgage as amended by this Second Supplemental Agreement, has been duly authorized by all necessary action on the part of the Mortgagor.

10. The Mortgagor represents, warrants and covenants to and with the Mortgagee that at the request of the Mortgagee and upon providing the Mortgagor with the appropriate documents, the Mortgagor will execute any documents necessary to record this Second Supplemental Agreement and execute any necessary financing statements and, at periodic intervals, continuation statements pursuant to the Uniform Commercial Code as in effect in the State of New York and any other documents required to perfect or continue the perfection of the lien of the leasehold mortgage granted in this Second Supplemental Agreement, and will pay all filing or recording costs with respect thereto and all costs of filing or recording this Second Supplemental Agreement or any other instrument, agreement or document executed and delivered pursuant to this Second Supplemental Agreement in all public offices where filing or recording is deemed by the Mortgagee to be necessary or desirable. The Mortgagor will promptly pay, or cause to be paid, any mortgage recording taxes, fees or other charges, if any, in connection with this Second Supplemental Agreement and the other Security Documents.

11. This Second Supplemental Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

12. (a) Notwithstanding any other provision of this Second Supplemental Agreement to the contrary, no (x) Commissioner, director, employee, committee member, manager, managing director, officer, agent, representative, nor any (y) owner, shareholder, member, partner, controlling person, principal, or ultimate beneficial owner, in each case, whether direct or indirect, of the Mortgagee or of the Mortgagor or any Affiliate of the Mortgagee or the Mortgagor or of any of the foregoing, shall be charged personally or held contractually liable by or to the other party, under, or in connection with, any term or provision of this Second Supplemental Agreement or of any supplement, modification or amendment to this Second Supplemental Agreement or because of any breach thereof, or because of its or their execution or attempted execution.

(b) Notwithstanding any other provision of this Second Supplemental Agreement to the contrary, and as a material consideration for the Mortgagor's entry into this Second Supplemental Agreement, it is acknowledged and agreed that: (x) neither the Mortgagee (or any of its successors or assigns), shall have any recourse or shall make any claim under or in connection with this Second Supplemental Agreement, against (i) any member of the Mortgagor, or (ii) any of the Affiliates of the Mortgagor or of any such member, or (iii) any (A) officer, committee member, director, manager, managing director, employee, agent, representative or (B) owner, shareholder, member, partner, principal, controlling person or ultimate beneficial owner in each case, whether direct or indirect, of any of the persons mentioned in clauses (i) and (ii) above, under, or in connection with, this Second Supplemental Agreement and the sole recourse of the Mortgagee (or its successors or assigns) shall be against the Mortgagor's assets irrespective of any failure of the Mortgagor to comply with applicable Law or any provision of this Second Supplemental Agreement, and (y) neither the Mortgagee (or its successors or assigns) shall be subrogated, or have any right of subrogation, to any claim of the Mortgagor for any capital contributions to the Mortgagor from any member of the Mortgagor. The acknowledgements and agreements set forth in this paragraph 12 are made expressly for the benefit of the persons referred to in clauses (i), (ii) and (iii) above, individually or collectively.

(c) For the purposes of this paragraph 12, the protections afforded to the Mortgagor under this paragraph 12 shall be deemed to protect any successor to the Mortgagor, any Interim Terminal Operator or any Qualified Terminal Operator and any director, manager, managing director, controlling person, direct or indirect shareholder, member, partner, principal, ultimate or indirect shareholder, owner, officer or agent thereof in respect of any obligations hereunder or under any of the Security Documents.

13. The Mortgagor certifies that its Employer Identification Number is 23 286 6204.

14. The Mortgagor shall cooperate with the Mortgagee to effect the recording of this Second Supplemental Agreement in the office of the Registrar of the City of New York, County of Queens, including without limitation, executing, acknowledging and/or delivering to the Mortgagee from time to time within five (5) business days after request is made in writing by the Mortgagee, any further instrument or instruments, and/or providing any information or documentation, that the Mortgagee may request that is necessary or advisable in connection with the recordation of this Second Supplemental Agreement in the office of the Registrar of the City of New York, County of Queens.

15. As hereby amended, all the terms, covenants, provisions, conditions and agreements of the Second Leasehold Mortgage shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Agreement to be executed by their duly authorized officers, all as of the day and year first above written.

MORTGAGOR:

JFK INTERNATIONAL AIR TERMINAL LLC

By:_____
Name: Steven B. Callahan
Title: Duly Authorized Delegate of Jacques R. J. Greitemann, Executive Committee Member

By:_____
Name: David A. Sigman
Title: Executive Committee Member

By:_____
Name: Christopher McKenna
Title: Executive Committee Member

MORTGAGEE:

PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By:_____

Name:_____

Title:_____

FOR THE MORTGAGOR

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

On the day of December in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared, Steven B. Callahan 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)

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

On the day of December in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared, David A. Sigman 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)

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

On the day of December in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared, Christopher McKenna 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)

FOR THE MORTGAGEE

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

On the day of December in the year 2006, 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.

_____
(notarial seal and stamp)

EXMEPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

By its execution of this Second Supplemental Trust Administration Agreement, The Port Authority of New York and New Jersey hereby consents to the terms of this Second Supplemental Trust Administration Agreement, in accordance with the requirements of Section 7.2 of the Trust Administration Agreement.

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY, as consenter

By:_____

Name:_____

Title:_____

EXHIBIT P

NOTICE OF DECEMBER 2003 SEMI-ANNUAL INVESTMENT

Date of Notice of December 2003 Semi-Annual Investment:_____

Additional Investment Number: _____

December 2003 Semi-Annual Investment Amount:_____

Investment Date: _____

December 2003 Semi-Annual Investment Price: _____

To: The Port Authority of New York and New Jersey
225 Park Avenue South, 12th Floor
New York, New York 10003

Attention: Treasurer

JFK International Air Terminal LLC (the "Lessee") and the Port Authority of New York and New Jersey (the "Port Authority") have heretofore entered into Supplemental Lease Agreement No. 1 dated as of August 10, 2001 and bearing Port Authority Lease No. AYC-685, which Supplemental Lease Agreement No. 1 was amended and supplemented by the Lessee and the Port Authority in Supplemental Lease Agreement No. 2 dated as of December 20, 2002 (hereinafter "Supplemental Lease Agreement No. 2" and Supplemental Lease Agreement No. 1 as amended and supplemented by Supplemental Lease Agreement No. 2 hereinafter the "Agreement") relating to the Aggregate Payment Obligation (such term and all other terms of special meaning having the meanings ascribed to such terms in or pursuant to the Agreement). Pursuant to the Agreement, the Lessee requests that the Port Authority pay the December 2003 Semi-Annual Investment Price for Investment Number _____of the Additional Investment, which obligation is to be incurred by the Lessee in the amount, and on the Investment Date set forth above.

Payment of the December 2003 Semi-Annual Investment Price set forth above shall be made by the Port Authority to the Port Authority on the Investment Date in accordance with the terms of the Agreement and paid directly to the Port Authority and applied to the payment of the December 2003 Semi-Annual Payment Obligation payable under the Agreement by the Lessee on the Investment Date.

(I) The Lessee hereby represents and warrants that:

(a) except for any Lock Box Event described in Section II of this Notice of December 2003 Semi-Annual Investment, none of the Aggregate Payment Obligation Events of Default have occurred and are continuing;

(b) except for any Lock Box Event described in Section II of this Notice of December 2003 Semi-Annual Investment, the Lessee has met and will continue to take all action necessary to meet all its obligations under the Financing Documents;

(c) the Agreement, the Lease and the Second Leasehold Mortgage are in full force and effect;

(d) the December 2003 Semi-Annual Investment Price shall be used to pay for the December 2003 Semi-Annual Payment Obligation due to the Port Authority on the Investment Date pursuant to the Agreement; and

(e) the undersigned is authorized by the Lessee to provide this Notice of December 2003 Semi-Annual Investment to the Port Authority.

(II) The Lessee hereby certifies that the following Lock Box Event(s) has/have occurred and are continuing on the Investment Date [indicate Lock Box Event(s) or insert the word "NONE"]:

_____

_____

The delivery of this Notice of December 2003 Semi-Annual Investment shall be deemed to be a continuing representation and warranty by the Lessee as to the matters set forth in Sections I and II, inclusive, of the immediately preceding paragraph.

JFK INTERNATIONAL AIR TERMINAL LLC

By:_____

Name:_____

Title:_____

By:_____

Name:_____

Title:_____

By:_____

Name:_____

Title:_____

EXHIBIT Q

NOTICE OF JUNE 2003 SEMI-ANNUAL INVESTMENT

Date of Notice of June 2003 Semi-Annual Investment:_____

Additional Investment Number: _____

June 2003 Semi-Annual Investment Amount:_____

Investment Date: _____

June 2003 Semi-Annual Investment Price: _____

To: The Port Authority of New York and New Jersey
225 Park Avenue South, 12th Floor
New York, New York 10003

Attention: Treasurer

JFK International Air Terminal LLC (the "Lessee") and the Port Authority of New York and New Jersey (the "Port Authority") have heretofore entered into Supplemental Lease Agreement No. 1 dated as of August 10, 2001 and bearing Port Authority Lease No. AYC-685, which Supplemental Lease Agreement No. 1 was amended and supplemented by the Lessee and the Port Authority in Supplemental Lease Agreement No. 2 dated as of June 20, 2002 (hereinafter "Supplemental Lease Agreement No. 2" and Supplemental Lease Agreement No. 1 as amended and supplemented by Supplemental Lease Agreement No. 2 hereinafter the "Agreement") relating to the Aggregate Payment Obligation (such term and all other terms of special meaning having the meanings ascribed to such terms in or pursuant to the Agreement). Pursuant to the Agreement, the Lessee requests that the Port Authority pay the June 2003 Semi-Annual Investment Price for Investment Number _____of the Additional Investment, which obligation is to be incurred by the Lessee in the amount, and on the Investment Date set forth above.

Payment of the June 2003 Semi-Annual Investment Price set forth above shall be made by the Port Authority to the Port Authority on the Investment Date in accordance with the terms of the Agreement and paid directly to the Port Authority and applied to the payment of the June 2003 Semi-Annual Payment Obligation payable under the Agreement by the Lessee on the Investment Date.

(I) The Lessee hereby represents and warrants that:

(a) except for any Lock Box Event described in Section II of this Notice of June 2003 Semi-Annual Investment, none of the Aggregate Payment Obligation Events of Default have occurred and are continuing;

(b) except for any Lock Box Event described in Section II of this Notice of June 2003 Semi-Annual Investment, the Lessee has met and will continue to take all action necessary to meet all its obligations under the Financing Documents;

(c) the Agreement, the Lease and the Second Leasehold Mortgage are in full force and effect;

(d) the June 2003 Semi-Annual Investment Price shall be used to pay for the June 2003 Semi-Annual Payment Obligation due to the Port Authority on the Investment Date pursuant to the Agreement; and

(e) the undersigned is authorized by the Lessee to provide this Notice of June 2003 Semi-Annual Investment to the Port Authority.

(II) The Lessee hereby certifies that the following Lock Box Event(s) has/have occurred and are continuing on the Investment Date [indicate Lock Box Event(s) or insert the word "NONE"]:

_____

_____

The delivery of this Notice of June 2003 Semi-Annual Investment shall be deemed to be a continuing representation and warranty by the Lessee as to the matters set forth in Sections I and II, inclusive, of the immediately preceding paragraph.

JFK INTERNATIONAL AIR TERMINAL LLC

By:_____

Name:_____

Title:_____

By:_____

Name:_____

Title:_____

By:_____

Name:_____

Title:_____

EXHIBIT R

JFK INTERNATIONAL AIR TERMINAL LLC

December 20, 2002

The Port Authority of New York and New Jersey
225 Park Avenue South
Ninth Floor
New York, New York 10003

Supplemental Lease Agreement No. 2
Treatment of Payments

Reference is made to that certain Agreement of Lease, dated May 13, 1997, between The Port Authority of New York and New Jersey (the "Port Authority") and JFK International Air Terminal LLC (the "Tenant"), identified as Port Authority Lease Number AYC-685, (the "Lease"). Further reference is made to that certain Supplemental Lease Agreement No. 1, dated as of August 10, 2001, between the Port Authority and the Tenant (the "Supplemental Lease Agreement No. 1") and to that certain Supplemental Lease Agreement No. 2, dated as of December 20, 2002, between the Port Authority and the Tenant (the "Supplemental Lease Agreement No. 2;" and Supplemental Lease Agreement No. 1 as amended by Supplemental Lease Agreement No. 2 herein called the "Supplemental Agreement") whereby the Port Authority and the Tenant agreed to amend and supplement the Lease. Terms used in this letter without definition shall have the meanings ascribed thereto in the Supplemental Agreement.

The Tenant intends to treat payments made by the Tenant pursuant to Sections 2.3(i), 2.3(iv) and 2.4 of the Supplemental Agreement as rent paid pursuant to the Lease, in accordance with the Tenant's method of accounting, and as rent paid pursuant to the Lease for all federal, state and local income tax purposes and intends to treat payments made by the Tenant pursuant to Sections 2.3(ii) and 2.3(iii) of the Supplemental Agreement as the equivalent of payments of interest by the Tenant. The Tenant acknowledges that the Port Authority has advised it that the Port Authority, under its method of accounting, intends to treat amounts accrued with respect to the Tenant's payments under Sections 2.3(i), 2.3(iv) and 2.4 of the Supplemental Agreement as the equivalent of payments of interest and principal by the Tenant with respect to a loan, and amounts accrued with respect to the Tenant's payments under Sections 2.3(ii) and 2.3(iii) of the Supplemental Agreement as the equivalent of payments of interest by the Tenant with respect to a loan.

JFK INTERNATIONAL AIR TERMINAL LLC

By:_____

FOR THE LESSEE

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

On the day of December in the year 2002, 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.

_____
(notarial seal and stamp)

FOR THE LESSEE

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

On the day of December in the year 2002, 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.

_____
(notarial seal and stamp)

FIRST SUPPLEMENTAL AGREEMENT TO
SECOND LEASEHOLD MORTGAGE

between

JFK INTERNATIONAL AIR TERMINAL LLC,
a New York limited liability company

as Mortgagor

and

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

as Mortgagee

Dated as of December 20, 2002

County of Queens
City of New York
John F. Kennedy International Airport
Block 14260, Lot 1

Record and Return to:

Leases Division
Law Department
Port Authority of New York and New Jersey
225 Park Avenue South, 14th Floor
New York, NY 10003
Attention: Shirley A. Ripullone, Esq.

PREMISES HEREIN ARE NOT
IMPROVED BY A 1-6 FAMILY
DWELLING

The [illegible] mortgage is not improved
by a one or two family dwelling

FIRST SUPPLEMENTAL AGREEMENT
TO SECOND LEASEHOLD MORTGAGE

THIS FIRST SUPPLEMENTAL AGREEMENT TO SECOND LEASEHOLD MORTGAGE (hereinafter called the "First Supplemental Agreement"), dated as of December 20, 2002 (the "First Supplemental Agreement Effective Date") by JFK INTERNATIONAL AIR TERMINAL LLC, a limited liability company organized under the laws of the State of New York, having an office and place of business at John F. Kennedy International Airport (Terminal 4), Room 161.022, Jamaica, NY 11430 (together with its permitted transferees and assigns being hereinafter called the "Mortgagor") in favor of THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, (together with its permitted transferees and assigns being hereinafter called the "Port Authority" or the "Mortgagee") a body corporate and politic created by Compact between the States of New York and New Jersey with the consent of the Congress of the United States of America and having an office and place of business at 225 Park Avenue South, New York, New York 10003.

WITNESSETH:

WHEREAS, the Mortgagor has agreed to develop and operate an air passenger terminal facility at John F. Kennedy International Airport, Jamaica, New York, pursuant to a lease made effective as of May 13, 1997, bearing Port Authority File No. AYC-685 (hereinafter as the same has been and may hereafter be amended and supplemented called the "Lease"), by and between the Mortgagee, as lessor, and the Mortgagor, as lessee, a memorandum of which was recorded 5/13/1997 in R 4588 P1125 * SO IN ORIGINAL

WHEREAS, the Mortgagor and the Bank of New York, as Trustee in favor of Bondholders (hereinafter called the "First Mortgagee"), are parties to a first leasehold mortgage dated as of May 13, 1997 (hereinafter as the same has been and may hereafter be amended and supplemented called the "First Leasehold Mortgage") wherein and whereby the Mortgagor agreed to grant a mortgage of all of its leasehold interest under the Lease to the Bank of New York, for the benefit of the Bondholders, which First Leasehold Mortgage was recorded in the office of the Register of The City of New York, County of Queens, in reel 04588 page 01142; and Recorded 5/13/1997 * SO IN ORIG

WHEREAS, the First Mortgagee has at the request of the Lessee, executed that certain Partial Release of Leasehold Mortgage executed and delivered as of August 13, 2001 covering the release of a portion of the mortgaged property under the First Leasehold Mortgage and has executed that certain Amended and Restated Partial Release of Mortgaged Premises dated as of August 31, 2001 covering the clarification of the location of the released mortgaged property; and which was Recorded on 10/29/2001 * SO IN ORIG
in R. 6060 P. 1138
* which was Recorded 9/18/2001 in R. 6014 P 653

WHEREAS, the Mortgagor and the Mortgagee are parties to that certain unrecorded Supplemental Lease Agreement No. 1 (hereinafter "Supplemental Lease Agreement No. 1") to the Lease dated as of August 10, 2001 covering, among other matters, the payment by the Mortgagor to the Mortgagee of the Aggregate Payment Obligation as defined therein; and

WHEREAS, the Mortgagor and the Mortgagee have executed and delivered immediately prior to the execution and delivery of this First Supplemental Agreement that certain Supplemental Lease Agreement No. 2 (hereinafter "Supplemental Lease Agreement No. 2") to the Lease, which covers the Additional Payment Obligation, the June 2003 Semi-Annual Payment Obligation, the December 2003 Semi-Annual Payment Obligation and the Additional Semi-Annual Payment Obligation, as such terms are defined therein, and an increase in the amount of the Aggregate Payment Obligation; and unrecorded

WHEREAS, the Mortgagor and the Mortgagee entered into a second leasehold mortgage dated as of August 10, 2001 (the "Second Leasehold Mortgage") wherein and whereby the Mortgagor agreed to grant a mortgage of all of its leasehold interest under the Lease to the Mortgagee, subject to the First Leasehold Mortgage, to secure the payment of the Aggregate Payment Obligation, as such term is defined in Supplemental Lease Agreement No. 1, by the Lessee, subordinate only to the First Leasehold Mortgage, and on such basis the Mortgagor has agreed to grant a mortgage of all of its leasehold interest under the Lease to the Mortgagee, which Second Leasehold Mortgage was recorded in the office of the Register of The City of New York, County of Queens, in reel 06014 page 00662; and Recorded 9/12/01

WHEREAS, Supplemental Lease Agreement No. 2 provides that the payment of the Additional Payment Obligation, the June 2003 Semi-Annual Payment Obligation, the December 2003 Semi-Annual Payment Obligation and the Additional Semi-Annual Payment Obligation are to be added to the Aggregate Payment Obligation and are to be secured by the Second Leasehold Mortgage as herein amended;

NOW, THEREFORE, as a condition precedent to and in consideration of the Port Authority's execution of Supplemental Lease Agreement No. 2 and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree effective as of the First Supplemental Agreement Effective Date as follows:

1. From and after December 20, 2002, in each and every instance where the term "Supplement No. 1" is used in the Second Leasehold Mortgage, as herein amended, the term "Supplement No. 1 shall mean and refer to Supplemental Lease Agreement No. 1 as amended by Supplemental Lease Agreement No. 2.

2. Unless the context shall clearly indicate some other meaning or may otherwise require, capitalized terms used in this First Supplemental Agreement

without definition shall have the meanings ascribed thereto in the Lease, as amended by Supplemental Lease Agreement No. 1 and Supplemental Lease Agreement No. 2.

3. Without limiting the generality of paragraphs 1 and 2 hereof, it is hereby agreed and understood that pursuant to Supplemental Lease Agreement No. 2 all amounts representing the Additional Payment Obligation, the June 2003 Semi-Annual Payment Obligation, the December 2003 Semi-Annual Payment Obligation and the Additional Semi-Annual Payment Obligation are added to the amount payable as the Aggregate Payment Obligation (as defined in Supplemental Lease Agreement No. 1 prior to December 20, 2002) and that from and after December 20, 2002 each and every reference in the Second Leasehold Mortgage, as herein amended, to the Aggregate Payment Obligation shall mean and include the Payment Obligation, the Semi-Annual Payment Obligation, the Additional Payment Obligation and the Additional Semi-Annual Payment Obligation, the June 2003 Semi-Annual Payment Obligation and the December 2003 Semi-Annual Payment Obligation.

4. Paragraph (a) of Section 2 of the Second Leasehold Mortgage shall be amended by deleting the phrase, "To secure (i) the payment when due of the Aggregate Payment Obligation, including all of the Semi-Annual Payment Obligations and Annual Payment Obligations, with the maximum amount of the Payment Obligation not to exceed or such lesser amount as may be outstanding from time to time, (collectively, the 'Obligations')," and by inserting in lieu thereof the following phrase to read as follows:

> "To secure the payment when due of the Aggregate Payment Obligation, including all of the Semi-Annual Payment Obligations, Annual Payment Obligations, Additional Semi-Annual Payment Obligations, June 2003 Semi-Annual Payment Obligations, December 2003 Semi-Annual Payment Obligations and Additional Annual Payment Obligations with the maximum amount of the Additional Investment not to exceed or such lesser amount as may be outstanding from time to time and with the maximum amount of the Payment Obligation not to exceed or such lesser amount as may be outstanding from time to time, (collectively, the 'Obligations'), the total amount of the Obligations not to exceed

5. The address, "One World Trade Center, 67 East, New York, New York 10048" appearing in the tenth (10th) and eleventh (11th) lines of Section 38 of the Mortgage shall be deemed deleted therefrom and the address, "225 Park Avenue South, 12th Floor, New York, New York 10003" shall be deemed to have been inserted in lieu thereof.

6. It is the intention of the parties hereto that neither Supplemental Lease Agreement No. 2 nor this First Supplemental Agreement shall have changed or affected the priority of the lien of the Second Leasehold Mortgage with respect to that

portion of the Aggregate Payment Obligation consisting of the Payment Obligation and the Semi-Annual Payment Obligation.

7. The Mortgagor represents, warrants and covenants to and with the Mortgagee that the Mortgagor is a limited liability company duly organized and existing in good standing under the laws of the State of New York, is lawfully seized of the Mortgaged Property, has the power and authority to create, pledge and grant the leasehold mortgage as provided in the Second Leasehold Mortgage, as amended by this First Supplemental Agreement, to own its property and assets, and to enter into this First Supplemental Agreement, and its execution, delivery and performance of the obligations under the Second Leasehold Mortgage as amended by this First Supplemental Agreement, has been duly authorized by all necessary action on the part of the Mortgagor.

8. The Mortgagor represents, warrants and covenants to and with the Mortgagee that at the request of the Mortgagee and upon providing the Mortgagor with the appropriate documents, the Mortgagor will execute any documents necessary to record this First Supplemental Agreement and execute any necessary financing statements and, at periodic intervals, continuation statements pursuant to the Uniform Commercial Code as in effect in the State of New York and any other documents required to perfect or continue the perfection of the lien of the leasehold mortgage granted in this First Supplemental Agreement, and will pay all filing or recording costs with respect thereto and all costs of filing or recording this First Supplemental Agreement or any other instrument, agreement or document executed and delivered pursuant to this First Supplemental Agreement in all public offices where filing or recording is deemed by the Mortgagee to be necessary or desirable. The Mortgagor will promptly pay, or cause to be paid, any mortgage recording taxes, fees or other charges, if any, in connection with this First Supplemental Agreement and the other Security Documents (as defined in the Second Leasehold Mortgage).

9. This First Supplemental Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

10. (a) Notwithstanding any other provision of this First Supplemental Agreement to the contrary, no (x) Commissioner, director, employee, committee member, manager, managing director, officer, agent, representative, nor any (y) owner, shareholder, member, partner, controlling person, principal, or ultimate beneficial owner, in each case, whether direct or indirect, of the Mortgagee or of the Mortgagor or any Affiliate of the Mortgagee or the Mortgagor or of any of the foregoing, shall be charged personally or held contractually liable by or to the other party, under, or in connection with, any term or provision of this First Supplemental Agreement or of any supplement, modification or amendment to this First Supplemental Agreement or because of any breach thereof, or because of its or their execution or attempted execution.

(b) Notwithstanding any other provision of this First Supplemental Agreement to the contrary, and as a material consideration for the Mortgagor's entry into this First Supplemental Agreement, it is acknowledged and agreed that: (x) neither the Mortgagee (or any of its successors or assigns), shall have any recourse or shall make any claim under or in connection with this First Supplemental Agreement, against (i) any member of the Mortgagor, or (ii) any of the Affiliates of the Mortgagor or of any such member, or (iii) any (A) officer, committee member, director, manager, managing director, employee, agent, representative or (B) owner, shareholder, member, partner, principal, controlling person or ultimate beneficial owner in each case, whether direct or indirect, of any of the persons mentioned in clauses (i) and (ii) above, under, or in connection with, this First Supplemental Agreement and the sole recourse of the Mortgagee (or its successors or assigns) shall be against the Mortgagor's assets irrespective of any failure of the Mortgagor to comply with applicable Law or any provision of this First Supplemental Agreement, and (y) neither the Mortgagee (or its successors or assigns) shall be subrogated, or have any right of subrogation, to any claim of the Mortgagor for any capital contributions to the Mortgagor from any member of the Mortgagor. The acknowledgements and agreements set forth in this paragraph 10 are made expressly for the benefit of the persons referred to in clauses (i), (ii) and (iii) above, individually or collectively.

(c) For the purposes of this paragraph 10, the protections afforded to the Mortgagor under this paragraph 10 shall be deemed to protect any successor to the Mortgagor, any Interim Terminal Operator or any Qualified Terminal Operator and any director, manager, managing director, controlling person, direct or indirect shareholder, member, partner, principal, ultimate or indirect shareholder, owner, officer or agent thereof in respect of any obligations hereunder or under any of the Security Documents (as defined in the Second Leasehold Mortgage).

11. As hereby amended, all the terms, covenants, provisions, conditions and agreements of the Second Leasehold Mortgage shall be and remain in full force and effect.

[THE REMAINDER OF PAGE DELIBERATELY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Agreement to be executed by their duly authorized officers, all as of the day and year first above written.

MORTGAGOR:

JFK INTERNATIONAL AIR TERMINAL LLC

By:_____
Name: ~~Victor van der Chijs~~
Title: Executive Committee Member
Address: Schiphol USA, Inc.
570 Lexington Avenue
New York, NY 10022
Telephone: 212-319-8481

By:_____
Name: David Sigman
Title: Executive Committee Member
Address: LCOR Incorporated
Suite 3310, One Penn Plaza
New York, NY 10119
Telephone: 212-760-0060

By:_____
Name: Christopher McKenna
Title: Executive Committee Member
Address: Lehman Brothers, Inc.
399 Park Avenue, 6th floor
New York, NY 10022
Telephone: 212-526-0369

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Agreement to be executed by their duly authorized officers, all as of the day and year first above written.

MORTGAGOR:

JFK INTERNATIONAL AIR TERMINAL LLC

By:_____
Name: Victor van der Chijs
Title: Executive Committee Member
Address: Schiphol USA, Inc.
570 Lexington Avenue
New York, NY 10022
Telephone: 212-319-8481

By:_____
Name: David Sigman
Title: Executive Committee Member
Address: LCOR Incorporated
Suite 3310, One Penn Plaza
New York, NY 10119
Telephone: 212-760-0060

By:_____
Name: Christopher McKenna
Title: Executive Committee Member
Address: Lehman Brothers, Inc.
399 Park Avenue, 6th floor
New York, NY 10022
Telephone: 212-526-0369

FOR THE MORTGAGOR

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

On the 20th day of December in the year 2002, before me, the undersigned, a Notary Public in and for said state, personally appeared, David Sigman 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.

Alicia M. Thomas 12/20/0

Alicia M. Thomas
Notary Public, State of New York
No. [illegible]
Qualified in New York County
Certificate Filed in New York County
Commission Expires March [illegible]

(notarial seal and stamp)

FOR THE MORTGAGOR

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

On the 20th day of December in the year 2002, 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.

(notarial seal and stamp)

FOR THE MORTGAGOR

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

On the day of December in the year 2002, 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.

(notarial seal and stamp)

FOR THE MORTGAGOR

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

On the 20th day of December in the year 2002, before me, the undersigned, a Notary Public in and for said state, personally appeared, Christopher McKenna
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.

Maribel Ruiz
(notarial seal and stamp)

MARIBEL RUIZ
Notary Public, State of New York
No. 01RU6081733
Qualified in County of New York
Commission Expires October 8, 2006

MORTGAGEE:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: _____

Name: FRANCIS A. DIMOLA

Title: ASSISTANT DIRECTOR AVIATION DEPT.

Address: 225 Park Avenue South
New York, New York 10003

Telephone: 212-435-3713

APPROVED
TERMS | FORM

FOR THE MORTGAGOR

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

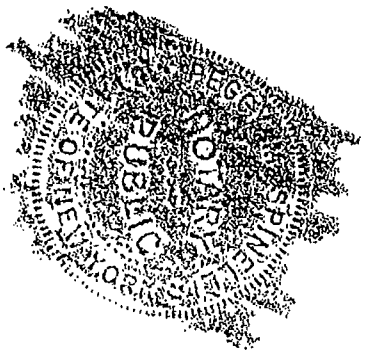
On the day of December in the year 2002, before me, the undersigned, a Notary Public in and for said state, personally appeared,
personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged 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.

(notarial seal and stamp)

FOR THE MORTGAGEE

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

On the 20th day of December in the year 2002, before me, the undersigned, a Notary Public in and for said state, personally appeared, FRANCIS A. DINOLA
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. 01SP6057670
Qualified in New York County
Commission Expires April [illegible]

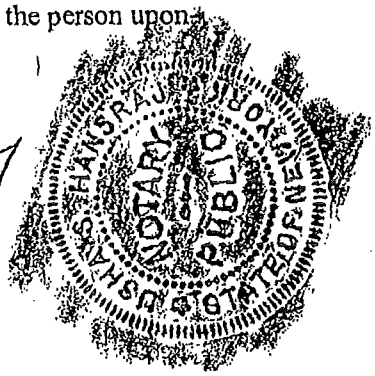
FOR THE MORTGAGOR

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

On the 20th day of December in the year 2002, before me, the undersigned, a Notary Public in and for said state, personally appeared, VICTOR VAN DER CHIJS 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.

USHA S. HANSRAJ
Notary Public, State of New York
No. 01-HA5062201
Qualified in Kings County
Certificate Filed in New York County
Commission Expires July 21, 2005

Usha S. Hansraj
(notarial seal and stamp)



FOR THE MORTGAGOR

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

On the day of December in the year 2002, 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.

(notarial seal and stamp)

JFK INTERNATIONAL AIR TERMINAL LLC

December 20, 2002

The Port Authority of New York and New Jersey
225 Park Avenue South
Ninth Floor
New York, New York 10003

Supplemental Lease Agreement No. 2
Treatment of Payments

Reference is made to that certain Agreement of Lease, dated May 13, 1997, between The Port Authority of New York and New Jersey (the "Port Authority") and JFK International Air Terminal LLC (the "Tenant"), identified as Port Authority Lease Number AYC-685, (the "Lease"). Further reference is made to that certain Supplemental Lease Agreement No. 1, dated as of August 10, 2001, between the Port Authority and the Tenant (the "Supplemental Lease Agreement No. 1") and to that certain Supplemental Lease Agreement No. 2, dated as of December 20, 2002, between the Port Authority and the Tenant (the "Supplemental Lease Agreement No. 2;" and Supplemental Lease Agreement No. 1 as amended by Supplemental Lease Agreement No. 2 herein called the "Supplemental Agreement") whereby the Port Authority and the Tenant agreed to amend and supplement the Lease. Terms used in this letter without definition shall have the meanings ascribed thereto in the Supplemental Agreement.

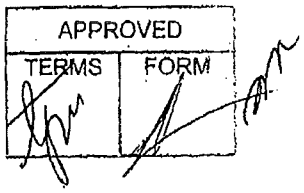
The Tenant intends to treat payments made by the Tenant pursuant to Sections 2.3(i), 2.3(iv) and 2.4 of the Supplemental Agreement as rent paid pursuant to the Lease, in accordance with the Tenant's method of accounting, and as rent paid pursuant to the Lease for all federal, state and local income tax purposes and intends to treat payments made by the Tenant pursuant to Sections 2.3(ii) and 2.3(iii) of the Supplemental Agreement as the equivalent of payments of interest by the Tenant. The Tenant acknowledges that the Port Authority has advised it that the Port Authority, under its method of accounting, intends to treat amounts accrued with respect to the Tenant's payments under Sections 2.3(i), 2.3(iv) and 2.4 of the Supplemental Agreement as the equivalent of payments of interest and principal by the Tenant with respect to a loan, and amounts accrued with respect to the Tenant's payments under Sections 2.3(ii) and 2.3(iii) of the Supplemental Agreement as the equivalent of payments of interest by the Tenant with respect to a loan.

JFK International Air Terminal

By: _____

Name: David Sigman

Title: Executive Committee Member



SECOND SUPPLEMENTAL TRUST ADMINISTRATION AGREEMENT

BY AND BETWEEN

JFK INTERNATIONAL AIR TERMINAL LLC

AND

THE BANK OF NEW YORK

(WITH THE CONSENT OF THE PORT AUTHORITY
OF NEW YORK AND NEW JERSEY)

DATED AS OF DECEMBER 20, 2002

SECOND SUPPLEMENTAL TRUST ADMINISTRATION AGREEMENT

THIS SECOND SUPPLEMENTAL TRUST ADMINISTRATION AGREEMENT (the "Second Supplemental Trust Administration Agreement"), dated as of December 20, 2002 (the "Effective Date"), is entered into by and between JFK International Air Terminal LLC (the "Lessee"), a New York limited liability company, and THE BANK OF NEW YORK (the "Trustee"), a New York banking corporation, as Trustee under the Trust Indenture, dated May 13, 1997, between the Trustee and The Port Authority of New York and New Jersey (the "Authority").

WITNESSETH:

WHEREAS, the Authority and the Lessee entered into an Agreement of Lease (identified by the Port Authority lease number AYC-685) on May 13, 1997 (as amended, modified, or supplemented from time to time, the "Lease"), relating to the lease, development, construction and operation of a new passenger terminal located at Terminal 4 at John F. Kennedy International Airport in Jamaica, New York;

WHEREAS, the Lessee and the Trustee have entered into the original Trust Administration Agreement on May 13, 1997 in connection with the financing of such new passenger terminal;

WHEREAS, in order to modify and supplement the Trust Administration Agreement, the Lessee and the Trustee have entered into that certain First Supplemental Trust Administration Agreement to the Trust Administration Agreement dated as of August 10, 2001 (the "First Supplemental Trust Administration Agreement and the Trust Administration Agreement as amended by the First Supplemental Trust Administration Agreement hereinafter the "Trust Administration Agreement");

WHEREAS, in order to modify and supplement the Lease, the Lessee and the Authority have entered into that certain Supplemental Lease Agreement No. 1, dated as of August 10, 2001, (the "Supplemental Lease Agreement No. 1");

WHEREAS, in order to further modify and supplement the Lease, the Lessee and the Authority have entered into that certain Supplemental Lease Agreement No. 2 dated as of the Effective Date (the "Supplemental Lease Agreement No. 2"); and

WHEREAS, in order to make certain changes to the Trust Administration Agreement in connection with Supplemental Lease Agreement No. 2, the Lessee and the Trustee have determined to enter into this Second Supplemental Trust Administration Agreement, and the Authority has agreed to consent to the terms hereof in accordance with Section 7.2 of the Trust Administration Agreement;

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein and other good and valuable consideration, the receipt and sufficiency of which

hereby are acknowledged, the Lessee and the Trustee hereby agree to amend and supplement the Trust Administration Agreement effective as of the Effective Date as follows:

ARTICLE I

AMENDMENT OF ARTICLE I

SECTION 1.1. Amendment of the term Supplemental Lease Agreement No. 1.

The term, "Supplemental Lease Agreement No. 1" appearing in Article I of the First Supplemental Trust Administration Agreement shall be amended effective as of December 20, 2002 to read as follows:

" 'Supplemental Lease Agreement No. 1' shall mean that certain Supplemental Lease Agreement No. 1 to the Lease entered into by the Lessee and the Authority dated as of August 10, 2001, as amended and supplemented by Supplemental Lease Agreement No. 2."

SECTION 1.2. Definition of Supplemental Lease Agreement No. 2.

Effective as of December 20, 2002, the term, "Supplemental Lease Agreement No. 2" shall be inserted immediately after the definition of "Supplemental Lease Agreement No. 1, as herein amended, appearing in Article I of the First Supplemental Trust Administration Agreement to read as follows:

" 'Supplemental Lease Agreement No. 2" shall mean that certain Supplemental Lease Agreement No. 2 to the Lease entered into by the Lessee and the Authority dated as of December 20, 2002."

ARTICLE II

RECEIPT BY TRUSTEE

SECTION 2.1. Receipt of Supplemental Lease Agreement No. 2.

The Trustee hereby confirms that it has received an executed copy of Supplemental Lease Agreement No. 2 and, pursuant to the letter dated December 20, 2002 from the Bond Insurer, consents thereto.

ARTICLE III

AMENDMENT OF NOTICE ADDRESS

SECTION 3.1 **Amendment of Section 7.2 of Trust Administration Agreement.**

The address, "One World Trade Center, New York, New York, 10048" appearing in the last two lines of Section 7.2 of the Trust Administration Agreement shall be amended to read, "225 Park Avenue South, New York, New York, 10003".

ARTICLE IV

MISCELLANIOUS

SECTION 4.1. **References to the Trust Administration Agreement.**

(a) This Second Supplemental Trust Administration Agreement shall only be deemed to amend the Trust Administration Agreement and the First Supplemental Trust Administration Agreement (x) insofar as is required to effectuate the transactions contemplated by Supplemental Lease Agreement No. 2, and (y) as expressly set forth herein. References in the following Sections of the Trust Administration Agreement to the Trust Administration Agreement are hereby amended so as to be references to the Trust Administration Agreement as amended, supplemented or otherwise modified by this Second Supplemental Trust Administration Agreement; (i) Section 1.2, (ii) Section 7.3, (iii) Section 7.5, (vi) Section 7.10 and (v) Section 7.12. All references to the Financing Documents contained in Section 17 of Appendix A to the Trust Administration Agreement are hereby amended to include a reference to the Trust Administration Agreement as amended, supplemented or otherwise modified by this Second Supplemental Trust Administration Agreement.

(b) As amended through the operation of Section 4.1(a) hereof, Sections 1.2, 7.10, and 7.12 of the Trust Administration Agreement, and Section 17 of Appendix A to the Trust Administration Agreement, are hereby incorporated by reference as if set forth herein at length.

(c) Except as expressly provided herein, and notwithstanding any provision in any Financing Document (including, without limitation, the Trust Administration Agreement) or in any other document relating to the Project to the contrary, any reference to the Trust Administration Agreement contained in any Financing Document, or in any other document relating to the Project, whether or not such reference is (i) direct or indirect, or (ii) to the Trust Administration Agreement as amended, supplemented or otherwise modified (from time to time or otherwise), shall not include the provisions of the Second Supplemental Trust Administration Agreement

SECTION 4.2. **Amendment and Supplement.**

This Second Supplemental Trust Administration Agreement may be amended, modified or supplemented only by a written instrument signed by the Lessee and the Trustee, which has been consented to in writing (i) by the Authority and (ii) by the Bond Insurer (so long

as the Bond Insurance Policy is in force and effect and the Bond Insurer is not in default under the Bond Insurance Policy).

SECTION 4.3. **Parties Interested Herein**. This Agreement is made solely for the benefit of the Lessee, the Trustee and the Port Authority and no other person or entity (including the Bond Insurer, except to the extent set forth below) shall have any right, benefit or interest under or because of the existence of this Agreement. The Bond Insurer (so long as the Bond Insurance Policy is in force and effect and the Bond Insurer is not in default under the Bond Insurance Policy) shall be a third-party beneficiary of this Agreement solely with respect to the rights provided for them in Section 4.2 and this Section 4.3 of the Second Supplemental Trust Administration.

SECTION 4.4. **Counterparts**.

This Second Supplemental Trust Administration Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument and any of the parties hereto may execute this Second Supplemental Trust Administration Agreement by signing any such counterpart.

SECTION 4.5. **Severability**.

In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Second Supplemental Trust Administration Agreement.

SECTION 4.6. **Titles**.

Titles to the articles and sections of this Second Supplemental Trust Administration Agreement are solely for the convenience of the parties and not an aid in the interpretation of this Second Supplemental Trust Administration Agreement or any part hereof.

SECTION 4.7. **Law Governing the Second Supplemental Trust Administration Agreement**.

The effect and meaning of this Second Supplemental Trust Administration Agreement and the rights of the parties hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without regard to the conflict of laws principles thereof.

SECTION 4.8. **Concerning the Trustee: Trustee's Disclaimer**.

All of the rights, privileges and immunities afforded the Trustee under the Trust Administration Agreement, the Trust Indenture, the Lease, the Special Project Bond Resolution, the Series Resolution and the Leasehold Mortgage are hereby incorporated herein as if set forth herein in full. The recitals contained herein shall be taken as the statements of the Lessee, and

the Trustee assumes no responsibility for their correctness. The Trustee makes no representation as to the validity or sufficiency of this Second Supplemental Trust Administration Agreement.

[REMAINDER OF PAGE DELIBERATELY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto caused this Second Supplemental Trust Administration Agreement to be executed by a duly authorized signatory, all as of the day and year first above written.

JFK INTERNATIONAL AIR TERMINAL LLC

By:_____
Name: Victor van der Chijs
Title: Executive Committee Member
Address: Schiphol USA, Inc.
570 Lexington Avenue
New York, NY 10022
Telephone: 212-319-8481

By:_____
Name: David Sigman
Title: Executive Committee Member
Address: LCOR Incorporated
Suite 3310, One Penn Plaza
New York, NY 10119
Telephone: 212-760-0060

By:_____
Name: Christopher McKenna
Title: Executive Committee Member
Address: Lehman Brothers, Inc.
399 Park Avenue, 6th floor
New York, NY 10022
Telephone: 212-526-0369

IN WITNESS WHEREOF, the parties hereto caused this Second Supplemental Trust Administration Agreement to be executed by a duly authorized signatory, all as of the day and year first above written.

JFK INTERNATIONAL AIR TERMINAL LLC

By:_____
Name: Victor van der Chijs
Title: Executive Committee Member
Address: Schiphol USA, Inc.
570 Lexington Avenue
New York, NY 10022
Telephone: 212-319-8481

By:_____
Name: David Sigman
Title: Executive Committee Member
Address: LCOR Incorporated
Suite 3310, One Penn Plaza
New York, NY 10119
Telephone: 212-760-0060

By:_____
Name: Christopher McKenna
Title: Executive Committee Member
Address: Lehman Brothers, Inc.
399 Park Avenue, 6th floor
New York, NY 10022
Telephone: 212-526-0369

IN WITNESS WHEREOF, the parties hereto caused this Second Supplemental Trust Administration Agreement to be executed by a duly authorized signatory, all as of the day and year first above written.

JFK INTERNATIONAL AIR TERMINAL LLC

By_____
Name: Victor van der Chijs
Title: Executive Committee Member
Address: Schiphol USA, Inc.
570 Lexington Avenue
New York, NY 10022
Telephone: 212-319-8481

By:_____
Name: David Sigman
Title: Executive Committee Member
Address: LCOR Incorporated
Suite 3310, One Penn Plaza
New York, NY 10119
Telephone: 212-760-0060

By:_____
Name: Christopher McKenna
Title: Executive Committee Member
Address: Lehman Brothers, Inc.
399 Park Avenue, 6th floor
New York, NY 10022
Telephone: 212-526-0369

THE BANK OF NEW YORK, as Trustee

By: _____

Name: BEVERLY GARDNER-SAMUEL

Title: Assistant Treasurer

By its execution of this Second Supplemental Trust Administration Agreement, The Port Authority of New York and New Jersey hereby consents to the terms of this Second Supplemental Trust Administration Agreement, in accordance with the requirements of Section 7.2 of the Trust Administration Agreement.

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY, as consenter

By: _____

Name: FRANCIS A. DIMOLA

Title: ASSISTANT DIRECTOR
AVIATION DEPT.

APPROVED
TERMS | FORM

MBIA INSURANCE CORPORATION

December 20, 2002

To: The Bank of New York, as Trustee
JFK International Air Terminal LLC
The Port Authority of New York and New Jersey

Second Supplemental Trust Administration Agreement
First Supplemental Agreement to Second Leasehold Mortgage
Supplemental Lease Agreement No. 2

Reference is made to that certain *(i)* Trust Administration Agreement, dated as of May 13, 1997, between JFK International Air Terminal LLC, a New York limited liability company (the "Lessee"), and The Bank Of New York, as trustee (the "Trustee") (as the same may be amended from time to time, the "Trust Administration Agreement"), *(ii)* Leasehold Mortgage, dated as of May 13, 1997, between the Lessee and the Trustee, as mortgagee (as the same may be amended from time to time, the "First Leasehold Mortgage") and *(iii)* Port Authority Financing Consent and Agreement, dated as of May 13, 1997, among The Port Authority of New York and New Jersey (the "Port Authority"), MBIA Insurance Corporation ("MBIA"), the Lessee and the Trustee (as the same may be amended from time to time, the "Port Authority Financing Consent and Agreement"). Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Trust Administration Agreement.

Further reference is made to that certain *(i)* Second Supplemental Trust Administration Agreement, dated as of the date hereof, between the Company and the Trustee (the "Supplemental Trust Administration Agreement"), *(ii)* Supplemental Lease Agreement No. 2, dated as of the date hereof, between the Port Authority and the Company (the "Supplemental Lease Agreement No. 2") and *(iii)* First Supplemental Agreement to Second Leasehold Mortgage, dated as of the date hereof, between the Company and the Port Authority (the "First Supplemental Agreement to Second Leasehold Mortgage") (together with the Supplemental Trust Administration Agreement, the "Amendment Documents").

Pursuant to Section 16 of the Port Authority Financing Consent and Agreement, MBIA, as deemed owner of a principal amount of the Series 6 Bonds equal to the amount of the Insured Bonds, hereby consents to the execution and delivery of the Amendment Documents by the relevant parties thereto and to the delivery by the Trustee of its consent to the execution and delivery of the Supplemental Lease Agreement No. 2.

MBIA represents and confirms that the total aggregate principal amount of the Series 6 Bonds Outstanding are Insured Bonds (as defined in the Port Authority Financing Consent and Agreement) and that MBIA is not in default under the Bond Insurance Policy (as defined in the Port Authority Financing Consent and Agreement).

MBIA INSURANCE CORPORATION

By: [signature]
Name: THOMAS H. COCHRAN
Title: DIRECTOR, INSURED PORTFOLIO MANAGEMENT, GLOBAL PUBLIC FINANCE

APPROVED	
TERMS	FORM
[signature]	[signature]

21438430v4

JFK INTERNATIONAL AIR TERMINAL LLC

December 20, 2002

To: The Bank of New York, as Trustee

Second Supplemental Trust Administration Agreement
First Supplemental Agreement to Second Leasehold Mortgage
Supplemental Lease Agreement No. 2

Reference is made to that certain *(i)* Trust Administration Agreement, dated as of May 13, 1997, between JFK International Air Terminal LLC, a New York limited liability company (the "Company"), and The Bank Of New York, as trustee (the "Trustee") (as the same may be amended from time to time, the "Trust Administration Agreement"), *(ii)* Leasehold Mortgage, dated as of May 13, 1997, between the Company and the Trustee, as mortgagee (as the same may be amended from time to time, the "First Leasehold Mortgage") and *(iii)* Port Authority Financing Consent and Agreement, dated as of May 13, 1997, among The Port Authority of New York and New Jersey (the "Port Authority"), MBIA Insurance Corporation ("MBIA"), the Company and the Trustee (as the same may be amended from time to time, the "Port Authority Financing Consent and Agreement"). Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Trust Administration Agreement.

Further reference is made to that certain *(i)* Second Supplemental Trust Administration Agreement, dated as of the date hereof, between the Company and the Trustee (the "Supplemental Trust Administration Agreement"), *(ii)* Supplemental Lease Agreement No. 2, dated as of the date hereof, between the Port Authority and the Company (the "Supplemental Lease Agreement No. 2") and *(iii)* First Supplemental Agreement to Second Leasehold Mortgage, dated as of the date hereof, between the Company and the Port Authority (the "First Supplemental Agreement to Second Leasehold Mortgage").

The Company hereby requests that the Trustee execute and deliver the Supplemental Trust Administration Agreement and consent to the execution and delivery of the Supplemental Lease Agreement No. 2.

Pursuant to Section 16 of the Port Authority Financing Consent and Agreement, MBIA, as deemed owner of a principal amount of the Series 6 Bonds equal to the amount of the Insured Bonds, has consented to the execution and delivery by the Trustee of the Supplemental Trust Administration Agreement and to the delivery by the Trustee of its consent to the Supplemental Lease Agreement No. 2.

JFK International Air Terminal

By: _____
Name: David Sigman
Title: Executive Committee Member

APPROVED
TERMS | FORM

JFK International Air Terminal LLC

December 20, 2002

To: The Bank of New York, as Trustee
MBIA Insurance Corporation, as Bond Insurer

Supplemental Lease Agreement No. 2

Reference is made to that certain *(i)* Agreement of Lease, dated as of May 13, 1997 (identified by the Port Authority Lease Number AYC – 685) (the "Lease"), between JFK International Air Terminal LLC, a New York limited liability company (the "Company") and The Port Authority of New York and New Jersey (the "Port Authority") and *(ii)* Trust Administration Agreement, dated as of May 13, 1997 (the "Trust Administration Agreement"), between the Company, and The Bank Of New York, as trustee (the "Trustee"). Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Trust Administration Agreement.

Further reference is made to that certain *(i)* Supplemental Lease Agreement No. 1, dated as of August 10, 2001, between the Company and the Port Authority (the "Supplemental Lease Agreement No. 1"), *(ii)* First Supplemental Trust Administration Agreement, dated as of August 10, 2001, between the Company and the Trustee, *(iii)* Supplemental Lease Agreement No. 2, dated as of the date hereof, between the Company and the Port Authority (the "Supplemental Lease Agreement No. 2") and *(iv)* Second Supplemental Trust Administration Agreement, dated as of the date hereof, between the Company and the Trustee.

Notwithstanding the terms of Section 19.8 of the Supplemental Lease Agreement No. 1 and Section 13 of the Supplemental Lease Agreement No. 2 (and, with regards to the Bond Insurer, so long as the Bond Insurance Policy is in force and effect and the Bond Insurer is not in default under the Bond Insurance Policy), Section 2.5 and Section 2.10 of the Supplemental Lease Agreement No. 1 (as amended by Supplemental Lease Agreement No. 2) shall be construed to be for the benefit of the Bond Insurer and the Trustee, each in its own right.

JFK International Air Terminal LLC has executed and delivered this side letter as of the day and year first above written.

JFK International Air Terminal LLC

By: _____
Name: David Sigman
Title: Executive Committee Member

The Port Authority hereby acknowledges and agrees with the terms of this side letter as of the day and year first above written.

The Port Authority of New York
and New Jersey

By: _____
Name:
Title:

JFK International Air Terminal LLC has executed and delivered this side letter as of the day and year first above written.

JFK International Air Terminal LLC

By: _____
Name: David Sigman
Title: Executive Committee Member

The Port Authority hereby acknowledges and agrees with the terms of this side letter as of the day and year first above written.

The Port Authority of New York
and New Jersey

By: _____
Name: Francis DiMola
Title: Asst. Director

APPROVED
TERMS FORM

December 20, 2003

Board of Commissioners
The Port Authority of New York
and New Jersey

The Bank of New York, as Trustee

MBIA Insurance Corporation

Ladies and Gentlemen:

We have acted as special counsel to JFK International Air Terminal LLC, a New York limited liability company (the "Company"), in connection with *(a)* the Supplemental Lease Agreement No. 1 (the "Supplemental Lease Agreement No.1"), dated as of August 10, 2001, between the Company and The Port Authority of New York and New Jersey (the "Port Authority"), *(b)* the Supplemental Lease Agreement No. 2 (the "Supplemental Lease Agreement No.2"), dated as of the date hereof, between the Company and the Port Authority, *(c)* the First Supplemental Trust Administration Agreement (the "First Supplemental Trust Administration Agreement"), dated as of August 10, 2001, between the Company and The Bank of New York, as trustee (the "Trustee"), *(d)* the Second Supplemental Trust Administration Agreement (the "Second Supplemental Trust Administration Agreement"), dated as of the date hereof, between the Company and the Trustee, *(e)* the Second Leasehold Mortgage (the "Leasehold Mortgage"), dated as of August 10, 2001, between the Company and the Port Authority, and *(f)* the First Supplemental Agreement to the Second Leasehold Mortgage (the "First Supplemental Agreement to Second Leasehold Mortgage"), dated as of the date hereof, between the Company and the Port Authority.

This opinion is being delivered to you pursuant to paragraph 10(b) of the Supplemental Lease Agreement No.2. Capitalized terms not otherwise defined shall have the respective meanings given to such terms in the Supplemental Lease Agreement No.1, as amended and supplemented by the Supplemental Lease Agreement No.2.

In arriving at the opinions expressed below:

(a) we have reviewed *(i)* the *(A)* Supplemental Lease Agreement No.2, *(B)* Second Supplemental Trust Administration Agreement, and *(C)* First Supplemental Agreement to Second Leasehold Mortgage (collectively the "Transactional Documents") and *(ii)* the MBIA Consent letter, dated as of the date hereof, from MBIA Insurance Corporation to the Trustee and the Port Authority (the "MBIA Consent Letter"), the Lease, the Leasehold Mortgage, the Trust Administration Agreement, the Supplemental Lease Agreement No.1, the Second Leasehold Mortgage, the First Supplemental Trust Administration Agreement and the Port Authority Financing Consent and Agreement;

(b) we have examined and relied on such documents and records of the Company and such other instruments and certificates of *(i)* public officials, and *(ii)* officers and representatives of the Company, including the Officer Certificate of the Company, dated the date hereof (delivered pursuant to paragraph 10(a) of the Supplemental Lease Agreement No.2), as we have deemed necessary or appropriate for the purposes of this opinion;

(c) we have examined and relied upon the representations and warranties as to factual matters contained in or made pursuant to the Transactional Documents; and

(d) we have made such investigations of law as we have deemed appropriate as a basis for this opinion.

In rendering the opinions expressed below, we have assumed, with your permission, without independent investigation or inquiry, *(a)* the authenticity of all documents submitted to us as originals, *(b)* the genuineness of all signatures (other than that of the Company) on all documents that we examined, *(c)* the conformity to authentic originals of documents submitted to us as certified, conformed or photostatic copies, and *(d)* the due authorization, execution and delivery of the Transactional Documents by each party to each such agreement (other than the Company).

Based upon and subject to the foregoing and the qualifications hereinafter set forth, we are of the opinion that:

(1) Existence. The Company is validly existing as a limited liability company under the laws of the State of New York.

(2) Power and Authority of Company, etc. The Company has all requisite power under New York law to execute, deliver and perform the Transactional Documents. The Company has taken all action required under New York law and its

Amended and Restated Operating Agreement, dated December 16, 1996, among LCOR JFK Airport, L.L.C., Schiphol USA Inc., and Lehman JFK LLC (as amended as of the date hereof) for the authorization, execution, delivery and performance of the Transactional Documents.

(3) Enforceability, etc. Each of the Transactional Documents has been duly executed and delivered on behalf of the Company and constitutes a valid and binding obligation of the Company enforceable against the Company in accordance with its terms.

(4) No Violation, etc. The execution, delivery and performance by the Company of the Transactional Documents do not *(i)* violate any Federal or New York State law or regulation applicable to the Company, or *(ii)* constitute a breach of, or result in a default under, the provisions of any material agreement or other material instrument known to us to which the Company is a party or to which any of its properties is subject.

(5) The Trustee. Pursuant to the Financing Agreements, and the MBIA Consent Letter, the Trustee is authorized to execute the Second Supplemental Trust Administration Agreement.

* * *

Our opinions set forth above are subject to *(i)* bankruptcy, insolvency, fraudulent conveyance, fraudulent transfer, reorganization, moratorium and other similar laws relating to or affecting creditors' rights or remedies generally, *(ii)* general equitable principles (whether considered in a proceeding in equity or at law) and *(iii)* an implied covenant of good faith, reasonableness and fair dealing. In addition, applicable state laws and interpretations may affect the validity or enforceability of certain remedies provided for in the Transactional Documents, but such limitations do not, in our opinion, make the remedies provided for therein inadequate for the practical realization of the rights and benefits intended to be provided thereby (subject to the other qualifications expressed herein).

We express no opinion as to the laws of any jurisdiction other than the laws of the State of New York and those Federal laws of the United States of America which, in our experience, are generally applicable to transactions of this type. We have assumed, with your permission, that the execution and delivery of the Transactional Documents by each party to each such agreement (other than the Company) and the performance of such party's obligations thereunder will not violate any fundamental public policy under applicable law (other than the laws of the State of New York and Federal laws of the United States of America).

* * *

The opinions expressed herein are solely for your benefit and, without our prior consent, neither our opinion nor this opinion letter may be furnished or disclosed to or relied upon by any other person.

Very truly yours,

Debevoise & Plimpton

OFFICER'S CERTIFICATE

JFK INTERNATIONAL AIR TERMINAL LLC

I, David Sigman, do hereby certify that I am an Executive Committee Member and an Authorized Representative of JFK International Air Terminal LLC, a New York limited liability company (the "Company"), and that as such I am authorized to execute this certificate on behalf of the Company.

Pursuant to Section 10(a) of the Supplemental Lease Agreement No. 2, dated as of the date hereof, between the Company and The Port Authority of New York and New Jersey (the "Supplemental Lease Agreement No. 2"), I further certify as follows (capitalized terms not otherwise defined shall have the respective meanings given to such terms in the Supplemental Lease Agreement No. 2):

(a) No events that would constitute Aggregate Payment Obligation Events of Default have occurred and are continuing;

(b) The Company has met and will continue to take all action necessary to meet all of its obligations under the Financing Documents; and

(c) The execution and delivery of, and performance by, each of the parties to (i) the Supplemental Lease Agreement No. 2, (ii) the First Supplemental Agreement to Second Leasehold Mortgage, dated as of the date hereof, between the Company and Port Authority and (iii) the Second Supplemental Trust Administration Agreement, dated as of the date hereof, between the Company and the Bank of New York, as trustee, (the "Trustee") and the consummation of the transactions contemplated in each such document will not have a material adverse effect on the holders of the Series 6 Bonds (as such term defined in the Trust Administration Agreement, dated May 13, 1997, between the Company and the Trustee).

IN WITNESS WHEREOF, I have hereunto signed my name this 20 day of December, 2002.

JFK INTERNATIONAL AIR TERMINAL LLC

By: _____
Name: David Sigman
Title: Executive Committee Member

JFK INTERNATIONAL AIR TERMINAL LLC
JOINT RESOLUTIONS OF MEMBERS
AND EXECUTIVE COMMITTEE

The undersigned, being all of the members (the "Members") and a quorum of the members of the Executive Committee (the "Executive Committee") of JFK International Air Terminal LLC (the "Company"), a New York limited liability company, hereby consent pursuant to Sections 9.8 and 5.4.2 of the Operating Agreement of the Company, as amended, to the action of the Members and the Executive Committee in adopting the following resolutions as of the 20th day of December, 2002:

RESOLVED that the Company enter into an agreement, entitled Supplemental Lease Agreement No. 2 (the "Supplemental Lease Agreement No. 2"), with The Port Authority of New York and New Jersey (the "Port Authority"), substantially in the form previously circulated to the Members and the Executive Committee on December 19, 2002, supplementing and amending the Agreement of Lease, No. AYC-685, effective as of May 13, 1997, between the Port Authority, as lessor, and the Company, as lessee (the "Original Lease"), as previously supplemented by Supplemental Lease Agreement No. 1, dated as of August 10, 2001, between the Port Authority and the Company (the "Supplemental Lease Agreement No. 1"; the Original Lease as supplemented and amended by the Supplemental Lease Agreement No. 1 and the Supplemental Lease Agreement No. 2 being herein called the "Lease"), *provided* that the Company shall have obtained any and all necessary consents from representatives of the holders of the Port Authority's Series 6 Special Project Bonds.

FURTHER RESOLVED that, in connection with the foregoing, the Company enter into a Second Supplemental Trust Administration Agreement, a First Supplemental Agreement to Second Leasehold Mortgage and such other documents and instruments as may be necessary or appropriate in connection with or to implement the Supplemental Lease Agreement No. 2 and such other named documents, or in furtherance of the purposes thereof.

FURTHER RESOLVED that the forms of the Supplemental Lease Agreement No. 2, the Second Supplemental Trust Administration Agreement and the First Supplemental Agreement to Second Leasehold Mortgage previously circulated to the Members and the Executive Committee be and hereby are approved, that the Executive Committee be and hereby is authorized to execute and deliver such documents, with such changes, if any, as the Executive Committee may be its execution thereof approve, and that the other documents and instruments referred to above may be executed and delivered by any Executive Committee Member or any General Manager of the Company.

FURTHER RESOLVED that the Executive Committee be and hereby is authorized to take such other action as shall be necessary or appropriate to implement the foregoing resolutions, or the intent thereof.

IN WITNESS WHEREOF, the *(i)* undersigned Members have executed these resolutions by their Authorized Representatives and *(ii)* undersigned Executive Committee Members have executed these resolutions.

SCHIPHOL USA LLC

By:_____
Victor van der Chijs
Authorized Representative
Executive Committee Member

LCOR J.F.K. Airport, L.L.C.

By:_____
David A. Sigman
Authorized Representative
Executive Committee Member

LEHMAN JFK LLC

By:_____
Christopher McKenna
Authorized Representative
Executive Committee Member

FURTHER RESOLVED that the Executive Committee be and hereby is authorized to take such other action as shall be necessary or appropriate to implement the foregoing resolutions, or the intent thereof.

IN WITNESS WHEREOF, the *(i)* undersigned Members have executed these resolutions by their Authorized Representatives and *(ii)* undersigned Executive Committee Members have executed these resolutions.

SCHIPHOL USA LLC

By:_____
Victor van der Chijs
Authorized Representative
Executive Committee Member

LCOR J.F.K. Airport, L.L.C.

By:_____
David A. Sigman
Authorized Representative
Executive Committee Member

LEHMAN JFK LLC

By:_____
Christopher McKenna
Authorized Representative
Executive Committee Member

FURTHER RESOLVED that the Executive Committee be and hereby is authorized to take such other action as shall be necessary or appropriate to implement the foregoing resolutions, or the intent thereof.

IN WITNESS WHEREOF, the *(i)* undersigned Members have executed these resolutions by their Authorized Representatives and *(ii)* undersigned Executive Committee Members have executed these resolutions.

SCHIPHOL USA LLC

By:_____
Victor van der Chijs
Authorized Representative
Executive Committee Member

LCOR J.F.K. Airport, L.L.C.

By:_____
David A. Sigman
Authorized Representative
Executive Committee Member

LEHMAN JFK LLC

By:_____
Christopher McKenna
Authorized Representative
Executive Committee Member

JFK INTERNATIONAL AIR TERMINAL LLC

Certificate of Authorized Representative

I, Peter DiLullo, do hereby certify that I am an Executive Committee Member and an Authorized Representative of JFK International Air Terminal LLC, a New York limited liability company (the "Company"), and that as such I am authorized to execute this certificate on behalf of the Company.

I further certify that the following persons are either *(i)* duly elected, qualified and acting officers of the Company, or *(ii)* otherwise authorized to execute documents in the name of the Company, as specified below, and the signature of each such person appearing opposite his or her name below is his or her genuine signature or a true facsimile thereof.

Name	Title	Signature
Victor van der Chijs	Executive Committee Member	_____
David Sigman	Executive Committee Member	_____
Chris McKenna	Executive Committee Member	_____

IN WITNESS WHEREOF, I have hereunto signed my name this 20th day of December, 2002.

JFK INTERNATIONAL AIR TERMINAL LLC

By: _____

Name: Peter DiLullo
Title: Executive Committee Member

JFK INTERNATIONAL AIR TERMINAL LLC

Certificate of Authorized Representative

I, Peter DiLullo, do hereby certify that I am an Executive Committee Member and an Authorized Representative of JFK International Air Terminal LLC, a New York limited liability company (the "Company"), and that as such I am authorized to execute this certificate on behalf of the Company.

I further certify that the following persons are either *(i)* duly elected, qualified and acting officers of the Company, or *(ii)* otherwise authorized to execute documents in the name of the Company, as specified below, and the signature of each such person appearing opposite his or her name below is his or her genuine signature or a true facsimile thereof.

Name	Title	Signature
Victor van der Chijs	Executive Committee Member	
David Sigman	Executive Committee Member	
Chris McKenna	Executive Committee Member	

IN WITNESS WHEREOF, I have hereunto signed my name this 20th day of December, 2002.

JFK INTERNATIONAL AIR TERMINAL LLC

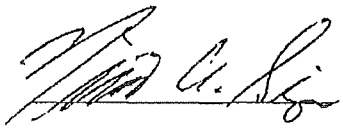
By: _____
Name: Peter DiLullo
Title: Executive Committee Member

JFK INTERNATIONAL AIR TERMINAL LLC

Certificate of Authorized Representative

I, Peter DiLullo, do hereby certify that I am an Executive Committee Member and an Authorized Representative of JFK International Air Terminal LLC, a New York limited liability company (the "Company"), and that as such I am authorized to execute this certificate on behalf of the Company.

I further certify that the following persons are either *(i)* duly elected, qualified and acting officers of the Company, or *(ii)* otherwise authorized to execute documents in the name of the Company, as specified below, and the signature of each such person appearing opposite his or her name below is his or her genuine signature or a true facsimile thereof.

Name	Title	Signature
Victor van der Chijs	Executive Committee Member	_____
David Sigman	Executive Committee Member	
Chris McKenna	Executive Committee Member	_____

IN WITNESS WHEREOF, I have hereunto signed my name this 20th day of December, 2002.

JFK INTERNATIONAL AIR TERMINAL LLC

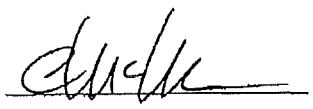
By:_____
Name: Peter DiLullo
Title: Executive Committee Member

JFK INTERNATIONAL AIR TERMINAL LLC

Certificate of Authorized Representative

I, Peter DiLullo, do hereby certify that I am an Executive Committee Member and an Authorized Representative of JFK International Air Terminal LLC, a New York limited liability company (the "Company"), and that as such I am authorized to execute this certificate on behalf of the Company.

I further certify that the following persons are either *(i)* duly elected, qualified and acting officers of the Company, or *(ii)* otherwise authorized to execute documents in the name of the Company, as specified below, and the signature of each such person appearing opposite his or her name below is his or her genuine signature or a true facsimile thereof.

Name	Title	Signature
Victor van der Chijs	Executive Committee Member	_____
David Sigman	Executive Committee Member	_____
Chris McKenna	Executive Committee Member	

IN WITNESS WHEREOF, I have hereunto signed my name this 20th day of December, 2002.

JFK INTERNATIONAL AIR TERMINAL LLC

By:_____
Name: Peter DiLullo
Title: Executive Committee Member

State of New York
Department of State } ss:

I hereby certify, that JFK INTERNATIONAL AIR TERMINAL LLC a NEW YORK Limited Liability Company filed Articles of Organization pursuant to the Limited Liability Company Law on 11/05/1996, and that the Limited Liability Company is subsisting so far as shown by the records of the Department.

***

Witness my hand and the official seal of the Department of State at the City of Albany, this 18th day of December two thousand and two.

Secretary of State

200212190154 * 07

CERTIFICATE AS TO CERTAIN PROCEEDINGS PERTAINING TO SUPPLEMENTAL LEASE AGREEMENT NO.2 TO LEASE AYC-885

I, LINDA HANDEL, Assistant Secretary of The Port Authority of New York and New Jersey (hereinafter called the "Authority"), a body corporate and politic and a municipal corporate instrumentality of the States of New York and New Jersey created and existing by virtue of the Compact of April 30, 1921, made by and between said States and thereafter consented to by the Congress of the United States (hereinafter called the "Compact"), HEREBY CERTIFY with respect to Supplemental Lease Agreement No. 2 to Lease AYC-685, dated as of December 20, 2002, between JFK International Air Terminal LLC and the Authority (hereinafter called "Lease Supplement No. 2"), THAT:

1. the matter annexed hereto entitled "*John F. Kennedy International Airport – JFK International Air Terminal LLC-Supplement to Lease AYC-685*" is a true and correct transcript of a resolution of the Authority, duly and unanimously adopted at a meeting of the Authority duly held on November 21, 2002, and such resolution of November 21, 2002, has not been altered, modified, amended or repealed and is now in full force and effect;

2. I have examined the Official Minutes and Records of the Authority concerning the Bonds, and it appears from said Official Minutes and Records that the matter hereinabove referred to in paragraph 1 constitutes all of the proceedings of the Authority with respect to Lease Supplement No. 2;

3. the Compact and the various statutes of the States of New York and New Jersey amendatory thereof and supplemental thereto are now in full force and effect; and

4. the matter annexed hereto entitled "*By-Laws of The Port Authority of New York and New Jersey, Corrected to November 12, 1981*" is a true and correct transcript of the By-Laws of the Authority, duly and unanimously adopted at a meeting of the Authority duly held on November 12, 1981, and such By-Laws have not been altered, modified, amended or repealed, and are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand as Assistant Secretary of and on behalf of The Port Authority of New York and New Jersey and caused the official seal of The Port Authority of New York and New Jersey to be affixed hereto this 20th day of December, 2002.

Assistant Secretary
THE PORT AUTHORITY
OF NEW YORK AND NEW JERSEY

(Board – 11/21/02)

JOHN F. KENNEDY INTERNATIONAL AIRPORT – JFK INTERNATIONAL AIR TERMINAL LLC – SUPPLEMENT TO LEASE AYC-685

At its meeting of January 23 1997, the Board authorized Lease AYC-685 with JFK International Air Terminal LLC (JFKIAT) for the development of a new, 1.4 million square-foot, 16 gate airline passenger terminal at John F. Kennedy International Airport (JFK), on the site of the old International Arrivals Building. The project was initially financed with $934 million of Port Authority Special Project Bonds Series 6 (the Series 6 Bonds) and a $15 million equity contribution from JFKIAT. On April 5, 2001, the Board authorized the investment of Port Authority operating funds in an amount not to exceed $180 million to be used by JFKIAT for certain project costs attributable to the completion of Terminal 4 (the Completion Financing). Repayment of the Completion Financing was subordinated to the payment of the Series 6 Bonds. Operations at the new terminal commenced in May 2001, and JFKIAT expects to complete all elements of the redevelopment project by October 2003.

The continued weakness in the airline industry and in the economy in general has resulted in a slower than anticipated growth in Terminal 4's revenues. Additionally, absent an extension of the New York City Lease for JFK and LaGuardia Airports through 2025, JFKIAT is obligated to amortize its repayment of the Series 6 Bonds and the Completion Financing through 2015. This 2015 amortization schedule has made it more difficult for JFKIAT to meet its payment obligations in 2003 to the Port Authority on the Completion Financing. Staff has been advised by JFKIAT that Terminal 4's currently projected revenues for 2003 will not be sufficient to permit JFKIAT to make its semi-annual payment obligations due in June 2003 and December 2003 of approximately $11 million in the aggregate. Projected revenues appear to be sufficient only to operate and maintain the terminal, pay ground rent to the Port Authority and pay debt service on the Series 6 Bonds.

It was recommended that JFKIAT be permitted to defer its payment obligations in 2003 under the Completion Financing in an amount not to exceed $11 million (the 2003 Payment Obligations). JFKIAT would pay the 2003 Payment Obligations commencing on December 1, 2006 through December 1, 2014 under a schedule to be set forth in a supplement to Lease AYC-685. An amount equivalent to 8.75 percent per annum would accrue on the unpaid balance of the 2003 Payment Obligations. JFKIAT would be permitted to prepay the 2003 Payment Obligations and accruals thereon. Further amendment of JFKIAT's second leasehold mortgage covering the Completion Financing may be necessary to accomplish the above-described transaction. In the event that there are monies available in 2003 after the payment of permitted operation and maintenance expenses, ground rent and debt service on the Series 6 Bonds, such monies would not be applied to reduce the 2003 Payment Obligations.

Effectively, in connection with the recommended transaction, the authorized amount of the Port Authority's investment of operating funds under the Completion Financing would be increased.

Pursuant to the foregoing report, the following resolution was adopted with Commissioners Blakeman, Chasanoff, Gargano, Kushner, Philibosian, Pocino, Sartor, Sinagra and Song voting in favor; none against:

RESOLVED, that the Executive Director be and he hereby is authorized, for and on behalf of the Port Authority, to enter into a further supplement to Lease.

AYC-685, as amended and supplemented, with JFK International Air Terminal LLC (JFKIAT) on terms and conditions at least as favorable to the Port Authority as those outlined to the Board, and into such other related agreements as may be necessary or appropriate to effectuate the transaction, provided, however, that if the transaction differs substantially from the transaction outline to the Board; such difference shall be reported to the Committee on Finance; and it is further

RESOLVED, that, subsequent to the execution and delivery of such lease supplement and such related agreements described above, the Executive Director, Deputy Executive Director, Chief Financial Officer, Treasurer or Assistant Treasurer be and they each hereby are authorized to invest additional Port Authority operating funds substantially in accordance with the terms and conditions outlined to the Board to effectuate the transaction and to enter into such other related agreements as may be necessary or appropriate to effectuate such increased investment in connection therewith; and it is further

RESOLVED, that the form of the agreements in connection with the foregoing shall be subject to the approval of General Counsel or his authorized representative.

JFK INTERNATIONAL AIR TERMINAL LLC

March 5, 2002

The Port Authority of New York
and New Jersey
One Madison Avenue
7th Floor
New York, NY 10010

Certification Regarding Increase of the Payment Obligation Cap Pursuant to Section 8.1(i) of the Supplemental Lease Agreement No. 1

Please find enclosed herein a Certificate issued as of the date hereof, pursuant to the Supplemental Lease Agreement No. 1, dated as of August 10, 2001, between the Port Authority and the Tenant (the "Supplemental Lease Agreement No.1"), in which the Lessee certifies that the Lessee has not and does not reasonably foresee that it will commence construction on or before the Final Investment Date of any construction project at the Premises compromising sixteen or more additional aircraft contact gates beyond those required to be constructed pursuant to the Lease. Terms used in this letter without definition shall have the meanings ascribed thereto in the Supplemental Lease Agreement No.1.

The Certificate is issued pursuant to the terms of Section 8.1(i) of the Supplemental Lease Agreement No. 1 for the purpose of increasing the Payment Obligation Cap from $162,000,000.00 to $172,000,000.00 in accordance with the Supplemental Lease Agreement No. 1.

The Lessee wishes to clarify that, in its reasonable business judgment, it does not reasonably foresee the commencement of such construction on or before the Final Investment Date because of several factors, including, but not limited to, the current downturn in international air passenger travel following the events of September 11, 2001, the indefinite suspension of negotiations with Delta Airlines for the space such construction would provide as a result of such events of September 11, 2001, the absence of any current negotiations with any prospective alternative tenants for the space such construction would provide, and finally, the additional costs that would be incurred if the construction team had to be remobilized. Despite this forecast, the Lessee will continue

Terminal 4, Room 161.022 • JFK International Airport, Jamaica, NY 11430
Telephone: 718-751-3800 • Fax: 718-751-3809

to seek, and negotiate with, appropriate prospective tenants for such space. The Lessee considers, in its reasonable business judgment, that it is unlikely that such negotiations will be completed and such construction commenced in the period indicated above. However, the enclosed Certificate does not state, and should not be construed to imply, that the Lessee is precluded from commencing such construction prior to the Final Investment Date if the Lessee is able to complete such negotiations and commence such construction prior to the Final Investment Date.

JFK INTERNATIONAL AIR TERMINAL LLC

By: _____
Name: DAVID A. SIGMAN
Title: Exec. Com. Mbr.

CERTIFICATE

Pursuant to Section 8.1(i) of the Supplemental Lease Agreement No. 1

JFK INTERNATIONAL AIR TERMINAL LLC

I, DAVID SIGMAN, do hereby certify that I am an Executive Committee Member and an Authorized Representative of JFK International Air Terminal LLC, a New York limited liability company (the "Company"), and that as such I am authorized to execute this certificate on behalf of the Company.

Pursuant to Section 8.1(i) of the Supplemental Lease Agreement No. 1, dated as of August 10, 2001, between the Company and The Port Authority of New York and New Jersey (the "Supplemental Lease"), I further certify as follows (capitalized terms not otherwise defined shall have the respective meanings given to such terms in the Supplemental Lease):

The Lessee has not commenced, and does not reasonably foresee that it will commence, the construction, on or before the Final Investment Date, of any construction project at the Premises comprising sixteen or more additional aircraft contact gates beyond those required to be constructed pursuant to Section 18 of the Lease.

IN WITNESS WHEREOF, I have hereunto signed my name this __ day of March, 2002.

JFK INTERNATIONAL AIR TERMINAL LLC

By: [signature]
Name: DAVID A. SIGMAN
Title: Executive Committee Member

SUPPLEMENTAL LEASE AGREEMENT NO. 2

between

JFK INTERNATIONAL AIR TERMINAL LLC

and

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

LEASE NO. AYC-685

Dated as of December 20, 2002

[NOT PART OF EXECUTED DOCUMENT]

Supplemental Lease Agreement No. 2
Table Of Contents

Page

1. Definitions....1
2. Amendment of Section 80....2
3. Amendment of Article I....2
4. Amendment of Article II....13
5. Amendment of Section 3.2....21
6. Amendment of Section 4.3....22
7. Amendment of Section 6.3....22
8. Amendment of Section 8.1....23
9. Additional Exhibits....23
10. Conditions Precedent to Effectiveness....24
11. Representations and Warranties....25
12. Non-liability of Individuals; Limitations on Recourse....26
13. Beneficial Parties....27
14. Counterparts....27
18. Continued Effectivness....27

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

Port Authority Agreement No. AYC-685

SUPPLEMENTAL LEASE AGREEMENT NO. 2

THIS SUPPLEMENTAL LEASE AGREEMENT NO. 2 dated as of December 20, 2002 (the "Supplemental Lease Agreement No. 2 Effective Date") by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (the "Port Authority") and JFK INTERNATIONAL AIR TERMINAL LLC (the "Lessee"), a limited liability company of the State of New York having an office and place of business at Terminal Four, John F. Kennedy International Airport, Jamaica, New York 11430.

WITNESSETH, That:

WHEREAS, on May 13, 1997 the Port Authority and the Lessee entered into an Agreement of Lease identified by the above-referenced Port Authority agreement number AYC-685 (the "Lease" as the same has heretofore been, is hereby and may hereafter be amended, modified and supplemented) and relating to the development, construction and operation of a new passenger terminal at John F. Kennedy International Airport ("the Terminal 4 Project");

WHEREAS, the Port Authority and the Lessee entered into Supplemental Lease Agreement No. 1 (the "Supplemental Lease Agreement No. 1") to the Lease as of August 10, 2001 providing for additional funding to complete the Terminal 4 Project (the "Completion Financing");

WHEREAS, the Lessee has requested the Port Authority to provide additional funding to the Lessee for payments due with respect to the Completion Financing during the calendar year 2003; and

WHEREAS, the Lessee and the Port Authority have agreed to amend the Lease to provide for such additional funding;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained and effective as of the Supplemental Lease Agreement No. 2 Effective Date, the Port Authority and the Lessee hereby agree as follows:

1. Definitions: Unless the context shall clearly indicate some other meaning or may otherwise require, capitalized terms used in this Supplemental Lease Agreement No. 2 without definition shall have the meanings ascribed thereto in the Lease, as herein amended and supplemented.

2. Amendment of Section 80:

Section 80 of the Lease is hereby amended by deleting the address, "One World Trade Center, New York, New York 10048" appearing in the sixteenth (16th) and seventh (17th) lines thereof and by substituting in lieu thereof the address, "225 Park Avenue South, New York, New York 10003".

3. Amendment of Article I: Article I of Supplemental Lease Agreement No. 1 to the Lease is hereby amended and restated to read as follows:

"ARTICLE I. DEFINITIONS

1.1. *Definitions.* Unless the context shall clearly indicate some other meaning or may otherwise require, capitalized terms used in this Agreement without definition will have the meanings ascribed thereto in the Lease; if no such meanings are ascribed thereto in the Lease, then such capitalized terms shall have the meanings ascribed thereto in the Trust Administration Agreement dated May 13, 1997, by and between the Lessee and The Bank of New York, as trustee (the "Trust Administration Agreement"), in each case as the same may be amended, modified or supplemented from time to time (such meanings to be equally applicable to both the singular and plural forms of the defined terms).

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

The term 'Additional Annual Payment Obligation' shall mean the obligation of the Lessee to make annual payments on the Additional Payment Obligation to the Port Authority in accordance with the terms of Section 2.4 (ii) of this Agreement.

The term 'Additional Investment' shall mean an amount equal to the sum of the (i) June 2003 Additional Investment, (ii) the June 2003 Semi-Annual Investment, (iii) the December 2003 Additional Investment and (iv) the December 2003 Semi-Annual Investment.

The term 'Additional Investment Default Rate' shall mean a rate per annum for each day equal to the greater of

The term 'Additional Investment/Payment Grid' shall mean the schedule maintained by the Port Authority, which shall be in the form of Exhibit J.

The term 'Additional Payment Obligation' shall mean the total outstanding amount of the Additional Investment.

The term 'Additional Semi-Annual Payment Obligation' shall mean the semi-annual payments to be paid to the Port Authority in accordance with Section 2.3(iv) of this Agreement.

The term 'Aggregate Payment Obligation' shall mean, collectively, the Payment Obligation, the Additional Payment Obligation, the Semi-Annual Payment Obligation and the Additional Semi-Annual Payment Obligation.

The term 'Aggregate Payment Obligation Event of Default' shall mean each of the events or conditions set forth in Section 6.1 of this Agreement.

The term 'Agreement' shall mean Supplemental Lease Agreement No. 1 and Supplemental Lease Agreement No. 2, as the foregoing may hereafter be amended, modified and supplemented.

The term 'Annual Payment Obligation' shall mean the obligation of the Lessee to make annual payments on the Payment Obligation to the Port Authority in accordance with the terms of Section 2.4 (i) of this Agreement.

The term 'Base Annual Payment' shall mean the amount of the Aggregate Payment Obligation for any Annual Period in which the Incurred Payment Obligation exceeds the Payment Obligation Cap in effect for such Annual Period.

The term 'Certification' shall mean a certification by the Lessee that it has not commenced, and does not reasonably foresee that it will commence, the construction, on or before the Final Investment Date, of any construction project at the Premises comprising sixteen (16) or more additional aircraft contact gates beyond those required to be constructed pursuant to Section 18 of the Lease.

The term 'Claim' shall mean, collectively and individually, all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, claims and demands, whatsoever, at law or in equity.

The term 'Completion Costs' shall mean costs that, to the extent money were available in the Construction Fund, would have been eligible for payment from the Construction Fund.

The term 'Completion Costs Fund' shall mean the fund established pursuant to the First Supplemental Trust Administration Agreement as a Section 13 Fund for purposes of receipt and disbursement of proceeds of Investments

The term 'Continuing Disclosure Recipients' shall mean the parties to whom the Lessee has committed to provide Annual Financial Information under the Lessee Continuing Disclosure Agreement.

The term 'Continuous Trigger Event' shall mean a Series 6 Refinancing; provided, however, that such refinancing shall be deemed to occur on the closing date thereof and on the first day of each Annual Period thereafter.

The term 'December 2003 Additional Investment' shall mean the amount equal to the product obtained by multiplying the December 2003 Additional Investment Price by 100.1%.

The term 'December 2003 Additional Investment Price ' shall mean the amount set forth by the Lessee in accordance with this Agreement in the space provided therefor in the Notice of December 2003 Additional Investment, which amount shall be in the amount equal to the semi-annual payment to be paid by the Lessee to the Port Authority on December 1, 2003 in accordance with Section 2.3(i) of this Agreement, provided, however, the sum of the December 2003 Additional Investment Price and the June 2003 Additional Investment Price shall not exceed Eleven Million Dollars and No Cents ($11,000,000.00).

The term 'December 2003 Semi-Annual Investment' shall mean the amount set forth by the Lessee in accordance with this Agreement in the space provided therefor in a Notice of December 2003 Semi-Annual Investment, which amount shall be equal to the December 2003 Semi-Annual Investment Price set forth on such Notice of December 2003 Semi-Annual Investment.

The term 'December 2003 Semi-Annual Investment Price ' shall mean the amount to be paid by the Port Authority for each December 2003 Semi-Annual Investment on the Investment Date for such December 2003 Semi-Annual Investment as set forth by the Lessee in accordance with this Agreement in the space provided therefor in the Notice of December 2003 Semi-Annual Investment; with the amount of the December 2003 Semi-Annual Investment Price to be set forth by the Lessee in each Notice of December 2003 Semi-Annual Investment to be equal to the December 2003 Semi-Annual Payment Obligation to be paid by the Lessee to the Port Authority on the Investment Date set forth in such Notice of December 2003 Semi-Annual Investment.

The term 'December 2003 Semi-Annual Payment Obligation' shall mean the semi-annual payments to be paid to the Port Authority in accordance with Section 2.3(iii) of this Agreement.

The term 'Default Amount' shall mean the portion of the Aggregate Payment Obligation that was due and owing on the date that the Aggregate Payment Obligation Event of Default described in Section 6.1(i) of this Agreement occurred; and shall include the Default Payment Obligation that accrues during the 360-Day Period.

The term 'Default Payment Obligation' shall mean the payment obligation that accrues, pursuant to Section 6.3 of this Agreement, at the Investment Default Rate with respect to Investments and at the Additional Investment Default Rate with respect to Additional Investments, on the portion of the Aggregate Payment Obligation that was due and owing on the date that the Aggregate Payment Obligation Event of Default described in Section 6.1(i) of this Agreement occurred until the Default Amount is paid; provided, however, that if the Lessee has made any Default Portion Payments during a 360-Day Period, the portion of the Aggregate Payment Obligation that was due and owing on the date that the Aggregate Payment Obligation Event of Default described in Section 6.1(i) of this Agreement occurred shall be reduced by the total amount of any such Default Portion Payments for purposes of calculating the Default Payment Obligation.

The term 'Default Portion Payment' shall mean any portion of the Aggregate Payment Obligation that was due and owing on the date that the Aggregate Payment Obligation Event of Default described in Section 6.1(i) of this Agreement occurred that is paid by the Lessee during the applicable 360-Day Period.

The term 'Effective Date' shall mean August 10, 2001.

The term 'Final Additional Investment" shall mean the amount of the Additional Investment on December 1, 2006.

The term 'Final Investment Date' shall mean the date after which the Lessee may not request further payments from the Port Authority pursuant to Section 2.1(i) of this Agreement, which date shall be the earlier of (a) December 1, 2005, (b) the date that the Payment Obligation equals
without taking into account any prepayments made pursuant to Section 2.7 of this Agreement, or (c) the date on which the Investment Period is terminated pursuant to Section 6.2 of this Agreement.

The term 'Final Investment Payment Date' shall mean the date that the last payment of the Payment Obligation is due which shall be December 1, 2015 under the 2015 Payment Schedule, or, in the event that the 2025 Payment Schedule is in effect, December 1, 2025 under the 2025 Payment Schedule.

The term 'Final Total Investment Date' shall mean the date after which the Lessee may not request further payments from the Port Authority pursuant to Section 2.1 of this Agreement, which date shall be the earlier of (i) the date on which the

Investment Period is terminated pursuant to Section 6.2 of this Agreement and (ii) the later of the Final Investment Date or December 1, 2003.

The term 'First Supplemental Agreement to Second Leasehold Mortgage' shall mean the agreement, dated as of December 20, 2003, between the Lessee and the Port Authority, which forms a supplement to the Second Leasehold Mortgage.

The term 'First Supplemental Trust Administration Agreement' shall mean the agreement, dated as of the Effective Date, between the Lessee and the Trustee and consented to by the Port Authority, which forms a supplement to the Trust Administration Agreement.

The term 'Incurred Payment Obligation' shall mean, as of any date, an amount equal to the sum of (i) the June 2003 Additional Investment, (ii) the total aggregate amount of all June 2003 Semi-Annual Investments made by the Port Authority or accrued as of such date, (iii) the December 2003 Additional Investment,(iv) the total aggregate amount of all December 2003 Semi-Annual Investments made by the Port Authority or accrued as of such date, and (v) the total aggregate amount of all Investments made by the Port Authority or accrued as of such date; provided, however, that neither any payments of the Annual Payment Obligation or of the Additional Annual Payment Obligation made pursuant to Section 2.4 of this Agreement nor any prepayments made pursuant to Section 2.7 of this Agreement shall be taken into consideration for purposes of calculating the Incurred Payment Obligation.

The term 'Investment' shall mean the amount set forth by the Lessee in accordance with this Agreement in the space provided therefor in the Notice of Investment, which shall be in an integral multiple of One Hundred Thousand Dollars and No Cents ($100,000.00).

The term 'Investment Date' shall mean

(i) with respect to each Investment, the date on which the Port Authority shall pay the Investment Price to the Lessee for an Investment; provided, however, that the Investment Date for the first Investment shall be the Effective Date and the Investment Date for each subsequent Investment shall be limited to the first Business Day in a calendar month occurring during the Investment Period;

(ii) with respect to the June 2003 Additional Investment, June 1, 2003;

(iii) with respect to each June 2003 Semi-Annual Investment, each June 1 on which the Port Authority shall pay the June 2003 Semi-Annual Investment Price for such June 2003 Semi-Annual Investment;

(iv) with respect to the December 2003 Additional Investment, December 1, 2003; and

(v) with respect to each December 2003 Semi-Annual Investment, each December 1 on which the Port Authority shall pay the December 2003 Semi-Annual Investment Price for such December 2003 Semi-Annual Investment

The term 'Investment Default Rate' shall mean a rate per annum for each day equal to the Prime Rate plus

The term 'Investment/Payment Grid' shall mean the schedule maintained by the Port Authority, which shall be in the form of Exhibit A attached to Supplemental Lease Agreement No. 1 as Exhibit A of this Agreement

The term 'Investment Period' shall mean the period of time between and including the Effective Date and the Final Total Investment Date, it being understood and agreed that the Investment Period shall in all events end on the date on which the Investment Period is terminated pursuant to Section 6.2 of this Agreement.

The term 'Investment Price' shall mean the price to be paid by the Port Authority for each Investment on the Investment Date for such Investment as set forth in the Notice of Investment, which price shall be equal to 99.9% of the Investment.

The term 'June 2003 Additional Investment' shall mean the amount equal to the product obtained by multiplying the June 2003 Additional Investment Price by 100.1%.

The term 'June 2003 Additional Investment Price ' shall mean the amount set forth by the Lessee in accordance with this Agreement in the space provided therefor in the Notice of June 2003 Additional Investment, which amount shall be in the amount equal to the semi-annual payment to be paid by the Lessee to the Port Authority on June 1, 2003 in accordance with Section 2.3(i) of this Agreement, provided, however, the June 2003 Additional Investment Price shall not exceed Eleven Million Dollars and No Cents ($11,000,000.00).

The term 'June 2003 Semi-Annual Investment' shall mean the amount set forth by the Lessee in accordance with this Agreement in the space provided therefor in a Notice of June 2003 Semi-Annual Investment, which amount shall be equal to the June 2003 Semi-Annual Investment Price set forth on such Notice of June 2003 Semi-Annual Investment.

The term 'June 2003 Semi-Annual Investment Price' shall mean the amount to be paid by the Port Authority for each June 2003 Semi-Annual Investment on the Investment Date for such June 2003 Semi-Annual Investment as set forth by the

Lessee in accordance with this Agreement in the space provided therefor in the Notice of June 2003 Semi-Annual Investment; with the amount of the June 2003 Semi-Annual Investment Price to be set forth by the Lessee in each Notice of June 2003 Semi-Annual Investment to be equal to the June 2003 Semi-Annual Payment Obligation to be paid by the Lessee to the Port Authority on the Investment Date set forth in such Notice of June 2003 Semi-Annual Investment.

The term 'June 2003 Semi-Annual Payment Obligation' shall mean the semi-annual payments to be paid to the Port Authority in accordance with Section 2.3(ii) of this Agreement.

The term 'Law' shall mean all applicable provisions of all (a) constitutions, treaties, statutes, laws (including common law), codes, rules, regulations or ordinances of any Governmental Authority, (b) consents, licenses, certificates, permits or other authorizations which may be necessary for the conduct of the Lessee's operations, and (c) orders, decisions, injunctions, judgments, awards and decrees of any Governmental Authority.

The term 'Lease' shall have the meaning given to such term in the first "Whereas" paragraph of Supplemental Lease Agreement No. 1.

The term 'Leasehold' shall mean the interest of the Lessee in the Lease.

The term 'Lessee's Continuing Disclosure Agreement' shall mean the Continuing Disclosure Agreement, dated May 13, 1997, by and between the Lessee and The Bank of New York, as trustee.

The term 'Lock Box Event' shall mean an Aggregate Payment Obligation Event of Default that is also an event set forth in Section 4(a) of Appendix B of the Trust Administration Agreement for which (a) the Trustee exercises the Transferred Powers as its sole remedy during the Lock Box Period or (b) the Trustee, upon due consideration of the circumstances, elects not to exercise any remedy.

The term 'Material Adverse Effect' shall mean a material adverse effect on (a) the business operations, property, condition or prospects (financial or otherwise) of the Lessee, (b) the ability of the Lessee to perform its respective obligations under the Financing Documents, this Agreement or the Second Leasehold Mortgage, (c) the validity or enforceability of the Financing Documents, this Agreement or the Second Leasehold Mortgage, or (d) the rights and remedies of the Trustee or the Port Authority under the Financing Documents, this Agreement or the Second Leasehold Mortgage.

The term 'New Aircraft Operator' shall mean an Aircraft Operator serving foreign countries that is currently operating at the Airport but not at Terminal 4.

The term 'New Debt Amount' shall mean the amount by which the principal amount of any financial obligation incurred by the Lessee or any Affiliate thereof in connection with the Airport (whether such principal amount is determined by reference to (a) Facility Rental payable under the Lease, (b) any rental payable to any third party to which the Lessee's interest under the Lease may be assigned with the consent of the Port Authority, or (c) any form of indebtedness or other financial obligation, including the Total Payment Obligation) exceeds (1) the then remaining principal amount of the Series 6 Bonds plus (2) the Total Payment Obligation. In the event that either the Series 6 Bonds or the Total Payment Obligation is refinanced, any refinancing proceeds in excess of the then remaining principal amount of the Series 6 Bonds plus the remaining Total Payment Obligation on the day preceding such refinancing shall be included in the New Debt Amount.

The term 'Notice of December 2003 Additional Investment' shall mean a notice in the form set forth in Exhibit L of this Agreement, without any amendments, modifications (except for the insertion of the information to be included in the blank spaces) or omissions.

The term 'Notice of December 2003 Semi-Annual Investment' shall mean a notice in the form set forth in Exhibit P of this Agreement completed in accordance with this Agreement, without any amendments, modifications (except for the insertion of the information to be included in the blank spaces) or omissions.

The term 'Notice of Investment' shall mean a notice in the form set forth in Exhibit C attached to Supplemental Lease Agreement No. 1, without any amendments, modifications (except for the insertion of the information to be included in the blank spaces) or omissions.

The term 'Notice of June 2003 Additional Investment' shall mean a notice in the form set forth in Exhibit K of this Agreement, without any amendments, modifications (except for the insertion of the information to be included in the blank spaces) or omissions.

The term 'Notice of June 2003 Semi-Annual Investment' shall mean a notice in the form set forth in Exhibit Q of this Agreement completed in accordance with this Agreement, without any amendments, modifications (except for the insertion of the information to be included in the blank spaces) or omissions.

The term 'Parent Income Taxes' shall mean such income taxes as are payable by one or more of the Lessee's Parents in accordance with Section 13.1 of this Agreement.

The term 'Payment Date' shall mean with respect to each Investment each date for payment of the Annual Payment Obligation set forth in the 2015 Payment

Schedule and the 2025 Payment Schedule, whichever is applicable, and shall mean with respect to the Additional Investment, each December 1 occurring during the period from December 1, 2006 to December 1, 2014, inclusive.

The term 'Payment Obligation' shall mean the total aggregate outstanding amount of all Investments.

The term 'Payment Obligation Cap' shall mean the limitation amount used to calculate the reduction of Available Net Cash Flow pursuant to Article 8 of this Agreement, which limitation amount shall be determined according to Section 8.1 of this Agreement.

The term 'Payment Obligation Cap Quotient' shall mean the quotient obtained by dividing (a) the Payment Obligation Cap for an Annual Period in which the Incurred Payment Obligation exceeds such Payment Obligation Cap by (b) the Incurred Payment Obligation for such Annual Period.

The term 'Prime Rate' shall mean the rate of interest publicly announced as such, from time to time, by Citibank, N.A. as its prime rate and as a base rate for calculating interest on certain loans.

The term 'Port Authority Financing Consent and Agreement' shall mean the agreement titled the same, dated May 13, 1997, by and among the Lessee, the Port Authority, the Trustee, and the Bond Insurer, as the same may hereafter be amended, modified or supplemented.

The term 'Port Authority Fiscal Office' shall mean the Port Authority's account at Citibank, N.A., Account Number 4057-0569, or such other payment instructions for payments due under this Agreement as the Port Authority may specify from time to time by notice to the Lessee.

The term 'Released Work' shall mean the Construction Work (including, without limitation, for the purposes of this definition, the existing condition of the Premises at the commencement of the Term and the treatment and disposal of soil excavated from the Premises and the dewatering, treatment, transportation and discharge of ground water), the Current Remediation and the Environmental Work.

The term 'Second Leasehold Mortgage' shall mean a second mortgage by the Lessee of its Leasehold, issued as security for the Aggregate Payment Obligation, in substantially the form set forth in Exhibit F attached to Supplemental Lease Agreement No. 1, as amended by that certain First Supplemental Agreement to Second Leasehold Mortgage dated as of December 20, 2003 in substantially the form set forth in Exhibit N attached to Supplemental Lease Agreement No. 2.

The term 'Semi-Annual Payment Obligation' shall mean the semi-annual payments to be paid to the Port Authority in accordance with Section 2.3(i) of this Agreement.

The term 'Senior Obligation' shall mean Permitted O&M Expenses, Ground Rental, Building Rental, Facility Rental and the Lessee's payment obligations under the Guaranty, and any and all refinancings, replacements or refundings of any of such payment obligations.

The term 'Series 7 Bonds' shall mean the Port Authority Special Project Bonds authorized by the Series Resolution for purposes of the Terminal 4 Project, which have not yet been issued.

The term 'Series 6 Refinancing" shall mean any transaction whereby (a) Series 6 Bonds representing more than ninety percent (90%) of the outstanding principal balance thereof prior to such refinancing have been discharged as provided in the Series Resolution and (b) the final maturity date of the resulting new debt obligations is after December 31, 2015.

The term 'Static Trigger Event' shall mean maintenance of a Debt Service Coverage Ratio for an Annual Period in excess of 1.50; provided, however, that, solely for the purpose of this definition of a Static Trigger Event, the determination of the Debt Service Requirement shall include (a) the Interest Portion on the Series 6 Bonds plus payment made or due on the Total Semi-Annual Payment Obligations during such Annual Period and (b) the Principal Portion on the Series 6 Bonds plus payment made or due on the Total Payment Obligation during such Annual Period. The Maintenance of a Debt Service Coverage Ratio shall be deemed to have occurred on the first day of the Annual Period for which the same is being ascertained. The Maintenance of a Debt Service Coverage Ratio in excess of 1.50 shall only be a Static Trigger Event for each Annual Period with respect to which it occurs and shall have no effect with respect to any prior or future Annual Period with respect to which such Debt Service Coverage Ratio is equal to or less than 1.50.

The term 'Subsidiary' shall mean a wholly-owned subsidiary of the Lessee.

The term 'Subsidiary Services' shall mean preliminary development services performed by a Subsidiary prior to the closing of financing and the execution and delivery of a sublease agreement pertaining to an expansion of Terminal 4.

The term 'Supplemental Lease Agreement No. 1' shall mean that certain Supplemental Lease Agreement No. 1 to the Lease entered into between the Port Authority and the Lessee and dated as of August 10, 2002, including all exhibits attached thereto and made a part thereof.

The term 'Supplemental Lease Agreement No. 2' shall mean that certain Supplemental Lease Agreement No. 2 to the Lease entered into between the Port Authority and the Lessee and dated as of December 20, 2003, including all exhibits attached thereto and made a part thereof.

The term 'Surrendered Premises' shall mean the portion of the Premises shown in dashes on the top of page 2 of Exhibit 2.1A (3 Pages) attached to Supplemental Lease Agreement No. 1 which has been made a part hereof and marked 'Exhibit H – Surrendered Premises'.

The term 'Terminal Expansion Term Sheet' shall mean the Term Sheet for Lease dated August 31, 2000, by and between the Lessee and Delta Air Lines, Inc., a copy of which has been furnished to the Port Authority by the Lessee.

The term 'Terminal 4' shall mean the premises at the Airport being developed, constructed and operated by the Lessee pursuant to the Lease.

The term 'Terminal 4 Project' shall have the meaning given to such term in the first "Whereas" paragraph of Supplemental Lease Agreement No. 1.

The term 'Total Payment Obligation' shall mean, collectively, the Payment Obligation and the Additional Payment Obligation.

The term 'Total Semi-Annual Payment Obligation' shall mean, collectively, the Additional Semi-Annual Payment Obligation and the Semi-Annual Payment Obligation.

The term 'Trigger Event' shall mean either a Continuous Trigger Event or a Static Trigger Event, or both.

The term '180-Day Period' shall mean the period commencing on the date that an Aggregate Payment Obligation Event of Default described in Section 6.1(i) of this Agreement occurs and ending on the date to occur one hundred and eighty (180) days thereafter.

The term '360-Day Period' shall mean the period commencing on the date that an Aggregate Payment Obligation Event of Default described in Section 6.1(i) of this Agreement occurs and ending on the date to occur three hundred and sixty (360) days thereafter.

The term '540-Day Period' shall mean the period commencing on the date that full payment of a Default Amount to the Port Authority occurs and ending on the date to occur five hundred and forty (540) days thereafter.

The term '2015 Payment Schedule' shall mean the schedule attached to Supplemental Lease Agreement No. 1 as Exhibit D and made a part hereof.

The term '2025 Payment Schedule' shall mean the schedule attached to Supplemental Lease Agreement No. 1 as Exhibit E and made a part hereof.

4. Amendment of Article II: Article II of Supplemental Lease Agreement No. 1 to the Lease is hereby amended and restated to read as follows:

"ARTICLE II. COMMITMENT

2.1. *Commitment.*

(i) The Port Authority shall, subject to all the terms and conditions of this Agreement, pay the Investment Price for each Investment to the Lessee upon receipt of a Notice of Investment in accordance with the terms of Section 2.2(i) of this Agreement; provided however, that the Payment Obligation incurred by the Lessee as a result of the sale of such Investments shall not exceed

determined without taking into account any prepayments made pursuant to Section 2.7 of this Agreement. The Investment Price for each Investment shall be paid by the Port Authority by 12:00 p.m., New York City time, on the Investment Date for such Investment, in lawful money of the United States of America in immediately available funds, to the Trustee under the Trust Administration Agreement, for deposit into the Completion Costs Fund.

(ii) The Port Authority shall, subject to all the terms and conditions of this Agreement, pay the June 2003 Additional Investment Price for the June 2003 Additional Investment upon receipt of a Notice of June 2003 Additional Investment in accordance with the terms of Section 2.2(ii) of this Agreement. The Investment Price for the June 2003 Additional Investment shall be deemed to have been paid by the Port Authority by 12:00 p.m., New York City time, on June 1, 2003, in lawful money of the United States of America. The payment of the June 2003 Additional Investment Price shall be applied by the Port Authority as payment for the Semi-Annual Payment Obligation payable by the Lessee to the Port Authority on June 1, 2003.

(iii) The Port Authority shall, subject to all the terms and conditions of this Agreement, pay the December 2003 Additional Investment Price for the December 2003 Additional Investment upon receipt of a Notice of December 2003 Additional Investment in accordance with the terms of Section 2.2(ii) of this Agreement. The Investment Price for the December 2003 Additional Investment shall be deemed to have been paid by the Port Authority by 12:00 p.m., New York City time, on December 1, 2003, in lawful money of the United States of America. The payment of the December 2003 Additional Investment Price shall be applied by the Port Authority as payment for the Semi-Annual Payment Obligation payable by the Lessee to the Port Authority on December 1, 2003.

(iv) The Port Authority shall, subject to all the terms and conditions of this Agreement, pay the June 2003 Semi-Annual Investment Price for each June 2003 Semi-Annual Investment upon receipt of a Notice of June 2003 Semi-Annual Investment in accordance with the terms of this Agreement. The Investment Price for each June 2003 Semi-Annual Investment shall be deemed to have been paid by the Port Authority by 12:00 p.m., New York City time, on the Investment Date for such June 2003 Semi-Annual Investment, in lawful money of the United States of America. The payment of each June 2003 Semi-Annual Investment shall be applied by the Port Authority as payment for the June 2003 Semi-Annual Payment Obligation payable by the Lessee to the Port Authority on the Investment Date pertaining to such June 2003 Semi-Annual Payment Obligation.

(v) The Port Authority shall, subject to all the terms and conditions of this Agreement, pay the December 2003 Semi-Annual Investment Price for each December 2003 Semi-Annual Investment upon receipt of a Notice of December 2003 Semi-Annual Investment in accordance with the terms of this Agreement. The Investment Price for each December 2003 Semi-Annual Investment shall be deemed to have been paid by the Port Authority by 12:00 p.m., New York City time, on the Investment Date for such December 2003 Semi-Annual Investment, in lawful money of the United States of America. The payment of each December 2003 Semi-Annual Investment shall be applied by the Port Authority as payment for the December 2003 Semi-Annual Payment Obligation payable by the Lessee to the Port Authority on the Investment Date pertaining to such December 2003 Semi-Annual Payment Obligation.

2.2. *Notice of Investment; Notice of June 2003 Additional Investment; Notice of June 2003 Semi-Annual Investment; Notice of December 2003 Additional Investment and Notice of December 2003 Semi-Annual Investment.*

(i) The Port Authority shall not be obligated to purchase any Investment unless it receives a Notice of Investment given by the Lessee to the Port Authority no later than 12:00 p.m., New York City time, on a Business Day which is not less than seven (7) days prior to the Investment Date set forth in the Notice of Investment pertaining to such Investment; provided, however, that the Port Authority shall be obligated to pay the Investment Price for an Investment on the Effective Date only if the Port Authority receives a Notice of Investment for such Investment on the Effective Date. A Notice of Investment shall be duly given only if delivered in person to the office of the Treasurer or the Assistant Treasurer of the Port Authority at the address set forth on the Notice of Investment for such purpose. If delivered personally on a Business Day, a Notice of Investment shall be deemed delivered and given on the Business Day delivered, or, if delivered personally on other than a Business Day, a Notice of Investment shall be deemed delivered and given on the first (1st) Business Day following delivery.

(ii) The Port Authority shall not be obligated to purchase the June 2003 Additional Investment unless it receives the Notice of June 2003 Additional Investment given by the Lessee to the Port Authority no later than 12:00 p.m., New York City time, on a Business Day which is not less than seven (7) days prior to June 1, 2003 and shall not be obligated to purchase the December 2003 Additional Investment unless it receives the Notice of December 2003 Additional Investment given by the Lessee to the Port Authority no later than 12:00 p.m., New York City time, on a Business Day which is not less than seven (7) days prior to December 1, 2003. Proceeds of the June 2003 Additional Investment and of the December 2003 Additional Investment shall not be deposited into the Completion Costs Fund. The Notice of June 2003 Additional Investment and the Notice of December 2003 Additional Investment shall be duly given only if delivered in person to the office of the Treasurer or the Assistant Treasurer of the Port Authority at the address set forth on such notices for such purpose. If delivered personally on a Business Day, the Notice of June 2003 Additional Investment and the Notice of December 2003 Additional Investment shall be deemed delivered and given on the Business Day delivered, or, if delivered personally on other than a Business Day the Notice of June 2003 Additional Investment and the Notice of December 2003 Additional Investment shall be deemed delivered and given on the first (1st) Business Day following delivery.

(iii) The Port Authority shall not be obligated to purchase the June 2003 Semi-Annual Investment unless it receives a Notice of June 2003 Semi-Annual Investment given by the Lessee to the Port Authority no later than 12:00 p.m., New York City time, on a Business Day which is not less than seven (7) days prior to the Investment Date set forth in the Notice of June 2003 Semi-Annual Investment pertaining to such June 2003 Semi-Annual Investment. Proceeds of June 2003 Semi-Annual Investments shall not be deposited into the Completion Costs Fund. A Notice of June 2003 Semi-Annual Investment shall be duly given only if delivered in person to the office of the Treasurer or the Assistant Treasurer of the Port Authority at the address set forth on such notices for such purpose. If delivered personally on a Business Day, a Notice of June 2003 Semi-Annual Investment shall be deemed delivered and given on the Business Day delivered, or, if delivered personally on other than a Business Day, a Notice of June 2003 Semi-Annual Investment shall be deemed delivered and given on the first (1st) Business Day following delivery.

(iv) The Port Authority shall not be obligated to purchase the December 2003 Semi-Annual Investment unless it receives a Notice of December 2003 Semi-Annual Investment given by the Lessee to the Port Authority no later than 12:00 p.m., New York City time, on a Business Day which is not less than seven (7) days prior to the Investment Date set forth in the Notice of December 2003 Semi-Annual Investment pertaining to such December 2003 Semi-Annual Investment. Proceeds of December 2003 Semi-Annual Investments shall not be

deposited into the Completion Costs Fund. A Notice of December 2003 Semi-Annual Investment shall be duly given only if delivered in person to the office of the Treasurer or the Assistant Treasurer of the Port Authority at the address set forth on such notices for such purpose. If delivered personally on a Business Day, a Notice of December 2003 Semi-Annual Investment shall be deemed delivered and given on the Business Day delivered, or, if delivered personally on other than a Business Day, a Notice of December 2003 Semi-Annual Investment shall be deemed delivered and given on the first (1st) Business Day following delivery.

2.3. *Semi-Annual Payment Obligation, Additional Semi-Annual Payment Obligation, June 2003 Semi-Annual Payment Obligation and December 2003 Semi-Annual Payment Obligation.*

(i) Commencing on the December 1 following the Effective Date and on each June 1 and December 1 thereafter until the Final Investment Payment Date, and on the Final Investment Payment Date, the Lessee shall pay to the Port Authority a semi-annual payment equivalent to interest at the rate of per annum accruing on the outstanding Payment Obligation from and after each Investment until, but not including, the Final Investment Payment Date.

(ii) Commencing December 1, 2003 and on each June 1 and December 1 thereafter to and including June 1, 2006, the Lessee shall pay to the Port Authority a semi-annual payment equivalent to interest at the semi-annual rate of on the June 2003 Additional Investment and on all June 2003 Semi-Annual Investments previously made by the Port Authority.

(iii) Commencing June 1, 2004 and on each December 1 and June 1 thereafter to and including June 1, 2006, the Lessee shall pay to the Port Authority a semi-annual payment equivalent to interest at the semi-annual rate of on the December 2003 Additional Investment and on all December 2003 Semi-Annual Investments previously made by the Port Authority.

(iv) Commencing on December 1, 2006 and on each June 1 and December 1 thereafter to and including December 1, 2014 the Lessee shall pay to the Port Authority a semi-annual payment equivalent to interest at the rate of per annum accruing on the outstanding Additional Payment Obligation. For example, the semi-annual payment due on December 1, 2006 shall be in an amount equivalent to interest on the Additional Payment Obligation at the rate of per annum for the period from June 1, 2006 to November 30, 2006, inclusive.

2.4. *Annual Payment Obligation and Additional Annual Payment Obligation.*

(i) Prior to a Basic Lease Extension, the Lessee shall pay the Annual Payment Obligation to the Port Authority commencing on December 1, 2005 and thereafter equal to the annual payments set forth for each December 1st on the 2015 Payment Schedule. After a Basic Lease Extension, the Lessee shall pay the Annual Payment Obligation to the Port Authority under the 2025 Payment Schedule as follows:

(a) if there is a Basic Lease Extension prior to December 1, 2005, the Lessee shall pay the Annual Payment Obligation to the Port Authority commencing on December 1, 2005 and thereafter under the 2025 Payment Schedule; and

(b) if there is a Basic Lease Extension subsequent to December 1, 2005, commencing on the Payment Date set forth in the 2025 Payment Schedule immediately following such Basic Lease Extension, and thereafter, the Lessee shall pay the Annual Payment Obligation to the Port Authority under the 2025 Payment Schedule as if it had been in effect on December 1, 2005. In the event that, as a result of the payment of the Annual Payment Obligation under the 2015 Payment Schedule, the Payment Obligation is fully paid under the 2025 Payment Schedule prior to December 1, 2025, the Lessee's obligation to pay the Annual Payment Obligation shall cease on the Payment Date on which the Payment Obligation is fully paid, regardless of whether the 2025 Payment Schedule indicates that further amounts are to be paid.

(ii) The Lessee shall pay to the Port Authority an annual payment with respect to the Additional Payment Obligation in an amount equal to 1/9 of the amount of the Final Additional Investment, such payment to commence on December 1, 2006 and to be paid on each December 1st thereafter occurring to and including December 1, 2014.

2.5. *Aggregate Payment Obligation.* The Lessee hereby irrevocably pledges to pay the Aggregate Payment Obligation after payment of any Senior Obligations that are payable at the same time that such Aggregate Payment Obligation is due, but before payment of any of the Contingent Obligations listed in Section 8(I)(c) of the Lease which are then due; provided, however, that any failure to pay the Aggregate Payment Obligation in accordance with Section 2.3 and/or Section 2.4 of this Agreement shall be an Aggregate Payment Obligation Event of Default set forth in Section 6.1(i) of this Agreement.

2.6. *Second Leasehold Mortgage.* Payment of the Aggregate Payment Obligation is secured by the Second Leasehold Mortgage.

2.7. *Prepayment.*

(i) The Lessee shall have the right to prepay the Payment Obligation as follows:

(a) Except as otherwise provided in Section 2.7(i)(c) of this Agreement, the Lessee may prepay, without premium or penalty, the Payment Obligation in whole at any time, or, with the consent of the Port Authority, in part on any Semi-Annual Payment Obligation payment date during the period in which the Payment Obligation, or any portion thereof, remains outstanding, upon a written notice of prepayment given by the Lessee and delivered personally to the office of the Treasurer or the Assistant Treasurer of the Port Authority no later than 5:00 p.m., New York City time, on a Business Day which is not less than ten (10) days prior to the date upon which such prepayment is to be made; provided, however, that any partial prepayment shall be in an amount that is an integral multiple of One Million Dollars and No Cents ($1,000,000.00).

(b) Except as otherwise provided in Section 2.7(i)(c) of this Agreement, any prepayment pursuant to this Section 2.7(i) shall include all unpaid Semi-Annual Payment Obligations accruing on the Payment Obligation to be prepaid, until the date of such payment.

(c) In accordance with Section 3(b)(iv) of Appendix A of the First Supplemental Trust Administration Agreement, if any amounts remain available in the Completion Costs Fund upon the Trustee's receipt of a certificate from the Lessee certifying that the Construction Work has been substantially completed and paid for, the Trustee will, at the written direction of the Lessee, pay all monies and Permitted Investments remaining in the Completion Costs Fund to the Port Authority no later than three (3) days after receiving such certificate, and such payment shall constitute a prepayment of the Payment Obligation; provided, however, that (a) such prepayment shall not constitute payment of any unpaid Semi-Annual Payment Obligations accruing on the Payment Obligation to be prepaid until the date of such payment, and (b) if such prepayment is a partial prepayment, such partial prepayment need not be in an amount that is an integral multiple of One Million Dollars and No Cents ($1,000,000.00).

(d) In the event of any partial prepayment of the Payment Obligation, each payment of the Annual Payment Obligation to be made pursuant to the terms of Section 2.4 of this Agreement subsequent to the date of such partial prepayment shall be reduced by an amount that is proportional to the reduction in the Payment Obligation effected by such partial prepayment; provided, however, that the amended schedule of payments shall be made a part of this Agreement by means of a written amendment, executed by the Lessee and the Port Authority, to the 2015 Payment Schedule or the 2025 Payment Schedule, whichever is applicable.

(ii) The Lessee shall have the right to prepay the Additional Payment Obligation as follows:

(a) The Lessee may prepay, without premium or penalty, the Additional Payment Obligation in whole at any time, or, with the consent of the Port Authority, in part on any Additional Semi-Annual Payment Obligation payment date during the period in which the Additional Payment Obligation, or any portion thereof, remains outstanding, upon a written notice of prepayment given by the Lessee and delivered personally to the office of the Treasurer or the Assistant Treasurer of the Port Authority no later than 5:00 p.m., New York City time, on a Business Day which is not less than ten (10) days prior to the date upon which such prepayment is to be made; provided, however, that any partial prepayment shall be in an amount that is an integral multiple of One Million Dollars and No Cents ($1,000,000.00).

(b) Any prepayment pursuant to this Section 2.7(ii) shall include all unpaid Additional Semi-Annual Payment Obligations accruing on the Additional Payment Obligation to be prepaid, until the date of such payment.

(c) In the event of any partial prepayment of the Additional Payment Obligation, each payment of the Additional Annual Payment Obligation to be made pursuant to the terms of Section 2.4 of this Agreement subsequent to the date of such partial prepayment shall be reduced by an amount that is proportional to the reduction in the Additional Payment Obligation effected by such partial prepayment.

2.8. *Automatic Extension of Final Investment Payment Date.* At the time of a Basic Lease Extension, the Final Investment Payment Date shall be automatically extended to December 1, 2025 and the 2025 Payment Schedule shall become effective in accordance with the terms of Section 2.4 of this Agreement.

2.9. *Payments and Computations.*

(i) The Lessee shall make each payment of the Aggregate Payment Obligation to the Port Authority at the Port Authority's Fiscal Office on the day when due in lawful money of the United States of America in immediately available funds.

(ii) All computations of the Semi-Annual Payment Obligation, the June 2003 Semi-Annual Payment Obligation, the December 2003 Semi-Annual Payment Obligation and the Additional Semi-Annual Payment Obligation under this Agreement shall be calculated on the basis of a three hundred sixty (360) day year comprised of twelve thirty (30) day months.

(iii) Whenever any payment under this Agreement shall be stated to be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in or pursuant to this Agreement; provided, however, that with respect to any payment of the Payment Obligation, the Semi-Annual Payment Obligation shall continue to accrue until the actual date of payment and with respect to any payment of the Additional Payment Obligation, the Additional Semi-Annual Payment Obligation shall continue to accrue until the actual date of payment, *except, however*, all payments of the Semi-Annual Payment Obligation, the June 2003 Semi-Annual Payment Obligation and the December 2003 Semi-Annual Payment Obligation that are to be paid by the Port Authority pursuant to this Agreement during the period from June 1, 2003 to June 1, 2006 shall be and shall be deemed to be made on the nominal date provided therefor in Sections 2.3 hereof.

(iv) The Investment Date, the amount of each Investment and the Payment Obligation that is incurred after each Investment, shall be recorded by the Port Authority on the Investment/Payment Grid attached to Supplemental Lease Agreement No. 1 as Exhibit A and forming a part of this Agreement for such purpose.

(v) The Investment Date, the amount of each Additional Investment and the Additional Payment Obligation that is incurred after each Additional Investment, shall be recorded by the Port Authority on the Additional Investment/Payment Grid attached to Supplemental Lease Agreement No. 2 as Exhibit J and forming a part of this Agreement for such purpose.

(vi) The date and amount of each payment of the Payment Obligation made by the Lessee pursuant to the terms of this Agreement, and the amount of the Payment Obligation remaining after each such payment, shall be recorded by the Port Authority on the Investment/Payment Grid attached to Supplemental Lease Agreement No. 1 as Exhibit A and forming a part of this Agreement for such purpose.

(vii) The date and amount of each payment of the Additional Payment Obligation made by the Lessee pursuant to the terms of this Agreement, and the amount of the Additional Payment Obligation remaining after each such payment, shall be recorded by the Port Authority on the Additional Investment/Payment Grid attached to Supplemental Lease Agreement No. 2 as Exhibit J and forming a part of this Agreement for such purpose.

(viii) Upon demand by the Lessee on any Business Day during the term of this Agreement, the Port Authority will furnish to the Lessee no later than the following Business Day a current copy of the Investment/Payment Grid, certified by the Port Authority to be a true and correct copy.

(xix) Upon demand by the Lessee on any Business Day during the term of this Agreement, the Port Authority will furnish to the Lessee no later than the following Business Day a current copy of the Additional Investment/Payment Grid, certified by the Port Authority to be a true and correct copy.

2.10. Subordination of the Aggregate Payment Obligation. The Lessee and the Port Authority hereby expressly agree that the Aggregate Payment Obligation is subordinate to the Senior Obligations; provided, however, that any failure to pay the Aggregate Payment Obligation in accordance with Section 2.3 and/or Section 2.4 of this Agreement shall be an Aggregate Payment Obligation Event of Default set forth in Section 6.1(i) of this Agreement."

5. Amendment of Section 3.2: Section 3.2 of Article III of Supplemental Lease Agreement No. 1 is hereby amended and restated to read as follows:

"3.2. *Conditions Precedent to Payment of the Investment Price, the June 2003 Additional Investment Price, the December 2003 Additional Investment Price, the June 2003 Semi-Annual Investment Price and the December 2003 Semi-Annual Investment price after the Effective Date.*

(a) The obligation of the Port Authority under Section 2.1 of this Agreement to pay the Investment Price for any Investment shall be subject to the fact that (x) except for any Lock Box Events, none of the Aggregate Payment Obligation Events of Default shall have occurred and be continuing on the Investment Date of such Investment and (y) except for any Lock Box Events, the Lessee has met and will continue to take all action necessary to meet all of its obligations under the Financing Documents.

(b) The obligation of the Port Authority under Section 2.1 of this Agreement to pay the June 2003 Additional Investment Price for the June 2003 Additional Investment shall be subject to the fact that (x) except for any Lock Box Events, none of the Aggregate Payment Obligation Events of Default shall have occurred and be continuing on June 1, 2003 and (y) except for any Lock Box Events, the Lessee has met and will continue to take all action necessary to meet all of its obligations under the Financing Documents.

(c) The obligation of the Port Authority under Section 2.1 of this Agreement to pay the December 2003 Additional Investment Price for the December 2003 Additional Investment shall be subject to the fact that (x) except for any Lock Box Events, none of the Aggregate Payment Obligation Events of Default shall have occurred and be continuing on December 1, 2003 and (y) except for any Lock Box Events, the Lessee has met and will continue to take all action necessary to meet all of its obligations under the Financing Documents.

(d) The obligation of the Port Authority under Section 2.1 of this Agreement to pay the June 2003 Semi-Annual Investment Price for any June 2003 Semi-Annual Investment shall be subject to the fact that (x) except for any Lock Box Events, none of the Aggregate Payment Obligation Events of Default shall have occurred and be continuing on the Investment Date of such June 2003 Semi-Annual Investment and (y) except for any Lock Box Events, the Lessee has met and will continue to take all action necessary to meet all of its obligations under the Financing Documents.

(e) The obligation of the Port Authority under Section 2.1 of this Agreement to pay any December 2003 Semi-Annual Investment Price for the December 2003 Semi-Annual Investment shall be subject to the fact that (x) except for any Lock Box Events, none of the Aggregate Payment Obligation Events of Default shall have occurred and be continuing on the Investment Date of such December 2003 Semi-Annual Investment and (y) except for any Lock Box Events, the Lessee has met and will continue to take all action necessary to meet all of its obligations under the Financing Documents.

(f) The delivery of a Notice of Investment, the Notice of June 2003 Additional Investment, the Notice of December 2003 Additional Investment, a Notice of June 2003 Semi-Annual Investment and a Notice of December 2003 Semi-Annual Investment shall each be deemed to be a continuing representation and warranty by the Lessee that, except for any Lock Box Events, none of the Aggregate Payment Obligation Events of Default has occurred and is continuing and the Lessee has met and will continue to take all action necessary to meet all of its obligations under the Financing Documents."

6. Amendment of Section 4.3: Section 4.3 of Article IV of Supplemental Lease Agreement No. 1 is hereby amended and restated to read as follows:

"4.3. *Use of Proceeds*. The proceeds of the Investments (including the investment earnings thereon) shall be expended solely for Completion Costs; and the proceeds of the June 2003 Additional Investment shall be expended solely for the payment of the Semi-Annual Payment Obligation due on June 1, 2003; and the proceeds of the December 2003 Additional Investment shall be expended solely for the payment of the Semi-Annual Payment Obligation due on December 1, 2003; and the proceeds of each June 2003 Semi-Annual Investment shall be expended solely for the payment of the June 2003 Semi-Annual Payment Obligation to be paid on the Investment Date for such June 2003 Semi-Annual Investment; and the proceeds of each December 2003 Semi-Annual Investment shall be expended solely for the payment of the December 2003 Semi-Annual Payment Obligation to be paid on the Investment Date for such December 2003 Semi-Annual Investment."

7. Amendment of Section 6.3: Section 6.3 of the Lease Article IV of Supplemental Lease Agreement No. 1 is hereby amended and restated to read as follows:

"6.3. *Default Rate.* In the event that any payment under this Agreement, (except for a payment due with respect to the Additional Investment) is not made when due, interest shall be payable on such amount at the Investment Default Rate and in the event that any payment under this Agreement with respect to the Additional Investment is not made when due, interest shall be payable on such amount at the Additional Investment Default Rate."

8. Amendment of Section 8.1: Section 8.1 of Article VIII of Supplemental Lease Agreement No. 1 is hereby amended and restated to read as follows:

"8.1. *Payment Obligation Cap.* The Payment Obligation Cap under this Agreement shall be an amount equal to the sum of (i) the Additional Investment and (ii)
provided, however, that the Payment Obligation Cap may increase as follows:

(i) From and after a Certification by the Lessee, the Payment Obligation Cap shall increase to an amount equal to the sum of (i) the Additional Investment and (ii)
The
onstituting the increase in the Payment Obligation Cap provided for in clause (ii) of the previous sentence may be expended only for the items of construction work described in Exhibit G, attached to Supplemental Lease Agreement No. 1 and made a part hereof.

(ii) In the event that the Lessee delivers the Certification, then, notwithstanding any other provisions of the Lease requiring completion of the work described in Exhibit G, the Lessee shall only be required to complete such work by December 1, 2005.

(iii) In the event that the Lessee incurs environmental remediation costs (not including any asbestos abatement costs) in excess of , but not more than in the aggregate which are not Environmental Costs, as and to the extent the same are the responsibility of the Port Authority pursuant to Section 42(b)(iv)(4)(B) of the Lease, and which were not caused by and did not result from Lessee's Acts, the otherwise applicable Payment Obligation Cap shall be increased by the amount of such environmental remediation costs, but in no event shall the Payment Obligation Cap exceed an amount equal to the sum of (i) the Additional Investment and (ii) . Completion Costs incurred by the Lessee which are not in excess of ue to the termination of the Lessee's occupancy of the Surrendered Premises as set forth in Article XVI below and the Lessee's associated reconfiguration of the Premises

shall be included in environmental remediation costs, which are not Environmental Costs, as described in the first sentence of this Section 8.1(iii)."

9. Additional Exhibits:

(a) The exhibit attached hereto, marked as 'Exhibit J' and entitled 'Additional Investment/Payment Grid' is hereby made a part of the Lease, as herein amended and supplemented.

(b) The exhibit attached hereto, marked as 'Exhibit K' and entitled 'Notice of June 2003 Additional Investment' is hereby made a part of the Lease, as herein amended and supplemented.

(c) The exhibit attached hereto, marked as 'Exhibit L' and entitled 'Notice of December 2003 Additional Investment' is hereby made a part of the Lease, as herein amended and supplemented.

(d) The exhibit attached hereto, marked as 'Exhibit M' is hereby made a part of the Lease, as herein amended and supplemented.

(e) The exhibit attached hereto, marked as 'Exhibit N' and entitled 'First Supplemental Agreement to Second Leasehold Mortgage' is hereby made a part of the Lease, as herein amended and supplemented.

(f) The exhibit attached hereto, marked as 'Exhibit O' entitled 'Second Supplemental Trust Administration Agreement' is hereby made a part of the Lease, as herein amended and supplemented.

(g) The exhibit attached hereto, marked as 'Exhibit P' and entitled 'Notice of December 2003 Semi-Annual Investment' is hereby made a part of the Lease, as herein amended and supplemented.

(h) The exhibit attached hereto, marked as 'Exhibit Q' and entitled 'Notice of June 2003 Semi-Annual Investment' is hereby made a part of the Lease, as herein amended and supplemented.

(i) The exhibit attached hereto and marked as 'Exhibit R' is hereby made a part of the Lease, as herein amended and supplemented.

10. Conditions Precedent to Effectiveness: The Port Authority shall have no obligations under Articles II – VII of Supplemental Lease Agreement No. 1 in connection with the Additional Investment, as hereby amended and supplemented in this Supplemental Lease Agreement No. 2, or under this Supplemental Lease Agreement No. 2 and such Articles and this Supplemental Lease Agreement No. 2 shall not be effective

for any purpose, unless on the Supplemental Lease Agreement No. 2 Effective Date the Port Authority shall have received all of the following:

(a) a certificate from a duly authorized officer of the Lessee, to the effect that (i) no events that would constitute Aggregate Payment Obligation Events of Default have occurred and are continuing and (ii) the Lessee has met and will continue to take all action necessary to meet all of its obligations under the Financing Documents;

(b) the opinion of counsel to the Lessee, in connection with the execution of this Supplemental Agreement No. 2, the Second Supplemental Trust Administration Agreement and the First Supplemental Agreement to Second Leasehold Mortgage;

(c) the First Supplemental Agreement to Second Leasehold Mortgage, in substantially the form set forth in Exhibit N of this Supplemental Lease Agreement No. 2, duly executed by the Lessee;

(d) evidence satisfactory to the Port Authority that the First Supplemental Agreement to Second Leasehold Mortgage has been recorded in the appropriate office of the City Register of the City of New York;

(e) the Second Supplemental Trust Administration Agreement, in substantially the form set forth in Exhibit O of this Supplemental Lease Agreement No. 2, duly executed by the Lessee; and

(f) the letter substantially in the form set forth in Exhibit R of this Supplemental Lease Agreement No. 2, duly executed by the Lessee.

11. Representations and Warranties:

The Lessee represents and warrants that:

(a) The Lessee has all requisite authority to execute and perform this Supplemental Lease Agreement No. 2, to incur the Additional Payment Obligation, the June 2003 Semi-Annual Payment Obligation, the December 2003 Semi-Annual Payment Obligation and the Additional Semi-Annual Payment Obligation and to carry out the transactions contemplated thereby.

(b) The execution, delivery and performance by the Lessee of this Supplemental Lease Agreement No. 2 and the incurring of the Additional Payment Obligation, the June 2003 Semi-Annual Payment Obligation, the December 2003 Semi-Annual Payment Obligation and the Additional Semi-Annual Payment Obligation have been duly authorized by proper proceedings and do not violate any provision of any Law or any provision of any indenture, loan or

credit agreement now in effect to which the Lessee, or any of its member entities, is a party, and, pursuant to the foregoing, this Agreement and the Additional Payment Obligation, the June 2003 Semi-Annual Payment Obligation, the December 2003 Semi-Annual Payment Obligation and the Additional Semi-Annual Payment Obligation constitute valid and legally binding obligations of the Lessee enforceable in accordance with their respective terms.

12. Non-liability of Individuals; Limitations on Recourse:

(a) Notwithstanding any other provision of this Supplemental Lease Agreement No. 2 to the contrary, no (a) Commissioner, director, employee, committee member, manager, managing director, officer, agent, representative nor any (b) owner, shareholder, member, partner, controlling person, principal or ultimate beneficial owner, in each case whether direct or indirect, of the Port Authority or of the Lessee, or any Affiliate of the Port Authority or of the Lessee, shall be charged personally or held contractually liable by or to the other party, or any third-party beneficiary hereof, under, or in connection with, any term or provision of this Supplemental Lease Agreement No. 2 or of any supplement, modification or amendment to this Supplemental Lease Agreement No. 2 or because of any breach thereof, or because of its or their execution or attempted execution.

(b) Notwithstanding any other provision of this Supplemental Lease Agreement No. 2 to the contrary, and as a material consideration for the Lessee's entry into this Supplemental Agreement No. 2, it is acknowledged and agreed that (a) neither the Port Authority nor any of its successors or assigns, nor any third-party beneficiary hereof, shall have any recourse or shall make any claim under or in connection with this Supplemental Agreement No. 2, against (1) any member of the Lessee, (2) any of the Affiliates of the Lessee or of any such member, or (3) any (A) officer, committee member, director, manager, managing director, employee, agent, representative or (B) owner, shareholder, member, partner, principal, controlling person or ultimate beneficial owner, in each case whether direct or indirect, of any of the persons mentioned in clauses (1) or (2) above, under, or in connection with, this Supplemental Lease Agreement No. 2 and the sole recourse of the Port Authority and its successors and assigns, and any third-party beneficiary hereof, shall be against the Lessee's assets irrespective of any failure of the Lessee to comply with applicable law or any provision of this Supplemental Agreement No. 2, and (b) neither the Port Authority nor any of its successors or assigns, nor any third-party beneficiary hereof, shall be subrogated, or have any right of subrogation, to any claim of the Lessee for any capital contributions to the Lessee from any member of the Lessee. The acknowledgments and agreements set forth in this paragraph 12 (b) are made expressly for the benefit of the persons referred to in clauses (1), (2), and (3) above, individually or collectively.

(c) For the purposes of this paragraph, the protections afforded to the Lessee and its related persons or entities under this paragraph 12 shall also apply to and be deemed to protect (a) the Trustee and any successor to the Lessee as may be permitted pursuant to the Lease and (b) any (1) officer, committee member, director, manager, managing director, employee, agent or representative or (2) controlling person, shareholder, member, partner, principal or ultimate beneficial owner, in each case whether direct or indirect, of any of the persons mentioned in clause (a) of this paragraph 12 (c) in respect of any obligations hereunder.

13. Beneficial Parties:

This Supplemental Lease Agreement No. 2 is made solely for the benefit of the Port Authority and the Lessee and no other person or entity (including, without limitation the Bond Insurer and the Trustee, except to the extent set forth below) shall have any right, benefit or interest under or because of the existence of this Supplemental Agreement No. 2. The Bond Insurer (so long as the Bond Insurance Policy is in force and effect and the Bond Insurer is not in default under the Bond Insurance Policy) and the Trustee shall be third-party beneficiaries of this Supplemental Lease Agreement No. 2 solely with respect to the rights provided for them in Sections 6.2(i)(d) – 6.2(i)(f), 6.2(v), 6.2(vi), 6.4 and 19.8 of Supplement No. 1 to the Lease, as herein amended and supplemented.

14. Counterparts:

This Supplemental Lease Agreement No. 2 may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument and any of the parties hereto may execute this Supplemental Lease Agreement No. 2 by signing any such counterpart.

15. Continuing Effectiveness:

As hereby amended, all the terms, covenants, provisions, conditions and agreements of the Lease shall be and remain in full force and effect.

[REMAINDER OF PAGE DELIBERATELY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Lease Agreement No. 2 to be signed by their duly authorized officers as of the date first written above.

JFK INTERNATIONAL AIR TERMINAL LLC

By:_____
Name: Victor van der Chijs
Title: Executive Committee Member
Address: Schiphol USA, Inc.
570 Lexington Avenue
New York, NY 10022
Telephone: 212-319-8481

By:_____
Name: David Sigman
Title: Executive Committee Member
Address: LCOR Incorporated
Suite 3310, One Penn Plaza
New York, NY 10119
Telephone: 212-760-0060

By:_____
Name: Christopher McKenna
Title: Executive Committee Member
Address: Lehman Brothers, Inc.
399 Park Avenue, 6th floor
New York, NY 10022
Telephone: 212-526-0369

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Lease Agreement No. 2 to be signed by their duly authorized officers as of the date first written above.

JFK INTERNATIONAL AIR TERMINAL LLC

By:_____
Name: Victor van der Chijs
Title: Executive Committee Member
Address: Schiphol USA, Inc.
570 Lexington Avenue
New York, NY 10022
Telephone: 212-319-8481

By:_____
Name: David Sigman
Title: Executive Committee Member
Address: LCOR Incorporated
Suite 3310, One Penn Plaza
New York, NY 10119
Telephone: 212-760-0060

By:_____
Name: Christopher McKenna
Title: Executive Committee Member
Address: Lehman Brothers, Inc.
399 Park Avenue, 6th floor
New York, NY 10022
Telephone: 212-526-0369

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Lease Agreement No. 2 to be signed by their duly authorized officers as of the date first written above.

JFK INTERNATIONAL AIR TERMINAL LLC

By:_____
Name: Victor van der Chijs
Title: Executive Committee Member
Address: Schiphol USA, Inc.
570 Lexington Avenue
New York, NY 10022
Telephone: 212-319-8481

By:_____
Name: David Sigman
Title: Executive Committee Member
Address: LCOR Incorporated
Suite 3310, One Penn Plaza
New York, NY 10119
Telephone: 212-760-0060

By:_____
Name: Christopher McKenna
Title: Executive Committee Member
Address: Lehman Brothers, Inc.
399 Park Avenue, 6th floor
New York, NY 10022
Telephone: 212-526-0369

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: _____

Name: _____

Title: FRANCIS A. DIMOLA ASSISTANT DIRECTOR AVIATION DEPT.

Address: 225 Park Avenue South
New York, New York 10003

Telephone: 212 435-3713

APPROVED

TERMS	FORM

EXHIBIT J

ADDITIONAL INVESTMENT/PAYMENT GRID

Investment Date/ Payment Date	Additional Investment Amount/Additional Payment Obligation Paid	Additional Payment Obligation	Notation Made By

EXHIBIT K

NOTICE OF JUNE 2003 ADDITIONAL INVESTMENT

Date of Notice of June 2003 Additional Investment:_____

Additional Investment Number: One

June 2003 Additional Investment Amount:_____

Investment Date: June 1, 2003

June 2003 Additional Investment Price: _____

To: The Port Authority of New York and New Jersey
225 Park Avenue South, 12th Floor
New York, New York 10003

Attention: Treasurer

JFK International Air Terminal LLC (the "Lessee") and the Port Authority of New York and New Jersey (the "Port Authority") have heretofore entered into Supplemental Lease Agreement No. 1 dated as of August 10, 2001 and bearing Port Authority Lease No. AYC-685, which Supplemental Lease Agreement No. 1 was amended and supplemented by the Lessee and the Port Authority in Supplemental Lease Agreement No. 2 dated as of December 20, 2002 (hereinafter "Supplemental Lease Agreement No. 2" and Supplemental Lease Agreement No. 1 as amended and supplemented by Supplemental Lease Agreement No. 2 hereinafter the "Agreement") relating to the Aggregate Payment Obligation (such term and all other terms of special meaning having the meanings ascribed to such terms in or pursuant to the Agreement). Pursuant to the Agreement, the Lessee requests that the Port Authority pay the June 2003 Additional Investment Price for Investment Number One of the Additional Investment, which obligation is to be incurred by the Lessee in the amount; and on the Investment Date set forth above.

Payment of the June 2003 Additional Investment Price set forth above shall be made by the Port Authority to the Port Authority on the Investment Date in accordance with the terms of the Agreement and paid directly by the Port Authority and applied to the payment of the Semi-Annual Payment Obligation payable under the Agreement by the Lessee on June 1, 2003.

(I) The Lessee hereby represents and warrants that:

(a) except for any Lock Box Event described in Section II of this Notice of June 2003 Additional Investment, none of the Aggregate Payment Obligation Events of Default have occurred and are continuing;

(b) except for any Lock Box Event described in Section II of this Notice of June 2003 Additional Investment, the Lessee has met and will continue to take all action necessary to meet all its obligations under the Financing Documents;

(c) the Agreement, the Lease and the Second Leasehold Mortgage are in full force and effect;

(d) the June 2003 Additional Investment Price shall be used to pay for the Semi-Annual Payment Obligation due to the Port Authority on June 1, 2003 pursuant to the Agreement; and

(e) the undersigned is authorized by the Lessee to provide this Notice of June 2003 Additional Investment to the Port Authority.

(II) The Lessee hereby certifies that the following Lock Box Event(s) has/have occurred and are continuing on the Investment Date [indicate Lock Box Event(s) or insert the word "NONE"]:

_____

_____

The delivery of this Notice of June 2003 Additional Investment shall be deemed to be a continuing representation and warranty by the Lessee as to the matters set forth in Sections I and II, inclusive, of the immediately preceding paragraph.

JFK INTERNATIONAL AIR TERMINAL LLC

By:_____

Name:_____

Title:_____

By:_____

Name:_____

Title:_____

By:_____

Name:_____

Title:_____

EXHIBIT L

NOTICE OF DECEMBER 2003 ADDITIONAL INVESTMENT

Date of Notice of December 2003 Additional Investment:_____

Additional Investment Number: Two

December 2003 Additional Investment Amount:_____

Investment Date: December 1, 2003

December 2003 Additional Investment Price: _____

To: The Port Authority of New York and New Jersey
225 Park Avenue South, 12th Floor
New York, New York 10003

Attention: Treasurer

JFK International Air Terminal LLC (the "Lessee") and the Port Authority of New York and New Jersey (the "Port Authority") have heretofore entered into Supplemental Lease Agreement No. 1 dated as of August 10, 2001 and bearing Port Authority Lease No. AYC-685, which Supplemental Lease Agreement No. 1 was amended and supplemented by the Lessee and the Port Authority in Supplemental Lease Agreement No. 2 dated as of December 20, 2002 (hereinafter "Supplemental Lease Agreement No. 2" and Supplemental Lease Agreement No. 1 as amended and supplemented by Supplemental Lease Agreement No. 2 hereinafter the "Agreement") relating to the Aggregate Payment Obligation (such term and all other terms of special meaning having the meanings ascribed to such terms in or pursuant to the Agreement). Pursuant to the Agreement, the Lessee requests that the Port Authority pay the December 2003 Additional Investment Price for Investment Number Two of the Additional Investment, which obligation is to be incurred by the Lessee in the amount, and on the Investment Date set forth above.

Payment of the December 2003 Additional Investment Price set forth above shall be made by the Port Authority to the Port Authority on the Investment Date in accordance with the terms of the Agreement and shall be directly paid by the Port Authority and applied to the payment of the Semi-Annual Payment Obligation payable under the Agreement by the Lessee on December 1, 2003.

(I) The Lessee hereby represents and warrants that:

(a) except for any Lock Box Event described in Section II of this Notice of December 2003 Additional Investment, none of the Aggregate Payment Obligation Events of Default have occurred and are continuing;

(b) except for any Lock Box Event described in Section II of this Notice of December 2003 Additional Investment, the Lessee has met and will continue to take all action necessary to meet all its obligations under the Financing Documents;

(c) the Agreement, the Lease and the Second Leasehold Mortgage are in full force and effect;

(d) the December 2003 Additional Investment Price shall be used to pay for the Semi-Annual Payment Obligation due to the Port Authority on December 1, 2003 pursuant to the Agreement; and

(e) the undersigned is authorized by the Lessee to provide this Notice of December 2003 Additional Investment to the Port Authority.

(II) The Lessee hereby certifies that the following Lock Box Event(s) has/have occurred and are continuing on the Investment Date [indicate Lock Box Event(s) or insert the word "NONE"]:

_____

_____

The delivery of this Notice of December 2003 Additional Investment shall be deemed to be a continuing representation and warranty by the Lessee as to the matters set forth in Sections I and II, inclusive, of the immediately preceding paragraph.

JFK INTERNATIONAL AIR TERMINAL LLC

By:_____

Name:_____

Title:_____

By:_____

Name:_____

Title:_____

By:_____

Name:_____

Title:_____

EXHIBIT M

[Debevoise & Plimpton Headed Paper]

December 20, 2003

Board of Commissioners
The Port Authority of New York
and New Jersey

The Bank of New York, as Trustee

MBIA Insurance Corporation

Ladies and Gentlemen:

We have acted as special counsel to JFK International Air Terminal LLC, a New York limited liability company (the "Company"), in connection with *(a)* the Supplemental Lease Agreement No. 1 (the "Supplemental Lease Agreement No. 1"), dated as of August 10, 2001, between the Company and The Port Authority of New York and New Jersey (the "Port Authority"), *(b)* the Supplemental Lease Agreement No. 2 (the "Supplemental Lease Agreement No. 2"), dated as of the date hereof, between the Company and the Port Authority, *(c)* the First Supplemental Trust Administration Agreement (the "First Supplemental Trust Administration Agreement"), dated as of August 10, 2001, between the Company and The Bank of New York, as trustee (the "Trustee"), *(d)* the Second Supplemental Trust Administration Agreement (the "Second Supplemental Trust Administration Agreement"), dated as of the date hereof, between the Company and the Trustee *(e)* the Second Leasehold Mortgage (the "Leasehold Mortgage"), dated as of August 10, 2001, between the Company and the Port Authority, and *(f)* the First Supplemental Agreement to the Second Leasehold Mortgage (the "First Supplemental Agreement to Second Leasehold Mortgage"), dated as of the date hereof, between the Company and the Port Authority.

This opinion is being delivered to you pursuant to paragraph 10 (b) of the Supplemental Lease Agreement No. 2. Capitalized terms not otherwise defined shall have the respective meanings given to such terms in the Supplemental Lease Agreement No. 1, as amended and supplemented by the Supplemental Lease Agreement No. 2.

In arriving at the opinions expressed below,

(a) we have reviewed (i) the (A) Supplemental Lease Agreement No. 2, (B) Second Supplemental Trust Administration Agreement, and (C) First Supplemental Agreement to

Second Leasehold Mortgage (collectively the "Transactional Documents") and (ii) the MBIA Consent letter, dated as of the date hereof, from MBIA Insurance Corporation to the Trustee and the Port Authority (the "MBIA Consent Letter"), the Lease, the Leasehold Mortgage, the Trust Administration Agreement, the Supplemental Lease Agreement No. 1, the Second Leasehold Mortgage, the First Supplemental Trust Administration Agreement and the Port Authority Financing Consent and Agreement;

(b) we have examined and relied on such documents and records of the Company and such other instruments and certificates of (i) public officials, and (ii) officers and representatives of the Company, including the Officer Certificate of the Company, dated the date hereof (delivered pursuant to paragraph 10 (a) of the Supplemental Lease Agreement No. 2), as we have deemed necessary or appropriate for the purposes of this opinion;

(c) we have examined and relied upon the representations and warranties as to factual matters contained in or made pursuant to the Transactional Documents; and

(d) we have made such investigations of law as we have deemed appropriate as a basis for this opinion.

In rendering the opinions expressed below, we have assumed, with your permission, without independent investigation or inquiry, (a) the authenticity of all documents submitted to us as originals, (b) the genuineness of all signatures (other than that of the Company) on all documents that we examined, (c) the conformity to authentic originals of documents submitted to us as certified, conformed or photostatic copies, and (d) the due authorization, execution and delivery of the Transactional Documents by each party to each such agreement (other than the Company).

Based upon and subject to the foregoing and the qualifications hereinafter set forth, we are of the opinion that:

(1) Existence. The Company is validly existing as a limited liability company under the laws of the State of New York.

(2) Power and Authority of Company, etc. The Company has all requisite power under New York law to execute, deliver and perform the Transactional Documents. The Company has taken all action required under New York law and its Amended and Restated Operating Agreement, dated December 16, 1996, among LCOR JFK Airport, L.L.C., Schiphol USA Inc., and Lehman JFK LLC (as amended as of the date hereof) for the authorization, execution, delivery and performance of the Transactional Documents.

(3) Enforceability, etc. Each of the Transactional Documents has been duly executed and delivered on behalf of the Company and constitutes a valid and binding obligation of the Company enforceable against the Company in accordance with its terms.

(4) No Violation, etc. The execution, delivery and performance by the Company of the Transactional Documents do not (i) violate any Federal or New York State law or regulation applicable to the Company, or (ii) constitute a breach of, or result in a default under, the

provisions of any material agreement or other material instrument known to us to which the Company is a party or to which any of its properties is subject.

(5) The Trustee. Pursuant to the Financing Agreements, and the MBIA Consent Letter, the Trustee is authorized to execute the Second Supplemental Trust Administration Agreement.

* * *

Our opinions set forth above are subject to (i) bankruptcy, insolvency, fraudulent conveyance, fraudulent transfer, reorganization, moratorium and other similar laws relating to or affecting creditors' rights or remedies generally, (ii) general equitable principles (whether considered in a proceeding in equity or at law) and (iii) an implied covenant of good faith, reasonableness and fair dealing. In addition, applicable state laws and interpretations may affect the validity or enforceability of certain remedies provided for in the Transactional Documents, but such limitations do not, in our opinion, make the remedies provided for therein inadequate for the practical realization of the rights and benefits intended to be provided thereby (subject to the other qualifications expressed herein).

We express no opinion as to the laws of any jurisdiction other than the laws of the State of New York and those Federal laws of the United States of America which, in our experience, are generally applicable to transactions of this type. We have assumed, with your permission, that the execution and delivery of the Transactional Documents by each party to each such agreement (other than the Company) and the performance of such party's obligations thereunder will not violate any fundamental public policy under applicable law (other than the laws of the State of New York and Federal laws of the United States of America).

* * *

The opinions expressed herein are solely for your benefit and, without our prior consent, neither our opinion nor this opinion letter may be furnished or disclosed to or relied upon by any other person.

Very truly yours,

EXHIBIT N

FIRST SUPPLEMENTAL AGREEMENT TO
SECOND LEASEHOLD MORTGAGE

between

JFK INTERNATIONAL AIR TERMINAL LLC,
a New York limited liability company

as Mortgagor

and

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

as Mortgagee

Dated as of December 20, 2002

County of Queens
City of New York
John F. Kennedy International Airport
Block 14260, Lot 1

Record and Return to:

Leases Division
Law Department
Port Authority of New York and New Jersey
225 Park Avenue South, 14th Floor
New York, NY 10003
Attention: Shirley A. Ripullone, Esq.

FIRST SUPPLEMENTAL AGREEMENT
TO SECOND LEASEHOLD MORTGAGE

THIS FIRST SUPPLEMENTAL AGREEMENT TO SECOND LEASEHOLD MORTGAGE (hereinafter called the "First Supplemental Agreement"), dated as of December 20, 2002 (the "First Supplemental Agreement Effective Date") by JFK INTERNATIONAL AIR TERMINAL LLC, a limited liability company organized under the laws of the State of New York, having an office and place of business at John F. Kennedy International Airport (Terminal 4), Room 161.022, Jamaica, NY 11430 (together with its permitted transferees and assigns being hereinafter called the "Mortgagor") in favor of THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, (together with its permitted transferees and assigns being hereinafter called the "Port Authority" or the "Mortgagee") a body corporate and politic created by Compact between the States of New York and New Jersey with the consent of the Congress of the United States of America and having an office and place of business at 225 Park Avenue South, New York, New York 10003.

WITNESSETH:

WHEREAS, the Mortgagor has agreed to develop and operate an air passenger terminal facility at John F. Kennedy International Airport, Jamaica, New York, pursuant to a lease made effective as of May 13, 1997, bearing Port Authority File No. AYC-685 (hereinafter as the same has been and may hereafter be amended and supplemented called the "Lease"), by and between the Mortgagee, as lessor, and the Mortgagor, as lessee, a memorandum of which was recorded contemporaneously therewith; and

WHEREAS, the Mortgagor and the Bank of New York, as Trustee in favor of Bondholders (hereinafter called the "First Mortgagee"), are parties to a first leasehold mortgage dated as of May 13, 1997 (hereinafter as the same has been and may hereafter be amended and supplemented called the "First Leasehold Mortgage") wherein and whereby the Mortgagor agreed to grant a mortgage of all of its leasehold interest under the Lease to the Bank of New York, for the benefit of the Bondholders, which First Leasehold Mortgage was recorded in the office of the Register of The City of New York, County of Queens, in reel 04588 page 01142; and

WHEREAS, the First Mortgagee has at the request of the Lessee, executed that certain Partial Release of Leasehold Mortgage executed and delivered as of August 13, 2001 covering the release of a portion of the mortgaged property under the First Leasehold Mortgage and has executed that certain Amended and Restated Partial Release of Mortgaged Premises dated as of August 31, 2001 covering the clarification of the location of the released mortgaged property; and

WHEREAS, the Mortgagor and the Mortgagee are parties to that certain Supplemental Lease Agreement No. 1 (hereinafter "Supplemental Lease Agreement No. 1") to the Lease dated as of August 10, 2001 covering, among other matters, the payment by the Mortgagor to the Mortgagee of the Aggregate Payment Obligation as defined therein; and

WHEREAS, the Mortgagor and the Mortgagee have executed and delivered immediately prior to the execution and delivery of this First Supplemental Agreement that certain Supplemental Lease Agreement No. 2 (hereinafter "Supplemental Lease Agreement No. 2") to the Lease, which covers the Additional Payment Obligation, the June 2003 Semi-Annual Payment Obligation, the December 2003 Semi-Annual Payment Obligation and the Additional Semi-Annual Payment Obligation, as such terms are defined therein, and an increase in the amount of the Aggregate Payment Obligation; and

WHEREAS, the Mortgagor and the Mortgagee entered into a second leasehold mortgage dated as of August 10, 2001 (the "Second Leasehold Mortgage") wherein and whereby the Mortgagor agreed to grant a mortgage of all of its leasehold interest under the Lease to the Mortgagee, subject to the First Leasehold Mortgage, to secure the payment of the Aggregate Payment Obligation, as such term is defined in Supplemental Lease Agreement No. 1, by the Lessee, subordinate only to the First Leasehold Mortgage, and on such basis the Mortgagor has agreed to grant a mortgage of all of its leasehold interest under the Lease to the Mortgagee, which Second Leasehold Mortgage was recorded in the office of the Register of The City of New York, County of Queens, in reel 06014 page 00662; and

WHEREAS, Supplemental Lease Agreement No. 2 provides that the payment of the Additional Payment Obligation, the June 2003 Semi-Annual Payment Obligation, the December 2003 Semi-Annual Payment Obligation and the Additional Semi-Annual Payment Obligation are to be added to the Aggregate Payment Obligation and are to be secured by the Second Leasehold Mortgage as herein amended;

NOW, THEREFORE, as a condition precedent to and in consideration of the Port Authority's execution of Supplemental Lease Agreement No. 2 and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree effective as of the First Supplemental Agreement Effective Date as follows:

1. From and after December 20, 2002, in each and every instance where the term "Supplement No. 1" is used in the Second Leasehold Mortgage, as herein amended, the term "Supplement No. 1 shall mean and refer to Supplemental Lease Agreement No. 1 as amended by Supplemental Lease Agreement No. 2.

2. Unless the context shall clearly indicate some other meaning or may otherwise require, capitalized terms used in this First Supplemental Agreement

without definition shall have the meanings ascribed thereto in the Lease, as amended by Supplemental Lease Agreement No. 1 and Supplemental Lease Agreement No. 2.

3. Without limiting the generality of paragraphs 1 and 2 hereof, it is hereby agreed and understood that pursuant to Supplemental Lease Agreement No. 2 all amounts representing the Additional Payment Obligation, the June 2003 Semi-Annual Payment Obligation, the December 2003 Semi-Annual Payment Obligation and the Additional Semi-Annual Payment Obligation are added to the amount payable as the Aggregate Payment Obligation (as defined in Supplemental Lease Agreement No. 1 prior to December 20, 2002) and that from and after December 20, 2002 each and every reference in the Second Leasehold Mortgage, as herein amended, to the Aggregate Payment Obligation shall mean and include the Payment Obligation, the Semi-Annual Payment Obligation, the Additional Payment Obligation and the Additional Semi-Annual Payment Obligation, the June 2003 Semi-Annual Payment Obligation and the December 2003 Semi-Annual Payment Obligation.

4. Paragraph (a) of Section 2 of the Second Leasehold Mortgage shall be amended by deleting the phrase, "To secure (i) the payment when due of the Aggregate Payment Obligation, including all of the Semi-Annual Payment Obligations and Annual Payment Obligations, with the maximum amount of the Payment Obligation not to exceed One Hundred Eighty Million Dollars and No Cents ($180,000,000.00) or such lesser amount as may be outstanding from time to time, (collectively, the 'Obligations')," and by inserting in lieu thereof the following phrase to read as follows:

> "To secure the payment when due of the Aggregate Payment Obligation, including all of the Semi-Annual Payment Obligations, Annual Payment Obligations, Additional Semi-Annual Payment Obligations, June 2003 Semi-Annual Payment Obligations, December 2003 Semi-Annual Payment Obligations and Additional Annual Payment Obligations, with the maximum amount of the Additional Investment not to exceed , or such lesser amount as may be outstanding from time to time and with the maximum amount of the Payment Obligation not to exceed or such lesser amount as may be outstanding from time to time, (collectively, the 'Obligations'), the total amount of the Obligations not to exceed

5. The address, "One World Trade Center, 67 East, New York, New York 10048" appearing in the tenth (10th) and eleventh (11th) lines of Section 38 of the Mortgage shall be deemed deleted therefrom and the address, "225 Park Avenue South, 12th Floor, New York, New York 10003" shall be deemed to have been inserted in lieu thereof.

6. It is the intention of the parties hereto that neither Supplemental Lease Agreement No. 2 nor this First Supplemental Agreement shall have changed or affected the priority of the lien of the Second Leasehold Mortgage with respect to that

portion of the Aggregate Payment Obligation consisting of the Payment Obligation and the Semi-Annual Payment Obligation.

7. The Mortgagor represents, warrants and covenants to and with the Mortgagee that the Mortgagor is a limited liability company duly organized and existing in good standing under the laws of the State of New York, is lawfully seized of the Mortgaged Property, has the power and authority to create, pledge and grant the leasehold mortgage as provided in the Second Leasehold Mortgage, as amended by this First Supplemental Agreement, to own its property and assets, and to enter into this First Supplemental Agreement, and its execution, delivery and performance of the obligations under the Second Leasehold Mortgage as amended by this First Supplemental Agreement, has been duly authorized by all necessary action on the part of the Mortgagor.

8. The Mortgagor represents, warrants and covenants to and with the Mortgagee that at the request of the Mortgagee and upon providing the Mortgagor with the appropriate documents, the Mortgagor will execute any documents necessary to record this First Supplemental Agreement and execute any necessary financing statements and, at periodic intervals, continuation statements pursuant to the Uniform Commercial Code as in effect in the State of New York and any other documents required to perfect or continue the perfection of the lien of the leasehold mortgage granted in this First Supplemental Agreement, and will pay all filing or recording costs with respect thereto and all costs of filing or recording this First Supplemental Agreement or any other instrument, agreement or document executed and delivered pursuant to this First Supplemental Agreement in all public offices where filing or recording is deemed by the Mortgagee to be necessary or desirable. The Mortgagor will promptly pay, or cause to be paid, any mortgage recording taxes, fees or other charges, if any, in connection with this First Supplemental Agreement and the other Security Documents (as defined in the Second Leasehold Mortgage).

9. This First Supplemental Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

10. (a) Notwithstanding any other provision of this First Supplemental Agreement to the contrary, no (x) Commissioner, director, employee, committee member, manager, managing director, officer, agent, representative, nor any (y) owner, shareholder, member, partner, controlling person, principal, or ultimate beneficial owner, in each case, whether direct or indirect, of the Mortgagee or of the Mortgagor or any Affiliate of the Mortgagee or the Mortgagor or of any of the foregoing, shall be charged personally or held contractually liable by or to the other party, under, or in connection with, any term or provision of this First Supplemental Agreement or of any supplement, modification or amendment to this First Supplemental Agreement or because of any breach thereof, or because of its or their execution or attempted execution.

(b) Notwithstanding any other provision of this First Supplemental Agreement to the contrary, and as a material consideration for the Mortgagor's entry into this First Supplemental Agreement, it is acknowledged and agreed that: (x) neither the Mortgagee (or any of its successors or assigns), shall have any recourse or shall make any claim under or in connection with this First Supplemental Agreement, against (i) any member of the Mortgagor, or (ii) any of the Affiliates of the Mortgagor or of any such member, or (iii) any (A) officer, committee member, director, manager, managing director, employee, agent, representative or (B) owner, shareholder, member, partner, principal, controlling person or ultimate beneficial owner in each case, whether direct or indirect, of any of the persons mentioned in clauses (i) and (ii) above, under, or in connection with, this First Supplemental Agreement and the sole recourse of the Mortgagee (or its successors or assigns) shall be against the Mortgagor's assets irrespective of any failure of the Mortgagor to comply with applicable Law or any provision of this First Supplemental Agreement, and (y) neither the Mortgagee (or its successors or assigns) shall be subrogated, or have any right of subrogation, to any claim of the Mortgagor for any capital contributions to the Mortgagor from any member of the Mortgagor. The acknowledgements and agreements set forth in this paragraph 10 are made expressly for the benefit of the persons referred to in clauses (i), (ii) and (iii) above, individually or collectively.

(c) For the purposes of this paragraph 10, the protections afforded to the Mortgagor under this paragraph 10 shall be deemed to protect any successor to the Mortgagor, any Interim Terminal Operator or any Qualified Terminal Operator and any director, manager, managing director, controlling person, direct or indirect shareholder, member, partner, principal, ultimate or indirect shareholder, owner, officer or agent thereof in respect of any obligations hereunder or under any of the Security Documents (as defined in the Second Leasehold Mortgage).

11. As hereby amended, all the terms, covenants, provisions, conditions and agreements of the Second Leasehold Mortgage shall be and remain in full force and effect.

[THE REMAINDER OF PAGE DELIBERATELY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Agreement to be executed by their duly authorized officers, all as of the day and year first above written.

MORTGAGOR:

JFK INTERNATIONAL AIR TERMINAL LLC

By:_____

Name:_____

Title:_____

By:_____

Name:_____

Title:_____

By:_____

Name:_____

Title:_____

MORTGAGEE:

PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By:_____

Name:_____

Title:_____

FOR THE MORTGAGOR

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

On the day of December in the year 2002, 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.

_____
(notarial seal and stamp)

FOR THE MORTGAGOR

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

On the day of December in the year 2002, 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.

_____
(notarial seal and stamp)

FOR THE MORTGAGOR

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

On the day of December in the year 2002, 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.

(notarial seal and stamp)

FOR THE MORTGAGEE

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

On the day of December in the year 2002, 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.

(notarial seal and stamp)

EXHIBIT O

SECOND SUPPLEMENTAL TRUST ADMINISTRATION AGREEMENT

BY AND BETWEEN

JFK INTERNATIONAL AIR TERMINAL LLC

AND

THE BANK OF NEW YORK

(WITH THE CONSENT OF THE PORT AUTHORITY
OF NEW YORK AND NEW JERSEY)

DATED AS OF DECEMBER 20, 2002

SECOND SUPPLEMENTAL TRUST ADMINISTRATION AGREEMENT

THIS SECOND SUPPLEMENTAL TRUST ADMINISTRATION AGREEMENT (the "Second Supplemental Trust Administration Agreement"), dated as of December 20, 2002 (the "Effective Date"), is entered into by and between JFK International Air Terminal LLC (the "Lessee"), a New York limited liability company, and THE BANK OF NEW YORK (the "Trustee"), a New York banking corporation, as Trustee under the Trust Indenture, dated May 13, 1997, between the Trustee and The Port Authority of New York and New Jersey (the "Authority").

W I T N E S S E T H:

WHEREAS, the Authority and the Lessee entered into an Agreement of Lease (identified by the Port Authority lease number AYC-685) on May 13, 1997 (as amended, modified, or supplemented from time to time, the "Lease"), relating to the lease, development, construction and operation of a new passenger terminal located at Terminal 4 at John F. Kennedy International Airport in Jamaica, New York;

WHEREAS, the Lessee and the Trustee have entered into the original Trust Administration Agreement on May 13, 1997 in connection with the financing of such new passenger terminal;

WHEREAS, in order to modify and supplement the Trust Administration Agreement, the Lessee and the Trustee have entered into that certain First Supplemental Trust Administration Agreement to the Trust Administration Agreement dated as of August 10, 2001 (the "First Supplemental Trust Administration Agreement and the Trust Administration Agreement as amended by the First Supplemental Trust Administration Agreement hereinafter the "Trust Administration Agreement");

WHEREAS, in order to modify and supplement the Lease, the Lessee and the Authority have entered into that certain Supplemental Lease Agreement No. 1, dated as of August 10, 2001, (the "Supplemental Lease Agreement No. 1");

WHEREAS, in order to further modify and supplement the Lease, the Lessee and the Authority have entered into that certain Supplemental Lease Agreement No. 2 dated as of the Effective Date (the "Supplemental Lease Agreement No. 2"); and

WHEREAS, in order to make certain changes to the Trust Administration Agreement in connection with Supplemental Lease Agreement No. 2, the Lessee and the Trustee have determined to enter into this Second Supplemental Trust Administration Agreement, and the Authority has agreed to consent to the terms hereof in accordance with Section 7.2 of the Trust Administration Agreement;

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Lessee and the Trustee hereby agree

to amend and supplement the Trust Administration Agreement effective as of the Effective Date as follows:

ARTICLE I

AMENDMENT OF ARTICLE I

SECTION 1.1. **Amendment of the term Supplemental Lease Agreement No. 1.**

The term, "Supplemental Lease Agreement No. 1" appearing in Article I of the First Supplemental Trust Administration Agreement shall be amended effective as of December 20, 2002 to read as follows:

" 'Supplemental Lease Agreement No. 1' shall mean that certain Supplemental Lease Agreement No. 1 to the Lease entered into by the Lessee and the Authority dated as of August 10, 2001, as amended and supplemented by Supplemental Lease Agreement No. 2."

SECTION 1.2. **Definition of Supplemental Lease Agreement No. 2.**

Effective as of December 20, 2002, the term, "Supplemental Lease Agreement No. 2" shall be inserted immediately after the definition of "Supplemental Lease Agreement No. 1, as herein amended, appearing in Article I of the First Supplemental Trust Administration Agreement to read as follows:

" 'Supplemental Lease Agreement No. 2" shall mean that certain Supplemental Lease Agreement No. 2 to the Lease entered into by the Lessee and the Authority dated as of December 20, 2002."

ARTICLE II

RECEIPT BY TRUSTEE

SECTION 2.1. **Receipt of Supplemental Lease Agreement No. 2.**

The Trustee hereby confirms that it has received an executed copy of Supplemental Lease Agreement No. 2 and, pursuant to the letter dated December 20, 2002 from the Bond Insurer, consents thereto.

ARTICLE III

AMENDMENT OF NOTICE ADDRESS

SECTION 3.1 **Amendment of Section 7.2 of Trust Administration Agreement.**

The address, "One World Trade Center, New York, New York, 10048" appearing in the last two lines of Section 7.2 of the Trust Administration Agreement shall be amended to read, "225 Park Avenue South, New York, New York, 10003".

ARTICLE IV

MISCELLANIOUS

SECTION 4.1. References to the Trust Administration Agreement.

(a) This Second Supplemental Trust Administration Agreement shall only be deemed to amend the Trust Administration Agreement and the First Supplemental Trust Administration Agreement (x) insofar as is required to effectuate the transactions contemplated by Supplemental Lease Agreement No. 2, and (y) as expressly set forth herein. References in the following Sections of the Trust Administration Agreement to the Trust Administration Agreement are hereby amended so as to be references to the Trust Administration Agreement as amended, supplemented or otherwise modified by this Second Supplemental Trust Administration Agreement; (i) Section 1.2, (ii) Section 7.3, (iii) Section 7.5, (vi) Section 7.10 and (v) Section 7.12. All references to the Financing Documents contained in Section 17 of Appendix A to the Trust Administration Agreement are hereby amended to include a reference to the Trust Administration Agreement as amended, supplemented or otherwise modified by this Second Supplemental Trust Administration Agreement.

(b) As amended through the operation of Section 4.1(a) hereof, Sections 1.2, 7.10, and 7.12 of the Trust Administration Agreement, and Section 17 of Appendix A to the Trust Administration Agreement, are hereby incorporated by reference as if set forth herein at length.

(c) Except as expressly provided herein, and notwithstanding any provision in any Financing Document (including, without limitation, the Trust Administration Agreement) or in any other document relating to the Project to the contrary, any reference to the Trust Administration Agreement contained in any Financing Document, or in any other document relating to the Project, whether or not such reference is (i) direct or indirect, or (ii) to the Trust Administration Agreement as amended, supplemented or otherwise modified (from time to time or otherwise), shall not include the provisions of the Second Supplemental Trust Administration Agreement

SECTION 4.2. Amendment and Supplement.

This Second Supplemental Trust Administration Agreement may be amended, modified or supplemented only by a written instrument signed by the Lessee and the Trustee, which has been consented to in writing (i) by the Authority and (ii) by the Bond Insurer (so long as the Bond Insurance Policy is in force and effect and the Bond Insurer is not in default under the Bond Insurance Policy).

SECTION 4.3. Parties Interested Herein. This Agreement is made solely for the benefit of the Lessee, the Trustee and the Port Authority and no other person or entity (including the Bond Insurer, except to the extent set forth below) shall have any right, benefit or interest under or because of the existence of this Agreement. The Bond Insurer (so long as the Bond Insurance Policy is in force and effect and the Bond Insurer is not in default under the Bond Insurance Policy) shall be a third-party beneficiary of this Agreement solely with respect to the rights provided for them in Section 4.2 and this Section 4.3 of the Second Supplemental Trust Administration.

SECTION 4.4. Counterparts.

This Second Supplemental Trust Administration Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument and any of the parties hereto may execute this Second Supplemental Trust Administration Agreement by signing any such counterpart.

SECTION 4.5. Severability.

In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Second Supplemental Trust Administration Agreement.

SECTION 4.6. Titles.

Titles to the articles and sections of this Second Supplemental Trust Administration Agreement are solely for the convenience of the parties and not an aid in the interpretation of this Second Supplemental Trust Administration Agreement or any part hereof.

SECTION 4.7. Law Governing the Second Supplemental Trust Administration Agreement.

The effect and meaning of this Second Supplemental Trust Administration Agreement and the rights of the parties hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without regard to the conflict of laws principles thereof.

SECTION 4.8. Concerning the Trustee: Trustee's Disclaimer.

All of the rights, privileges and immunities afforded the Trustee under the Trust Administration Agreement, the Trust Indenture, the Lease, the Special Project Bond Resolution, the Series Resolution and the Leasehold Mortgage are hereby incorporated herein as if set forth herein in full. The recitals contained herein shall be taken as the statements of the Lessee, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representation as to the validity or sufficiency of this Second Supplemental Trust Administration Agreement.

IN WITNESS WHEREOF, the parties hereto caused this Second Supplemental Trust Administration Agreement to be executed by a duly authorized signatory, all as of the day and year first above written.

JFK INTERNATIONAL AIR TERMINAL LLC

By:_____

Name:_____

Title:_____

By:_____

Name:_____

Title:_____

By:_____

Name:_____

Title:_____

THE BANK OF NEW YORK, as Trustee

By:_____

Name:_____

Title:_____

Amended and Restated Partial Release of Mortgaged Premises

This AMENDED AND RESTATED PARTIAL RELEASE OF MORTGAGED PREMISES (this "Amended and Restated Partial Release") is executed by THE BANK OF NEW YORK, a New York banking corporation (hereinafter the "Mortgagee"), as trustee, on this 31st day of August, 2001, and is effective as of the 10th day of August, 2001.

WITNESSETH:

WHEREAS, pursuant to that certain Leasehold Mortgage, dated as of May 13, 1997, between JFK International Air Terminal LLC, a New York limited liability company (hereinafter the "Mortgagor"), and the Mortgagee (as amended, modified or supplemented from time to time, the "Leasehold Mortgage"), the Mortgagee is the holder of a mortgage recorded on May 13, 1997 and recorded in Reel 4588 at Page 1142 of the Queens County Register's Office, New York, covering certain land and tenements described in such Leasehold Mortgage (the "Mortgaged Property"), of which the Release Property (as hereinafter defined) is part;

WHEREAS, pursuant to that certain Partial Release of Mortgaged Presmises, dated as of August 13, 2001 (the "Original Partial Release"), the Mortgagee, at the request of the Mortgagor, has agreed to give and surrender certain property referred to therein as the "Release Property" unto the Mortgagor, and to hold and retain the residue of the Mortgaged Property as security for the obligations described in the Leasehold Mortgage;

WHEREAS, the Original Partial Release did not clearly indicate the location of the portion of the Mortgaged Property that was intended to be released from the Leasehold Mortgage;

WHEREAS, in the Supplemental Lease Agreement No. 1, dated as of August 10, 2001, between the Mortgagor and the Port Authority of New York and New Jersey, that same portion of the Mortgage Property as the Mortgagor intended to be released from the Leasehold Mortgage in the Original Partial Release was more clearly identified in the definition of "Surrendered Premises" therein; and

WHEREAS, the Mortgagee, at the request of the Mortgagor, is executing this Amended and Restated Partial Release to clearly indicate the location of the portion of the Mortgaged Premises to be released from the Leasehold Mortgage.

NOW THIS AMENDED AND RESTATED PARTIAL RELEASE OF MORTGAGED PREMISES WITNESSETH, amends, restates and supercedes the Original Partial Release with the concurrence of the Mortgagor as evidenced by the

execution and delivery of the Acknowledgement and Acceptance of the Mortgagor set forth below.

FOR good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Mortgagee, the Mortgagee does grant, release and quitclaim unto the Mortgagor, that part of Mortgaged Property shown in dashes on the top of page 2 of Exhibit A attached hereto and made a part hereof (the "Release Property").

TOGETHER with all right, title and interest, if any, of the Mortgagee in and to any fixtures and articles of personal property which are now contained in the Release Property and which may be covered by said Leasehold Mortgage.

TOGETHER with the hereditaments and appurtenances thereunto belonging, and all right, title and interest of the Mortgagee, in and to the same, to the intent that the Release Property hereby released may be discharged from the Leasehold Mortgage, and that the rest of the Mortgaged Property may remain mortgaged to the Mortgagee as heretofore.

TO HAVE AND TO HOLD the Release Property hereby released and quitclaimed to the Mortgagor, and to the heirs, successors and assigns of the Mortgagor forever, free, clear and discharged of and from all lien and claim under and by virtue of the Leasehold Mortgage.

IN WITNESS WHEREOF, the Mortgagee has executed this Amended and Restated Partial Release the day and year first above written.

THE BANK OF NEW YORK, as Trustee

By: Beverly Gardner-Samuel
Name: BEVERLY GARDNER-SAMUEL
Title: Assistant Treasurer

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

On the 31st day of August in the year 2001, before me, the undersigned, a Notary Public in and for said state, personally appeared, Beverly Gardner-Samuel personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

By: Jean F. Newman
(notarial seal and stamp)

JEAN F. NEWMAN
Notary Public, State of New York
No. 24-4612517
Qualified in Kings County
Certificate filed in New York County
Commission Expires September 30, 2005

ACKNOWLEDGEMENT AND CONSENT OF MORTGAGOR

THE UNDERSIGNED hereby acknowledges and consents to the terms of the Amended and Restated Partial Release, as set forth above, effective as of the 10th day of August, 2001.

JFK INTERNATIONAL AIR TERMINAL LLC

By: _____

Name: Johannes Mohrmann

Title: Executive Committee Member

EXMEPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

EXMEPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

MBIA Insurance Corporation
113 King Street
Armonk, NY 10504
914 273 4545

August 10, 2001

To: The Bank of New York, as Trustee
JFK International Air Terminal LLC
The Port Authority of New York and New Jersey

Supplemental Trust Administration Agreement
Supplemental Lease Agreement No.1
Partial Release of Mortgaged Premises

Reference is made to that certain *(i)* Trust Administration Agreement, dated as of May 13, 1997, between JFK International Air Terminal LLC, a New York limited liability company (the "Lessee"), and The Bank Of New York, as trustee (the "Trustee") (as the same may be amended from time to time, the "Trust Administration Agreement"), *(ii)* Leasehold Mortgage, dated as of May 13, 1997, between the Lessee and the Trustee, as mortgagee (as the same may be amended from time to time, the "First Leasehold Mortgage") and *(iii)* Port Authority Financing Consent and Agreement, dated as of May 13, 1997, among The Port Authority of New York and New Jersey (the "Port Authority"), MBIA Insurance Corporation ("MBIA"), the Lessee and the Trustee (as the same may be amended from time to time, the "Port Authority Financing Consent and Agreement"). Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Trust Administration Agreement.

Further reference is made to that certain *(i)* Supplemental Lease Agreement No.1, dated as of the date hereof, between the Lessee and the Trustee (the "Supplemental Lease"), *(ii)* First Supplemental Trust Administration Agreement, dated as of the date hereof, between the Lessee and the Trustee (the "Supplemental Trust Administration Agreement"),*(iii)* the Second Leasehold Mortgage, dated as of the date hereof, executed by the Lessee, as mortgagor, and the Port Authority, as mortgagee (the "Second Leasehold Mortgage") and *(iv)* Partial Release of Mortgaged Premises, dated as of the date hereof, executed by the Trustee, as mortgagee (the "Partial Release" and, together with the Supplemental Trust Administration Agreement, the Second Leasehold Mortgage and the Supplemental Lease, the "Completion Documents").

MBIA

MBIA represents and confirms that the total aggregate principal amount of the Series 6 Bonds Outstanding are Insured Bonds (as defined in the Port Authority Financing Consent and Agreement) and that MBIA is not in default under the Bond Insurance Policy (as defined in the Port Authority Financing Consent and Agreement).

Pursuant to Section 16 of the Port Authority Financing Consent and Agreement, MBIA, as deemed owner of a principal amount of the Series 6 Bonds equal to the amount of the Insured Bonds, hereby consents to the execution and delivery of the Completion Documents by the relevant parties thereto.

MBIA INSURANCE CORPORATION

By: _____
Name: STEVEN C. CITRON
Title: MANAGING DIRECTOR

JFK INTERNATIONAL AIR TERMINAL LLC

August 10th, 2001

To: The Bank of New York, as Trustee

Supplemental Trust Administration Agreement
Partial Release of Mortgaged Premises

Reference is made to that certain *(i)* Trust Administration Agreement, dated as of May 13, 1997, between JFK International Air Terminal LLC, a New York limited liability company (the "Company"), and The Bank Of New York, as trustee (the "Trustee") (as the same may be amended from time to time, the "Trust Administration Agreement"), *(ii)* Leasehold Mortgage, dated as of May 13, 1997, between the Company and the Trustee, as mortgagee (as the same may be amended from time to time, the "First Leasehold Mortgage") and *(iii)* Port Authority Financing Consent and Agreement, dated as of May 13, 1997, among The Port Authority of New York and New Jersey, MBIA Insurance Corporation ("MBIA"), the Company and the Trustee (as the same may be amended from time to time, the "Port Authority Financing Consent and Agreement"). Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Trust Administration Agreement.

Further reference is made to that certain *(i)* First Supplemental Trust Administration Agreement, dated as of the date hereof, between the Company and the Trustee (the "Supplemental Trust Administration Agreement") and *(ii)* Partial Release of Mortgaged Premises, dated as of the date hereof, executed by the Trustee, as mortgagee (the "Partial Release" and, together with the Supplemental Trust Administration Agreement, the "Completion Documents").

The Company hereby requests that the Trustee execute and deliver both of the Completion Documents.

Terminal 4, Room 161.022 • JFK International Airport, Jamaica, NY 11430
Telephone: 718-751-3800 • Fax: 718-751-3809

Pursuant to Section 16 of the Port Authority Consent and Agreement, MBIA, as deemed owner of a principal amount of the Series 6 Bonds equal to the amount of the Insured Bonds, has consented to the execution and delivery by the Trustee of both of the Completion Documents.

JFK International Air Terminal

By: _____
Name: Hans Mohrmann
Title: Executive Committee Member

JFK International Air Terminal LLC

August 30, 2001

To: The Bank of New York, as Trustee

Amended and Restated Partial Release of Mortgaged Premises

Reference is made to that certain *(i)* Trust Administration Agreement, dated as of May 13, 1997, between JFK International Air Terminal LLC, a New York limited liability company (the "Company"), and The Bank Of New York, as trustee (the "Trustee") (as the same may be amended from time to time, the "Trust Administration Agreement"), *(ii)* Leasehold Mortgage, dated as of May 13, 1997, between the Company and the Trustee, as mortgagee (as the same may be amended from time to time, the "First Leasehold Mortgage"), *(iii)* Port Authority Financing Consent and Agreement, dated as of May 13, 1997, among The Port Authority of New York and New Jersey, MBIA Insurance Corporation ("MBIA"), the Company and the Trustee (as the same may be amended from time to time, the "Port Authority Financing Consent and Agreement") and (*iv*) Partial Release of Mortgaged Premises dated August 13, 2001, executed by the Trustee, as mortgagee (the "Original Partial Release"). Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Trust Administration Agreement.

Further reference is made to that certain Amended and Restated Partial Release of Mortgaged Premises, dated as of the date hereof and effective as of August 10, 2001, executed by the Trustee, as mortgagee (the "Amended and Restated Partial Release").

The Company hereby requests that the Trustee execute and deliver the Amended and Restated Partial Release.

Pursuant to Section 16 of the Port Authority Financing Consent and Agreement, MBIA, as deemed owner of a principal amount of the Series 6 Bonds equal to the amount of the Insured Bonds, has consented to the execution and delivery by the Trustee of the Amended and Restated Partial Release.

JFK International Air Terminal

By: _____
Name: Hans Mohrmann
Title: Executive Committee Member

21206414v2

NOTICE OF INVESTMENT

Date of Notice of Investment: August 14, 2001

Investment Number: 1

Investment Amount: --

Investment Date: August 13, 2001

Investment Price:

To: The Port Authority of New York and New Jersey
One World Trade Center, 67N
New York, New York 10048
Attention: Treasurer

Pursuant to the Supplemental Lease Agreement No. 1 dated August 10, 2001 (the "Agreement") between JFK International Air Terminal LLC (the "Lessee") and The Port Authority of New York and New Jersey (the "Port Authority") relating to the Aggregate Payment Obligation (such term and all other terms of special meaning having the meanings ascribed to such terms in or pursuant to the Agreement), the Lessee requests that the Port Authority pay to the Lessee the Investment Price for Investment Number 1, which obligation is to be incurred by the Lessee in the amount, and on the Investment Date set forth above.

Payment of the Investment Price set forth above shall be made on the Investment Date in accordance with the terms of the Agreement to: The Bank of New York, as Trustee under the Trust Administration Agreement, (or to any replacement Trustee under the Trust Administration Agreement, as the Lessee may direct) solely for deposit into the Aggregate Payment Obligation sub-account of the Construction Fund. Please wire funds as follows: The Bank of New York, ABA # 021000018, GLA # 111-565, A/C # 291596, for further credit to PA of NY & NJ Supplemental Construction Fund.

(I) The Lessee hereby represents and warrants that:

(a) except for any Lock Box Event described in Section II of this Notice of Investment, none of the Aggregate Payment Obligation Events of Default have occurred and are continuing;

(b) except for any Lock Box Event described in Section II of this Notice of Investment, the Lessee has met and will continue to take all action necessary to meet all its obligations under the Financing Documents;

(c) the Agreement, the Lease and the Second Leasehold Mortgage are in full force and effect;

(d) no less than ninety percent (90%) of all funds previously paid into the Aggregate Payment Obligation sub-account of the Construction Fund have been spent for Project Costs or are allocated to the payment for Project Costs the liability for which have been incurred by the Lessee prior to the Investment Date;

(e) the Lessee shall use the Investment Price to pay for the following items, which constitute Project Costs and which have not been the basis of any previous withdrawal from the Construction Fund:

Subcontractor costs including payments for Materials and Labor. General Contractor General Conditions. Engineering costs, reimbursements, program management, project management and various soft costs including project insurance and planning consultants.

(f) the undersigned is authorized by the Lessee to provide this Notice of Investment to the Port Authority.

(II) The Lessee hereby certifies that the following Lock Box Event(s) has/have occurred and are continuing on the Investment Date [indicate Lock Box Event(s) or insert the word "NONE"]:

____NONE_____

_____

The delivery of this Notice of Investment shall be deemed to be a continuing representation and warranty by the Lessee as to the matters set forth in Sections I and II, inclusive, of the immediately preceding paragraph.

JFK INTERNATIONAL AIR TERMINAL LLC

By: _____

Name: Johannes Mohrmann
Title: Executive Committee Member

By: _____

Name: Kurt M. Eichler
Title: Executive Committee Member

Date: August 10, 2001
REQUISITION NUMBER :_____

Completion Costs Requisition Certificate No. ___

To: The Bank of New York, as Trustee.

Reference is made to the Trust Administration Agreement, dated as of May 13, 1997, between JFK International Air Terminal LLC ("the Lessee") and The Bank of New York (the "Trustee") (the "Original Trust Administration Agreement"), as amended and supplemented by *(i)* the Amendment Agreement, dated as of May 13, 1997, between the Lessee and the Trustee, with the consent of the Port Authority of New York and New Jersey (the "Port Authority") and MBIA Insurance Corporation (the "First Amendment"), and *(ii)* the First Supplemental Trust Administration Agreement between the Lessee and the Trustee, with the consent of the Port Authority (the "First Supplemental Trust Administration Agreement") (the Original Trust Administration Agreement, as amended and supplemented by the First Amendment and the First Supplemental Trust Administration Agreement, and as the same may be further amended and supplemented from time to time, the "Trust Administration Agreement").

Unless the context shall clearly indicate some other meaning or may otherwise require, capitalized terms used in this Completion Costs Requisition Certificate without definition shall have the meaning specified in the Trust Administration Agreement.

Pursuant to Section 3(b)(i) of Appendix A to the First Supplemental Trust Administration Agreement, the Lessee hereby requests that you:

(i) disburse monies from the Completion Costs Fund to the individuals or firms listed on the Disbursement Schedule attached hereto, in the respective amounts, and for the elements of the Completion Project and the purposes, set forth on the Disbursement Schedule (which Disbursement Schedule also sets forth the addresses of such individuals or firms), and

(ii) transfer monies from the Completion Costs Fund to the accounts set forth on the Transfer Schedule attached hereto, in the respective amounts, and for the

elements of the Completion Project and the purposes, set forth on the Transfer Schedule].*

The Lessee hereby certifies to you that:

(a) the obligation to pay the amounts listed on the Disbursement Schedule have been incurred and such amounts *(i)* constitute Completion Costs and *(ii)* are payable from the Completion Costs Fund in accordance with the terms of the Trust Administration Agreement;

(b) the obligation to pay the amounts listed on the Disbursement Schedule has not been the basis of any previous withdrawal from the Construction Fund or the Completion Costs Fund (unless the amount of such previous withdrawal was subsequently reimbursed to the Construction Fund or the Completion Costs Fund, as the case may be)[; and

(c) the requested transfer of monies from the Completion Costs Fund to the accounts set forth on the Transfer Schedule are in accordance with the terms and conditions of the First Supplemental Trust Administration Agreement.]*

---

* Delete as applicable.

* Delete as applicable.

This Supplemental Requisition Certificate is being given without prejudice to any rights against third parties which exists as of the date hereof or which may subsequently come into being.

JFK INTERNATIONAL AIR TERMINAL LLC

Designated Representative
Name: Johannes Mohrmann
Executive Committee Member

Designated Representative
Name: Kurt M. Eichler
Executive Committee Member

DISBURSEMENT SCHEDULE

Ms. Beverly Gardner
Assistant Treasurer
The Bank of New York
101 Barclay Street - 21W
New York, NY 10286

Trustee for JFK International Air Terminal Supplemental Lease Account

DISBURSEMENT REQUISITION #1	DISBURSEMENT SCHEDULE

WIRE TRANSFERS

Payee	Wiring Instructions / Address	$	Project	Purpose
Fluor Daniel, Inc.	Wells Fargo Bank, N.A. San Francisco, California, USA ABA # 121000248 F/A Fluor Daniel, Inc. A/C 4600-149983	214,116.65	Program Management	Payment on Invoice
JFK International Air Terminal, LLC	Joint Venture General Operating Account BNY Account # 6300474169	279,010.00	G&A Recovery	61st Installment
JFK International Air Terminal, LLC	Joint Venture Construction Office Disbursement Account BNY Account # 6300474207	76,930.73	Construction Costs	Reimburse Operating Acct.
JFK International Air Terminal, LLC	Joint Venture Construction Office Disbursement Account BNY Account # 6300474207	835,937.13	Construction Costs	Payment on Invoice
Lehman Brothers	Chase ABA # 021000021 Chase NYC/DEPT 4004 Account # 544755022 JFK International Tri-Party for Lehman	16,116,028.09	Completion Bonds	Payment on Invoice
LCOR, Inc.	First Union National Bank 1525 West W.T. Harris Blvd. Charlotte, N.C. 28288-0803 ABA # 031201467 Account # 2100012094711	162,896.00	Project Management	Payment on Invoice
AMEC (Morse Diesel International)	Chase Manhattan Bank New York, NY ABA # 021000021 For the account of AMEC (Morse Diesel Int'l Inc.) Account # 910-2-624161	8,262,242.42	Construction Costs	Payment on Invoice
Schiphol USA, LLC	ABN AMRO Bank N.V. International Corporate Group 500 Park Avenue New York, NY 10022 Acct. # 451-0-419516-41 ABA # 026009580	95,889.13	Project Management	Payment on Invoice
Testwell Laboratories, Inc.	Fleet Bank Renaissance Plaza 335 Adams Street Brooklyn NY 11201 ABA. # 021200339 Account #9427750899	122,697.02	Surveys, Testing and Inspections	Payment on Invoice
Varig S.A.	Banker Trust Company New York, NY ABA. # 02100133 Account #00363274	1,000,000.00	Surveys, Testing	Payment on
VRH Construction Corp.	Summit Bank VRH Construction Corp. Operating Account ABA # 021202182 Acct. # 126-08197-2	130,581.28	Construction Costs	Payment on Invoice
Willis Carroon	Chase Manhattan Bank 4 New York Plaza New York, NY 10015 Willis Carrppn Corp. of New York Premium Trust Account Acct.# 144-8-10563	82,912.50	Construction Insurance	Payment on Invoice
SUBTOTAL WIRE TRANSFER		**27,201,339.13**		

CHECKS TO BE DRAWN

Payee	Address		Element of Project	Purpose
B&F Building Corp.	625 West 51st Street New York, NY 10019	192,066.00	Additional Owner's Expense	Payment on Invoice
BNP Associates, Inc.	101 East Ridge Office Park Suite 103 Danbury, CT 06810	63,629.46	Architecture Engineering	Payment on Invoice
CDS Mestel Construction Corp.	2120 Jenco Turnike Garden City Park, NY 11040	4,241.00	Marketing & Leasing	Payment on Invoice
C.E.N.Y Inc.	845 Broad Avenue Suite 1 Ridgefield, NJ 07657	10,064.88	Planning Consultants	Payment on Invoice
Communication Arts, Inc	1112 Pearl Street Boulder, CO 80302	15,275.50	Planning Consultants	Payment on Invoice
Enron Building Services, Inc.	JFK International Airport Terminal 4, Bldg. 50 Room 2135 Jamaica, NY 11430	52,552.78	Environmental Consultant	Payment on Invoice
Enviro-Sciences, Inc.	111 Howard Blvd. - Suite 108 Mount Arlington, NJ 07856	18,327.14	Environmental Consultant	Payment on Invoice
E.W Howell Co. , Inc.	113 Crossways Park Drive Woodbury, NY 11797	51,692.00	Construction Costs	Payment on Invoice
Expert Door Services	43-34A Piedmont Drive Port Jefferson Sta, NY 11776	21,942.62	Construction Costs	Payment on Invoice
Graf & Lewent Architects	91-31 Queens Boulevard Suite 209 Elmhurst, NY 11373	9,297.05	Planning Consultants	Payment on Invoice
Hillman Environmental Co., Inc.	1600 Route 22 East P.O. Box 1597 Union, NJ 07083-1597	80,891.86	Planning Consultants	Payment on Invoice
Israel Berger & Associates, Inc.	232 Madison Avenue New York, NY 10016	26,493.67	Surveys, Testing and Inspections	Payment on Invoice
Leigh Fisher Associates	Post Office Box 8007 San Francisco International Airport San Francisco, CA 94128-8007	5,945.89	Feasability Consultant	Payment on Invoice
Marino Organization	171 Madison Avenue Suite 1100 New York, N.Y. 10016	7,500.00	Promotion Adv. & Collateral Material	Payment on Invoice
Signs & Decals Corp.	410 Morgan Avenue Brooklyn, NY 11211	10,941.00	Marketing & Leasing	Payment on Invoice
	SUBTOTAL CHECKS	**570,860.87**		
TOTAL -- TRUSTEE SUPPLEMENTAL LEASE REQUISITION # 01		**27,772,200.00**		

DEBEVOISE & PLIMPTON

919 Third Avenue
New York, NY 10022
Tel 212 909 6000
Fax 212 909 6836
www.debevoise.com

August 10, 2001

Board of Commissioners
The Port Authority of New York
and New Jersey

The Bank of New York, as Trustee

MBIA Insurance Corporation

Ladies and Gentlemen:

We have acted as special counsel to JFK International Air Terminal LLC, a New York limited liability company (the "Company"), in connection with (a) the Supplemental Lease Agreement No. 1 (the "Supplemental Lease"), dated as of the date hereof, between the Company and The Port Authority of New York and New Jersey (the "Port Authority"), (b) the First Supplemental Trust Administration Agreement (the "Supplemental Trust Administration Agreement"), dated as of the date hereof, between the Company and The Bank of New York, as trustee (the "Trustee"), (c) the Second Leasehold Mortgage (the "Leasehold Mortgage"), dated as of the date hereof, between the Company and the Port Authority and (d) the Partial Release of Mortgaged Premises (the "Partial Release"), dated as of the date hereof, executed by the Trustee, as mortgagee.

This opinion is being delivered to you pursuant to Section 3.1(ii) of the Supplemental Lease. Capitalized terms not otherwise defined shall have the respective meanings given to such terms in the Supplemental Lease.

In arriving at the opinions expressed below,

(a) we have reviewed (i) the (A) Supplemental Lease, (B) Leasehold Mortgage, (C) Supplemental Trust Administration Agreement and (D) Partial Release (collectively the "Transactional Documents") and (ii) the MBIA Consent letter, dated as of the date hereof, from MBIA Insurance Corporation to the Trustee and the Port Authority (the

"MBIA Consent Letter"), the Lease, the Leasehold Mortgage and the Trust Administration Agreement;

(b) we have examined and relied on such documents and records of the Company and such other instruments and certificates of (i) public officials, and (ii) officers and representatives of the Company, including the Officer Certificate of the Company, dated the date hereof (delivered pursuant to Section 3.1(i) of the Supplemental Lease), as we have deemed necessary or appropriate for the purposes of this opinion;

(c) we have examined and relied upon the representations and warranties as to factual matters contained in or made pursuant to the Transactional Documents; and

(d) we have made such investigations of law as we have deemed appropriate as a basis for this opinion.

In rendering the opinions expressed below, we have assumed, with your permission, without independent investigation or inquiry, (a) the authenticity of all documents submitted to us as originals, (b) the genuineness of all signatures (other than that of the Company) on all documents that we examined, (c) the conformity to authentic originals of documents submitted to us as certified, conformed or photostatic copies, and (d) the due authorization, execution and delivery of the Transactional Documents by each party to each such agreement (other than that of the Company).

Based upon and subject to the foregoing and the qualifications hereinafter set forth, we are of the opinion that:

(1) Existence. The Company is validly existing as a limited-liability company under the laws of the State of New York.

(2) Power and Authority of Company, etc. The Company has all requisite power under New York law to execute, deliver and perform the Transactional Documents. The Company has taken all action required under New York law and its Amended and Restated Operating Agreement, dated December 16, 1996, among LCOR JFK Airport, L.L.C., Schiphol USA Inc., and Lehman JFK LLC (as amended as of the date hereof) for the authorization, execution, delivery and performance of the Transactional Documents.

(3) Enforceability, etc. Each of the Transactional Documents has been duly executed and delivered on behalf of the Company and constitutes a valid and binding obligation of the Company enforceable against the Company in accordance with its terms.

(4) No Violation, etc. The execution, delivery and performance by the Company of the Transactional Documents do not (i) violate any Federal or New York

State law or regulation applicable to the Company, or (ii) conflict with or breach the provisions of any material agreement or other material instrument known to us to which the Company is a party or to which any of its properties is subject.

(5) The Trustee. Pursuant to the Financing Agreements, and the MBIA Consent Letter, the Trustee is authorized to execute the Supplemental Trust Administration Agreement and the Partial Release.

* * *

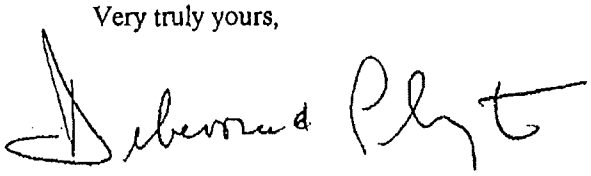
Our opinions set forth above are subject to (i) bankruptcy, insolvency, fraudulent conveyance, fraudulent transfer, reorganization, moratorium and other similar laws relating to or affecting creditors' rights or remedies generally, (ii) general equitable principles (whether considered in a proceeding in equity or at law) and (iii) an implied covenant of good faith, reasonableness and fair dealing. In addition, applicable state laws and interpretations may affect the validity or enforceability of certain remedies provided for in the Transactional Documents, but such limitations do not, in our opinion, make the remedies provided for therein inadequate for the practical realization of the rights and benefits intended to be provided thereby (subject to the other qualifications expressed herein).

We express no opinion as to the laws of any jurisdiction other than the laws of the State of New York and those Federal laws of the United States of America which, in our experience, are generally applicable to transactions of this type. We have assumed, with your permission, that the execution and delivery of the Transactional Documents by each party to each such agreement (other than that of the Company) and the performance of such party's obligations thereunder will not violate any fundamental public policy under applicable law (other than the laws of the State of New York and Federal laws of the United States of America).

* * *

The opinions expressed herein are solely for your benefit and, without our prior consent, neither our opinion nor this opinion letter may be furnished or disclosed to or relied upon by any other person.

Very truly yours,



OFFICER'S CERTIFICATE

JFK INTERNATIONAL AIR TERMINAL LLC

I, Johannes Mohrmann, do hereby certify that I am an Executive Committee Member and an Authorized Representative of JFK International Air Terminal LLC, a New York limited liability company (the "Company"), and that as such I am authorized to execute this certificate on behalf of the Company.

Pursuant to Section 3.1(i) of the Supplemental Lease Agreement No. 1, dated as of the date hereof, between the Company and The Port Authority of New York and New Jersey (the "Supplemental Lease"), I further certify as follows (capitalized terms not otherwise defined shall have the respective meanings given to such terms in the Supplemental Lease):

(a) No events that would constitute Aggregate Payment Obligation Events of Default have occurred and are continuing.

(b) The Company has met and will continue to take all action necessary to meet all of its obligations under the Financing Documents.

(c) The execution and delivery of, and performance by, each of the parties to (i) the Supplemental Lease, (ii) the Second Leasehold Mortgage, (iii) the First Supplemental Trust Administration Agreement, dated as of the date hereof, between the Company and the Bank of New York, as trustee, (the "Trustee") and (iv) the Partial Release of Mortgaged Premises, dated as of the date hereof, executed by the Trustee, as mortgagee, and the consummation of the transactions contemplated in each such document will not have a material adverse effect on the holders of the Series 6 Bonds (as such term defined in the Trust Administration Agreement, dated May 13, 1997, between the Company and the Trustee).

IN WITNESS WHEREOF, I have hereunto signed my name this 16th day of August, 2001.

JFK INTERNATIONAL AIR TERMINAL LLC

By: _____

Name: Johannes Mohrmann

Title: Executive Committee Member

JFK INTERNATIONAL AIR TERMINAL LLC

JOINT RESOLUTIONS OF MEMBERS

AND EXECUTIVE COMMITTEE

The undersigned, being all of the members (the "Members") and a quorum of the members of the Executive Committee (the "Executive Committee") of JFK International Air Terminal LLC (the "Company"), a New York limited liability company, hereby consent pursuant to Sections 9.3 and 5.4.2 of the Operating Agreement of the Company, as amended, to the action of the Members and the Executive Committee in adopting the following resolutions as of the 9th day of August, 2001:

RESOLVED that the Company enter into an agreement, entitled Supplemental Lease Agreement No. 1 (the "Supplemental Lease"), with The Port Authority of New York and New Jersey (the "Port Authority"), supplementing and amending the Agreement of Lease, No. AYC-685, effective as of May 13, 1997, between the Port Authority, as lessor, and the Company, as lessee (the "Original Lease;" the Original Lease as supplemented and amended by the Supplemental Lease being herein called the "Lease"), to provide, among other things, for (a) up to approximately $162,000,000 (subject to increase, under certain conditions, to up to approximately $180,000,000) of additional funding from the Port Authority for the completion of the Terminal 4 project and (b) recovery by the Port Authority of such funding by means of additional payments by the Company under the Lease after payment of all Senior Obligations, as defined in the Lease (such additional payments to be calculated to allow the Port Authority a return on the outstanding amount of such funding equivalent to interest at the rate of 6.375% per annum), the obligation to make such additional payments to be secured by a second leasehold mortgage on the Company's leasehold interest under the Lease, in return for (x) certain modifications to the rental and cash flow distribution arrangements under the Original Lease, (y) surrender of certain premises, consisting of approximately one-half acre, heretofore subject to the Original Lease; and (f) certain other terms and conditions, including, without limitation, a release and indemnity in favor of the Port Authority with respect to certain claims and a

modification of the Port Authority covenant in the Original Lease concerning FIS facilities, provided that the Company shall have obtained any and all necessary consents from representatives of the holders of the Port Authority's Series 6 Special Project Bonds.

FURTHER RESOLVED that, in connection with the foregoing, the Company enter into a First Supplemental Trust Administration Agreement, a Second Leasehold Mortgage, a Partial Release of Leasehold Mortgage and such other documents and instruments as may be necessary or appropriate in connection with or to implement the Supplemental Lease and such other named documents, or in furtherance of the purposes thereof.

FURTHER RESOLVED that the forms of Supplemental Lease, First Supplemental Trust Administration Agreement and Partial Release of Leasehold Mortgage previously circulated to the Members and the Executive Committee be and hereby are approved, that the Executive Committee be and hereby is authorized to execute and deliver such documents, with such changes, if any, as the Executive Committee may by its execution thereof approve, that the other documents specifically named above may be approved as to form, executed and delivered by Executive Committee Members representing at least two Members, and that the other documents and instruments referred to above may be executed and delivered by any Executive Committee Member or any General Manager of the Company.

FURTHER RESOLVED that the Executive Committee be and hereby is authorized to take such other action as shall be necessary or appropriate to implement the foregoing resolutions, or the intent thereof.

IN WITNESS WHEREOF, the undersigned have executed these resolutions by their Authorized Representatives.

SCHIPHOL USA LLC

By: _____
Hans Mohrmann
Authorized Representative
Executive Committee Member

LCOR J.F.K. Airport, L.L.C.

By: _____
David A. Sigman
Authorized Representative
Executive Committee Member

LEHMAN JFK LLC

By: _____

Authorized Representative

IN WITNESS WHEREOF, the undersigned have executed these resolutions by their Authorized Representatives.

SCHIPHOL USA LLC

By: _____
Hans Mohrmann
Authorized Representative

LCOR J.F.K. Airport, L.L.C.

By: _____

Authorized Representative

LEHMAN JFK LLC

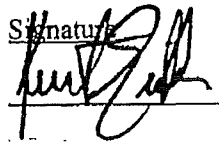
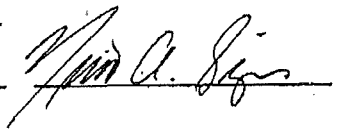
By: _____
Christopher McKenna
Authorized Representative
Executive Committee Member

JFK INTERNATIONAL AIR TERMINAL LLC

Certificate of Authorized Representative

I, Hans Mohrmann, do hereby certify that I am an Executive Committee Member and an Authorized Representative of JFK International Air Terminal LLC, a New York limited liability company (the "Company"), and that as such I am authorized to execute this certificate on behalf of the Company.

I further certify that the following persons are either (i) duly elected, qualified and acting officers of the Company, or (ii) otherwise authorized to execute documents in the name of the Company, as specified below, and the signature of each such person appearing opposite his or her name below is his or her genuine signature or a true facsimile thereof.

Name	Title	Signature
Kurt Eichler	Executive Committee Member	
Chris McKenna	Executive Committee Member	
David Sigman		

IN WITNESS WHEREOF, I have hereunto signed my name this 10th day of August, 2001.

JFK INTERNATIONAL AIR TERMINAL LLC

By: _____

Name:
Title:

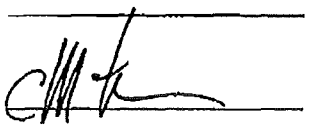
21190226v4

JFK INTERNATIONAL AIR TERMINAL LLC

Certificate of Authorized Representative

I, Hans Mohrmann, do hereby certify that I am an Executive Committee Member and an Authorized Representative of JFK International Air Terminal LLC, a New York limited liability company (the "Company"), and that as such I am authorized to execute this certificate on behalf of the Company.

I further certify that the following persons are either (i) duly elected, qualified and acting officers of the Company, or (ii) otherwise authorized to execute documents in the name of the Company, as specified below, and the signature of each such person appearing opposite his or her name below is his or her genuine signature or a true facsimile thereof.

Name	Title	Signature
Kurt Eichler	Executive Committee Member	
Chris McKenna	Executive Committee Member	
David Sigman		

IN WITNESS WHEREOF, I have hereunto signed my name this 10th day of August, 2001.

JFK INTERNATIONAL AIR TERMINAL LLC

By:_____

Name:

Title:

JFK INTERNATIONAL AIR TERMINAL LLC

Certificate of Authorized Representative

I, Hans Mohrmann, do hereby certify that I am an Executive Committee Member and an Authorized Representative of JFK International Air Terminal LLC, a New York limited liability company (the "Company"), and that as such I am authorized to execute this certificate on behalf of the Company.

I further certify that the following persons are either (i) duly elected, qualified and acting officers of the Company, or (ii) otherwise authorized to execute documents in the name of the Company, as specified below, and the signature of each such person appearing opposite his or her name below is his or her genuine signature or a true facsimile thereof.

Name	Title	Signature
Kurt Eichler	Executive Committee Member	
Chris McKenna	Executive Committee Member	
David Sigman		

IN WITNESS WHEREOF, I have hereunto signed my name this 10th day of August, 2001.

JFK INTERNATIONAL AIR TERMINAL LLC

By: _____

Name: Johannes Mohrmann

Title: Executive Committee Member

21190226v4

I, Chris McKenna, hereby certify that I am the duly appointed and qualified Authorized Representative of the Company, and do hereby further certify that Hans Mohrmann is a duly appointed, qualified and acting authorized representative of the Company, and that the signature appearing above is his genuine signature.

IN WITNESS WHEREOF, I have hereunto signed my name this 10th day of August, 2001.

Name: Christopher McKenna
Title: Authorized Signatory
Executive Committee Member

State of New York } ss:
Department of State

I hereby certify, that JFK INTERNATIONAL AIR TERMINAL LLC a NEW YORK Limited Liability Company filed Articles of Organization pursuant to the Limited Liability Company Law on 11/05/1996, and that the Limited Liability Company is subsisting so far as shown by the records of the Department.

***

Witness my hand and the official seal of the Department of State at the City of Albany, this 08th day of August two thousand and one.

Special Deputy Secretary of State

200108090191 * 07

EXMEPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

JFK INTERNATIONAL AIR TERMINAL- TERMINAL 4 PROJECT

SCOPE REDUCTION ANALYSIS-AIRSIDE

Deletion of Stage 6 (South): ORDER OF MAGNITUDE

Activity	Quantity	Unit	Unit Rate	Value	Decision Date
Barricades & Protection	1,300	LF	$4.00	5,200	
Asphalt/Concrete removal	2,900	CY	$25	72,500	
Grade Site	78,336	SF	$0.50	39,168	
Taxilane Lighting	650	LF	$50	32,500	
Low voltage diversion	1	LS	$30,000	30,000	7/1/01
Type I Paving	17,136	SF	$9.80	167,933	
Type VI Paving	61,200	SF	$6.90	422,280	
Type V	9,600	SF	$2.60	24,960	
Type VIII Paving	28,800	SF	$2.00	57,600	
			TOTAL	852,1471	

Deletion of Portion of Stage 8 Paving (East Concourse expansion): ORDER OF MAGNITUDE

Activity	Quantity	Unit	Unit Rate	Value	
Asphalt/Concrete Removal	3,700	CY	$25	92,500	
Grade Site	260,000	SF	$0.50	130,000	
Type II Pavement	160,000	SF	$5.20	832,000	5/11/01
Type I Pavement	40,000	SF	$9.80	392,000	
Type VI Pavement	60,000	SF	$6.90	414,000	
Taxilane lighting	650	LF	$50.00	32,500	7/1/01
			TOTAL	1,893,000	

Deletion of Stage 9 (West): ORDER OF MAGNITUDE

Activity	Quantity	Unit	Unit Rate	Value	
Barricades and protection	1700	LF	$4.00	6,800	
Asphalt/Concrete Removal	4500	CY	$25	112,500	
Building Backfill -	2500	CY	$25	62,500	7/1/01
Grade Site	208,000	SF	$0.50	104,000	
Storm Drainage	600	LF	$130	78,000	
Storm Drainage MH's	4	No.	$10,000	40,000	
Fuel pipe	52_0	LF	$200	104,000	5/18/01
EFS	1	Lump Sum	$15,000	15,000	
Taxilane Lighting	150	LF	$50	7,500	
Blast Fence	1	Lump Sum	$500,000	500,000	7/1/01
Type I Pavement	57,600	SF	$9.80	564,480	
Type VI Pavement	120,800	SF	$6.90	833,520	
Type VIII Pavement	30,000	SF	$2.00	60,000	
			TOTAL	2,488,300	

GRAND TOTAL	5,233,441
Savings @ 75%	3,925,081

file: Expansion dupe work AS

date:5/21/01

JFK INTERNATIONAL AIR TERMINAL-TERMINAL 4 PROJECT

SCOPE REDUCTION ANALYSIS-LANDSIDE

Deletion of VIP Parking Lots

Activity	Value	Decision Date
Storm Drainage		
Delete CB's-76,77,86,91,92,93,94,95	33,600	5/25/01
Delete MH's-17,18	8,400	
Delete RCP, various sizes 510 lin ft	65,100	
sub-total	107,1001	
Electrical		
Delete Light Towers, FT-X7, FT-X8, FT-X11, FT-X12, FT-X13	250,000	
Delete Handholes HHP8-60,61,12,13,14	17,500	
Delete 4" Conduit 49001in ft	441,000	5/25/01
Security System	150,000	
12 HH Bulletin	48,000	
sub-total	906,500	
Landscaping		
Plantings	37,315	5/25/01
Pavers	9,000	
Irrigation System	50,000	
sub-total	96,315	
Site Work		
Demo & Grading	150,000	
Subbase & Asphalt	425,000	5/25/01
Curb & Sidewalk	350,000	
Signage	15,000	
MPT	25,000	
sub-total	965,000	
GRAND TOTAL	**2,074,915**	
Savings @ 65%	**1,348,695**	

file: EXPANSION dupe work LS Rev 1

date:5/21/01

EXHIBIT H

EXMEPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

EXMEPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

EXHIBIT I

Offered for Illustrative Purposes Only

Sample Calculation of Equity Capital Investment Interest Rate During the Annual Period in which Supplemental Lease Agreement No. 1 is Executed

Assume: Supplement No. 1 executed on July 21, 2001.

	Jan. 1, 2001 to Mar. 31, 2001	Apr. 1, 2001 to June 30, 2001	July 1, 2001 to July 20, 2001	July 21, 2001 to Sep. 30, 2001	July 1, 2001 to Sep. 30, 2001	Oct. 1, 2001 to Dec. 31, 2001
Annual Interest Rate	12.50000%	12.50000%	12.50000%	9.00000%		9.00000%
Quarterly Interest Rate	2.98836%	2.98836%	2.98836%	2.17782%		2.17782%
Periodic Interest Rate	2.98836%	2.98836%	0.64964%	1.70438%	2.35402%	2.17782%

	Jan. 1, 2001 to Mar. 31, 2001	Apr. 1, 2001 to June 30, 2001	July 1, 2001 to Sep. 30, 2001	Oct. 1, 2001 to Dec. 31, 2001
Opening Period Balance	$10,000,000	$10,298,836	$10,606,602	$10,856,283
Periodic Interest Rate	2.98836%	2.98836%	2.35402%	2.17782%
Interest Earnings	$298,836	$307,766	$249,682	$236,430
Ending Balance	$10,298,836	$10,606,602	$10,856,283	$11,092,714

JFK INTERNATIONAL AIR TERMINAL LLC

August 10, 2001

The Port Authority of New York
and New Jersey
One World Trade Center
65th Floor
New York, NY 10048

Supplemental Lease Agreement No.1
Treatment of Aggregate Payment Obligation

Reference is made to that certain Agreement of Lease, dated May 13, 1997, between the Port Authority of New York and New Jersey (the "Port Authority") and JFK International Air Terminal LLC (the "Tenant"), identified as Port Authority Lease Number AYC-685, (the "Lease"). Further reference is made to that certain Supplemental Lease Agreement No. 1, dated as of August 10, 2001, between the Port Authority and the Tenant (the "Supplemental Lease Agreement No.1"), whereby the Port Authority and the Tenant agreed to amend and supplement the Lease. Terms used in this letter without definition shall have the meanings ascribed thereto in the Supplemental Lease Agreement No.1.

The Tenant intends to treat payments made by the Tenant in relation to its Aggregate Payment Obligation under the Supplemental Lease Agreement No. 1 as rent paid pursuant to the Lease, in accordance with the Tenant 's method of accounting, and as rent paid pursuant to the Lease for all federal, state and local income tax purposes. The Tenant acknowledges that the Port Authority has advised it that the Port Authority, under its method of accounting, intends to treat amounts accrued with respect to the Tenant's Aggregate Payment Obligation under the Supplemental Lease Agreement No. 1 as the equivalent of the repayment of a loan by the Tenant.

JFK INTERNATIONAL AIR TERMINAL LLC

By: _____

Name: Johannes Mohrmann
Executive Committee Member

THE PORT AUTHORITY OF NY & NJ

WILLIAM R. DECOTA
DIRECTOR
AVIATION DEPARTMENT

ONE WORLD TRADE CENTER
NEW YORK, NY 10048

(212) 435-2116
(973) 961-6600 X2116

August 10, 2001

JFK International Air Terminal LLC
John F. Kennedy International Airport (Terminal 4), Room 161.022
Jamaica, NY 11430

Gentlemen:

The Port Authority of New York and New Jersey (the "Port Authority") and, JFK International Air Terminal LLC, a New York limited liability company, (the "Lessee") have each executed Supplemental Lease Agreement No. 1 (the "Supplemental Lease"), dated as of the date hereof, to Port Authority Lease No. AYC-685 dated May 13, 1997, between the Port Authority and the Lessee, (as the same has been and may hereafter be supplemented and amended, the "Lease"). Capitalized terms used in this letter agreement and not otherwise defined shall have the meanings ascribed thereto in the Lease.

The Supplemental Lease provides inter alia for the surrender by the Lessee to the Port Authority of the Surrendered Premises effective upon the Effective Date. The Port Authority and the Lessee hereby agree that each of them will negotiate in good faith with the other and with any lessee of the Port Authority (the "Adjacent User") that intends to develop the premises located adjacent to the Premises and to the east thereof regarding the maximization of the effective utilization of the aircraft gates located or to be located on each such site. Such negotiations may culminate in an agreement to change the location of blast fences and other similar environmental matters and mutual easements to be available for the use and benefit of the Lessee and the Adjacent User.

Sincerely yours,

Francis A. DiMola
Assistant Director of Aviation

ACCEPTED AND AGREED TO:

JFK INTERNATIONAL AIR TERMINAL LLC

By: _____

Name: Johannes Mahrmann

Title: Executive Committee Member

THE PORT AUTHORITY OF NY & NJ

WILLIAM R. DECOTA
DIRECTOR
AVIATION DEPARTMENT

ONE WORLD TRADE CENTER
NEW YORK, NY 10048

(212) 435-2116
(973) 961-6600 X2116

August 10, 2001

JFK International Air Terminal LLC
John F. Kennedy International Airport (Terminal 4), Room 161.022
Jamaica, NY 11430

Gentlemen:

The Port Authority of New York and New Jersey (the "Port Authority") and, JFK International Air Terminal LLC, a New York limited liability company, (the "Lessee") have each executed Supplemental Lease Agreement No. 1 (the "Supplemental Lease"), dated as of the date hereof, to Port Authority Lease No. AYC-685 dated May 13, 1997, between the Port Authority and the Lessee, (as the same has been and may hereafter be supplemented and amended, the "Lease"). Capitalized terms used in this letter agreement and not otherwise defined shall have the meanings ascribed thereto in the Lease.

The Supplemental Lease provides inter alia for the surrender by the Lessee to the Port Authority of the Surrendered Premises effective upon the Effective Date. The Port Authority and the Lessee hereby agree that each of them will negotiate in good faith with the other and with any lessee of the Port Authority (the "Adjacent User") that intends to develop the premises located adjacent to the Premises and to the east thereof regarding the maximization of the effective utilization of the aircraft gates located or to be located on each such site. Such negotiations may culminate in an agreement to change the location of blast fences and other similar environmental matters and mutual easements to be available for the use and benefit of the Lessee and the Adjacent User.

Sincerely yours,

Francis A. DiMola
Assistant Director of Aviation

ACCEPTED AND AGREED TO:

JFK INTERNATIONAL AIR TERMINAL LLC

By: _____

Name: Johannes Mohrmann

Title: Executive Committee Member

JFK International Air Terminal LLC

August 10 , 2001

To: The Bank of New York, as Trustee
MBIA Insurance Corporation, as Bond Insurer

Supplemental Lease Agreement No. 1

Reference is made to that certain *(i)* Agreement of Lease, dated as of May 13, 1997 (identified by the Port Authority Lease Number AYC – 685) (the "Lease"), between JFK International Air Terminal LLC, a New York limited liability company (the "Company") and The Port Authority of New York and New Jersey (the "Port Authority") and *(ii)* Trust Administration Agreement, dated as of May 13, 1997 (the "Trust Administration Agreement"), between the Company, and The Bank Of New York, as trustee (the "Trustee"). Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Trust Administration Agreement.

Further reference is made to that certain *(i)* Supplemental Lease Agreement No. 1, dated as of the date hereof, between the Company and the Port Authority (the "Supplemental Lease") and *(ii)* First Supplemental Trust Administration Agreement, dated as of the date hereof, between the Company and the Trustee (the "Supplemental Trust Administration Agreement").

Notwithstanding the terms of Section 19.8 of the Supplemental Lease (and, with regards to the Bond Insurer, so long as the Bond Insurance Policy is in force and effect and the Bond Insurer is not in default under the Bond Insurance Policy), Sections 2.5 and 2.10 of the Supplemental Lease shall be construed to be for the benefit of the Bond Insurer and the Trustee, each in its own right.

The rights granted to the Trustee and the Bond Insurer hereunder are expressly subject to the limitations that no *(a)* Commissioner, director, employee, committee member, manager, managing director, officer, agent, representative nor any *(b)* owner, shareholder, member, partner, controlling person, principal or ultimate beneficial owner, in each case whether direct or indirect, of the Port Authority or of the Company, or any Affiliate of the Port Authority or of the Company, shall be charged personally or held contractually liable under, or in connection with, any term or provision of this side letter

or because of any breach thereof, or because of its or their execution or attempted execution.

The rights granted to the Trustee and the Bond Insurer hereunder are further expressly subject to the limitation that *(a)* neither the Trustee nor the Bond Insurer, nor any of their respective successors or assigns, shall have any recourse or shall make any claim under or in connection with this side letter, against *(i)* any member of the Company, *(ii)* any of the Affiliates of the Company nor of any such member, or *(iii)* any *(x)* officer, committee member, director, manager, managing director, employee, agent, representative or *(y)* owner, shareholder, member, partner, principal, controlling person or ultimate beneficial owner, in each case whether direct or indirect, of any of the persons mentioned in clauses *(i)* or *(ii)* above, under, or in connection with, this side letter and the sole recourse of the Trustee and the Bond Insurer and their respective successors and assigns and any third party beneficiary hereof, shall be against the Company's assets irrespective of any failure of the Company to comply with applicable law or any provision of this side letter, and *(b)* none of the Trustee, the Bond Insurer, nor any of their respective successors or assigns, shall be subrogated, or have any right of subrogation, to any claim of the Company for any capital contributions to the Company from any member of the Company. The limitations set forth in this paragraph, which are a material consideration for the Company's execution and delivery of this side letter, are expressly for the benefit of the persons referred to in clauses (a)(i), (a)(ii) and (a)(iii) above, individually or collectively.

JFK International Air Terminal LLC has executed and delivered this side letter as of the day and year first above written.

JFK International Air Terminal LLC

By: _____
Name: Johannes Mohrmann
Title: Executive Committee Member

The Port Authority hereby acknowledges and agrees with the terms of this side letter.

The Port Authority of New York
and New Jersey

By: _____
Name:
Title:

JFK International Air Terminal LLC has executed and delivered this side letter as of the day and year first above written.

JFK International Air Terminal LLC

By: _____
Name:
Title:

The Port Authority hereby acknowledges and agrees with the terms of this side letter.

The Port Authority of New York
and New Jersey

By: _____
Name: William R. DeCota
Title: Director of Aviation

APPROVED	
FORM	TERMS

FIRST SUPPLEMENTAL TRUST ADMINISTRATION AGREEMENT

BY AND BETWEEN

JFK INTERNATIONAL AIR TERMINAL LLC

AND

THE BANK OF NEW YORK

(WITH THE CONSENT OF THE PORT AUTHORITY
OF NEW YORK AND NEW JERSEY)

DATED AS OF AUGUST 10, 2001

FIRST SUPPLEMENTAL TRUST ADMINISTRATION AGREEMENT

THIS FIRST SUPPLEMENTAL TRUST ADMINISTRATION AGREEMENT (the "First Supplemental Trust Administration Agreement"), dated as of August 10, 2001, is entered into by and between JFK International Air Terminal LLC (the "Lessee"), a New York limited liability company, and THE BANK OF NEW YORK (the "Trustee"), a New York banking corporation, as Trustee under the Trust Indenture, dated May 13, 1997, between the Trustee and the Port Authority of New York and New Jersey (the "Authority").

W I T N E S S E T H:

WHEREAS, the Authority and the Lessee entered into an Agreement of Lease (identified by the Port Authority lease number AYC-685) on May 13, 1997 (as amended, modified or supplemented from time to time, the "Lease"), relating to the lease, development, construction and operation of a new passenger terminal located at Terminal 4 at John F. Kennedy International Airport in Jamaica, New York;

WHEREAS, the Lessee and the Trustee entered into the original Trust Administration Agreement on May 13, 1997 (the "Trust Administration Agreement") in connection with the financing of such new passenger terminal;

WHEREAS, in order to modify and supplement the Lease, the Lessee and the Authority have entered into that certain Supplemental Lease Agreement No. 1, dated as of the date hereof (the "Supplemental Lease Agreement No. 1"); and

WHEREAS, in order to create and administer that certain Completion Costs Fund provided for in the Supplemental Lease Agreement No. 1, and to make certain other changes to the Trust Administration Agreement, the Lessee and the Trustee have determined to enter into this First Supplemental Trust Administration Agreement, and the Authority has agreed to consent to the terms hereof in accordance with Section 7.2 of the Trust Administration Agreement;

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Lessee and the Trustee hereby agree to amend and supplement the Trust Administration Agreement as follows:

ARTICLE I

DEFINITIONS, INCORPORATION BY REFERENCE AND RELIANCE

SECTION 1.1. Definitions. Unless the context shall clearly indicate some other meaning or may otherwise require, capitalized terms used in this First Supplemental Trust Administration Agreement without definition will have the meanings ascribed thereto in the Trust Administration Agreement; if no such meanings are ascribed thereto in the Trust Administration Agreement, then such capitalized terms shall have the meanings ascribed thereto in the Lease, in each case as the same may be amended, modified or supplemented from time to time (such meanings to be equally applicable to both the singular and plural forms of the defined terms). In addition thereto, the following terms used in this Supplemental Trust Administration Agreement or in the Trust Administration Agreement shall have the following meanings:

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

"Completion Costs" shall mean costs that, to the extent money were available in the Construction Fund, would have been eligible for payment from the Construction Fund.

"Completion Costs Fund" shall mean the fund established pursuant to this First Supplemental Trust Administration Agreement as a Section 13 Fund for purposes of receipt and disbursement of proceeds of Investments.

"Completion Costs Requisition Certificate" shall have the meaning given to such term in Section 3(b)(i) of Appendix A hereto.

"Completion Project" shall mean the portion of Terminal 4, the costs of which are to be financed by Investments by the Port Authority.

"First Supplemental Trust Administration Agreement" shall have the meaning given to such term in the first paragraph hereof.

"Lease" shall have the meaning given to such term in the first WHEREAS clause hereof.

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

"Parent Income Taxes" shall have the meaning given to such term in Section 4.1 hereof.

"Quarterly Financial Statements" shall have the meaning given to such term in Section 6.3(b) hereof.

"Supplemental Lease Agreement No. 1" shall have the meaning given to such term in the third WHEREAS clause hereof.

"Trust Administration Agreement" shall have the meaning given to such term in the second WHEREAS clause hereof.

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

ARTICLE II

THE COMPLETION PROJECT

SECTION 2.1. Use of Completion Project. The Lessee shall only use the Completion Project in accordance with the provisions of the Lease and in the same manner and for the same purposes as it uses the Project.

SECTION 2.2. Covenant re Condemnation Proceeds. In the event that there are any condemnation proceeds remaining after the same have been applied in accordance with Section 34 of the Lease and the Trust Administration Agreement, the Lessee shall promptly apply such excess condemnation proceeds, or cause such excess condemnation proceeds to be applied, to pay, in whole or in part, the Aggregate Payment Obligation.

ARTICLE III

INVESTMENTS, ETC.

SECTION 3.1. Completion Costs Fund. Section 3.1 of the Trust Administration Agreement is hereby amended by inserting the following after Section 3.1(G) thereof as a new Section 3.1(H):

"(H) Completion Costs Fund.

(1) In accordance with terms of Appendix A to the First Supplemental Trust Administration Agreement, there will be deposited into the Completion Costs Fund established by the Trustee in accordance with Appendix A to the First Supplemental Trust Administration Agreement each "Investment Price" (as such term is defined in the Supplemental Lease Agreement No. 1) paid by the Authority in connection with any

"Investment" (as such term is defined in the Supplemental Lease Agreement No. 1) made by the Authority pursuant to the Supplemental Lease Agreement No. 1.

(2) Funds in the Completion Costs Fund shall be invested, pursuant to the written instruction of the Lessee, only in Permitted Investments that are demand deposit accounts or money market accounts, without restriction as to yield. Income or gain derived from or attributable to such Permitted Investments in the Completion Costs Fund shall be deposited into the Completion Costs Fund.

(3) Funds from the Completion Costs Fund shall only be disbursed in accordance with Section 3(b) of Appendix A to the First Supplemental Trust Administration Agreement, and shall only be applied for the payment of Completion Costs.

(4) If any funds remain in the Completion Costs Fund upon the Trustee's receipt of a certificate from the Lessee that the Construction Work has been substantially completed, such funds shall be paid to the Port Authority by the Trustee in accordance with the procedures set forth in Section 3(b)(iv) of Appendix A to the First Supplemental Trust Administration Agreement."

SECTION 3.2. **Appendix A.** The Trustee and the Lessee shall comply with the provisions of Appendix A hereto.

ARTICLE IV

RESTRICTED PAYMENTS

SECTION 4.1. **Restricted Payments to Pay Income Taxes.** Notwithstanding the prohibition, contained in Section 4(b)(iii) of Appendix B to the Trust Administration Agreement, on the Lessee making Restricted Payments during the continuance of a Lock-Box Period, in the event that the Lessee has delivered to the Trustee and the Authority a certificate certifying *(i)* that one or more of the Lessee's Parents are liable for income taxes with respect to that portion of the Lessee Residual Funds that are not available for distribution in the form of Restricted Payments due to the occurrence of the Event of Default giving rise to such Lock-Box Period and *(ii)* as to the amount of such income taxes (the "Parent Income Taxes") (which amount shall be calculated by reference to the combined federal, New York State and New York City income, franchise and unincorporated business taxes that would be payable by a New

York corporation on net income in an amount equal to the amount of such portion of the Lessee Residual Funds), the Lessee shall be entitled to make a Restricted Payment to its Parent or Parents in an aggregate amount not to exceed the amount of such Parent Income Taxes. The Lessee shall not be required to make the certification to the Trustee set forth in Section 2(e)(i) of Appendix B to the Trust Administration Agreement in connection with any Restricted Payment made in accordance with the terms of this Section 4.1. Except as expressly provided in this Section 4.1, nothing in this Section 4.1 shall affect any of the other conditions and restrictions applicable to the making of Restricted Payments contained in any Financing Documents or Section 8 Lease.

ARTICLE V

SUPPLEMENTAL LEASE AGREEMENT NO.1

SECTION 5.1. Supplemental Lease Agreement No.1. The Trustee confirms that it has received an executed copy of Supplemental Lease Agreement No.1.

SECTION 5.2. Amendments to Supplemental Lease Agreement No.1. The Lessee shall not, without the prior written consent of the Bond Insurer (so long as the Bond Insurance Policy is in force and effect and the Bond Insurer is not in default under the Bond Insurance Policy) and the Trustee, enter into any amendment of or otherwise modify Supplemental Lease Agreement No. 1 so as to (i) increase the maximum limit on the Payment Obligation set forth in Section 2.1, (ii) increase the amount of the nominal interest rate set forth in Section 2.3, (iii) amend, waive or otherwise modify Section 2.5, (iv) amend, waive or otherwise modify Section 2.10, (v) amend, waive or otherwise modify any of the representations or warranties contained in Article IV or add any further representations or warranties of the Lessee hereunder, (vi) amend, waive or otherwise modify any of the covenants contained in Article V or add any further covenant of the Lessee hereunder, (vii) amend, waive or otherwise modify Article VI, (viii) amend or otherwise modify Section 7.1, (ix) amend or otherwise modify Section 13.1, (x) amend or otherwise modify Article XVI, (xi) amend, waive or otherwise modify Supplemental Lease Agreement No. 1 if such amendment, waiver or modification would reasonably be expected to have a material adverse effect on the rights, interests and/or security of the Bond Insurer (so long as the Bond Insurance Policy is in force and effect and the Bond Insurer is not in default under the Bond Insurance Policy) and the Trustee, the Bondholders and/or the Trustee, or (xii) amend or otherwise modify any defined term as used in any of the foregoing Sections or Articles. Nothing contained in the previous sentence shall or shall be deemed to amend, modify or restrict in any way the rights of the Port Authority and the Lessee set forth in the Lease, including without limitation Section 23(b)(ii) thereof; the Port Authority Financing Consent and

Agreement, including without limitation Sections 4 and 6 thereof; or any other Financing Document.

ARTICLE VI

AMENDMENTS AND MISCELLANEOUS

SECTION 6.1. References to the Trust Administration Agreement.

(a) This First Supplemental Trust Administration Agreement shall only be deemed to amend the Trust Administration Agreement *(x)* insofar as is required to permit the transactions contemplated by Supplemental Lease Agreement No. 1, and *(y)* as expressly set forth herein. References in the following Sections of the Trust Administration Agreement to the Trust Administration Agreement are hereby amended so as to be references to the Trust Administration Agreement as amended, supplemented or otherwise modified by this First Supplemental Trust Administration Agreement; *(i)* Section 1.2, *(ii)* Section 7.3, *(iii)* Section 7.5, *(vi)* Section 7.10, and *(v)* Section 7.12. All references to the Financing Documents contained in Section 17 of Appendix A to the Trust Administration Agreement are hereby amended to include a reference to the Trust Administration Agreement as amended, supplemented or otherwise modified by this First Supplemental Trust Administration Agreement.

(b) As amended through the operation of Section 6.1(a), Sections 1.2, 7.10, and 7.12 of the Trust Administration Agreement, and Section 17 of Appendix A to the Trust Administration Agreement, are hereby incorporated by reference as if set forth herein at length.

(c) Except as expressly provided herein, and notwithstanding any provision in any Financing Document (including, without limitation, the Trust Administration Agreement) or in any other document relating to the Project to the contrary, any reference to the Trust Administration Agreement contained in any Financing Document, or in any other document relating to the Project, whether or not such reference is *(i)* direct or indirect, or *(ii)* to the Trust Administration Agreement as amended, supplemented or otherwise modified (from time to time or otherwise), shall not include the provisions of the First Supplemental Trust Administration Agreement.

SECTION 6.2. Amendment and Supplement. This First Supplemental Trust Administration Agreement may be amended, modified or supplemented only by a written instrument signed by the Lesseeand the Trustee, which

has been consented to in writing (i) by the Authority and (ii) by the Bond Insurer (so long as the Bond Insurance Policy is in force and effect and the Bond Insurer is not in default under the Bond Insurance Policy); *provided, however*, that such consent of the Bond Insurer shall not be required with respect to any amendment, supplement or modification to Article III hereof and Appendix A attached hereto.

SECTION 6.3. Financial Information etc.

(a) The Lessee shall deliver to the Bond Insurer (so long as the Bond Insurance Policy is in force and effect and the Bond Insurer is not in default under the Bond Insurance Policy) copies of all written information, certificates and reports delivered to the Trustee, at the same time that such written information, certificates and reports are delivered to the Trustee, including but not limited to, all Annual Audited Financial Statements, Annual Operating Budgets, any recommendations or certificates of any Third Party Consultant and all other financial information; *provided, however*, that the Lessee shall not be obligated to deliver copies of Completion Costs Requisition Certificates to the Bond Insurer.

(b) Without limiting Section 6.3(a), *(i)* the Lessee shall deliver to the Bond Insurer (so long as the Bond Insurance Policy is in force and effect and the Bond Insurer is not in default under the Bond Insurance Policy), at the same time that it delivers the Annual Audited Financial Statements, supplementary schedules showing *(x)* supporting calculations relating to the Debt Service Coverage Ratio, *(y)* debt service paid on the Series 6 Bonds during the prior Fiscal Year, the Debt Service Requirement for the current Fiscal Year and the then outstanding principal balance of the Series 6 Bonds, and *(z)* the current balances of all reserve funds and accounts; and *(ii)* within 45 days after the end of each Quarter, quarterly unaudited financial statements ("Quarterly Financial Statements").

(c) The Lessee shall deliver to the Bond Insurer (so long as the Bond Insurance Policy is in force and effect and the Bond Insurer is not in default under the Bond Insurance Policy), at the same time that it delivers the Annual Audited Financial Statements and Quarterly Financial Statements, demand statistics for the corresponding period, listing total enplanements, with comparisons for the same period in the previous year, with a listing of enplanements per airline.

(d) The Lessee shall deliver to the Bond Insurer (so long as the Bond Insurance Policy is in force and effect and the Bond Insurer is not in default under the Bond Insurance Policy), at the same time that it delivers the Annual Audited Financial Statements and Quarterly Financial Statements, a rent-roll listing by each tenant, square feet rented, rent per square foot, common area maintenance charges (if any), beginning date-expiry date, with totals and remaining space available.

SECTION 6.4. **Notices.** Until further notice, the Lessee hereby designates the Director of Finance of the Lessee, c/o JFK International Air Terminal, LLC, John F. Kennedy International Airport (Terminal 4), Room 161.022, Jamaica, NY 11430 as the officer upon whom, and the address where, all notices, directions, requests, consents, approvals, certificates, opinions, instruments or other communications required to be given to or by either party under this First Supplemental Trust Administration Agreement and/or the Trust Administration Agreement shall be served, with copies to the attention of *(i)* Robert J. Gibbons, Esq., c/o Debevoise & Plimpton, 919 Third Avenue, New York, New York 10022, *(ii)* JFK International Air Terminal LLC Executive Committee Member, c/o Schiphol USA Inc., 570 Lexington Avenue, New York, NY 10022, *(iii)* JFK International Air Terminal LLC Executive Committee Member, c/o LCOR Incorporated, One Penn Plaza, New York, NY 10119, and *(iv)* JFK International Air Terminal LLC Executive Committee Member, c/o Lehman Brothers Holding Inc., 3 World Financial Center, New York, New York, 10285-2000. The Lessee and the Trustee shall each deliver to the Bond Insurer (so long as the Bond Insurance Policy is in force and effect and the Bond Insurer is not in default under the Bond Insurance Policy) copies of all notices, other than Completion Costs Requisition Certificates, to be provided by the Lessee or the Trustee to the other party pursuant to this First Supplemental Trust Administration Agreement.

SECTION 6.5 **Parties Interested Herein.** This Agreement is made solely for the benefit of the Lessee, the Trustee and the Port Authority and no other person or entity (including the Bond Insurer, except to the extent set forth below) shall have any right, benefit or interest under or because of the existence of this Agreement. The Bond Insurer (so long as the Bond Insurance Policy is in force and effect and the Bond Insurer is not in default under the Bond Insurance Policy) shall be a third-party beneficiary of this Agreement solely with respect to the rights provided for them in Sections 5.2, 6.2, 6.3, 6.4 and 6.5 of this First Supplemental Trust Administration Agreement.

SECTION 6.6 **Counterparts.** This First Supplemental Trust Administration Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument and any of the parties hereto may execute this First Supplemental Trust Administration Agreement by signing any such counterpart.

SECTION 6.7. **Severability.** In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this First Supplemental Trust Administration Agreement.

SECTION 6.8. **Titles.** Titles to the articles and sections of this First Supplemental Trust Administration Agreement are solely for the convenience of the

parties and not an aid in the interpretation of this First Supplemental Trust Administration Agreement or any part hereof.

SECTION 6.9. **Law Governing the First Supplemental Trust Administration Agreement.** The effect and meaning of this First Supplemental Trust Administration Agreement and the rights of the parties hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without regard to the conflict of laws principles thereof.

SECTION 6.10. **Concerning the Trustee; Trustee's Disclaimer.** All of the rights, privileges and immunities afforded the Trustee under the Trust Administration Agreement, the Trust Indenture, the Lease, the Special Project Bond Resolution, the Series Resolution and the Leasehold Mortgage are hereby incorporated herein as if set forth herein in full. The recitals contained herein shall be taken as the statements of the Lessee, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representation as to the validity or sufficiency of this First Supplemental Trust Administration Agreement.

[REMAINDER OF PAGE DELIBERATELY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto caused this First Supplemental Trust Administration Agreement to be executed by a duly authorized signatory, all as of the day and year first above written.

JFK INTERNATIONAL AIR TERMINAL LLC

By: _____
Name: Johannes Mohrmann
Title: Executive Committee Member

By: _____
Name:
Title:

By: _____
Name: Kurt W. Eichler
Title: Executive Committee Member

THE BANK OF NEW YORK, as Trustee

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto caused this First Supplemental Trust Administration Agreement to be executed by a duly authorized signatory, all as of the day and year first above written.

JFK INTERNATIONAL AIR TERMINAL LLC

By: _____
Name:
Title:

By: _____
Name:
Title:

By: _____
Name: Christopher McKenna
Title: Executive Committee Member

THE BANK OF NEW YORK, as Trustee

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto caused this First Supplemental Trust Administration Agreement to be executed by a duly authorized signatory, all as of the day and year first above written.

JFK INTERNATIONAL AIR TERMINAL LLC

By: _____
Name:
Title:

By: _____
Name:
Title:

By: _____
Name:
Title:

THE BANK OF NEW YORK, as Trustee

By: Beverly Gardner-Samuel
Name: BEVERLY GARDNER-SAMUEL
Title: ASSISTANT TREASURER

By its execution of this First Supplemental Trust Administration Agreement, the Port Authority of New York and New Jersey hereby consents to the terms of this First Supplemental Trust Administration Agreement, in accordance with the requirements of Section 7.2 of the Trust Administration Agreement.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, as consenter

APPROVED	
FORM	TERMS
RT	JM

By: _____
Name: FRANCIS A. DIMIOLA
Title: ASST. DIRECTOR - QUIDATOR
Date: 8/10/01

APPENDIX A

Section 1. Establishment of Completion Costs Fund. The Trustee shall promptly establish a fund entitled the Completion Costs Fund. Notwithstanding any provision of this First Supplemental Trust Administration Agreement or any Financing Document to the contrary, the Completion Costs Fund shall be a Section 13 Fund, and therefore shall not be part of *(i)* any Trust Estate Fund, *(ii)* any Pledged Fund, *(iii)* Lessee Funds or *(iv)* the Trust Estate.

Section 2. Deposits into Revenue Fund, the Construction Fund and/or the Completion Costs Fund. The Lessee may, from time to time, deposit any funds received from any Subsidiary (as such term is defined in Section 17.3 of the Supplemental Lease Agreement No. 1) or any New Aircraft Operator (as such term is defined in Section 17.3 of the Supplemental Lease Agreement No. 1) into the Revenue Fund, the Construction Fund and/or the Completion Costs Fund to reimburse such accounts for any previous disbursements made from such accounts to pay Project Costs, Completion Costs or Permitted O&M Expenses, as the case may be.

Section 3. Administration of the Completion Costs Fund.

(a) Deposits of Investment Price by the Authority. There shall be deposited in the Completion Costs Fund each "Investment Price" paid by the Authority to the Trustee in connection with any "Investment" made by the Authority pursuant to the Supplemental Lease Agreement No. 1.

(b) Withdrawals and Transfers.

(i) Requisitions for Completion Costs. The Trustee shall make disbursements from the Completion Costs Fund for Completion Costs. Any such disbursement shall be made only upon receipt by the Trustee of a written certificate (the "Completion Costs Requisition Certificate") signed by one or more Designated Representative(s), containing the following:

(I) the amount of Completion Costs to be disbursed;

(II) the number of the requisition;

(III) the name(s) and address(es) of each Person(s) (which may include the Lessee, the Trustee or the Port Authority) or fund or account, if any, to which payment is due and instructions to make such disbursements;

(IV) the amount to be paid and the portion of the Completion Project to which such disbursement relates and, in reasonable

detail, the purpose and circumstances under which each such obligation, item of cost or expense was incurred;

(V) a statement that the obligation to pay the amounts to be disbursed have been incurred and such amounts *(i)* constitute Completion Costs and *(ii)* are payable from the Completion Costs Fund in accordance with the terms of the Trust Administration Agreement;

(VI) a statement that the obligation to pay any of the amounts to be disbursed has not been the basis of any previous withdrawal from the Construction Fund or the Completion Costs Fund (unless the amount of such previous withdrawal was subsequently reimbursed to the Construction Fund or the Completion Costs Fund, as the case may be); and

(VII) where applicable, a statement that a requested transfer of monies from the Completion Costs Fund to any other funds or accounts is in accordance with the terms and conditions of the First Supplemental Trust Administration Agreement.

(ii) Trustee's Obligation to Make Disbursals. Within five (5) days after its receipt of a Completion Costs Requisition Certificate, the Trustee shall make each of the transfers and disbursements requested in such Completion Costs Requisition Certificate.

(iii) Records. The Lessee shall provide a copy of each Completion Cost Requisition Certificate to the Authority at the time the Lessee transmits such certificate to the Trustee. All records of the Lessee with respect to each disbursement from the Completion Costs Fund shall be kept at all times within the Port of New York District, and shall be subject to the audit and inspection of the Trustee or the Authority, and their respective representatives and employees, during normal business hours and upon reasonable notice to the Lessee.

(iv) Substantial Completion of the Construction Work. If any amounts remain available in the Completion Costs Fund upon the Trustee's receipt of a certificate from the Lessee certifying that the Construction Work has been substantially completed and paid for, the Trustee shall, at the written direction of the Lessee, pay all monies and Permitted Investments remaining in the Completion Costs Fund to the Port Authority, and such payment shall constitute a prepayment of the Payment Obligation; *provided, however*, that such prepayment shall not constitute payment of any unpaid Semi-Annual Payment Obligations accruing on the Payment Obligation to be prepaid until the date of such payment.

(v) Methods of Payment, Transfer, and Disbursement. Subject to the provisions of this First Supplemental Trust Administration Agreement, the Lessee may select the mechanism (e.g., by check, wire transfer etc.) by which the Trustee shall make payments, transfers, and disbursements from the Completion Costs Fund.

Section 4. Completion Costs Fund Not Part of Trust Estate

The parties hereby expressly agree that the Completion Costs Fund (including any accounts or sub-accounts) and the amounts deposited therein shall not be subject to any mortgage, pledge, security interest or assignment to the Trustee in favor of the Bondholders or otherwise be, or be deemed to be, a part of the Trust Estate or be available for the payment of Debt Service. Notwithstanding the foregoing, the Lessee may submit a Completion Costs Requisition Certificate for up to Ten Million Dollars ($10,000,000), or such greater amount as is consented to in writing by the Port Authority, to pay capitalized interest attributable to the Series 6 Bonds.

This PARTIAL RELEASE OF MORTGAGED PREMISES (this "Partial Release") is executed by THE BANK OF NEW YORK, a New York banking corporation (hereinafter the "Mortgagee"), as trustee, as of this 13th day of August, 2001.

WITNESSETH:

WHEREAS, pursuant to that certain Leasehold Mortgage, dated as of May 13, 1997, between JFK International Air Terminal LLC, a New York limited liability company (hereinafter the "Mortgagor"), and the Mortgagee (as amended, modified or supplemented from time to time, the "Leasehold Mortgage"), the Mortgagee is the holder of a mortgage recorded on May 13, 1997 and recorded in Reel 4588 at Page 1142 of the Queens County Register's Office, New York, covering certain land and tenements described in such Leasehold Mortgage (the "Mortgaged Property"), of which the Released Property (as hereinafter defined) is part; and

WHEREAS, the Mortgagee, at the request of the Mortgagor, has agreed to give and surrender such Released Property unto the Mortgagor, and to hold and retain the residue of the Mortgaged Property as security for the obligations described in the Leasehold Mortgage;

NOW THIS PARTIAL RELEASE OF MORTGAGED PREMISES WITNESSETH, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Mortgagee, the Mortgagee does grant, release and quitclaim unto the Mortgagor, that part of Mortgaged Property described in Exhibit A attached hereto and made a part hereof (the "Release Property").

TOGETHER with all right, title and interest, if any, of the Mortgagee in and to any fixtures and articles of personal property which are now contained in the Release Property and which may be covered by said Leasehold Mortgage.

TOGETHER with the hereditaments and appurtenances thereunto belonging, and all right, title and interest of the Mortgagee, in and to the same, to the intent that the Release Property hereby released may be discharged from the Leasehold Mortgage, and that the rest of the Mortgaged Property may remain mortgaged to the Mortgagee as heretofore.

TO HAVE AND TO HOLD the Release Property hereby released and quitclaimed to the Mortgagor, and to the heirs, successors and assigns of the Mortgagor forever, free, clear and discharged of and from all lien and claim under and by virtue of the Leasehold Mortgage.

IN WITNESS WHEREOF, the Mortgagee has executed this Partial Release the day and year first above written.

THE BANK OF NEW YORK, as Trustee

By: Beverly Gardner-Samuel
Name: BEVERLY GARDNER-SAMUEL
Title: Assistant Treasurer

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

On the 15th day of August in the year 2001, before me, the undersigned, a Notary Public in and for said state, personally appeared, Beverly Gardner-Samuel personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

By: _____
(notarial seal and stamp)

JOANN LABARBERA
Notary Public, State of New York
No. 01la5023752
Qualified in Westchester County
Commission Expires Feb. 14, 2002

EXMEPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

SUPPLEMENTAL LEASE AGREEMENT NO. 1

between

JFK INTERNATIONAL AIR TERMINAL LLC

and

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

LEASE NO. AYC-685

Dated as of August 10, 2001

TABLE OF CONTENTS

Page

ARTICLE I.

DEFINITIONS

1.1. Definitions 1

ARTICLE II.

COMMITMENT

2.1. Commitment 6
2.2. Notice of Investment 6
2.3. Semi-Annual Payment Obligation 6
2.4. Annual Payment Obligation 7
2.5. Aggregate Payment Obligation 7
2.6. Second Leasehold Mortgage 7
2.7. Prepayment 7
2.8. Automatic Extension of Final Payment Date 8
2.9. Payments and Computations 8
2.10. Subordination of Payment Obligation 8

ARTICLE III.

CONDITIONS

3.1. Conditions Precedent to Effectiveness 9
3.2. Conditions Precedent to Payment of the Investment Price after the Effective Date 9

ARTICLE IV.

REPRESENTATIONS AND WARRANTIES

4.1. Authority 9
4.2. Due Execution and Binding Effect 9
4.3. Use of Proceeds of the Payment Obligation 9

ARTICLE V.

COVENANTS

5.1. Financial Reports 10
5.2. Continuing Disclosure 10

5.3. Certain Notices 10
5.4. Other Offerings 10
5.5. Amendments 10
5.6. Compliance with Law 10
5.7. Fulfillment of obligations 10
5.8. Actions 11
5.9. Additional Covenants 11

ARTICLE VI.

EVENTS OF DEFAULT AND REMEDIES

6.1. Aggregate Payment Obligation Events of Default 11
6.2. Aggregate Payment Obligation Remedies 12
6.3. Default Rate 14
6.4. Certain Notices to be Provided to the Trustee and the Bond Insurer 14

ARTICLE VII.

SURVIVAL

7.1. Survival of Obligations 15
7.2. Survival of Lease 15

ARTICLE VIII.

REDUCTION OF AVAILABLE NET CASH FLOW

8.1. Payment Obligation Cap 15
8.2. Standard Reduction 16
8.3. Limited Reduction 16

ARTICLE IX.

INCREASE IN FIRST ADDITIONAL LAND RENTAL

9.1. Progressive Increase 16
9.2. Additional Increases 16

ARTICLE X.

EQUITY CAPITAL INVESTMENT FUNDS

10.1. Equity Capital Investment Rate 17
10.2. Limitation 17

ARTICLE XI.

SUBORDINATED MANAGEMENT FUNDS

11.1. Temporary Prohibition..... 17

ARTICLE XII.

CONVERSION DATE OF DEFERRED BALANCE RENTAL

12.1. Conversion to Extended Mode..... 17

ARTICLE XIII.

PERMITTED DISTRIBUTION FOR PAYMENT OF INCOME TAXES

13.1. Trustee's Determination..... 17
13.2. Port Authority Commitment..... 18

ARTICLE XIV.

TRAFFIC CONTROL

14.1. Delineation of Responsibility..... 18

ARTICLE XV.

AIRPORT OPERATOR LIMITATIONS

15.1. Additional Operators..... 18

ARTICLE XVI.

ADJUSTMENT TO LAND AREA OF PREMISES

16.1. Surrender of Area..... 18
16.2. Substitution of Exhibit 2.1A..... 19
16.3. Modification of Aircraft Gate Area..... 19
16.4. Adjustment to Base Rental Amount..... 20

ARTICLE XVII.

SUBSIDIARY SERVICES

17.1. Description of the Services..... 20

17.2. Limitation on Revenues and Expenditures..... 20
17.3. Reimbursement..... 20
17.4. Requirement of Port Authority Consent..... 21

ARTICLE XVIII.

RELEASE OF CERTAIN CLAIMS

18.1. Release of Claims..... 21
18.2. Environmental Costs..... 21
18.3. Claims by Third Parties..... 21
18.4. Benefits to Third Parties..... 21

ARTICLE XIX.

MISCELLANEOUS

19.1. Amendments and Waivers..... 22
19.2. Delays and Omissions..... 22
19.3. Notices..... 22
19.4. Governing Law..... 22
19.5. Counterparts..... 22
19.6. Titles..... 22
19.7. Non-Liability of Individuals and Non-Recourse..... 22
19.8. Beneficiaries..... 23
19.9. Non-Interference..... 23
19.10. Successors and Assigns..... 23
19.11. Issuance of Port Authority Subordinated Special Project Bonds..... 23
19.12. Completion Costs Fund Not Part of Trust Estate.....23

EXHIBITS

Exhibit A – Investment/Payment Grid
Exhibit B – Form of Opinion of Counsel
Exhibit C – Form of Notice of Investment
Exhibit D – 2015 Payment Schedule
Exhibit E – 2025 Payment Schedule
Exhibit F – Form of Second Leasehold Mortgage
Exhibit G – Permitted Items of Expenditure for $10,000,000 Increase in Payment Obligation Cap
Exhibit H – Surrendered Premises
Exhibit I – Sample Calculation of Equity Capital Investment Interest Rate During Annual Period in which Supplemental Lease Agreement No. 1 is Executed

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

Port Authority
Agreement No. AYC-685

SUPPLEMENTAL LEASE AGREEMENT NO. 1

THIS SUPPLEMENTAL LEASE AGREEMENT NO. 1 dated as of August 10, 2001 by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (the "Port Authority") and JFK INTERNATIONAL AIR TERMINAL LLC (the "Lessee"), a limited liability company of the State of New York having an office and place of business at Terminal Four, John F. Kennedy International Airport, Jamaica, New York 11430,

WITNESSETH, That:

WHEREAS, on May 13, 1997 the Port Authority and the Lessee entered into an Agreement of Lease identified by the above-referenced Port Authority lease number AYC-685 (the "Lease" as the same is hereby and may hereafter be amended, modified and supplemented) and relating to the development, construction and operation of a new passenger terminal at John F. Kennedy International Airport ("the Terminal 4 Project");

WHEREAS, the Lessee requires additional funding to complete the Terminal 4 Project; and

WHEREAS, the Lessee and the Port Authority have agreed to amend the Lease to provide for such additional funding and other matters;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained and effective as of the date first set forth above, the Port Authority and the Lessee hereby agree as follows:

ARTICLE I. DEFINITIONS

1.1. *Definitions.* Unless the context shall clearly indicate some other meaning or may otherwise require, capitalized terms used in this Agreement without definition will have the meanings ascribed thereto in the Lease; if no such meanings are ascribed thereto in the Lease, then such capitalized terms shall have the meanings ascribed thereto in the Trust Administration Agreement dated May 13, 1997, by and between the Lessee and The Bank of New York, as trustee (the "Trust Administration Agreement"), in each case as the same may be amended, modified or supplemented from time to time (such meanings to be equally applicable to both the singular and plural forms of the defined terms).

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

The term "Aggregate Payment Obligation" shall mean, collectively, the Payment Obligation and the Semi-Annual Payment Obligation.

The term "Aggregate Payment Obligation Event of Default" shall mean each of the events or conditions set forth in Section 6.1 of this Agreement.

The term "Agreement" shall mean this Supplemental Lease Agreement No. 1 between the Lessee and the Port Authority, including all exhibits attached hereto and made a part hereof, as it may hereafter be amended, modified and supplemented.

The term "Annual Financial Information" shall have the meaning given to such term in the Lessee's Continuing Disclosure Agreement.

The term "Annual Payment Obligation" shall mean the obligation of the Lessee to make annual payments on the Payment Obligation to the Port Authority in accordance with the terms of Section 2.4 of this Agreement.

The term "Base Annual Payment" shall mean the amount of the Aggregate Payment Obligation for any Annual Period in which the Incurred Payment Obligation exceeds the Payment Obligation Cap in effect for such Annual Period.

The term "Certification" shall mean a certification by the Lessee that it has not commenced, and does not reasonably foresee that it will commence, the construction, on or before the Final Investment Date, of any construction project at the Premises comprising sixteen (16) or more additional aircraft contact gates beyond those required to be constructed pursuant to Section 18 of the Lease.

The term "Claim" shall mean, collectively and individually, all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, claims and demands, whatsoever, at law or in equity.

The term "Completion Costs" shall mean costs that, to the extent money were available in the Construction Fund, would have been eligible for payment from the Construction Fund.

The term "Completion Costs Fund" shall mean the fund established pursuant to the First Supplemental Trust Administration Agreement as a Section 13 Fund for purposes of receipt and disbursement of proceeds of Investments.

The term "Continuing Disclosure Recipients" shall mean the parties to whom the Lessee has committed to provide Annual Financial Information under the Lessee Continuing Disclosure Agreement.

The term "Continuous Trigger Event" shall mean a Series 6 Refinancing; *provided, however*, that such refinancing shall be deemed to occur on the closing date thereof and on the first day of each Annual Period thereafter.

The term "Default Amount" shall mean the portion of the Aggregate Payment Obligation that was due and owing on the date that the Aggregate Payment Obligation Event of Default described in Section 6.1(i) of this Agreement occurred, and shall include the Default Payment Obligation that accrues during the 360-Day Period.

The term "Default Payment Obligation" shall mean the payment obligation that accrues, pursuant to Section 6.3 of this Agreement, at the Default Rate, on the portion of the Aggregate Payment Obligation that was due and owing on the date that the Aggregate Payment Obligation Event of Default described in Section 6.1(i) of this Agreement occurred until the Default Amount is paid; *provided, however*, that if the Lessee has made any Default Portion Payments during a 360-Day Period, the portion of the Aggregate Payment Obligation that was due and owing on the date that the Aggregate Payment Obligation Event of Default described in Section 6.1(i) of this Agreement occurred shall be reduced by the total amount of any such Default Portion Payments for purposes of calculating the Default Payment Obligation.

The term "Default Portion Payment" shall mean any portion of the Aggregate Payment Obligation that was due and owing on the date that the Aggregate Payment Obligation Event of Default described in Section 6.1(i) of this Agreement occurred that is paid by the Lessee during the applicable 360-Day Period.

The term "Default Rate" shall mean a rate per annum for each day equal to the Prime Rate plus

The term "Effective Date" shall mean August 10, 2001.

The term "Final Investment Date" shall mean the date after which the Lessee may not request further payments from the Port Authority pursuant to Section 2.1 of this Agreement, which date shall be the earlier of (a) December 1, 2005, (b) the date that the Payment Obligation equals
without taking into account any prepayments made pursuant to Section 2.7 of this Agreement, or (c) the date on which the Investment Period is terminated pursuant to Section 6.2 of this Agreement.

The term "Final Payment Date" shall mean December 1, 2015 under the 2015 Payment Schedule, or, in the event that the 2025 Payment Schedule is in effect, December 1, 2025 under the 2025 Payment Schedule.

The term "First Supplemental Trust Administration Agreement" shall mean the agreement, dated as of the date of this Agreement, between the Lessee and the Trustee and consented to by the Port Authority, which forms a supplement to the Trust Administration Agreement.

The term "Incurred Payment Obligation" shall mean, as of any date, the total aggregate amount of all Investments made by the Port Authority as of such date; *provided, however*, that neither any payments of the Annual Payment Obligation made pursuant to Section 2.4 of this Agreement nor any prepayments made pursuant to Section 2.7 of this Agreement shall be taken into consideration for purposes of calculating the Incurred Payment Obligation.

The term "Investment" shall mean the amount set forth by the Lessee in the space provided therefore in the Notice of Investment, which shall be in an integral multiple of

The term "Investment Date" shall mean the date on which the Port Authority shall pay the Investment Price to the Lessee; *provided, however*, that the Investment Date for the first Investment shall be the Effective Date and the Investment Date for each subsequent Investment shall be limited to the first Business Day in a calendar month occurring during the Investment Period.

The term "Investment Period" shall mean the period of time between and including the Effective Date and the Final Investment Date.

The term "Investment/Payment Grid" shall mean the schedule maintained by the Port Authority, which shall be in the form of Exhibit A of this Agreement.

The term "Investment Price" shall mean the price to be paid by the Port Authority for each Investment on the Investment Date for such Investment as set forth in the Notice of Investment, which price shall be equal to 99.9% of the Investment.

The term "Law" shall mean all applicable provisions of all (a) constitutions, treaties, statutes, laws (including common law), codes, rules, regulations or ordinances of any Governmental Authority, (b) consents, licenses, certificates, permits or other authorizations which may be necessary for the conduct of the Lessee's operations, and (c) orders, decisions, injunctions, judgments, awards and decrees of any Governmental Authority.

The term "Lease" shall have the meaning given to such term in the first "Whereas" paragraph of this Agreement.

The term "Leasehold" shall mean the interest of the Lessee in the Lease.

The term "Lessee's Continuing Disclosure Agreement" shall mean the Continuing Disclosure Agreement, dated May 13, 1997, by and between the Lessee and The Bank of New York, as trustee.

The term "Lock Box Event" shall mean an Aggregate Payment Obligation Event of Default that is also an event set forth in Section 4(a) of Appendix B of the Trust Administration Agreement for which (a) the Trustee exercises the Transferred Powers as its sole remedy during the Lock Box Period or (b) the Trustee, upon due consideration of the circumstances, elects not to exercise any remedy.

The term "Material Adverse Effect" shall mean a material adverse effect on (a) the business operations, property, condition or prospects (financial or otherwise) of the Lessee, (b) the ability of the Lessee to perform its respective obligations under the Financing Documents, this Agreement or the Second Leasehold Mortgage, (c) the validity or enforceability of the Financing Documents, this Agreement or the Second Leasehold Mortgage, or (d) the rights and remedies of the Trustee or the Port Authority under the Financing Documents, this Agreement or the Second Leasehold Mortgage.

The term "New Aircraft Operator" shall mean an Aircraft Operator serving foreign countries that is currently operating at the Airport but not at Terminal 4.

The term "New Debt Amount" shall mean the amount by which the principal amount of any financial obligation incurred by the Lessee or any Affiliate thereof in connection with the Airport (whether such principal amount is determined by reference to (a) Facility Rental payable under the Lease,

(b) any rental payable to any third party to which the Lessee's interest under the Lease may be assigned with the consent of the Port Authority, or (c) any form of indebtedness or other financial obligation, including the Payment Obligation) exceeds (1) the then remaining principal amount of the Series 6 Bonds plus (2) the Payment Obligation. In the event that either the Series 6 Bonds or the Payment Obligation is refinanced, any refinancing proceeds in excess of the then remaining principal amount of the Series 6 Bonds plus the remaining Payment Obligation on the day preceding such refinancing shall be included in the New Debt Amount.

The term "Notice of Investment" shall mean a notice in the form set forth in Exhibit C of this Agreement, without any amendments, modifications (except for the insertion of the information to be included in the blank spaces) or omissions.

The term "Parent Income Taxes" shall mean such income taxes as are payable by one or more of the Lessee's Parents in accordance with Section 13.1 of this Agreement.

The term "Payment Date" shall mean each date for payment of the Annual Payment Obligation set forth in the 2015 Payment Schedule and the 2025 Payment Schedule, whichever is applicable.

The term "Payment Obligation" shall mean the total aggregate outstanding amount of all Investments.

The term "Payment Obligation Cap" shall mean the limitation amount used to calculate the reduction of Available Net Cash Flow pursuant to Article 8 of this Agreement, which limitation amount shall be determined according to Section 8.1 of this Agreement.

The term "Payment Obligation Cap Quotient" shall mean the quotient obtained by dividing (a) the Payment Obligation Cap for an Annual Period in which the Incurred Payment Obligation exceeds such Payment Obligation Cap by (b) the Incurred Payment Obligation for such Annual Period.

The term "Prime Rate" shall mean the rate of interest publicly announced as such, from time to time, by Citibank, N.A. as its prime rate and as a base rate for calculating interest on certain loans.

The term "Port Authority Financing Consent and Agreement" shall mean the agreement titled the same, dated May 13, 1997, by and among the Lessee, the Port Authority, the Trustee, and the Bond Insurer, as the same may hereafter be amended, modified or supplemented.

The term "Port Authority Fiscal Office" shall mean the Port Authority's account at Citibank, N.A., Account Number 4057-0569, or such other payment instructions for payments due under this Agreement as the Port Authority may specify from time to time by notice to the Lessee.

The term "Released Work" shall mean the Construction Work (including, without limitation, for the purposes of this definition, the existing condition of the Premises at the commencement of the Term and the treatment and disposal of soil excavated from the Premises and the dewatering, treatment, transportation and discharge of ground water), the Current Remediation and the Environmental Work.

The term "Second Leasehold Mortgage" shall mean a second mortgage by the Lessee of its Leasehold, issued as security for the Aggregate Payment Obligation, in substantially the form set forth in Exhibit F.

The term "Semi-Annual Payment Obligation" shall mean the semi-annual payments to be paid to the Port Authority in accordance with Section 2.3 of this Agreement.

The term "Senior Obligation" shall mean Permitted O&M Expenses, Ground Rental, Building Rental, Facility Rental and the Lessee's payment obligations under the Guaranty, and any and all refinancings, replacements or refundings of any of such payment obligations.

The term "Series 7 Bonds" shall mean the Port Authority Special Project Bonds authorized by the Series Resolution for purposes of the Terminal 4 Project, which have not yet been issued.

The term "Series 6 Refinancing" shall mean any transaction whereby (a) Series 6 Bonds representing more than ninety percent (90%) of the outstanding principal balance thereof prior to such refinancing have been discharged as provided in the Series Resolution and (b) the final maturity date of the resulting new debt obligations is after December 31, 2015.

The term "Static Trigger Event" shall mean maintenance of a Debt Service Coverage Ratio for an Annual Period in excess of 1.50; *provided, however*, that, solely for the purpose of this definition of a Static Trigger Event, the determination of the Debt Service Requirement shall include (a) the Interest Portion on the Series 6 Bonds plus payment made or due on the Semi-Annual Payment Obligations during such Annual Period and (b) the Principal Portion on the Series 6 Bonds plus payment made or due on the Payment Obligation during such Annual Period. The Maintenance of a Debt Service Coverage Ratio shall be deemed to have occurred on the first day of the Annual Period for which the same is being ascertained. The Maintenance of a Debt Service Coverage Ratio in excess of 1.50 shall only be a Static Trigger Event for each Annual Period with respect to which it occurs and shall have no effect with respect to any prior or future Annual Period with respect to which such Debt Service Coverage Ratio is equal to or less than 1.50.

The term "Subsidiary" shall mean a wholly-owned subsidiary of the Lessee.

The term "Subsidiary Services" shall mean preliminary development services performed by a Subsidiary prior to the closing of financing and the execution and delivery of a sublease agreement pertaining to an expansion of Terminal 4.

The term "Surrendered Premises" shall mean the portion of the Premises shown in dashes on the top of page 2 of Exhibit 2.1A (3 Pages) attached hereto, hereby made a part hereof and marked "Exhibit H – Surrendered Premises".

The term "Terminal Expansion Term Sheet" shall mean the Term Sheet for Lease dated August 31, 2000, by and between the Lessee and Delta Air Lines, Inc., a copy of which has been furnished to the Port Authority by the Lessee.

The term "Terminal 4" shall mean the premises at the Airport being developed, constructed and operated by the Lessee pursuant to the Lease.

The term "Terminal 4 Project" shall have the meaning given to such term in the first "Whereas" paragraph of this Agreement.

The term "Trigger Event" shall mean either a Continuous Trigger Event or a Static Trigger Event, or both.

The term "180-Day Period" shall mean the period commencing on the date that an Aggregate Payment Obligation Event of Default described in Section 6.1(i) of this Agreement occurs and ending on the date to occur one hundred and eighty (180) days thereafter.

The term "360-Day Period" shall mean the period commencing on the date that an Aggregate Payment Obligation Event of Default described in Section 6.1(i) of this Agreement occurs and ending on the date to occur three hundred and sixty (360) days thereafter.

The term "540-Day Period" shall mean the period commencing on the date that full payment of a Default Amount to the Port Authority occurs and ending on the date to occur five hundred and forty (540) days thereafter.

The term "2015 Payment Schedule" shall mean the schedule, attached hereto as Exhibit D and made a part hereof.

The term "2025 Payment Schedule" shall mean the schedule, attached hereto as Exhibit E and made a part hereof.

ARTICLE II. COMMITMENT

2.1. *Commitment.*

(i) The Port Authority shall, subject to all the terms and conditions of this Agreement, pay the Investment Price for each Investment to the Lessee upon receipt of a Notice of Investment in accordance with the terms of Section 2.2 of this Agreement; *provided however*, that the Payment Obligation incurred by the Lessee as a result of the sale of such Investments shall not exceed determined without taking into account any prepayments made pursuant to Section 2.7 of this Agreement. The Investment Price for each Investment shall be paid by the Port Authority by 12:00 p.m., New York City time, on the Investment Date for such Investment, in lawful money of the United States of America in immediately available funds, to the Trustee under the Trust Administration Agreement, for deposit into the Completion Costs Fund.

2.2. *Notice of Investment.* The Port Authority shall not be obligated to purchase any Investment unless it receives a Notice of Investment given by the Lessee to the Port Authority no later than 12:00 p.m., New York City time, on a Business Day which is not less than seven (7) days prior to the Investment Date set forth in the Notice of Investment pertaining to such Investment; *provided, however*, that the Port Authority shall be obligated to pay the Investment Price for an Investment on the Effective Date only if the Port Authority receives a Notice of Investment for such Investment on the Effective Date. A Notice of Investment shall be duly given only if delivered in person to the office of the Treasurer or the Assistant Treasurer of the Port Authority at the address set forth on the Notice of Investment for such purpose. If delivered personally on a Business Day, a Notice of Investment shall be deemed delivered and given on the Business Day delivered, or, if delivered personally on other than a Business Day, a Notice of Investment shall be deemed delivered and given on the first (1st) Business Day following delivery.

2.3. *Semi-Annual Payment Obligation.* The Lessee shall pay to the Port Authority a semi-annual payment equivalent to interest at the rate of accruing on the outstanding Payment Obligation from and after each Investment until, but not including, the Final Payment Date. The Semi-Annual Payment Obligation shall be payable commencing on the December 1 following the Effective Date and on each June 1 and December 1 thereafter until the Final Payment Date, and on the Final Payment Date.

2.4. *Annual Payment Obligation.* Prior to a Basic Lease Extension, the Lessee shall pay the Annual Payment Obligation commencing on December 1, 2005 and thereafter according to the 2015 Payment Schedule. After a Basic Lease Extension, the Lessee shall pay the Annual Payment Obligation under the 2025 Payment Schedule as follows:

(i) if there is a Basic Lease Extension prior to December 1, 2005, the Lessee shall pay the Annual Payment Obligation to the Port Authority commencing on December 1, 2005 and thereafter under the 2025 Payment Schedule; and

(ii) if there is a Basic Lease Extension subsequent to December 1, 2005, commencing on the Payment Date set forth in the 2025 Payment Schedule immediately following such Basic Lease Extension, and thereafter, the Lessee shall pay the Annual Payment Obligation to the Port Authority under the 2025 Payment Schedule as if it had been in effect on December 1, 2005. In the event that, as a result of the payment of the Annual Payment Obligation under the 2015 Payment Schedule, the Payment Obligation is fully paid under the 2025 Payment Schedule prior to December 1, 2025, the Lessee's obligation to pay the Aggregate Payment Obligation shall cease on the Payment Date on which the Payment Obligation is fully paid, regardless of whether the 2025 Payment Schedule indicates that further amounts are to be paid.

2.5. *Aggregate Payment Obligation.* The Lessee hereby irrevocably pledges to pay the Aggregate Payment Obligation after payment of any Senior Obligations that are payable at the same time that such Aggregate Payment Obligation is due, but before payment of any of the Contingent Obligations listed in Section 8(I)(c) of the Lease which are then due; *provided, however*, that any failure to pay the Aggregate Payment Obligation in accordance with Section 2.3 and/or Section 2.4 of this Agreement shall be an Aggregate Payment Obligation Event of Default set forth in Section 6.1(i) of this Agreement.

2.6. *Second Leasehold Mortgage.* Payment of the Aggregate Payment Obligation is secured by the Second Leasehold Mortgage.

2.7. *Prepayment.*

(i) Except as otherwise provided in Section 2.7(iii) of this Agreement, the Lessee may prepay, without premium or penalty, the Payment Obligation in whole at any time, or, with the consent of the Port Authority, in part on any Semi-Annual Payment Obligation payment date during the period in which the Payment Obligation, or any portion thereof, remains outstanding, upon a written notice of prepayment given by the Lessee and delivered personally to the office of the Treasurer or the Assistant Treasurer of the Port Authority no later than 5:00 p.m., New York City time, on a Business Day which is not less than ten (10) days prior to the date upon which such prepayment is to be made; *provided, however*, that any partial prepayment shall be in an amount that is an integral multiple of One Million Dollars and No Cents ($1,000,000.00).

(ii) Except as otherwise provided in Section 2.7(iii) of this Agreement, any prepayment pursuant to this Section 2.7 shall include all unpaid Semi-Annual Payment Obligations accruing on the Payment Obligation to be prepaid, until the date of such payment.

(iii) In accordance with Section 3(b)(iv) of Appendix A of the First Supplemental Trust Administration Agreement, if any amounts remain available in the Completion Costs Fund upon the Trustee's receipt of a certificate from the Lessee certifying that the Construction Work has been substantially completed and paid for, the Trustee will, at the written direction of the Lessee, pay all monies and Permitted Investments remaining in the Completion Costs Fund to the Port Authority no later than three (3) days after receiving such certificate, and such payment shall constitute a prepayment of the Payment Obligation; *provided, however*, that (a) such prepayment shall not constitute payment of any

unpaid Semi-Annual Payment Obligations accruing on the Payment Obligation to be prepaid until the date of such payment, and (b) if such prepayment is a partial prepayment, such partial prepayment need not be in an amount that is an integral multiple of One Million Dollars and No Cents ($1,000,000.00).

(iv) In the event of any partial prepayment of the Payment Obligation, each payment of the Annual Payment Obligation to be made pursuant to the terms of Section 2.4 of this Agreement subsequent to the date of such partial prepayment shall be reduced by an amount that is proportional to the reduction in the Payment Obligation effected by such partial prepayment; *provided, however*, that the amended schedule of payments shall be made a part of this Agreement by means of a written amendment, executed by the Lessee and the Port Authority, to the 2015 Payment Schedule or the 2025 Payment Schedule, whichever is applicable.

2.8. *Automatic Extension of Final Payment Date.* At the time of a Basic Lease Extension, the Final Payment Date shall be automatically extended to December 1, 2025 and the 2025 Payment Schedule shall become effective in accordance with the terms of Section 2.4 of this Agreement.

2.9. *Payments and Computations.*

(i) The Lessee shall make each payment of the Aggregate Payment Obligation to the Port Authority at the Port Authority's Fiscal Office on the day when due in lawful money of the United States of America in immediately available funds.

(ii) All computations of the Semi-Annual Payment Obligation under this Agreement shall be calculated on the basis of a three hundred sixty (360) day year comprised of twelve thirty (30) day months.

(iii) Whenever any payment under this Agreement shall be stated to be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in or pursuant to this Agreement; *provided, however*, that with respect to any payment of the Payment Obligation, the Semi-Annual Payment Obligation shall continue to accrue until the actual date of payment.

(iv) The Investment Date, the amount of each Investment, and the Payment Obligation that is incurred after each Investment, shall be recorded by the Port Authority on the Investment/Payment Grid attached hereto as Exhibit A and forming a part of this Agreement for such purpose.

(v) The date and amount of each payment of the Payment Obligation made by the Lessee pursuant to the terms of this Agreement, and the amount of the Payment Obligation remaining after each such payment, shall be recorded by the Port Authority on the Investment/Payment Grid attached hereto as Exhibit A and forming a part of this Agreement for such purpose.

(vi) Upon demand by the Lessee on any Business Day during the term of this Agreement, the Port Authority will furnish to the Lessee no later than the following Business Day a current copy of the Investment/Payment Grid, certified by the Port Authority to be a true and correct copy.

2.10. *Subordination of the Aggregate Payment Obligation.* The Lessee and the Port Authority hereby expressly agree that the Aggregate Payment Obligation is subordinate to the Senior Obligations; *provided, however*, that any failure to pay the Aggregate Payment Obligation in accordance with Section 2.3 and/or Section 2.4 of this Agreement shall be an Aggregate Payment Obligation Event of Default set forth in Section 6.1(i) of this Agreement.

ARTICLE III. CONDITIONS

3.1. *Conditions Precedent to Effectiveness.* The Port Authority shall have no obligations under Articles II – VII of this Agreement and such Articles shall not be effective for any purpose, unless on the Effective Date the Port Authority shall have received all of the following:

(i) a certificate from a duly authorized officer of the Lessee, to the effect that (a) no events that would constitute Aggregate Payment Obligation Events of Default have occurred and are continuing and (b) that the Lessee has met and will continue to take all action necessary to meet all of its obligations under the Financing Documents;

(ii) the opinion of counsel to the Lessee, in connection with the Aggregate Payment Obligation, in substantially the form set forth in Exhibit B of this Agreement;

(iii) the Second Leasehold Mortgage, in substantially the form set forth in Exhibit F of this Agreement, duly executed by the Lessee; and

(iv) evidence satisfactory to the Port Authority that the Second Leasehold Mortgage has been recorded in the appropriate office of the City Register of the City of New York.

3.2. *Conditions Precedent to Payment of the Investment Price after the Effective Date.* The obligation of the Port Authority under Section 2.1 of this Agreement to pay the Investment Price for any Investment shall be subject to the fact that (a) except for any Lock Box Events, none of the Aggregate Payment Obligation Events of Default shall have occurred and be continuing on the Date of Investment of such Investment and (b) that the Lessee has met and will continue take all action necessary to meet all of its obligations under the Financing Documents. The delivery of a Notice of Investment shall be deemed to be a continuing representation and warranty by the Lessee that, except for any Lock Box Events, none of the Aggregate Payment Obligation Events of Default has occurred and is continuing and that the Lessee has met and will continue to take all action necessary to meet all of its obligations under the Financing Documents.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES

The Lessee represents and warrants that:

4.1. *Authority.* The Lessee has all requisite authority to execute and perform this Agreement, to incur the Aggregate Payment Obligation and to carry out the transactions contemplated thereby.

4.2. *Due Execution and Binding Effect.* The execution, delivery and performance by the Lessee of this Agreement and the incurring of the Aggregate Payment Obligation have been duly authorized by proper proceedings and do not violate any provision of any Law or any provision of any indenture, loan or credit agreement now in effect to which the Lessee, or any of its member entities, is a party, and, pursuant to the foregoing, this Agreement and the Aggregate Payment Obligation constitute valid and legally binding obligations of the Lessee enforceable in accordance with their respective terms.

4.3. *Use of Proceeds of the Investments.* The proceeds of the Investments (including the investment earnings thereon) shall be expended solely for Completion Costs.

ARTICLE V. COVENANTS

5.1. *Financial Reports.* The Lessee will furnish to the Port Authority, as soon as available, and in any event within one hundred twenty (120) days after the end of each calendar year, a copy of the annual statements of financial condition of the Lessee, as of the end of such year, certified by a firm of independent public accountants.

5.2. *Continuing Disclosure.* On the Effective Date, and thereafter according to the terms of the Lessee's Continuing Disclosure Agreement, the Lessee will include a statement describing the material impact of this Agreement and the Aggregate Payment Obligation on its revenues and other payment obligations as part of the Annual Financial Information provided to the Continuing Disclosure Recipients pursuant to the Lessee's Continuing Disclosure Agreement.

5.3. *Certain Notices.* The Lessee will furnish to the Port Authority:

(i) promptly, notice of any action, suit or proceeding at law or in equity or by or before any Governmental Authority that, if adversely determined, could foreseeably, in the opinion of Lessee's counsel, have a Material Adverse Effect; and

(ii) promptly, but in no event more than two (2) Business Days after acquiring knowledge thereof, notice of the occurrence of any Aggregate Payment Obligation Event of Default of which the Lessee, its officers, its member entities or their officers has knowledge, setting forth the details of such event and the action which the Lessee has taken and proposes to take with respect thereto.

5.4. *Other Offerings.* The Lessee will not create, incur or suffer to exist on its part any debt obligations other than Permitted Debt; *provided, however*, that (a) the Lessee will not create, incur or suffer to exist on its part any Subordinated Debt unless such Subordinated Debt is subordinated to the payment of the Aggregate Payment Obligation and (b) the Lessee will not create any Liens to support such Subordinated Debt in addition to the Second Leasehold Mortgage unless such Liens are Permitted Liens and are subordinate to the liens created by this Agreement and the Second Leasehold Mortgage. No payment due with respect to any such Permitted Debt, other than Subordinated Debt Service, shall constitute a Contingent Obligation under the Lease.

5.5. *Amendments.* The Lessee will not amend or modify the Lessee's Operating Agreement or other equivalent basic governing documents in any manner that would materially and adversely affect or diminish the rights of the Port Authority under this Agreement without the prior consent of the Port Authority. The Lessee agrees to provide the Port Authority with copies, certified by a duly authorized officer, of any amendments to the Lessee's Operating Agreement or such other basic governing documents.

5.6. *Compliance with Law.* The Lessee will comply in all respects with any and all provisions of Law related to the subject of Articles II – VII of this Agreement; *provided, however*, that where the Lessee is contesting the necessity of compliance with any Law in good faith by appropriate proceedings the Lessee may refrain from compliance with such Law until the conclusion of such proceedings, at which time the Lessee shall comply in all respects with any Law resulting from such proceedings.

5.7. *Fulfillment of Obligations.* In strict accordance with the terms of this Agreement and the Second Leasehold Mortgage, the Lessee has taken and will take all actions and has done and will do all things that it is authorized by Law to take and to do in order to (a) fulfill all of its obligations under this Agreement and the Second Leasehold Mortgage, and (b) provide for and assure payment of the Aggregate Payment Obligation.

5.8. *Actions.* The Lessee will not take any action inconsistent with the rights of the Port Authority under this Agreement.

5.9. *Additional Covenants.* The Lessee will continue to abide by all the covenants agreed to in Section 2 of Appendix B of the Trust Administration Agreement.

ARTICLE VI. AGGREGATE PAYMENT OBLIGATION EVENTS OF DEFAULT AND REMEDIES

6.1. *Aggregate Payment Obligation Events of Default.* Each of the following events or conditions shall constitute an Aggregate Payment Obligation Event of Default:

(i) if the Lessee fails to pay any portion of the Aggregate Payment Obligation;

(ii) if the Lessee fails to observe any of the terms of Articles II – VII of this Agreement, other than a failure to pay any portion of the Aggregate Payment Obligation, which failure is not remedied within ten (10) Business Days from receipt of notice thereof from the Port Authority; *provided, however*, that if the Lessee provides to the Port Authority evidence sufficient to satisfy the Port Authority that such failure is capable of being remedied and that the Lessee is diligently and in good faith working to remedy such failure, the period of time permitted to remedy such failure shall be extended to thirty (30) Business Days, so long as such extension does not have a Material Adverse Effect;

(iii) if the Lessee fails to observe any of the terms of the Financing Documents, which failure is not remedied by the Lessee within the time provided in the Financing Documents;

(iv) if the Lessee fails to make any payment of rental required by Section 8 of the Lease, which failure is not remedied by the Lessee within the time provided in the Lease;

(v) if any certificate, statement, representation, warranty or financial statement furnished by or on behalf the Lessee pursuant to or in connection with this Agreement shall prove after the Effective Date to have been false in any material respect at the time as of which the facts therein set forth were certified, or to have omitted any material contingent or unliquidated liability or claim against the Lessee;

(vi) if any material provision of this Agreement shall, at any time for any reason, cease to be valid and binding in accordance with its terms or shall be declared to be null and void as finally determined by a court of competent jurisdiction;

(vii) if a judgment is rendered against the Lessee, as finally determined by a court of competent jurisdiction, which judgment is, under generally accepted accounting principles, required to be disclosed in the notes to the Lessee's financial statements, and which judgment remains unsatisfied or unstayed for a period of thirty (30) days after such judgment becomes final;

(viii) if the Lessee shall become insolvent or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in a bankruptcy or a petition or answer seeking an arrangement, including, without limitation, its reorganization or the readjustment of its indebtedness, under the federal bankruptcy laws or under any other Law, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property;

(ix) if by order or decree of a court the Lessee shall be adjudged a bankrupt or an order shall be made approving a petition filed by any of its creditors seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other Law and any such judgment or order is not stayed or vacated within sixty (60) days after the entry thereof;

(x) if by or pursuant to, or under authority of, any Law, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Lessee and such possession or control shall continue in effect for a period of sixty (60) days; or

(xi) if there is any termination, winding up, liquidation or dissolution of the Lessee's affairs or any sale, transfer, conveyance or release (whether in a single transaction or a series of transactions) of all or substantially all of the Lessee's properties or assets.

6.2. *Aggregate Payment Obligation Remedies.*

(i) Upon the occurrence of an Aggregate Payment Obligation Event of Default set forth in Section 6.1(i) of this Agreement, the Port Authority may, upon at least one (1) Business Days' notice to the Lessee prior to exercising any of the remedies set forth hereunder, declare the Aggregate Payment Obligation to be due and payable and may declare the Investment Period to be terminated; *provided, however*, that:

(a) the Port Authority shall not declare the Aggregate Payment Obligation to be due prior to the earlier of (1) the end of the 360-Day Period, (2) except as otherwise provided in Section 6.2(v), the continuation or occurrence of any of the Aggregate Payment Obligation Events of Default set forth in Sections 6.1(ii) – (iii) (as long as such Aggregate Payment Obligation Events of Default are not Lock Box Events, in which case the Port Authority shall not exercise such remedy for so long as such Aggregate Payment Obligation Events of Default are Lock Box Events) and 6.1(iv) – (vii) of this Agreement, or (3) the occurrence of any of the Aggregate Payment Obligation Events of Default set forth in Sections 6.1(viii) – (xi) of this Agreement;

(b) the Port Authority shall not declare the Investment Period to be terminated prior to the earlier of (1) the end of the 180-Day Period or (2) the occurrence of any of the Aggregate Payment Obligation Events of Default set forth in Sections 6.1(ii) – (iii) (as long as such Aggregate Payment Obligation Events of Default are not Lock Box Events, in which case the Port Authority shall not exercise such remedy for so long as such Aggregate Payment Obligation Events of Default are Lock Box Events) and 6.1(iv) – (xi) of this Agreement;

(c) the Lessee may make Default Portion Payments during the 360-Day Period; *provided, further, however*, that if the Default Amount is not paid in full by the end of the 360-Day Period, the Port Authority may, upon at least one (1) Business Day's notice to the Lessee prior to exercising such remedies, declare the Aggregate Payment Obligation to be due and payable and may declare the Investment Period to be terminated;

(d) by provision of a written notice, received by the Treasurer or the Assistant Treasurer of the Port Authority after the commencement of the 360-Day Period, either or both of the Bond Insurer (so long as the Bond Insurance Policy is in force and effect and the Bond Insurer is not in default under the Bond Insurance Policy) and the Trustee may request consultations not more frequently than every ninety (90) days with the Port Authority during the 360-Day Period concerning the Port Authority's intention to exercise any of the remedies set forth in Section 6.2 of this Agreement and in the Second Leasehold Mortgage, and the Port Authority will accommodate such request(s) in a commercially reasonable manner, so long as any such consultation is requested to occur no later than thirty (30) days prior to the end of the 360-Day Period;

(e) by provision of a written notice, received by the Treasurer or the Assistant Treasurer of the Port Authority not less than thirty (30) days prior to the end of the 360-Day Period, either or both of the Bond Insurer (so long as the Bond Insurance Policy is in force and effect and the Bond Insurer is not in default under the Bond Insurance Policy) and the Trustee may request a final consultation with the Port Authority concerning the Port Authority's intention to exercise any of the remedies set forth in Section 6.2 of this Agreement and in the Second Leasehold Mortgage, and the Port Authority will accommodate such request(s) in a commercially reasonable manner, so long as any such consultation is requested to occur no sooner than twenty (20) days and no later than ten (10) days prior to the end of the 360-Day Period; and

(f) upon payment of the Default Amount, and during the ensuing 540-Day Period, the provisos set forth in Section 6.2(i)(a)-(b) shall not apply, and, therefore, upon the occurrence of an Aggregate Payment Obligation Event of Default set forth in Section 6.1(i), the Port Authority may, upon at least one (1) Business Day's notice to the Lessee prior to exercising such remedies, declare the Aggregate Payment Obligation to be due and payable and may declare the Investment Period to be terminated; *provided further, however*, that the Port Authority shall not exercise any of the remedies set forth in Section 6.2 of this Agreement and in the Second Leasehold Mortgage for fifteen (15) Business Days following the occurrence of such Aggregate Payment Obligation Event of Default, to allow for consultation with the Bond Insurer (so long as the Bond Insurance Policy is in force and effect and the Bond Insurer is not in default under the Bond Insurance Policy) and the Trustee; *provided further, however*, that (I) the Port Authority may, upon at least one (1) Business Days' notice to the Lessee prior to exercising such remedy, declare the Investment Period to be terminated, (II) if the Bond Insurer or the Trustee shall act to exercise any of their available remedies, the Port Authority in its sole discretion may exercise or refrain from exercising any remedy available to it under Section 6.2 of this Agreement or the Second Leasehold Mortgage, and (III) at the end of this 15 Business Day period, the Port Authority in its sole discretion may exercise or refrain from exercising any remedy available to it under Section 6.2 of this Agreement or the Second Leasehold Mortgage;

(ii) Except as otherwise provided in Section 6.2(v) of this Agreement, upon the occurrence of an Aggregate Payment Obligation Event of Default set forth in Sections 6.1(ii) through 6.1(iii) of this Agreement, the Port Authority may, upon at least one (1) Business Days' notice to the Lessee prior to exercising such remedies, declare the Aggregate Payment Obligation to be due and payable and may declare the Investment Period to be terminated; *provided, however*, that if such Aggregate Payment Obligation Events of Default are Lock Box Events, the Port Authority shall not exercise such remedies for so long as such Aggregate Payment Obligation Event of Default is a Lock Box Event.

(iii) Except as otherwise provided in Section 6.2(v) of this Agreement, upon the occurrence of an Aggregate Payment Obligation Event of Default set forth in Section 6.1(iv) through 6.1(vii) of this Agreement, the Port Authority may, upon at least one (1) Business Days' notice to the Lessee prior to exercising such remedies, declare the Aggregate Payment Obligation to be due and payable and may declare the Investment Period to be terminated.

(iv) Upon the occurrence of an Aggregate Payment Obligation Event of Default set forth in Sections 6.1(viii) through 6.1(xi) of this Agreement, the Aggregate Payment Obligation shall immediately become due and payable and the Investment Period shall be terminated without any action on the part of the Port Authority.

(v) If an Aggregate Payment Obligation Event of Default set forth in Sections 6.1(ii) through 6.1(vii) of this Agreement has occurred, or if an Aggregate Payment Obligation Event of Default set forth in Section 6.1(i) has occurred and the 360-Day Period is not applicable as a result of the provisions of Section 6.2(i)(a)(2) of this Agreement, the Port Authority hereby agrees as follows:

(a) Where the Lessee would otherwise be given notice by the Port Authority that an Aggregate Payment Obligation Event of Default has occurred, and where the Lessee would otherwise be accorded at least ten (10) days to cure such Aggregate Payment Obligation Event of Default, the Port Authority shall not exercise any of the remedies set forth in Section 6.2 of this Agreement and in the Second Leasehold Mortgage for fifteen (15) Business Days following the close of the applicable cure period to allow for consultation with the Bond Insurer (so long as the Bond Insurance Policy is in force and effect and the Bond Insurer is not in default under the Bond Insurance Policy) and the Trustee; *provided, however*, that (I) so long as such Aggregate Payment Obligation Events of Default are not solely Lock-Box Events, the Port Authority may, upon at least one (1) Business Days' notice to the Lessee prior to exercising such remedy, declare the Investment Period to be terminated, (II) if the Bond Insurer or the Trustee shall act to exercise any of their available remedies, the Port Authority in its sole discretion may exercise or refrain from exercising any remedy available to it under Section 6.2 of this Agreement or the Second Leasehold Mortgage, and (III) at the end of this 15 Business Day period, the Port Authority in its sole discretion may exercise or refrain from exercising any remedy available to it under Section 6.2 of this Agreement or the Second Leasehold Mortgage; and

(b) In all other cases, the Port Authority shall not exercise any of the remedies set forth in Section 6.2 of this Agreement and in the Second Leasehold Mortgage for thirty (30) days following the date on which the Port Authority would otherwise be able to exercise such remedies with respect to such Aggregate Payment Obligation Event(s) of Default, to allow for consultation with the Bond Insurer (so long as the Bond Insurance Policy is in force and effect and the Bond Insurer is not in default under the Bond Insurance Policy) and the Trustee; *provided, however*, that (I) the Port Authority may, upon at least one (1) Business Days' notice to the Lessee prior to exercising such remedy, declare the Investment Period to be terminated, (II) if the Bond Insurer or the Trustee shall act to exercise any of their available remedies, the Port Authority in its sole discretion may exercise or refrain from exercising any remedy available to it under Section 6.2 of this Agreement or the Second Leasehold Mortgage, and (III) at the end of this 30-day period, the Port Authority in its sole discretion may exercise or refrain from exercising any remedy available to it under Section 6.2 of this Agreement or the Second Leasehold Mortgage.

(vi) The rights provided for the Trustee and the Bond Insurer in Sections 6.2(i)(d) – 6.2(i)(f) and 6.2(v) of this Agreement may be exercised independently by either the Trustee or the Bond Insurer, and the exercise or partial exercise by the Trustee or the Bond Insurer of any such rights shall have no effect on the rights of the other under such Sections.

(vii) No remedy, right or power conferred upon the Port Authority pursuant to this Agreement is intended to be exclusive of any other remedy, right or power, and each and every such remedy, right or power shall be cumulative and in addition to every other remedy, right or power now or hereafter existing herein, under the Lease and the Financing Documents, at law, in equity, by statute or otherwise.

(viii) Upon the exercise of the remedies, rights and powers set forth in this Section 6.2, and consistent with the provisos set forth in Section 6.2(v) of this Agreement and Section 6.2(i) of this Agreement for Aggregate Payment Obligation Events of Default under 6.1(i), the Port Authority may institute proceedings to enforce any of its security interests provided for under the Financing Documents or the Second Leasehold Mortgage.

6.3. *Default Rate*. In the event that any payment under this Agreement is not made when due, interest shall be payable on such amount at the Default Rate.

6.4. *Certain Notices to be Provided to the Bond Insurer.* The Bond Insurer (so long as the Bond Insurance Policy is in force and effect and the Bond Insurer is not in default under the Bond

Insurance Policy) and the Trustee shall each be given a copy of each notice given by either party to this Agreement. In addition, the Port Authority shall give the Bond Insurer (so long as the Bond Insurance Policy is in force and effect and the Bond Insurer is not in default under the Bond Insurance Policy) and the Trustee notice of (i) the commencement of the 360-Day Period within three Business Days of the commencement thereof, (ii) notice of the occurrence of any Aggregate Payment Obligation Event of Default promptly upon the occurrence thereof, including a description of the Aggregate Payment Obligation Event of Default and any applicable period during which, pursuant to Section 6.2 of this Agreement, the Port Authority will not exercise any remedies available to it under Section 6.2 of this Agreement, and (iii) notice of the date, time and location of a consultation requested pursuant to Section 6.2 of this Agreement.

ARTICLE VII. SURVIVAL

7.1. *Survival of Obligations.* Articles II – VII, XVIII and XIX of this Agreement shall continue in full force and effect during such period in which any amount of the Aggregate Payment Obligation remains outstanding, regardless of whether the Lease remains in effect.

7.2. *Survival of Lease.* Upon the payment constituting full payment of the Aggregate Payment Obligation, Articles II – VII of this Agreement shall terminate and shall thereafter be of no force and effect.

ARTICLE VIII. REDUCTION OF AVAILABLE NET CASH FLOW

8.1. *Payment Obligation Cap.* The Payment Obligation Cap under this Agreement shall be *provided, however*, that the Payment Obligation Cap may increase as follows:

(i) From and after a Certification by the Lessee, the Payment Obligation Cap shall increase to) constituting the increase in the Payment Obligation Cap described in the previous sentence may be expended only for the items of construction work described in Exhibit G, attached hereto and made a part hereof.

(ii) In the event that the Lessee delivers the Certification, then, notwithstanding any other provisions of the Lease requiring completion of the work described in Exhibit G, the Lessee shall only be required to complete such work by December 1, 2005.

(iii) In the event that the Lessee incurs environmental remediation costs (not including any asbestos abatement costs) in excess of in the aggregate which are not Environmental Costs, as and to the extent the same are the responsibility of the Port Authority pursuant to Section 42(b)(iv)(4)(B) of the Lease, and which were not caused by and did not result from Lessee's Acts, the otherwise applicable Payment Obligation Cap shall be increased by the amount of such environmental remediation costs, but in no event shall the Payment Obligation Cap exceed Completion Costs incurred by the Lessee which are not in excess of due to the termination of the Lessee's occupancy of the Surrendered Premises as set forth in Article XVI below and

the Lessee's associated reconfiguration of the Premises shall be included in environmental remediation costs, which are not Environmental Costs, as described in the first sentence of this Section 8.1(iii).

8.2. *Standard Reduction.* Available Net Cash Flow for each Annual Period shall be reduced in an amount equal to the amount of any payment made in connection with the Aggregate Payment Obligation during such Annual Period, so long as the Incurred Payment Obligation does not exceed the Payment Obligation Cap. Solely for the purposes of this Article, the Incurred Payment Obligation and the Payment Obligation Cap for each Annual Period shall be determined on the last day of the Annual Period. If the Incurred Payment Obligation does exceed the Payment Obligation Cap Amount, the reduction in Available Net Cash Flow for such Annual Period shall be limited as provided in Section 8.3 below.

8.3. *Limited Reduction.* If and only if the Incurred Payment Obligation in an Annual Period exceeds the Payment Obligation Cap in effect with respect to such Annual Period, there shall be a limitation on the reduction in the amount of Available Net Cash Flow on account of the payment of any portion of the Aggregate Payment Obligation as set forth in Section 8.2 above. This limited reduction in Available Net Cash Flow for the applicable Annual Period shall be determined by multiplying the Base Annual Payment for such Annual Period by the Payment Obligation Cap Quotient. This limitation on the reduction of Available Net Cash Flow shall not limit the obligation of the Lessee to make full payment of the Aggregate Payment Obligation.

ARTICLE IX. INCREASE IN FIRST ADDITIONAL LAND RENTAL

9.1. *Progressive Increase.*

(i) For each Annual Period or portion thereof during which the Payment Obligation is less thar
Rental shall be increased for such period or portion thereof to

(ii) For each Annual Period or portion thereof during which the Payment Obligation is equal to or exceeds but is less than
e First Additional Land Rental shall be increased for such period or portion thereof to

(iii) For each Annual Period or portion thereof during which the Payment Obligation is equal to or exceeds the First Additional Land Rental shall be increased for such period or portion thereof to

9.2. *Additional Increases.* In addition to the amount of First Additional Land Rental payable pursuant to Section 9.1 above, the First Additional Land Rental for each Annual Period or portion thereof shall be increased for such period by an amount determined by multiplying the New Debt Amount by

ARTICLE X. EQUITY CAPITAL INVESTMENT FUNDS

10.1. *Equity Capital Investment Rate.* The "Equity Capital Investment Interest Rate" as such rate is established in Section 8(I)(d) of the Lease shall, from and after the date of this Agreement, be Nine percent (9%) computed on an Annual Basis.

10.2. *Limitation.* From and after the date of this Agreement and notwithstanding the provisions of Section 8(I)(c) and Section 8(I)(d) of the Lease, no Subordinated Funding of either Equity Capital Investment Pre-DBO Funds or Equity Capital Investment Post-DBO Funds pertaining to any period, or portion thereof, on or after the date of this Agreement shall be made until the Annual Period after the Annual Period in which a Trigger Event occurs. The determination contained in the previous sentence shall be made separately with respect to each Annual Period.

ARTICLE XI. SUBORDINATED MANAGEMENT FUNDS

11.1. *Temporary Prohibition.* From and after the date of this Agreement and notwithstanding the provisions of Section 8(I)(c) and Section 8(I)(d) of the Lease, no Subordinated Funding as a Proratable Amount of Subordinated Management Funds shall be made for any Annual Period or part thereof until the earlier of: (a) the anniversary of the occurrence of a Trigger Event or (b) the Annual Period commencing January 1, 2006.

ARTICLE XII. CONVERSION DATE OF DEFERRED BALANCE RENTAL

12.1. *Conversion to Extended Mode.* In the event of a Series 6 Refinancing, the amount of the Deferred Balance Rental for the Annual Period during which the Series 6 Refinancing occurs and for each Annual Period thereafter (during the term of the Basic Lease) shall be determined as if the Conversion Date had occurred on the first day of the Quarter following the Quarter in which the Series 6 Refinancing occurred and the payment of Deferred Balance Rental shall thereupon be determined as if Extended Mode were in effect.

ARTICLE XIII. PERMITTED DISTRIBUTION FOR PAYMENT OF INCOME TAXES

13.1. *Trustee's Determination.* It is recognized that, in the event that Restricted Payments are not made due to the occurrence of a Lockbox Period, Parent Income Taxes may be payable by one or more Parents on that portion of the Lessee Residual Funds that are not available for distribution in the form of Restricted Payments with respect to income of the Lessee related to such Lessee Residual Funds. If such an event occurs, the Lessee may certify to the Port Authority and the Trustee that Parent Income Taxes (including estimated payments thereof) are payable. The Parent Income Taxes shall be calculated with reference to the combined Federal, New York State and New York City income, franchise and unincorporated business tax that would be payable by a New York corporation on net income equal to the amount of such Lessee Residual Funds. If the Trustee shall then concur that such distribution may be made, or shall have previously concurred that such distribution may be made, the Trustee shall thereupon make a distribution to the Lessee in an amount equal to the amounts of such Parent Income Taxes, and the Lessee may make the corresponding distributions to its Parents.

13.2. *Port Authority Commitment.* The Port Authority will assist the Lessee in its efforts to obtain the concurrence of the Trustee to distributions for the payment of income taxes as set forth in Section 13.1 above.

ARTICLE XIV. TRAFFIC CONTROL

14.1. *Delineation of Responsibility.* The parties hereby confirm that it was and remains their intention in connection with their entering into the Lease that, subject to the provisions of Section 59 of the Lease entitled "Restrictions on the Use of Passenger Terminal Frontage Roadways-Use of Airport Taxi Dispatchers and Roadway Frontage Management," (a) the Lessee be solely responsible for the direction and control of pedestrian and vehicular traffic on the roadways on the premises, (b) Port Authority police be called for assistance only under circumstances similar to those under which Port Authority police are called for assistance at other unit terminals at the Airport, and (c) the Port Authority does not at this time have in effect and has no present intention of reestablishing, the contract for Frontage Management services as such term is described in Section 59(d) of the Lease.

ARTICLE XV. AIRPORT OPERATOR LIMITATIONS

15.1. *Additional Operators.* A new Section 76 (c) shall be added to the Lease and shall read as follows:

> "(c) Notwithstanding the limitations set forth in paragraph (b) above, the Port Authority may itself construct or operate an airline terminal which includes FIS premises or enter into an agreement with another Person to construct an airline terminal which includes FIS premises which in either case is to be primarily utilized by one or more Scheduled Aircraft Operator(s) so long as such Scheduled Aircraft Operator(s) do not hold a Foreign Air Carrier Permit under the Federal Aviation Act of 1958 or a substantially similar permit under any similar federal statute."

ARTICLE XVI. ADJUSTMENT TO LAND AREA OF PREMISES

16.1 *Surrender of Area.*

(i) The Lessee, being at present in possession under the Lease, desires to terminate its occupancy of the Surrendered Premises and to surrender the same to the Port Authority on the Effective Date, and the Port Authority is willing to accept such surrender on the terms and conditions hereinafter set forth. The Lessee has granted, bargained, sold, surrendered and yielded up and does by these presents grant, bargain, sell, surrender and yield up unto the Port Authority, its successors and assigns, forever, the Surrendered Premises and the term of years with respect thereto under the Lease yet to come and has given, granted and surrendered and by these presents does give, grant and surrender to the Port Authority, its successors and assigns, all the rights, rights of renewal, licenses, privileges and options of the Lessee granted by the Lease with respect to the Surrendered Premises, all to the intent and purpose that the said term under the Lease and the said rights, rights of renewal, licenses, privileges and options may be wholly merged, extinguished and determined on the Effective Date, with the same force and effect as if the said term were in and by the provisions of the Lease originally fixed to expire on the Effective Date;

TO HAVE AND TO HOLD the same unto the Port Authority, its successors and assigns forever.

(ii) The Lessee hereby covenants on behalf of itself, its successors and assigns that (a) it has not done or suffered and will not do or suffer anything whereby the Surrendered Premises, or the Lessee's leasehold therein, has been or shall be encumbered as of the Effective Date in any way whatsoever; (b) the Lessee is and will remain until the Effective Date the sole and absolute owner of the leasehold estate in the Surrendered Premises and of the rights, rights of renewal, licenses, privileges and options granted by the Lease with respect thereto and that the same are and will remain until the Effective Date free and clear of all liens and encumbrances of whatsoever nature; and (c) the Lessee has full right and power to make this agreement to surrender the Surrendered Premises. All promises, covenants, agreements and obligations of the Lessee with respect to the Surrendered Premises, which under the provisions of the Lease would have matured upon the expiration of the Term, or upon the termination of the Lease prior to the said date, or within a stated period after expiration or termination, shall, notwithstanding such provisions, mature upon the Effective Date and shall survive the execution and delivery of this Agreement.

(iii) The Lessee has released and discharged and does by these presents release and discharge the Port Authority from any and all obligations of every kind, past, present or future on the part of the Port Authority to be performed under the Lease with respect to the Surrendered Premises. The Port Authority does by these presents release and discharge the Lessee from any and all obligations on the part of the Lessee to be performed under the Lease with respect to the Surrendered Premises for that portion of the Term subsequent to the Effective Date; it being understood that nothing herein contained shall release, relieve or discharge the Lessee from any liability for rentals or for other charges that may be due or become due to the Port Authority for any period or periods prior to the Effective Date, or for breach of any other obligation on the Lessee's part to be performed under the Lease for or during such period or periods or maturing as provided in the final sentence of clause (ii) above.

(iv) In consideration of the making of this agreement by the Port Authority and the above-described release, the Lessee hereby agrees to terminate its occupancy of the Surrendered Premises and to deliver actual, physical possession of the Surrendered Premises to the Port Authority, on or before the Effective Date, in the condition required by the Lease upon surrender. The Lessee further agrees that it shall remove from the Surrendered Premises, prior to the Effective Date, all equipment, inventories, removable fixtures and other personal property of the Lessee or for which the Lessee is responsible.

16.2 *Substitution of Exhibit 2.1A*

(i) Exhibit 2.1A (3 pages) which appears as pages 1-3 (inclusive) of Exhibit H to this Agreement shall be substituted for Exhibit 2.1 attached to the Lease. All references in the Lease to Exhibit 2.1 (3 pages) in the Lease shall be deemed to be references to Exhibit 2.1A. (3 pages).

(ii) In any instance where any other Exhibit to the Lease, including without limitation Exhibit 2.7 and Exhibit 18.1, purports to precisely depict the Premises under the Lease, such depiction shall be deemed to be modified in accordance with the surrender of the Surrendered Premises to the Port Authority and the substitution of Exhibit 2.1A for Exhibit 2.1.

16.3 *Modification of Aircraft Gate Requirement.* The requirement set forth in Section 18(a)(ii) of the Lease that the development of the Site include 16 aircraft building gate positions of which 14 will be capable of handling Group V aircraft (and of the 14 positions, 4 positions will also be capable of handling Group VI aircraft) and 2 will be capable of handling Group IV aircraft shall be modified to require that development of the Site include 16 aircraft building gate positions of which 13 will be

capable of handling Group V aircraft (and of the 13 positions, 4 positions will also be capable of handling Group VI aircraft) and 3 will be capable of handling Group IV aircraft.

16.4 *Adjustment to Base Rental Amount.* Notwithstanding the definition of Base Rental Amount set forth in the Lease, commencing on the Effective Date, the Base Rental Amount for the 2001 Annual Period shall be

which amount shall also be used for determination of the Base Rental Amount in future Annual Periods in accordance with the definition of Base Rental Amount set forth in the Lease as if such Base Rental Amount had been in effect for the entire 2001 Annual Period.

ARTICLE XVII. SUBSIDIARY SERVICES

17.1. *Description of the Services.* Subject to Section 17.2 below, with respect to a potential expansion of Terminal 4 to accommodate the needs of a New Aircraft Operator, the Lessee may organize one or more Subsidiaries to undertake Subsidiary Services and the Subsidiary may enter into contracts with professional consultants and other service providers (including the Lessee) to provide the Subsidiary Services, and the Lessee may provide the Subsidiary Services. In recognition of the fact that, while the undertaking of such arrangements and expenditures by means of the Subsidiary is not prohibited by the Lease and the Trust Administration Agreement, such documents do not contain provisions expressly stating the terms under which such arrangements may be undertaken, the intent of this Article XVII is to clarify and confirm the understanding of the Lessee and the Port Authority as to the interpretation of the Lease and the Trust Administration Agreement with respect to the activities referred to in this Article XVII and related expenditures made in contemplation thereof.

17.2. *Reimbursement of the Subsidiary.* The Subsidiary may be reimbursed by the New Aircraft Operator for the Subsidiary's properly allocable cost (including an allocable amount of general and administrative expenses but not including any profit) relating to the Subsidiary Services, including reimbursement of borrowings incurred by the Subsidiary relating to such allocable costs. The Subsidiary may borrow to finance the costs of the Subsidiary Services, and such borrowings may be payable out of (a) the reimbursement amounts received from the New Aircraft Operator, (b) the proceeds of any borrowing to finance the cost of the expansion of Terminal 4 discussed in Section 17.1 above, and/or (c) the amounts, if any, payable by the New Aircraft Operator and/or the Lessee pursuant to the preliminary development financing and reimbursement arrangements contemplated by Section 34 of the Terminal Expansion Term Sheet. The revenues and expenditures, and the proceeds of any borrowing, of the Subsidiary in connection with the Subsidiary Services shall not be part of (a) any of the Project Costs, Completion Costs, Gross Receipts or Gross Revenues under the Lease, (b) Revenues or Project Costs under the Trust Administration Agreement or Completion Costs under the First Supplemental Trust Administration Agreement.

17.3. *Reimbursement of the Lessee.* To the extent that the Lessee is reimbursed by the Subsidiary or by the New Aircraft Operator for the Lessee's properly allocable costs (including an allocable amount of general and administrative expenses but not including any profit) relating to the Subsidiary Services, such reimbursement payments to the Lessee shall not constitute Gross Receipts or Gross Revenues under the Lease or Revenues under the Trust Administration Agreement, and the associated reimbursed costs incurred by Lessee shall not constitute expenditures of Lessee for any purposes under the Lease or the Trust Administration Agreement. To the extent that (i) the Lessee incurs amounts of preliminary development costs in connection with the potential expansion of Terminal 4 that are not reimbursed by the New Aircraft Operator or the Subsidiary, or (ii) the Lessee is obligated to pay amounts in respect of indebtedness incurred by the Subsidiary to finance such preliminary development expenditures in accordance with the arrangements contemplated by Section 34 of the Terminal 4 Expansion Term Sheet, the Lessee may pay such amounts as Permitted O&M Expenses, Project Costs or

Completion Costs; *provided, however*, that to the extent that the sum of (i) and (ii) above exceeds
he Lessee shall not be permitted
to treat the amount of the difference between such sum and
&M Expenses, Project Costs or Completion Costs.

17.4. *Requirement of Port Authority Consent.* No expansion of the Project, the Completion Project, the Premises or of Terminal 4 shall be undertaken without the prior written consent of the Port Authority.

SECTION XVIII. RELEASE OF CERTAIN CLAIMS

18.1 *Release of Claims.* The Lessee, for the greater assurance of the Port Authority, and in consideration of the sum of One Dollar and No Cents ($1.00) paid to the Lessee upon execution of this Agreement, the receipt of which is hereby acknowledged, hereby waives and has remised, released and forever discharged, and by these presents does for itself, its successors and assigns, remise, release and forever discharge the Port Authority of and from all and all manner of Claims, which against the Port Authority, the said Lessee, its successors and assigns ever had, now have or hereafter can, shall or may have for, upon, or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of this Agreement against the Port Authority arising out of, by reason of, under or in connection with the Released Work and every act or neglect of the Port Authority or any other Person, relating to or affecting the Released Work whether or not they at present are or could by investigation be known, whether or not they have been asserted or have been the subject of notice to the Port Authority and whether or not such Claims are in litigation or are under consideration by the Port Authority and including such Claims arising out of a breach of the Lease and Claims based on Claims against the Lessee by any third Person, other than Claims arising solely from the negligent acts or omissions or affirmative misconduct of the Port Authority with respect to Released Work performed after the date hereof.

18.2 *Environmental Costs.* The release of Claims set forth in Section 18.1 shall not reduce the obligation of the Port Authority or the Lessee with respect to Environmental Costs set forth in Section 42 (b) (iv) (4) (B) of the Lease and Section 8.1 of this Agreement.

18.3 *Claims by Third Parties.* Without in any way limiting Section 41 of the Lease, if any Person whosoever shall make a Claim against the Port Authority based on a Claim against such Person made by the Lessee on account of any portion of the Released Work or on account of any neglect of the Port Authority or others relating to or arising out of such Released Work (other than Claims arising solely from the negligent acts or omissions or affirmative misconduct of the Port Authority with respect to Released Work performed after the date hereof), then the Lessee shall indemnify the Port Authority in the defense, settlement or satisfaction of such claim, by such person, including expenses and disbursements of attorneys whether those of the Port Authority's Law Department or otherwise.

18.4. *Benefits to Third Parties.* Nothing contained in this Section is intended for the benefit of third persons or entities except, that notwithstanding Sections 19.7 and 19.8 below, this Section shall also be for the benefit of, and every mention of the Port Authority herein shall be deemed to include equally, the Commissioners, officers, agents, employees, successors, and assigns of the Port Authority.

ARTICLE XIX. MISCELLANEOUS

19.1. *Amendments and Waivers.* This Agreement constitutes the entire agreement of the parties, and sets forth the entire understanding of the parties, as to the subject matter hereof, and no modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement executed by the Lessee and the Port Authority.

19.2. *Delays and Omissions.* No course of dealing and no delay or omission by any party to this Agreement in exercising any right or remedy under this Agreement, or with respect to any obligation under this Agreement, shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise of any right or remedy under this Agreement shall preclude any other or further exercise thereof or the exercise of any other right or remedy.

19.3. *Notices.* All notices to be given under this Agreement shall be in writing. With the exception of notices provided for in Sections 2.2 and 2.7 of this Agreement, any notice to be given under this Agreement shall be duly given if delivered to any of the parties to this Agreement at the addresses indicated on the signature page of this Agreement in accordance with the terms of Section 80 of the Lease. Each party to this Agreement may, from time to time, designate any other address for delivery as such party desires by giving notice to the other party.

19.4. *Governing Law.* This Agreement shall be construed and interpreted in accordance with the laws of the State of New York.

19.5. *Counterparts.* This Agreement may be executed in any number of counterparts and by the Port Authority and the Lessee on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts together shall constitute one and the same agreement.

19.6. *Titles.* Titles to the Articles and Sections of this Agreement are solely for the convenience of the parties and are not an aid in the interpretation of this Agreement or any part thereof.

19.7. *Non-Liability of Individuals and Non-Recourse.*

(i) Notwithstanding any other provision of this Agreement to the contrary, no (a) Commissioner, director, employee, committee member, manager, managing director, officer, agent, representative nor any (b) owner, shareholder, member, partner, controlling person, principal or ultimate beneficial owner, in each case whether direct or indirect, of the Port Authority or of the Lessee, or any Affiliate of the Port Authority or of the Lessee, shall be charged personally or held contractually liable by or to the other party, or any third-party beneficiary hereof, under, or in connection with, 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.

(ii) Notwithstanding any other provision of this Agreement to the contrary, and as a material consideration for the Lessee's entry into this Agreement, it is acknowledged and agreed that (a) neither the Port Authority nor any of its successors or assigns, nor any third-party beneficiary hereof, shall have any recourse or shall make any claim under or in connection with this Agreement, against (1) any member of the Lessee, (2) any of the Affiliates of the Lessee or of any such member, or (3) any (A) officer, committee member, director, manager, managing director, employee, agent, representative or (B) owner, shareholder, member, partner, principal, controlling person or ultimate beneficial owner, in each case whether direct or indirect, of any of the persons mentioned in clauses (1) or (2) above, under, or in connection with, this Agreement and the sole recourse of the Port Authority and its successors and assigns, and any third-party beneficiary hereof, shall be against the Lessee's assets irrespective of any failure of the Lessee to comply with applicable law or any provision of this Agreement, and (b) neither

the Port Authority nor any of its successors or assigns, nor any third-party beneficiary hereof, shall be subrogated, or have any right of subrogation, to any claim of the Lessee for any capital contributions to the Lessee from any member of the Lessee. The acknowledgments and agreements set forth in this Section 19.7 are made expressly for the benefit of the persons referred to in clauses (1), (2), and (3) above, individually or collectively.

(iii) For the purposes of this Section 19.7, the protections afforded to the Lessee and its related persons or entities under this Section 19.7 shall also apply to and be deemed to protect (a) the Trustee and any successor to the Lessee as may be permitted pursuant to the Lease and (b) any (1) officer, committee member, director, manager, managing director, employee, agent or representative or (2) controlling person, shareholder, member, partner, principal or ultimate beneficial owner, in each case whether direct or indirect, of any of the persons mentioned in clauses (a) or (b) of this Section 19.7(iii) in respect of any obligations hereunder.

19.8. *Beneficiaries.* This Agreement is made solely for the benefit of the Port Authority and the Lessee and no other person or entity (including, without limitation the Bond Insurer and the Trustee ,except to the extent set forth below) shall have any right, benefit or interest under or because of the existence of this Agreement. The Bond Insurer (so long as the Bond Insurance Policy is in force and effect and the Bond Insurer is not in default under the Bond Insurance Policy) and the Trustee shall be third-party beneficiaries of this Agreement solely with respect to the rights provided for them in Sections 6.2(i)(d) – 6.2(i)(f), 6.2(v), 6.2(vi), 6.4 and 19.8 of this Agreement.

19.9. *Non-Interference.* The Port Authority and the Lessee agree that neither party shall intentionally interfere with or manipulate the payment of any sum due under this Agreement so as to unfairly disadvantage the other party.

19.10. *Successors and Assigns.* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, assigns, executors, administrators, trustees, legal representatives and successors.

19.11. *Issuance of Port Authority Subordinated Special Project Bonds.* As contemplated by the Port Authority resolution adopted on April 5, 2001, in the event that the Lessee elects not to request that the Port Authority consider the issuance of the Series 7 Bonds, it may request that the Port Authority consider the issuance of a series of bonds that would be secured by and payable from the same sources as the Series 6 Bonds, on a subordinated basis to the Series 6 Bonds. Similarly to the purposes for which the Series 7 Bonds may be issued, such subordinated bonds would be issued for purposes of the completion of the Terminal 4 Project, including, as appropriate, the reimbursement of amounts expended for such purposes prior to the issuance of such bonds. The issuance of such subordinated bonds would be subject to the Port Authority's further authorization, which may be granted or withheld in its sole and absolute discretion.

19.12. *Completion Costs Fund Not Part of Trust Estate.* The parties hereby expressly agree that the Completion Costs Fund (including any accounts or sub-accounts) and the amounts deposited therein shall not be subject to any mortgage, pledge, security interest or assignment to the Trustee in favor of the Bondholders or otherwise be, or be deemed to be, a part of the Trust Estate or be available for the payment of Debt Service. Notwithstanding the foregoing, the Lessee may submit a Completion Costs Requisition Certificate for up to Ten Million Dollars and No Cents ($10,000,000.00), or such greater amount as is consented to in writing by the Port Authority, to pay capitalized interest attributable to the Series 6 Bonds.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers as of the date first written above.

JFK INTERNATIONAL AIR TERMINAL LLC

By: _____

Name: Johannes Mohrmann
Title: Executive Committee Member
Address:

Telephone:

By: _____

Name:
Title:
Address:

Telephone:

By: _____

Name: Kurt M. Eichler
Title: Executive Committee Member
Address:

Telephone

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: _____

Name:
Title:
Address: One World Trade Center, 67N
New York, New York 10048
Attn: Treasurer
Telephone: (212) 435-7700

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers as of the date first written above.

JFK INTERNATIONAL
AIR TERMINAL LLC

By:

Name:
Title:
Address:

Telephone:

By:

Name:
Title:
Address:

Telephone:

By: _____

Name: Christopher McKenna
Title: Authorized Signatory
Address: Executive Committee Member

Telephone

THE PORT AUTHORITY
OF NEW YORK AND NEW JERSEY

By:

Name:
Title.
Address: One World Trade Center, 67N
New York, New York 10048
Attn: Treasurer
Telephone: (212) 435-7700

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers as of the date first written above.

JFK INTERNATIONAL
AIR TERMINAL LLC

By:

Name:
Title:
Address:

Telephone:

By:

Name:
Title:
Address:

Telephone:

By: _____

Name: Christopher McKenna
Title: Authorized Signatory
Address: Executive Committee Member

Telephone

THE PORT AUTHORITY
OF NEW YORK AND NEW JERSEY

By:

Name:
Title:
Address: One World Trade Center, 67N
New York, New York 10048
Attn: Treasurer
Telephone: (212) 435-7700

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers as of the date first written above.

JFK INTERNATIONAL AIR TERMINAL LLC

By:

Name:
Title:
Address:

Telephone:

By:

Name:
Title:
Address:

Telephone:

By:

Name:
Title:
Address:

Telephone

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: Francis A. DiMola

Name: Francis A. DiMola
Title: Asst. Director - Quisitor
Address: One World Trade Center, 67N
New York, New York 10048
Attn: Treasurer
Telephone: (212) 435-7700

APPROVED	
FORM	TERMS
RA	DH

EXHIBIT A

INVESTMENT/PAYMENT GRID

Investment Date/ Payment Date	Investment Amount/Payment Obligation Paid	Payment Obligation	Notation Made By

Exhibit B

DEBEVOISE & PLIMPTON

919 Third Avenue
New York, NY 10022
Tel 212 909 6000
Fax 212 909 6836
www.debevoise.com

August 10, 2001

Board of Commissioners
The Port Authority of New York
and New Jersey

The Bank of New York, as Trustee

MBIA Insurance Corporation

Ladies and Gentlemen:

We have acted as special counsel to JFK International Air Terminal LLC, a New York limited liability company (the "Company"), in connection with (a) the Supplemental Lease Agreement No. 1 (the "Supplemental Lease"), dated as of the date hereof, between the Company and The Port Authority of New York and New Jersey (the "Port Authority"), (b) the First Supplemental Trust Administration Agreement (the "Supplemental Trust Administration Agreement"), dated as of the date hereof, between the Company and The Bank of New York, as trustee (the "Trustee"), (c) the Second Leasehold Mortgage (the "Leasehold Mortgage"), dated as of the date hereof, between the Company and the Port Authority and (d) the Partial Release of Mortgaged Premises (the "Partial Release"), dated as of the date hereof, executed by the Trustee, as mortgagee.

This opinion is being delivered to you pursuant to Section 3.1(ii) of the Supplemental Lease. Capitalized terms not otherwise defined shall have the respective meanings given to such terms in the Supplemental Lease.

In arriving at the opinions expressed below,

(a) we have reviewed (i) the (A) Supplemental Lease, (B) Leasehold Mortgage, (C) Supplemental Trust Administration Agreement and (D) Partial Release (collectively the "Transactional Documents") and (ii) the MBIA Consent letter, dated as of the date hereof, from MBIA Insurance Corporation to the Trustee and the Port Authority (the

"MBIA Consent Letter"), the Lease, the Leasehold Mortgage and the Trust Administration Agreement;

(b) we have examined and relied on such documents and records of the Company and such other instruments and certificates of (i) public officials, and (ii) officers and representatives of the Company, including the Officer Certificate of the Company, dated the date hereof (delivered pursuant to Section 3.1(i) of the Supplemental Lease), as we have deemed necessary or appropriate for the purposes of this opinion;

(c) we have examined and relied upon the representations and warranties as to factual matters contained in or made pursuant to the Transactional Documents; and

(d) we have made such investigations of law as we have deemed appropriate as a basis for this opinion.

In rendering the opinions expressed below, we have assumed, with your permission, without independent investigation or inquiry, (a) the authenticity of all documents submitted to us as originals, (b) the genuineness of all signatures (other than that of the Company) on all documents that we examined, (c) the conformity to authentic originals of documents submitted to us as certified, conformed or photostatic copies, and (d) the due authorization, execution and delivery of the Transactional Documents by each party to each such agreement (other than that of the Company).

Based upon and subject to the foregoing and the qualifications hereinafter set forth, we are of the opinion that:

(1) Existence. The Company is validly existing as a limited-liability company under the laws of the State of New York.

(2) Power and Authority of Company, etc. The Company has all requisite power under New York law to execute, deliver and perform the Transactional Documents. The Company has taken all action required under New York law and its Amended and Restated Operating Agreement, dated December 16, 1996, among LCOR JFK Airport, L.L.C., Schiphol USA Inc., and Lehman JFK LLC (as amended as of the date hereof) for the authorization, execution, delivery and performance of the Transactional Documents.

(3) Enforceability, etc. Each of the Transactional Documents has been duly executed and delivered on behalf of the Company and constitutes a valid and binding obligation of the Company enforceable against the Company in accordance with its terms.

(4) No Violation, etc. The execution, delivery and performance by the Company of the Transactional Documents do not (i) violate any Federal or New York

State law or regulation applicable to the Company, or (ii) conflict with or breach the provisions of any material agreement or other material instrument known to us to which the Company is a party or to which any of its properties is subject.

(5) The Trustee. Pursuant to the Financing Agreements, and the MBIA Consent Letter, the Trustee is authorized to execute the Supplemental Trust Administration Agreement and the Partial Release.

* * *

Our opinions set forth above are subject to (i) bankruptcy, insolvency, fraudulent conveyance, fraudulent transfer, reorganization, moratorium and other similar laws relating to or affecting creditors' rights or remedies generally, (ii) general equitable principles (whether considered in a proceeding in equity or at law) and (iii) an implied covenant of good faith, reasonableness and fair dealing. In addition, applicable state laws and interpretations may affect the validity or enforceability of certain remedies provided for in the Transactional Documents, but such limitations do not, in our opinion, make the remedies provided for therein inadequate for the practical realization of the rights and benefits intended to be provided thereby (subject to the other qualifications expressed herein).

We express no opinion as to the laws of any jurisdiction other than the laws of the State of New York and those Federal laws of the United States of America which, in our experience, are generally applicable to transactions of this type. We have assumed, with your permission, that the execution and delivery of the Transactional Documents by each party to each such agreement (other than that of the Company) and the performance of such party's obligations thereunder will not violate any fundamental public policy under applicable law (other than the laws of the State of New York and Federal laws of the United States of America).

* * *

The opinions expressed herein are solely for your benefit and, without our prior consent, neither our opinion nor this opinion letter may be furnished or disclosed to or relied upon by any other person.

Very truly yours,

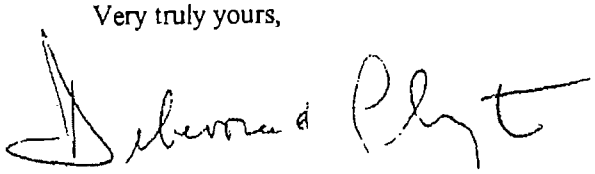


EXHIBIT C

NOTICE OF INVESTMENT

Date of Notice of Investment:_____

Investment Number:_____

Investment Amount:_____

Investment Date:_____

Investment Price:_____

To: The Port Authority of New York and New Jersey
One World Trade Center, 67N
New York, New York 10048
Attention: Treasurer

Pursuant to the Supplemental Lease Agreement No. 1 dated as of August 10, 2001 (the "Agreement") between JFK International Air Terminal LLC (the "Lessee") and The Port Authority of New York and New Jersey (the "Port Authority") relating to the Aggregate Payment Obligation (such term and all other terms of special meaning having the meanings ascribed to such terms in or pursuant to the Agreement), the Lessee requests that the Port Authority pay to the Lessee the Investment Price for Investment Number _____, which obligation is to be incurred by the Lessee in the amount, and on the Investment Date set forth above.

Payment of the Investment Price set forth above shall be made on the Investment Date in accordance with the terms of the Agreement to: The Bank of New York, as Trustee under the Trust Administration Agreement, [wire transfer instructions] (or to any replacement Trustee under the Trust Administration Agreement, as the Lessee may direct) solely for deposit into the Completion Costs Fund.

(I) The Lessee hereby represents and warrants that:

(a) except for any Lock Box Event described in Section II of this Notice of Investment, none of the Aggregate Payment Obligation Events of Default have occurred and are continuing;

(b) except for any Lock Box Event described in Section II of this Notice of Investment, the Lessee has met and will continue to take all action necessary to meet all its obligations under the Financing Documents;

(c) the Agreement, the Lease and the Second Leasehold Mortgage are in full force and effect;

(d) no less than ninety percent (90%) of all funds previously paid into the Completion Costs Fund have been spent for Completion Costs or are allocated to the payment for Completion Costs the liability for which have been incurred by the Lessee prior to the Investment Date;

(e) the Lessee shall use the Investment Price to pay for the following items, which constitute Completion Costs and which have not been the basis of any previous withdrawal from the Completion Costs Fund:

_____

_____

(f) the undersigned is authorized by the Lessee to provide this Notice of Investment to the Port Authority.

(II) The Lessee hereby certifies that the following Lock Box Event(s) has/have occurred and are continuing on the Investment Date [indicate Lock Box Event(s) or insert the word "NONE"]:

_____

_____

The delivery of this Notice of Investment shall be deemed to be a continuing representation and warranty by the Lessee as to the matters set forth in Sections I and II, inclusive, of the immediately preceding paragraph.

JFK INTERNATIONAL AIR TERMINAL LLC

By:

Name:
Title:

By:

Name:
Title:

By:

Name:
Title:

EXHIBIT D

2015 PAYMENT SCHEDULE

Payment Date	Amount of Annual Payment Obligation as a Percentage of the Payment Obligation Outstanding on December 1, 2005
December 1, 2005	
December 1, 2006	
December 1, 2007	
December 1, 2008	
December 1, 2009	
December 1, 2010	
December 1, 2011	
December 1, 2012	
December 1, 2013	
December 1, 2014	
December 1, 2015	

EXHIBIT E

2025 PAYMENT SCHEDULE

Payment Date	Amount of Annual Payment Obligation as a Percentage of the Payment Obligation Outstanding on December 1, 2005
December 1, 2005	
December 1, 2006	
December 1, 2007	
December 1, 2008	
December 1, 2009	
December 1, 2010	
December 1, 2011	
December 1, 2012	
December 1, 2013	
December 1, 2014	
December 1, 2015	
December 1, 2016	
December 1, 2017	
December 1, 2018	
December 1, 2019	
December 1, 2020	
December 1, 2021	
December 1, 2022	
December 1, 2023	
December 1, 2024	
December 1, 2025	

EXHIBIT F

SECOND LEASEHOLD MORTGAGE

between

JFK INTERNATIONAL AIR TERMINAL LLC,
a New York limited liability company

as mortgagor

and

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

as mortgagee

Dated as of August 10, 2001

County of Queens
City of New York
John F. Kennedy International Airport
Block 14260, Lot 1

Record and Return to:

Leases Division
Law Department
Port Authority of New York and New Jersey
One World Trade Center 66 South
Attention: Richard A. Aronow, Esq.

TABLE OF CONTENTS

Section 1. Definitions. 2
Section 2. Grant of Second Leasehold Mortgage and Security Assignment. 3
Section 3. Representations, Warranties and Covenants. 5
Section 4. Payments by the Lessee. 6
Section 5. Insurance. 6
Section 6. Condition of Premises. 7
Section 7. Power of Attorney. 7
Section 8. No Assumption by the Mortgagee. 8
Section 9. Events of Default. 8
Section 10. Rights and Remedies. 8
Section 11. Sale by the Mortgagee. 14
Section 12. Receivers. 15
Section 13. Election of Remedies. 16
Section 14. Application of Proceeds. 16
Section 15. Waiver by the Mortgagor. 17
Section 16. Condemnation. 17
Section 17. Costs of Litigation and Collection. 18
Section 18. Security Agreement. 18
Section 19. Additional Parity Bonds Secured. 19
Section 20. Further Assurances 19
Section 21 Payment by the Mortgagee. 20
Section 22 Mortgagee Expenses. 20
Section 23. Payments Secured. 20
Section 24. Inspection by the Mortgagee. 20
Section 25. Compromise Without Notice. 20
Section 26. Suits Without Acceleration. 20
Section 27. Estoppel Certificate. 21
Section 28. Indemnification. 21
Section 29. Information. 21
Section 30. Invalidity of Certain Provisions/Severability. 22
Section 31. Interest Limitation. 22
Section 32. Lien Law. 22
Section 33. Construction. 23
Section 34. Waiver of Redemption. 23
Section 35. Personal Property Release. 23
Section 36. Discharge of Leasehold Mortgage by the Lessee. 24
Section 37. Delays and Omissions. 24
Section 38. Notices. 24
Section 39. Law Governing The Leasehold Mortgage. 25

Section 40. Sale, Conveyance, Transfer, Mortgage, Pledge, Assignment and Modification. 25
Section 41. Counterparts. 25
Section 42. Titles. 25
Section 43. Miscellaneous 25

LEASEHOLD MORTGAGE

THIS SECOND LEASEHOLD MORTGAGE (hereinafter called the "Leasehold Mortgage"), dated as of August 10, 2001 by JFK INTERNATIONAL AIR TERMINAL LLC, a limited liability company organized under the laws of the State of New York, having an office and place of business at John F. Kennedy International Airport (Terminal 4), Room 161.022, Jamaica, NY 11430 (together with its permitted transferees and assigns being hereinafter called the "Mortgagor") in favor of THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, (together with its permitted transferees and assigns being hereinafter called the "Mortgagee") a body corporate and politic created by Compact between the States of New York and New Jersey with the consent of the Congress of the United States of America and having an office and place of business at One World Trade Center, New York, New York 10048.

WITNESSETH:

WHEREAS, the Mortgagor has agreed to develop and operate an air passenger terminal facility at John F. Kennedy International Airport, Jamaica, New York, pursuant to a lease made effective as of May 13, 1997, bearing Port Authority File No. AYC-685 (hereinafter as the same has been and may hereafter be amended and supplemented called the "Lease"), by and between the Mortgagee, as lessor, and the Mortgagor, as lessee, a memorandum of which was recorded contemporaneously therewith; and

WHEREAS, the Mortgagor and the Bank of New York, as Trustee in favor of Bondholders (hereinafter called the "First Mortgagee"), are parties to a first leasehold mortgage dated as of May 13, 1997 (hereinafter as the same has been and may hereafter be amended and supplemented called the "First Leasehold Mortgage") wherein and whereby the Mortgagor agreed to grant a mortgage of all of its leasehold interest under the Lease to the Bank of New York, for the benefit of the Bondholders; and

WHEREAS, the Mortgagor and the First Mortgagee are parties to Partial Release of Leasehold Mortgage executed and delivered immediately prior to this Leasehold Mortgage; and

WHEREAS, the Mortgagor and the Mortgagee are parties to Supplemental Lease Agreement No. 1 (hereinafter called "Supplement No.1") executed and delivered immediately prior to this Leasehold Mortgage; and

WHEREAS, Supplement No.1 provides inter alia that the Mortgagor shall grant to the Mortagee a second leasehold mortgage to secure the payment of the Aggregate Payment Obligation, as such term is defined in Supplement No.1, by the Lessee, subordinate only to the First Leasehold Mortgage, and on such basis the Mortgagor has agreed to grant a mortgage of all of its leasehold interest under the Lease to the Mortgagee;

NOW, THEREFORE, as a condition precedent to and in consideration of the Port Authority's execution of Supplement No. 1 and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions.

Unless the context shall clearly indicate some other meaning or may otherwise require, capitalized terms used in this Leasehold Mortgage without definition will have the meanings ascribed thereto in the Lease; if no such meanings are ascribed thereto in the Lease, then such capitalized terms shall have the meanings ascribed thereto in the Trust Administration Agreement dated May 13, 1997, by and between the Lessee and The Bank of New York, as trustee (the "Trust Administration Agreement"), in each case as the same may be amended, modified or supplemented from time to time (such meanings to be equally applicable to both the singular and plural forms of the defined terms).

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

"Assignment of Tenant Leases and Rents" means that certain Assignment of Tenant Leases and Rents, dated as of May 13, 1997, by and among the Mortgagor and the First Mortgageeas the same may be amended, supplemented, consolidated, replaced, extended, renewed or otherwise modified from time to time.

"Event of Default" shall have the meaning set forth in Section 9 hereof.

"Leases" shall have the meaning set forth in the Assignment of Tenant Leases and Rents.

"Mortgaged Property" shall mean all of the property, rights and interests granted, mortgaged, pledged, assigned, transferred and conveyed pursuant to Section 2 hereof.

"Obligations" shall have the meaning set forth in Section 2 hereof.

"Port Authority Financing Consent and Agreement" means that certain Port Authority Financing Consent and Agreement, dated as of May 13, 1997, by and among the Mortgagor, the First Mortgagee, MBIA Insurance Corporation and the Mortgagee, as the same may be amended, supplemented, consolidated, replaced, extended, renewed or otherwise modified from time to time.

"Project Agreements" shall have the meaning ascribed to such term in the Assignment of Contracts.

"Rents" shall have the meaning set forth in the Assignment of Tenant Leases and Rents.

"Security Documents" means the Trust Indenture, the Trust Administration Agreement, the First Leasehold Mortgage, this Leasehold Mortgage, the Personal Property Security Interest, the Assignment of Leases and Rents, the Port Authority Assignment of Rents, the Assignment of Contracts, the Guaranty, the Port Authority Financing Consent and Agreement, the Lease Assignment and any and all other instruments, agreements and documents given to secure obligations arising in connection with the Bonds, each as the same may be amended, supplemented, consolidated, replaced, extended, renewed or otherwise modified from time to time.

"Series 6 Bonds" mean the Special Project Bonds of the series established and authorized to be issued by the Resolution.

Section 2. Grant of Second Leasehold Mortgage and Security Assignment.

(a) To secure (i) the payment when due of the Aggregate Payment Obligation, including all of the Semi-Annual Payment Obligations and Annual Payment Obligations, with the maximum amount of the Payment Obligation not to exceed , as may be outstanding from time to time, (collectively, the "Obligations"), the Mortgagor hereby grants, mortgages, pledges, assigns, transfers and sets over to the Mortgagee, subordinate only to the First Leasehold Mortgage and subject to and upon the terms and conditions of this Leasehold Mortgage, all of the Mortgagor's right, title and interest in, to and under the leasehold estate created pursuant to the Lease with respect to the real property described on Exhibit A, attached hereto and made a part hereof, together with any improvements thereon and any and all other, further or additional estates, rights, titles, interests, benefits and other claims, both at law and in equity, which the Mortgagor now has or may in the future have or acquire under or by the terms of the Lease, whether by reason of the exercise of options thereunder or by reason of amendments, modifications, supplements, extensions and renewals of the Lease, of whatsoever nature derived or to be derived by the Mortgagor by virtue of the Lease, including, without limitation, any and all estate, right, title and interest of the Mortgagor in and to any and all buildings and other improvements now or hereafter located on the Premises and all building materials, building equipment and fixtures of every kind and nature located on the Premises or attached to, contained in or used in any such buildings and other improvements, and all appurtenances and additions thereto and betterments, substitutions and replacements thereof acquired by the Mortgagor under the Lease, and the right to exercise all rights of the Mortgagor under the Lease except as otherwise provided therein, and, to the fullest extent possible, but subject to the First Leasehold Mortgage, the Mortgagor hereby unconditionally delegates to the Mortgagee the right to exercise any and all of the Mortgagor's rights under the Lease, delegated to the Mortgagor under the

Lease, except as otherwise provided therein, subject to all of the same terms, covenants, conditions, limitations, reservations and defenses as would be applicable under the Lease, as the case may be, had this delegation not occurred; and

TOGETHER WITH the right, granted to the Mortgagor under the Lease or otherwise, of ingress and egress on and over other portions of the Airport between the Premises and city streets or public ways outside the Airport by means of existing roadways at the Airport to be used in common with others having rights of passage within the Airport, and any substitute means of ingress and egress provided to the Mortgagor under the Lease; and

TOGETHER WITH all of the Mortgagor's right, title and interest to all proceeds of any sale, transfer, financing, refinancing, or conversion into cash or liquidated claims, whether voluntary or involuntary of any of the Mortgaged Property, including, subject to the terms of the Lease and the First Leasehold Mortgage, all insurance proceeds resulting from damage to or destruction of the Premises and all awards resulting from any taking with respect to the Premises; and

TOGETHER WITH all additional estates, right, title and interest of the Mortgagor in and to the Premises, any and all buildings, improvements and fixtures now or hereafter situated thereon and the Mortgaged Property or any part thereof which may from time to time be acquired by the Mortgagor; and all right, title and interest of the Mortgagor in and to any additional property and rights that may from time to time hereafter by installation in the Premises, or by writing of any kind, be subjected to the lien hereof by the Mortgagor or by anyone on their behalf.

Each of the rights granted in this Leasehold Mortgage is and shall be (a) appurtenant to the leasehold estate in the Premises created by the Lease, (b) automatically transferred with any permitted assignment or other transfer of the Lease and the leasehold estate created thereby and (c) coupled with an interest and irrevocable during the term of the Lease.

Except to the extent required for the performance of any of the obligations of the Mortgagor under the Lease, nothing contained in this Leasehold Mortgage shall grant to the Mortgagee any rights whatsoever in the air space above the Premises in excess of a construction height limitation as described on Exhibit 2.2 of the Lease.

PROVIDED, HOWEVER, if the Aggregate Payment Obliation shall be paid in full, discharged or canceled in accordance with Supplemental Agreement No. 1, or this Leasehold Mortgage shall otherwise be discharged in accordance with Section 37 hereof, then the Mortgagee shall cause this Leasehold Mortgage to be reconveyed and the lien and estate thereby and hereby granted to be released.

TO HAVE AND TO HOLD the Mortgaged Property, together with all rights and claims of the Mortgagor therein, to the Mortgagee, its successors and assigns forever, upon the terms and conditions and for the uses hereinafter set forth.

(b) Without limiting the generality of paragraph (a) above, and in order to more fully secure the payment, performance and observance by the Mortgagor of its obligations contained in this Leashold Mortgage and in Supplement No. 1, the Mortgagor, upon the occurrence of an Event of Default and notice by the Port Authority to the Mortgagor and the Bond Insurer of the exercise of its rights under this paragraph (b), irrevocably sells, assigns, transfers and sets over to the Mortgagee, all right, title and interest of the Mortgagor in, to and under the Lease, subject to the rights of the First Mortgagee, including the right to receive without limitation, all amounts of Rents, Leases, insurance proceeds, and requisition, indemnity and other payments of any kind, including all amounts of indemnity payable to the Mortgagor and all rights of the Mortgagor to exercise any election or option or to make any decision or determination or to give any notice, consent, waiver or approval under or in respect of the Lease or to accept any surrender of any Leases or any part thereof, as well as all rights, powers and remedies on the part of the Mortgagor, whether arising under the Lease or by statute or at law or in equity, or otherwise, arising out of any Event of Default under the Lease or any event of default under the Leases.

(c) The Mortgagee may exercise any rights granted hereby in respect of the Mortgaged Property or any remedies (including cure rights) with respect to the Mortgaged Property, subject and subordinate to the First Leasehold Mortgage; provided, however, so long as an Event of Default shall not have occurred and be continuing, the Mortgagee shall not have the right to enter the Premises to cure or prevent any default by the Mortgagor under this Leasehold Mortgage or otherwise take any action that interferes with the Mortgagor's construction, operation or maintenance of the Mortgaged Property.

Section 3. Representations, Warranties and Covenants.

The Mortgagor represents, warrants and covenants to and with the Mortgagee as follows:

(i) The Mortgagor is a limited liability company duly organized and existing in good standing under the laws of the State of New York, is lawfully seized of the Mortgaged Property, has the power and authority to create, pledge and grant the leasehold mortgage as provided in this Leasehold Mortgage, to own its property and assets, and to enter into this Leasehold Mortgage, and its execution, delivery and performance of the obligations hereunder has been duly authorized by all necessary action on the part of the Mortgagor;

(ii) The Mortgaged Property is, and the Mortgagor will keep the Mortgaged Property, free and clear of all liens and encumbrances other than the Permitted Liens. Mortgagor has not heretofore assigned the Mortgaged Property which is assigned hereunder, except pursuant to the Security Documents, and will forever warrant and defend the title to the Mortgaged Property against all claims and demands by, through or under the Mortgagor and will maintain and preserve the validity and priority of the lien of this Leasehold Mortgage so long as any portion of the Aggregate Payment Obligation is outstanding;

(iii) The Mortgagor agrees that it will promptly and fully comply with all the terms, provisions, covenants, conditions, obligations and agreements imposed upon or assumed by the Mortgagor under the Lease, this Leasehold Mortgage and the Security Documents except where non-compliance could not reasonably be expected to have a Material Adverse Effect;

(iv) The Mortgagor agrees that in the event that the Mortgagor fails to perform any of its obligations under this Leasehold Mortgage, the Lease or under the other Security Documents, the Mortgagee shall have the right (but not the obligation), as and to the extent the same is not precluded by the First Mortgage to perform such obligations in accordance with the terms and conditions of this Leasehold Mortgage; provided, however, so long as an Event of Default shall not have occurred and be continuing, the Mortgagee shall not have the right to enter the Premises to cure or prevent any default by the Mortgagor or otherwise take any action that interferes with the Mortgagor's construction, operation or maintenance of the Mortgaged Property.

(v) At the request of the Mortgagee and upon providing the Mortgagor with the appropriate documents, the Mortgagor will execute any documents necessary to record this Leasehold Mortgage and execute any necessary financing statements and, at periodic intervals, continuation statements pursuant to the Uniform Commercial Code as in effect in the State of New York and any other documents required to perfect or continue the perfection of the lien of the leasehold mortgage granted in this Leasehold Mortgage, and will pay all filing or recording costs with respect thereto and all costs of filing or recording this Leasehold Mortgage or any other instrument, agreement or document executed and delivered pursuant to this Leasehold Mortgage in all public offices where filing or recording is deemed by the Mortgagee to be necessary or desirable. The Mortgagor will promptly pay, or cause to be paid, any mortgage recording taxes, fees or other charges, if any, in connection with this Leasehold Mortgage and the other Security Documents.

Section 4. Payments by the Lessee.

Mortgagor will promptly pay, or cause to be paid, the Aggregate Payment Obligation when due and will continue to be liable for the payment of the Aggregate Payment Obligation whether or not the Mortgagor's obligation to pay the Aggregate Payment Obligation has been declared by the Mortgagee to be immediately due and payable pursuant to Section 6 of

Supplement No. 1 until the Aggregate Payment Obligation has been paid in full, notwithstanding any actions which may be brought by the Mortgagee to recover any amount or amounts for Annual Payments or Semi-Annual Payments to which it may be lawfully entitled under the Leaseor this Leasehold Mortgage, or to recover any amount or amounts in respect of taxes, assessments, water rents, sewer rents or other public charges, or fire or other insurance premiums to which it may be lawfully entitled under this Leasehold Mortgage.

Section 5. Insurance.

Section 38 of the Lease containing covenants and agreements of the Mortgagor concerning insurance are incorporated herein by reference as if fully set forth herein. The Mortgagor will continually maintain and keep in full force and effect all policies of insurance required by the terms of the Lease and applicable Project Agreements and will otherwise comply with all of the insurance requirements of the Lease and applicable Project Agreements. As and to the extent the Mortgagor is not so precluded from doing so pursuant to the First Leasehold Mortgage, the Mortgagor hereby assigns and shall deliver to the Mortgagee all insurance proceeds the lessee under the Lease is entitled to under the Lease and does receive as collateral and further security for the Obligations of the Mortgagor secured hereby, and the Mortgagee shall apply such insurance proceeds in accordance with the Lease and the Trust Administration Agreement.

Section 6. Condition of Premises.

(a) The Mortgagor will comply with its obligations under the Lease with respect to the maintenance of the condition and repair of the Mortgaged Property.

(b) Nothing contained in this Leasehold Mortgage, nor any action or inaction of any Mortgagee, shall constitute any consent or request, express or implied, by the Mortgagee (i) for the performance of any labor or services or the furnishing of any materials or other property in respect of the Mortgaged Property or any part thereof, or (ii) as giving the Mortgagor any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property, in such fashion as would permit the making of any claim against any Mortgagee in respect thereof or any claim that any lien based on the performance of such labor or services or the furnishing of such materials or other property is superior to this Leasehold Mortgage or that the property of the Port Authority is subject to any such lien.

Section 7. Power of Attorney.

Upon the occurrence and during the continuance of an Event of Default hereunder, the Mortgagor hereby irrevocably constitutes and appoints the Mortgagee, with full authority in the name, place and stead of Mortgagor to do any and all things required to be done in the Mortgagee's discretion, to carry out the terms and accomplish the purposes of this

Leasehold Mortgage as fully and effectively as the Mortgagor could do, including, but not limited to, the power to endorse the Mortgagor's name to checks, notes or other instruments for the payment of money, to deposit the same for the benefit of Mortgagee and to institute, prosecute and settle all claims of Mortgagor in connection therewith, providing that such appointment shall not in any way affect the right of the Trustee to exercise any power of attorney granted to it pursuant to Section 8 (g) of the First Leasehold Mortgage. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations are paid or satisfied in full and this Leasehold Mortgage is terminated. This power of attorney shall survive the dissolution and liquidation of Mortgagor. The powers conferred upon Mortgagee hereunder are solely to protect its interest and shall not impose any duty upon it to exercise any of such powers.

Section 8. No Assumption by the Mortgagee.

Nothing in this Leasehold Mortgage contained, nor any action or inaction on the part of the Mortgagee in such capacity, is intended or shall be construed as establishing between the Mortgagee and any Sublessee or between the Mortgagee and the Port Authority in its capacity as landlord under the Lease or any party to the Project Agreements, the relationship of lessor and/or lessee or as rendering the Mortgagee responsible or liable to any person for the manner of maintenance of the property demised under or affected by the Subleases, the Lease or the Project Agreements or the conduct of any business therein or as an assumption by the Mortgagee of any liability to any person for the fulfillment of any covenant or obligation of the Subleases, the Lease or the Project Agreements, but the Mortgagor shall at all times remain fully liable in every particular for the fulfillment of all of the terms and conditions thereof and of this Leasehold Mortgage in every particular.

Section 9. Events of Default.

An event of default ("Event of Default") shall mean the declaration by the Mortgagee that the entire Aggregate Payment Obligation is immediately due and payable pursuant to and in accordance with the terms and conditions of Section 6 of Supplement No. 1 including without limitation the grace and stay periods set forth therein..

Section 10. Rights and Remedies.

(a) General.

The Mortgagee shall have those rights and remedies under this Leasehold Mortgage as are specifically provided by this Leasehold Mortgage and Supplement No. 1 subject to the terms and conditions stated herein and therein. Any amounts received by the Mortgagee in the exercise of its rights and remedies under this Leasehold Mortgage shall be applied by the Mortgagee in accordance with Section 15 hereof.

(b) Mortgagor Deemed Lessee.

(i) The Mortgagor, for all purposes under the Lease, shall be deemed to be the tenant under the Lease and the Mortgagee shall not have any right to use or occupy the Mortgaged Property for any of the purposes set forth in Section 6 of the Lease or for any other purpose whatsoever (except as permitted in connection with the exercise of the Mortgagee's rights and remedies under this Leasehold Mortgage or Supplement No. 1 and except for the purpose of preserving the Mortgaged Property to the extent permitted in Supplement No. 1or this Leasehold Mortgage).

(ii) Except as permitted in connection with the exercise of the Mortgagee's rights and remedies under this Leasehold Mortgage or Supplement No. 1, and except for the purpose of preserving the Mortgaged Property to the extent permitted in Supplement No. 1and this Leasehold Mortgage, the Mortgagor shall have as full and complete control of the operation and use of the Mortgaged Property as if this Leasehold Mortgage had not been executed and delivered.

(c) Notice of Default, Foreclosure Notice and Mortgagee's Right to Purchase.

(i) If an Event of Default shall have occurred and be continuing, and the Mortgagee intends to foreclose, the Mortgagee shall give the Mortgagor written notice of its intention to foreclose (a "Foreclosure Notice") and notice of the amount of the Aggregate Payment Obligation and any accrued interest thereon.

(ii) The Mortgagee shall give additional notice to the Mortgagor of the commencement of any proceeding to foreclose upon this Leasehold Mortgage as well as all subsequent pleadings, notices and documents in connection with such proceedings and the termination or discontinuance thereof and any other proceedings to realize on any security interest or separate agreement of the Mortgagor with respect to the Aggregate Payment Obligation.

(iii) Without limiting any other provisions of the Lease, if a purchaser at a foreclosure sale shall acquire title to the Lease and the Mortgagor's leasehold estate thereunder, such purchaser's rights to assign, sell or transfer the leasehold shall be limited as set forth in the Lease.

(d) Incorporation of Additional Rights and Remedies.

(i) Pursuant to certain provisions of the Lease, the Port Authority Financing Consent and Agreement, the Resolution, the Special Project Bond Resolution and the other Security Documents, including, without limitation, Sections 22, 23, 24 and 25 of the Lease, the First Mortgagee has certain rights and remedies upon an 'Event of Default'(as such term is defined in the Lease), including, without limitation, the right to compel an assignment of the

Lease or the right to compel a New Lease, all of which provisions are hereby incorporated herein by reference as if fully set forth herein, and the First Mortgagee shall have the benefit of and be entitled to rely on such provisions, subject to the terms and conditions stated therein, with the same force and effect as if they were set forth in full in this Leasehold Mortgage.

(ii) The Mortgagor hereby agrees with the Mortgagee that the Mortgagee, together with its rights set forth in Section 2 above, shall have all the rights and remedies upon an Event of Default under this Leasehold Mortgage, including, without limitation, the right to compel an assignment of the Lease or the right to compel a New Lease, subject and subordinate only to the rights and remedies of the First Mortgagee under the First Leasehold Mortgage, as if such rights applicable to the First Mortgagee pursuant to certain provisions of the Lease, the Port Authority Financing Consent and Agreement, the Resolution, the Special Project Bond Resolution and the other Security Documents, including, without limitation, Sections 22, 23, 24 and 25 of the Lease, were, subject and subordinate to the rights of the First Mortgagee, available to the Mortgagee as if set forth in full in the Lease and this Leasehold Mortgage

(e) Mortgagee's Ability to Cure Default.

(i) If the Mortgagor defaults under the Lease and fails to cure the same within the time allotted therefor, if any, then the Mortgagor, subject and subordinate only to the rights and remedies of the First Mortgagee under the First Leasehold Mortgage, hereby directs that the lessor under the Lease shall accept and permit the curing of any default under the Lease by the Mortgagee, its designee, including, without limitation, any Interim Terminal Operator appointed in accordance with the Lease as if and with the same force and effect as though cured by the Mortgagor; provided, however, so long as an Event of Default has not occurred and is continuing, the Mortgagee or its designee shall not have the right to enter the Premises to cure or prevent any default by the Mortgagor or otherwise take any action that interferes with the Mortgagor's construction, operation or maintenance of the Mortgaged Property. The curing of any such default by the Mortgagee shall not be deemed to cure any default by the Mortgagor under this Leasehold Mortgage and the Lease and shall not relieve the Mortgagor from any obligation to reimburse the Mortgagee for any costs and expenses incidental to the curing of such defaults.

(ii) Without limiting the generality of the other provisions of this Leasehold Mortgage, and without waiving or releasing the Mortgagor from its obligations hereunder, the Mortgagee may personally, or by its agents or attorneys, including, but not limited to, an Interim Terminal Operator appointed in accordance with the Lease, (but shall not be obligated to) take any action at law or in equity the Mortgagee, in its sole discretion, it deems necessary or desirable to prevent or cure any default by the Mortgagor in the performance of or compliance with any of the Mortgagor's covenants or obligations under the Lease or any Security Document, except where non-compliance could not reasonably be expected to have a Material Adverse Effect, and the Mortgagee and any person designated by the Mortgagee shall have, and are hereby granted, the right to enter upon the Premises to such extent and as often as the

Mortgagee in its sole discretion deems necessary or desirable to prevent or cure any such default by the Mortgagor; provided, however, so long as an Event of Default has not occurred and be continuing, the Mortgagee shall not have the right to enter the Premises to cure or prevent any default by the Mortgagor or otherwise take any action that interferes with the Mortgagor's construction, operation or maintenance of the Mortgaged. The Mortgagee may expend such sums of money as the Mortgagee, in its sole discretion, deems necessary for any such purpose, and the Mortgagor hereby agrees to pay to the Mortgagee, immediately upon demand, all reasonable sums so expended by the Mortgagee, together with interest thereon from the date of disbursement at the Default Rate. All reasonable sums so expended by the Mortgagee and such interest thereon shall be added to the indebtedness of the Mortgagor to Mortgagee and secured by the lien of this Leasehold Mortgage.

(f) Remedies.

(i) In the event that an Event of Default shall have occurred and is continuing, the Mortgagee may in addition to any rights or remedies available to it hereunder, without notice or demand, as it deems advisable to protect and enforce its rights against the Mortgagor and in and to the Mortgaged Property and without impairing or otherwise affecting the other rights and remedies of the Mortgagee, take any one or more of the following actions, at such times and in such order as the Mortgagee shall determine in its sole discretion, subject only to the provisions of the First Leasehold Mortgage. During the continuance of any Event of Default, the Mortgagee personally, or by its agents or attorneys, including, but not limited to, an Interim Terminal Operator, may enter into and upon all or any part of the Premises, and each and every part thereof, and may exclude the Mortgagor, its agents and servants wholly therefrom; and having and holding the same, may use, operate, manage and control the Mortgaged Property and conduct the business thereof, either personally or by its superintendents, managers, agents, servants, attorneys or receivers; and upon every such entry, the Mortgagee, at the expense of the Mortgagor, from time to time, either by purchase, repairs or construction, may maintain and restore the Mortgaged Property, and may insure the same; and likewise, from time to time, at the expense of the Mortgagor, the Mortgagee may make all necessary or proper repairs, renewals and replacements and such useful alterations, additions, betterments and improvements thereto and thereon as to it may seem advisable; and in every such case the Mortgagee shall have the right to manage and operate the Mortgaged Property and to carry on the business thereof and exercise all rights and powers of the Mortgagor with respect thereto, either in the name of the Mortgagor or otherwise as it shall deem best.

(ii) Upon the occurrence and during the continuation of an Event of Default, without limiting the generality of the other provisions of this Leasehold Mortgage or any other rights at law or in equity, the Mortgagee, with or without entry, personally or by its agents or attorneys including, without limitation, an Interim Terminal Operator, insofar as applicable, may:

(1) sell the Mortgaged Property to the extent permitted and pursuant to the procedures provided by law, and all estate, right, title and interest, claim and demand therein, and right of redemption thereof, at one or more sales as an entirety or in parcels, and at such time and place upon such terms and after such notice thereof as may be required or permitted by law;

(2) institute proceedings for the complete or partial foreclosure of this Leasehold Mortgage; or

(3) take such steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Leaseor this Leasehold Mortgage, or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as the Mortgagee shall elect.

(g) Bankruptcy.

(i) The Mortgagor shall not, without the Mortgagee's prior written consent, elect to treat either the Lease or the leasehold estate created thereby as terminated under Subsection 365(h)(1) of the Bankruptcy Code, after rejection or disaffirmance of the Lease by the lessor thereunder or by any trustee of such party, and any such election made without such consent shall, to the extent permitted by law, be void and ineffective.

(ii) Subject to the Mortgagor's right to seek and retain certain offsets as permitted hereunder, the Mortgagor hereby unconditionally assigns, transfers and sets over to the Mortgagee all of the Mortgagor's claims and rights to the payment of damages that may hereafter arise as a result of any rejection or disaffirmance of the Lease by the lessor thereunder or by any trustee of such party, pursuant to the Bankruptcy Code. The Mortgagee shall have and is hereby granted the right to proceed, in its own name or in the name of the Mortgagor, in respect of any claim, suit, action or proceeding relating to the rejection or disaffirmance of the Lease (including, without limitation, the right to file and prosecute, to the exclusion of the Mortgagor, any proofs of claim, complaints, motions, applications, notices and other documents) in any case in respect of the lessor under the Bankruptcy Code. This assignment constitutes a present, irrevocable and unconditional assignment of the foregoing claims, rights and remedies, and shall continue in effect until the Obligations shall have been satisfied and discharged in full. Any amounts received by the Mortgagee as damages arising out of any such rejection of the Lease shall be applied by the Mortgagee in accordance with Section 15 hereof.

(iii) In the event that, pursuant to Subsection 365(h)(2) of the Bankruptcy Code, the Mortgagor seeks to offset against the rental payable under the Lease the amount of any damages caused by the nonperformance by the lessor of such party's obligations under the Lease after rejection or disaffirmance thereof under the Bankruptcy Code, the Mortgagor shall, prior to effecting such offset, notify the Mortgagee in writing of the Mortgagor's intent to do so, setting forth the amounts proposed to be so offset and the basis therefor. The Mortgagee shall have the

right to object in writing (stating the reasons therefor) to all or any part of such offset, and, in the event of such objection, the Mortgagor shall not effect any offset of the amounts so objected to by the Mortgagee. If the Mortgagee shall have failed to object as aforesaid within twenty business (20) days after such notice, the Mortgagor may proceed to effect such offset in the amounts set forth in such notice. Neither the Mortgagee's failure to object as aforesaid nor any objection or other communication between the Mortgagor and the Mortgagee relating to such offset shall constitute an approval by the Mortgagee of any such offset. If, in the best business judgment of the Mortgagor, such offset is justified and the Mortgagee has received the aforesaid notices and has not objected but its time to do so has not expired, the Mortgagor shall have the right to make such offset and shall set aside the offset amount as a reserve to be paid only if the Mortgagee objects within the aforesaid time. The Mortgagor shall indemnify and hold the Mortgagee and its Commissioners, officers, agents and employees harmless from and against any and all claims, demands, actions, suits, proceedings, damages, losses, costs and expenses of every nature whatsoever actually incurred (including, without limitation, reasonable legal fees and disbursements, whether those of its law department or otherwise, arising from or relating to any such offset by the Mortgagor).

(iv) In the event that any action, proceeding, motion or notice shall be commenced or filed by the lessor under the Lease in respect of the Lease or the Mortgaged Property or any part thereof, in connection with any case under the Bankruptcy Code, the Mortgagee shall have, and is hereby granted, the option, to the exclusion of the Mortgagor, exercisable upon notice from the Mortgagee to the Mortgagor, to conduct and control any such litigation with counsel of the Mortgagee's choice. The Mortgagee may proceed, in its own name or in the name of the Mortgagor, in connection with any such litigation, and the Mortgagor agrees to execute any and all powers, authorizations, consents and other documents required by the Mortgagee in connection therewith. The Mortgagor shall, upon demand, pay to the Mortgagee all costs and expenses (including without limitation, reasonable legal fees and disbursements) paid or incurred by the Mortgagee, before and after judgment, in connection with the prosecution or conduct of any such proceedings, and, to the extent permitted by law, such costs and expenses shall be deemed expenses incurred in upholding the lien of this Leasehold Mortgage and added to the Obligations. The Mortgagor shall not, without the prior written consent of the Mortgagee, commence any action, suit, proceeding or case, or file any application or make any motion, in respect of the Lease in any such case under the Bankruptcy Code.

(v) In the event that a petition under the Bankruptcy Code shall be filed by or against the Mortgagor, and the Mortgagor, or anyone claiming through or under the Mortgagor or a trustee in bankruptcy shall have the right to reject the Lease pursuant to Section 365(a) of the Bankruptcy Code or a successor statute, the Mortgagor shall give the Mortgagee at least thirty (30) days' prior written notice of the date on which application shall be made to the court for authority to reject the Lease; provided, however, that if a trustee in bankruptcy shall have a right to reject the Lease in less than thirty (30) days, then the Mortgagor shall give such notice to the Mortgagee immediately upon the Mortgagor's knowledge of such application. The Mortgagee shall have the exclusive right, but not the obligation (subject to the rights of a trustee

in bankruptcy), to exercise said right to reject the Lease and the Mortgagor hereby assigns said right to reject the Lease to the Mortgagee. If the lessor under the Lease, or anyone holding by, through or under the lessor under the Lease or a trustee in bankruptcy shall elect to reject the Lease pursuant to Section 365(a) of the Bankruptcy Code, or a successor statute, thereby giving to the Mortgagor the right to elect to treat the Lease as terminated pursuant to Section 365(h)(1) of the Bankruptcy Code, or a successor statute, the Mortgagee shall have the exclusive right to exercise said right and the Mortgagor hereby assigns said right to treat the Lease as terminated to the Mortgagee. If either of the assignments provided for in this paragraph is held to be unenforceable, then the Mortgagor, anyone claiming by, through or under the Mortgagor or a trustee in bankruptcy, shall not exercise rights purportedly assigned to the Mortgagee without the prior written consent of the Mortgagee, and if the Mortgagee shall give such consent, the Mortgagor, anyone claiming by, through or under the Mortgagor or a trustee in bankruptcy shall promptly exercise either of said rights.

(vi) To the extent permitted by applicable law, the Mortgagor hereby assigns, transfers and sets over to the Mortgagee an exclusive right to apply to the Bankruptcy Court under Subsection 365(d)(4) of the Bankruptcy Code for an order extending the period during which the Lease may be rejected or assumed after the entry of any order for relief in respect of the Mortgagor under Chapter 7 or Chapter 11 of the Bankruptcy Code.

(vii) The rights granted to the Mortgagee under paragraphs 10 (g) (i), (ii), (iii), (iv) or the first two sentences of subparagraph (v) shall apply only if the Port Authority of New York and New Jersey is not the Mortgagee hereunder.

Section 11. Sale by the Mortgagee.

(a) The Mortgagee may adjourn from time to time any sale by it to be made under or by virtue of this Leasehold Mortgage by announcement at the time and place appointed for such sale or for such adjourned sale or sales; and, except as otherwise provided by any applicable provision of law, the Mortgagee, without further notice or publication, may make such sale at the time and place to which the same shall be so adjourned.

(b) Upon the completion of any sale or sales made by the Mortgagee under or by virtue of this Leasehold Mortgage, the Mortgagee, or an officer of any court empowered to do so, shall execute and deliver to the accepted purchaser or purchasers a good and sufficient instrument, or good and sufficient instruments, assigning and transferring all estate, right, title and interest in and to the property and rights sold. The Mortgagee may, at the Mortgagee's option, also foreclose this Leasehold Mortgage for any portion of the sums secured hereby which is then due and payable, subject to the continuing lien of this Leasehold Mortgage for the balance of the Obligations then due. Upon the occurrence and during the continuance of an Event of Default, the Mortgagee is hereby irrevocably appointed the true and lawful attorney-in-fact of the Mortgagor, in its name and stead, to make all necessary conveyances, assignments, transfers and deliveries of the Mortgaged Property and rights so sold and for that purpose the Mortgagee may

execute all necessary instruments of assignment and transfer, and may substitute one or more persons with like power, the Mortgagor hereby ratifying and confirming all that its said attorney-in-fact or such substitute or substitutes shall lawfully do by virtue hereof. Nevertheless, the Mortgagor, if so requested by the Mortgagee, shall ratify and confirm any such sale or sales by executing and delivering to the Mortgagee or to such purchaser or purchasers all such instruments as may be advisable, in the judgment of the Mortgagee, for the purpose, and as may be designated, in such request. Any such sale or sales made under or by virtue of this Leasehold Mortgage, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, shall operate to divest all the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of the Mortgagor in and to the property and rights so sold, and shall be a perpetual bar both at law and in equity against the Mortgagor and against any and all persons claiming or who may claim the same, or any part thereof from, through or under the Mortgagor.

(c) The purchase money, proceeds or avails of any sale made under or by virtue of this Leasehold Mortgage, together with any other sums which then may be held by the Mortgagee under this Leasehold Mortgage, whether under the provisions of this Section 12 or otherwise, shall be applied in the order set forth in Section 15 hereof.

(d) Upon any sale made under or by virtue of this Leasehold Mortgage or any of the other Security Documents, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, the Mortgagee may bid for and acquire the Mortgaged Property and the other property encumbered by the other Security Documents or any part thereof and in lieu of paying cash therefor may make settlement for the purchase price by crediting upon the indebtedness of the Mortgagor secured by this Leasehold Mortgage the net sales price after deducting therefrom the expenses of the sale and the costs of the action and any other sums which the Mortgagee is authorized to deduct under this Leasehold Mortgage.

Section 12. Receivers.

(a) After the happening of any Event of Default (and so long as it continues) and immediately upon the commencement of any action, suit or other legal proceedings by the Mortgagee to obtain judgment for the Aggregate Payment Obligation and other sums required to be paid by the Mortgagor pursuant to any provision of this Leasehold Mortgage, or of any other nature in aid of the enforcement of the Lease or this Leasehold Mortgage, the Mortgagor will and hereby does (i) waive the service of process and enter its voluntary appearance in such action, suit or proceeding, and (ii) if required by the Mortgagee, consent to the appointment of a receiver or receivers in respect of the Mortgaged Property and of all of the earnings, revenues, rents, issues, profits and income thereof. After the happening of any Event of Default and during its continuance, and upon the commencement of any proceedings to foreclose this Leasehold Mortgage, or to enforce the specific performance hereof or in aid thereof or upon the commencement of any other judicial proceeding to enforce any right of the Mortgagee, the

Mortgagee shall be entitled, as a matter of right, if it shall so elect, without the giving of notice to any other party and without regard to the adequacy or inadequacy of any security for the indebtedness, forthwith either before or after declaring the Aggregate Payment Obligation to be due and payable, to the appointment of such a receiver or receivers.

(b) Upon the occurrence and during the continuance of an Event of Default, notwithstanding the appointment of any receiver, liquidator or trustee of the Mortgagor, or of any of its property, or of the Mortgaged Property or any part thereof, the Mortgagee, subject to the rights of the First Mortgagee, shall be entitled to retain possession and control of all property now or hereafter held under this Leasehold Mortgage.

Section 13. Election of Remedies.

(a) If the indebtedness secured hereby is now or hereafter further secured by chattel mortgages, pledges, contracts, guaranties, assignments of leases, or other securities, the Mortgagee may at its option exhaust any one or more of said securities and the security hereunder, either concurrently or independently, and in such order as it may determine.

(b) The rights of the Mortgagee, granted and arising under the clauses and covenants contained in this Leasehold Mortgage, the Lease and in the other Security Documents, shall be separate, distinct and cumulative of other powers and rights herein granted and all other rights which the Mortgagee may have in law or equity, and none of them shall be in exclusion of the others; and all of them are cumulative to the remedies for collection of indebtedness, enforcement of rights under mortgages and preservation of security as provided at law. No act of the Mortgagee shall be construed as an election to proceed under any one provision herein or under the Lease, or Security Documents to the exclusion of any other provision, or an election of remedies to the bar of any other remedy allowed at law or in equity, anything herein or otherwise to the contrary notwithstanding.

Section 14. Application of Proceeds.

Subject to the terms of the First Leasehold Mortgage, all proceeds received by the Mortgagee from the sale or other disposition of this Leasehold Mortgage or from the exercise by the Mortgagee of any right or remedy under this Leasehold Mortgage, whether received from a New Lessee or otherwise, shall be applied for the benefit of the Mortgagee, as follows:

First: to the payment of all costs and expenses reasonably incurred by the Mortgagee in connection with any such sale or other disposition of this Leasehold Mortgage, including, without limitation, all court costs and the reasonable fees and expenses of counsel for the Mortgagee in connection therewith, and the payment of all costs and expenses paid or incurred by the Mortgagee in connection with this Leasehold Mortgage or the exercise of any right or remedy hereunder, to the extent that such advances, costs

and expenses shall not have been paid to the Mortgagee upon its demand therefor; and

Second: for full or partial satisfaction of the Obligations

Section 15. Waiver by the Mortgagor.

The Mortgagor will not at any time insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of any stay or extension or moratorium law, any exemption from execution or sale of the Mortgaged Property or any part thereof, wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Leasehold Mortgage, nor claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Mortgaged Property, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision herein, or pursuant to the decree, judgment or order of any court of competent jurisdiction; nor, after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted to redeem the property so sold or any part thereof and the Mortgagor hereby expressly waives all benefit or advantage of any such law or laws, and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the Mortgagee, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted. The Mortgagor, for itself and all who may claim under it, waives, to the extent that it lawfully may, all right to have the Mortgaged Property marshaled upon any foreclosure hereof.

Section 16. Condemnation.

In the event that pursuant to the terms of Section 34 of the Lease, the Mortgagor shall sell to the Port Authority in its capacity as Lessee under the Lease and the Port Authority in its capacity as lessor under the Lease shall purchase from the Mortgagor so much of the Mortgagor's leasehold interest in the Mortgaged Property as are taken, such purchase pursuant to Section 34 shall be free and clear of this Leasehold Mortgage and any interest of the Mortgagee in its capacity as Mortgagee under this Leasehold Mortgage in the Mortgaged Property. The Mortgagor hereby assigns to the Mortgagee, subject to the rights of the First Mortgagee, the entire consideration for such purchase by the Port Authority in its capacity as lessor under the Lease as collateral and further security for the Obligations and the Mortgagor hereby consents to and directs that the Port Authority pay to the Mortgagee in its capacity as Mortgagee under this Leasehold Mortgage, subject to the rights of the First Mortgagee, as the sole and entire consideration for such purchase by the Port Authority, the amount provided under Section 34 of the Lease. Any amount so paid by the Port Authority to the Mortgagee shall be applied by the Mortgagee as set forth in Section 15 above.

No sale, transfer or assignment by the Mortgagor of its interest in the Mortgaged Property or the Mortgagor's leasehold estate to the Port Authority shall create a merger between the estates of the Port Authority, in its capacity as lessor under the Lease, and the Mortgagor unless the Mortgagor and the Mortgagee consent to such merger in writing, nor shall any such sale, transfer or assignment be deemed to affect or diminish the liabilities of the Mortgagor with respect to the Mortgaged Property, whether for survived damages or otherwise.

It is understood that in the event of termination of the Lease or the transfer of the Mortgagor's interest in all of the Mortgaged Property based upon condemnation in accordance with Section 34 of the Lease, the Port Authority would accelerate the payment of the Aggregate Payment Obligation and the Mortgagor would thereby become obligated to immediately pay the entire Agggregate Payment Obligation (as set forth in Section 6 of Supplement No. 1). However, the Mortgagor's obligation thereunder to pay the entire Agggregate Payment Obligation in such event shall be limited to payment of the difference, if any, between the amount paid by the Port Authority in accordance with Section 34 of the Lease to the First Mortgagee on account of the Accelerated Facility Rental payable by the Mortgagor and the Aggregate Payment Obligation.

Section 17. Costs of Litigation and Collection.

If any action or proceeding is commenced to which the Mortgagee is made a party or in which it becomes necessary, in the opinion of the Mortgagee's counsel, to defend or uphold the lien of this Leasehold Mortgage, or if this Leasehold Mortgage is put into the hands of an attorney for collection, suit, action or foreclosure, all sums expended by the Mortgagee, including reasonable counsel fees, shall be paid by the Mortgagor, together with interest thereon at the Default Rate, and any such sum shall be a further lien on the Mortgaged Property prior to any subsequently attaching or accruing claim or interest and shall be deemed secured by this Leasehold Mortgage; and, in any action or proceedings to foreclose this Leasehold Mortgage, or to recover or collect the indebtedness, the provisions of law respecting the recovery of costs, disbursements and allowances shall prevail unaffected by this covenant.

Section 18. Security Agreement.

This Leasehold Mortgage shall also be considered to be and shall be construed as a security agreement with respect to any Mortgaged Property which is not real property. Upon default hereunder and acceleration of the indebtedness pursuant to the provisions hereof, the Mortgagee may in its discretion require the Mortgagor to assemble the collateral and make it available to the Mortgagee at a place reasonably convenient to all parties to be designated by the Mortgagee. The Mortgagee shall give the Mortgagor written notice of the time and place of any public sale of any of the collateral or of the time after which any private sale or other intended disposition thereof is to be made by sending notice to the Mortgagor at least ten (10) business days before the time of the sale or other disposition, which provisions for notice the Mortgagor agrees are reasonable.

Section 19. Additional Parity Bonds Secured.

The Mortgagor and the Mortgagee understand and agree that the Mortgagee may, from time to time, establish and authorize the issuance and sale of additional series of Special Project Bonds for purposes of the Project on a parity basis with the Series 6 Bonds, and the same pledges, mortgages, security interests and assignments applicable to the Series 6 Bonds, including without limitation the First Leasehold Mortgage, may be extended to each of such additional series in the Special Project Bond Series Resolution pertaining to such series, and the Mortgagor and the Mortgagee shall execute such documents as may reasonably be required by the Mortgagee acting at the request of either the Mortgagor or the Mortgagee to accomplish such purposes.

Section 20. Further Assurances

The Mortgagor will from time to time within ten (10) business days after request by the Mortgagee, execute, acknowledge and deliver any further instrument or instruments, including but not limited to mortgages, assignments, assignments of leases, security agreements, financing statements, renewal affidavits, certificates, continuation statements, assignments, or other documents or instruments that the Mortgagee may request in order to reaffirm, correct, protect, preserve, continue, extend or maintain the evidence of the Obligations hereby secured and the lien and security interest hereof to all or any part of the Mortgaged Property intended to be hereby mortgaged, whether now mortgaged, later substituted for, or acquired subsequent to the date of this Leasehold Mortgage and any extension or modification thereof. The Mortgagor will, upon demand, pay any reasonable expenses incurred by the Mortgagee in the preparation, execution and filing of any such documents.

Section 21 Payment by the Mortgagee.

If the Mortgagor fails to pay any claim, lien or encumbrance which is prior or junior to this Leasehold Mortgage, or when due, any rent or payment due and under the Lease, or tax or assessment or insurance premium, or to keep the Mortgaged Property or personal property in repair, or shall commit or permit waste, or if there be commenced any action or proceeding affecting all or any part of the Mortgaged Property or personal property or the title thereto, then the Mortgagee, at its option, may pay such rent, claim, lien, encumbrance, tax, assessment, or premium, with right of subrogation thereunder, may make such repairs and take such steps as the Mortgagee deems advisable to prevent or cure, if any, such waste, and may appear in any such action or proceeding and retain counsel therein, and take any action therein as the Mortgagee deems advisable, and for any of said purposes the Mortgagee may advance such sums of money as it deems necessary; provided, however, so long as an Event of Default shall not have occurred and be continuing, the Mortgagee shall not have the right to enter the Premises to cure or prevent any default by the Mortgagor or otherwise take any action that interferes with the Mortgagor's construction, operation or maintenance of the Mortgaged Property.

Section 22 Mortgagee Expenses.

In addition to securing the payment of the Obligations, this Leasehold Mortgage shall further secure payment of any and all additional indebtedness owing by the Mortgagor to the Mortgagee for advances, charges, expenses or fees reasonably made, incurred, or expended by the Mortgagee pursuant to this Leasehold Mortgage.

Section 23. Payments Secured.

The Mortgagor will pay to the Mortgagee within ten (10) business days after notice and without further demand therefor by the Mortgagee, all sums of money advanced by the Mortgagee to cure a default pursuant to this Leasehold Mortgage, together with interest on each such advancement from the date of disbursement at the Default Rate, and all such sums and such interest thereon shall be secured hereby.

Section 24. Inspection by the Mortgagee.

The Mortgagee and any persons authorized by the Mortgagee shall have the right to enter and inspect the Premises at all reasonable times upon reasonable notice. The Mortgagee shall not have any duty to make any such inspection and shall not incur any liability or obligation for not making such inspection.

Section 25. Compromise Without Notice.

Any action, suit or proceeding brought by the Mortgagee pursuant to this Leasehold Mortgage or otherwise, and any claim made by any such person under this Leasehold Mortgage or otherwise, may be compromised, withdrawn or otherwise dealt with by such person without any notice to or approval of the Mortgagor.

Section 26. Suits Without Acceleration.

After the expiration of any applicable period of notice, the Mortgagee shall have the right from time to time to sue for any sums, whether the Aggregate Payment Obligation due under Supplement No. 1, any taxes, penalties, or any other sums required to be paid under the terms of this Leasehold Mortgage, as the same become due, without regard to whether or not all of the said sums shall be due on demand, and without prejudice to the right of the Mortgagee thereafter to enforce any appropriate remedy against the Mortgagor, including sale under this Leasehold Mortgage, or any other action, for a default or defaults by the Mortgagor existing at the time such earlier action was commenced.

Section 27. Estoppel Certificate.

The Mortgagor, upon request, made either personally or by mail, shall certify by a writing, duly acknowledged, to the Mortgagee or to any proposed assignee of any interest in this Leasehold Mortgage, the amount of the Obligations then owing under this Leasehold Mortgage and whether any offsets or defenses exist against such indebtedness within ten (10) business days after its receipt of such request.

Section 28. Indemnification.

The Mortgagor will protect, indemnify and save harmless the Mortgagee from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) (the "Indemnity Claims") imposed upon or incurred by or asserted against the Mortgagee by reason of (a) the Mortgagee's interest in the Mortgaged Property or receipt of any sum therefrom (including any income, franchise, license, business or excess profits tax, other than taxes on Mortgagee's income in respect of payments received by Mortgagee in connection with the Aggregate Payment Obligation), (b) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Premises or any part thereof or the adjoining sidewalks, curbs, vaults and vault space, if any, streets or ways, (c) any use, non-use or condition of the Premises or any part thereof or the adjoining sidewalks, curbs, vaults and vault space, if any, streets or ways, (d) any failure on the part of the Mortgagor to perform or comply with any of the terms of this Leasehold Mortgage, (e) the performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof, or (f) claims which may be asserted against the Mortgagee by reason of any alleged obligation or undertaking on Mortgagor's part to perform or discharge any of the terms, covenants or agreements contained in the Lease or the Project Agreements; provided that the Mortgagor shall not be obligated to protect, indemnify or hold harmless any indemnified party to the extent that any Indemnity Claim arises out of or results from the negligence, willful misconduct or bad faith of the indemnified party. Any amounts payable to the Mortgagee under this Section 29 which are not paid within ten (10) business days after written demand therefor by such Mortgagee shall bear interest from the date of such demand at the Default Rate. In case any action, suit or proceeding is brought against the Mortgagee by reason of any such occurrence, the Mortgagor, upon Mortgagee's request, will at the Mortgagor's expense, resist and defend such action, suit or proceeding or will cause the same to be resisted and defended by counsel designated by the Mortgagor and approved by such Mortgagee.

Section 29. Information.

At the time of delivery of financial statements under the Continuing Disclosure Agreement, the Mortgagor will deliver to the Mortgagee a certificate stating that, to the best of its knowledge and belief based on due diligence, no condition or event exists which constitutes, or which (after notice or lapse of time or both) would constitute, an Event of Default, or if any

such condition or event exists, specifying the nature and period of existence thereof and what action it is taking or proposes to take with respect thereto.

Section 30. Invalidity of Certain Provisions/Severability.

All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Leasehold Mortgage invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law. If any term of this Leasehold Mortgage shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of other terms of this Leasehold Mortgage shall in no way be affected thereby. If any provision hereof or of any of the written instruments evidencing part or all of the Obligations is invalid or unenforceable under any statute, regulation or rule of law in any jurisdiction, such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform to such statute, regulation or rule of law to the extent permitted in keeping with the intentions of the parties hereto, and the remainder of this Leasehold Mortgage and the application of any such invalid or unenforceable provision to parties, jurisdictions or circumstances other than to whom or to which it is held invalid or unenforceable, shall not be affected thereby nor shall same affect the validity or enforceability of any other provision of this Leasehold Mortgage.

Section 31. Interest Limitation.

It is not intended by any provision of this Leasehold Mortgage or other Security Documents to charge interest or premium at a rate in excess of the maximum rate of interest permitted to be charged to the Mortgagor under applicable law on a cumulative basis. Nevertheless, if by mistake any payment in excess of such maximum rate shall be paid for any period, the excess amount shall be retained by Mortgagee or, if required by applicable law, be refunded to the Mortgagor.

Section 32. Lien Law.

This Leasehold Mortgage is subject to the trust fund provisions of Section 13 of the New York Lien Law. The Mortgagor will indemnify and hold the Mortgagee harmless against any loss or liability, cost or expense, including, without limitation, any judgments, attorneys' fees, costs of appeal bonds and printing costs, arising out of or relating to any proceeding instituted by any claimant alleging a violation by the Mortgagor of any Section of Article 3-A of the Lien Law. No statement contained in the preceding two sentences constitutes an admission or agreement by the Mortgagee that it is subject to the provisions of the New York Lien Law.

such condition or event exists, specifying the nature and period of existence thereof and what action it is taking or proposes to take with respect thereto.

Section 30. Invalidity of Certain Provisions/Severability.

All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Leasehold Mortgage invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law. If any term of this Leasehold Mortgage shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of other terms of this Leasehold Mortgage shall in no way be affected thereby. If any provision hereof or of any of the written instruments evidencing part or all of the Obligations is invalid or unenforceable under any statute, regulation or rule of law in any jurisdiction, such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform to such statute, regulation or rule of law to the extent permitted in keeping with the intentions of the parties hereto, and the remainder of this Leasehold Mortgage and the application of any such invalid or unenforceable provision to parties, jurisdictions or circumstances other than to whom or to which it is held invalid or unenforceable, shall not be affected thereby nor shall same affect the validity or enforceability of any other provision of this Leasehold Mortgage.

Section 31. Interest Limitation.

It is not intended by any provision of this Leasehold Mortgage or other Security Documents to charge interest or premium at a rate in excess of the maximum rate of interest permitted to be charged to the Mortgagor under applicable law on a cumulative basis. Nevertheless, if by mistake any payment in excess of such maximum rate shall be paid for any period, the excess amount shall be retained by Mortgagee or, if required by applicable law, be refunded to the Mortgagor.

Section 32. Lien Law.

This Leasehold Mortgage is subject to the trust fund provisions of Section 13 of the New York Lien Law. The Mortgagor will indemnify and hold the Mortgagee harmless against any loss or liability, cost or expense, including, without limitation, any judgments, attorneys' fees, costs of appeal bonds and printing costs, arising out of or relating to any proceeding instituted by any claimant alleging a violation by the Mortgagor of any Section of Article 3-A of the Lien Law. No statement contained in the preceding two sentences constitutes an admission or agreement by the Mortgagee that it is subject to the provisions of the New York Lien Law.

Section 33. Construction.

The clauses and covenants contained in this Leasehold Mortgage which are construed by Sections 254 and 271 of the New York Real Property Law shall be construed as provided in those Sections, except that the provisions of subsection 4 of said Section 254 shall not in any manner apply to or construe the provisions of this Leasehold Mortgage; the additional clauses and covenants contained herein shall afford rights supplemental to and not exclusive of the rights conferred by the clauses and covenants construed by said Sections 254 and 271 and shall not impair, modify, alter or defeat such rights (except that the provisions of Section 34 hereof shall be exclusive of and shall be in substitution for the rights which would be conferred by the clauses and covenants construed by said subsection 4 of said Section 254), notwithstanding that such additional clauses and covenants may relate to the same subject matter or provide for different or additional rights in the same or similar contingencies as the clauses and covenants construed by said Sections 254 and 271; and in the event of any inconsistencies between the provisions of Sections 254 and 271 and the provisions of this Leasehold Mortgage, the provisions of this Leasehold Mortgage shall prevail.

Section 34. Waiver of Redemption.

The Mortgagor hereby waives any and all rights to recover and regain the Mortgaged Property and all rights of redemption, granted by or under any present or future law in the event it is evicted or dispossessed for any cause, or in the event the Port Authority in its capacity as lessor under the Lease or as Mortgagee obtains possession of the Mortgaged Property in any lawful manner.

Section 35. Personal Property Release.

So long as an Event of Default shall not have occurred and be continuing, the Mortgagor shall have the right to remove free and clear of this Leasehold Mortgage any part or all of the Mortgaged Property which is not real property at any time , or to substitute therefore any other property of the Mortgagor of a type or character or function similar to that which is removed, provided that, except with respect to any part of such property with a value of less than $250,000.00 or the removal or substitution of any part of such property in the ordinary course of business, (i) the Mortgagor shall deliver written notice of such intended removal or substitution to the Mortgagee at least ten (10) days prior thereto other than in the case of an emergency or if the giving of notice is not reasonably practical, (ii) any such substitute item of property of the Mortgagor shall be located at the Premises, including such property substituted in the ordinary course of business, and (iii) the Mortgagor shall deliver a certificate of an authorized officer of the Mortgagor to the Mortgagee stating that such removal or substitution shall not have a Material Adverse Effect.

Section 36. Discharge of Leasehold Mortgage by the Lessee.

This Leasehold Mortgage shall be deemed satisfied, discharged and of no further force and effect upon the payment in full of the Aggregate Payment Obligation and the Mortgagee shall execute and deliver to the Port Authority and the Mortgagor all documents, in recordable form, that may be required or reasonably requested to evidence the discharge and satisfaction of this Leasehold Mortgage.

Section 37. Delays and Omissions.

Any failure or delay by the Mortgagee to require strict performance by the Mortgagor of any of the provisions, warranties, terms and conditions contained in this Leasehold Mortgage, Supplement No. 1, or in any other agreement, document or instrument, shall not affect the right of the Mortgagee to demand strict compliance and performance therewith, and any waiver of any default shall not affect or constitute a waiver of any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions and terms contained in this Leasehold Mortgage, Supplement No. 1, or in any other agreement, document or instrument shall be deemed to have been waived by any act or knowledge of the Mortgagee, its agents, officers or employees, but only by an instrument in writing, signed by the Mortgagee and specifying such waiver.

The Mortgagor hereby consents to any lawful act by the Mortgagee for the purpose of taking lawful possession of the Mortgaged Property after an Event of Default and subject to the provisions of this Leasehold Mortgage, Supplement No. 1 and the Lease.

Section 38. Notices.

All notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the offices of such officer or representative during regular business hours, or forwarded to him or her or to the party at such address by registered or certified mail postage prepaid. The Mortgagor shall from time to time designate, in writing, any office within the Port of New York District and an officer or representative whose regular place of business is at such office upon whom notices and requests may be served. Until further notice, the Mortgagee hereby designates its Executive Director, and the Mortgagor designates its General Manager as their officers or representatives upon whom notices and requests may be served, and the Mortgagee designates its office at One World Trade Center, 67 East, New York, New York 10048, and the Mortgagor designates its office at John F. Kennedy International Airport (Terminal 4), Room 161.022, Jamaica, NY 11430, as their respective offices where notices and requests may be served. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof. Copies of all such notices, directions, requests, consents and approvals

given by the Mortgagor or the Mortgagee shall also be contemporaneously given to the Trustee and the Bond Insurer.

Section 39. LAW GOVERNING THE LEASEHOLD MORTGAGE.

THE EFFECT AND MEANING OF THIS LEASEHOLD MORTGAGE AND THE RIGHTS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF.

Section 40. Sale, Conveyance, Transfer, Mortgage, Pledge, Assignment and Modification.

This Leasehold Mortgage, or any part hereof, may be sold, conveyed, transferred, mortgaged, pledged, assigned, modified or amended by Mortgagor only by a written instrument signed by the Mortgagee, provided, that the Mortgagee agrees that this Leasehold Mortgage may be assigned by the Mortgagor in its entirety, simultaneously with an assignment in its entirety of the Lease, under the same terms and conditions provided in paragraph (a) of Section 5 of the Lease, and at the request of the Mortgagor, the Mortgagee shall execute any document that may be required or reasonably requested to accomplish such assignment. Notwithstanding anything to the contrary contained herein, this Leasehold Mortgage shall survive an assignment under the Lease Assignment, and this Leasehold Mortgage shall remain in full force and effect.

Section 41. Counterparts.

This Leasehold Mortgage may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 42. Titles.

Titles to the sections of this Leasehold Mortgage are solely for the convenience of the parties and are not an aid in the interpretation of this Leasehold Mortgage or any part hereof.

Section 43. Miscellaneous.

(a) Immunity of Commissioners, Officers, Agents, Representatives and Employees of the Port Authority

Neither the Commissioners of the Mortgagee nor any of the officers, agents, representatives or employees of the Mortgagee nor any of the officers, agents,

representatives or employees shall be charged personally with any liability or held liable under any term or provision of this Leasehold Mortgage.

(b) Effect of Leasehold Mortgage.

This Leasehold Mortgage shall be binding upon and solely for the benefit of the parties hereto and their respective legal representatives, successors and assigns.

(c) Statement Regarding Residential Dwelling Units.

The real property subject to this Leasehold Mortgage is not principally improved or to be improved by one or more structures containing in the aggregate not more than six residential dwelling units, each having its own cooking facilities.

(d) Limitation on Disposition of the Mortgagor's Interest in the Lease.

The Mortgagee shall require that any transferee, assignee or purchaser of the Mortgagor's leasehold estate under the Leaseor any New Lessee shall assume the rights and obligations, from and after date of assumption, of the Mortgagor under the Security Documents.

(e) Exhibit A.

With respect to Exhibit A, the coordinates, expressed in feet, and bearings refer to the grid systems of the Borough of Queens Topographical Bureau.

(f) Non-liability of Individuals; Limitations on Recourse

(i) Notwithstanding any other provision of this Leasehold Mortgage to the contrary, no (x) Commissioner, director, employee, committee member, manager, managing director, officer, agent, representative, nor any (y) owner, shareholder, member, partner, controlling Person, principal, or ultimate beneficial owner, in each case, whether direct or indirect, of the Mortgagee or of the Mortgagor or any Affiliate of the Mortgagee or the Mortgagor or of any of the foregoing, shall be charged personally or held contractually liable by or to the other party, or any third-party beneficiary hereof, under, or in connection with, any term or provision of this Leasehold Mortgage or of any supplement, modification or amendment to this Leasehold Mortgage or because of any breach thereof, or because of its or their execution or attempted execution.

(ii) Notwithstanding any other provision of this Leasehold Mortgage to the contrary, and as a material consideration for the Mortgagor's entry into this Leasehold Mortgage,

it is acknowledged and agreed that: (x) neither the Mortgagee (or any of its successors or assigns), nor any third party beneficiary hereof, shall have any recourse or shall make any claim under or in connection with this Leasehold Mortgage, against (i) any member of the Mortgagor, or (ii) any of the Affiliates of the Mortgagor or of any such member, or (iii) any (A) officer, committee member, director, manager, managing director, employee, agent, representative or (B) owner, shareholder, member, partner, principal, controlling Person or ultimate beneficial owner in each case, whether direct or indirect, of any of the Persons mentioned in clauses (i) and (ii) above, under, or in connection with, this Leasehold Mortgage and the sole recourse of the Mortgagee (or its successors or assigns) and any third party beneficiary hereof shall be against the Mortgagor's assets irrespective of any failure of the Mortgagor to comply with applicable Law or any provision of this Leasehold Mortgage, and (y) neither the Mortgagee (or its successors or assigns) nor any third party beneficiary hereof shall be subrogated, or have any right of subrogation, to any claim of the Mortgagor for any capital contributions to the Mortgagor from any member of the Mortgagor. The acknowledgements and agreements set forth in this paragraph (f) are made expressly for the benefit of the Persons referred to in clauses (i), (ii) and (iii) above, individually or collectively.

(iii) For the purposes of this paragraph (f), the protections afforded to the Mortgagor under this paragraph (f) shall be deemed to protect any successor to the Mortgagor, any Interim Terminal Operator or any Qualified Terminal Operator and any director, manager, managing director, controlling person, direct or indirect shareholder, member, partner, principal, ultimate or indirect shareholder, owner, officer or agent thereof in respect of any obligations hereunder or under any of the Security Documents.

(g) No Merger. So long as any of the Obligations secured hereby shall remain unpaid or unsatisfied, unless Mortgagee shall otherwise consent in writing, the leasehold interest in the Premises or any other interest of the Mortgagor or Mortgagee in the Mortgaged Property or the Obligations or other security therefore shall not merge with any other interest therein, but shall always be kept separate and distinct, notwithstanding the union of said title either in the Mortgagor, Mortgagee or in any other party, by purchase or otherwise.

(h) Successors and Assigns. The terms, covenants, conditions and warranties contained herein and the powers granted hereby shall run with the land, shall inure to the benefit of and bind all parties hereto and their respective heirs, executors, administrators, successors and assigns. Except as permitted under Section 5 of the Lease and Section 41 hereof and the First Leasehold Mortgage, the Mortgagor shall not assign any of its rights or obligations hereunder to any party without the written consent of the Mortgagee. The Mortgagee may assign any of its rights or obligations hereunder at any time to any party subject to the terms of the Lease and such assignment shall benefit its heirs, executors, administrators, successors and assigns.

(i) No Partnership. Nothing contained herein shall be deemed to constitute the parties hereto as partners or joint venturers in any manner or matter whatsoever.

(j) Interpretation and Construction of Agreement. Whenever appropriate herein or required by the context or circumstances, the masculine shall be construed as a

feminine and/or neuter, the singular as the plural and vice versa. All rules of construction of drafting ambiguities applicable under Section 81 of the Lease shall apply equally to this Leasehold Mortgage.

* * * * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Leasehold Mortgage to be executed by their duly authorized officers, all as of the day and year first above written.

MORTGAGOR:

JFK INTERNATIONAL ~~AIR~~ TERMINAL LLC

By: _____
Name:
Title:

By: _____
Name:
Title

By: _____
Name:
Title:

MORTGAGEE:

PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Leasehold Mortgage to be executed by their duly authorized officers, all as of the day and year first above written.

MORTGAGOR:

JFK INTERNATIONAL AIR TERMINAL LLC

By: _____
Name:
Title:

By: _____
Name:
Title

By: _____
Name: Christopher McKenna
Title: Authorized Signatory

MORTGAGEE:

PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Leasehold Mortgage to be executed by their duly authorized officers, all as of the day and year first above written.

MORTGAGOR:

JFK INTERNATIONAL AIR TERMINAL LLC

By: _____
Name:
Title:

By: _____
Name:
Title

By: _____
Name:
Title:

MORTGAGEE:

PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

FORM
APP'D.

By: _____
Name: Francis A. DiMile
Title: Asst. Director - Quiet

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

On the 9th day of August in the year 2001, before me, the undersigned, a Notary Public in and for said state, personally appeared, Johannes C. Mohrmann 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.

Karen L Chun

(notarial seal and stamp)

KAREN L. CHUN
Notary Public, State of New York
No. 31-4745323
Qualified in New York County
Commission Expires November 30, 2001

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

On the 9th day of August in the year 2001, before me, the undersigned, a Notary Public in and for said state, personally appeared, Kurt Eicher 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.

Karen L Chun
(notarial seal and stamp)

KAREN L. CHUN
Notary Public, State of New York
No. 31-4745323
Qualified in New York County
Commission Expires November 30, 2001

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

On the 10th day of August in the year 2001, before me, the undersigned, a Notary Public in and for said state, personally appeared Christopher McKenna 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)

MARYANN VENE
Notary Public, State of New York
No. 01VE6000184
Qualified in Richmond County
Commission Expires Dec. 8, 2001

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

On the 10th day of August in the year 2001 , before me, the undersigned, a Notary Public in and for said state, personally appeared, Francis A. Di Mola 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.

Marie Carolle Tertulien
(notarial seal and stamp)

MARIE CAROLLE TERTULIEN
NOTARY PUBLIC, State of New York
No. 01TE6051440
Qualified in Kings County
Commission Expires Nov. 27, 20 02

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

On the day of in the year 2001 , 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.

(notarial seal and stamp)

EXHIBIT G

JFK INTERNATIONAL AIR TERMINAL-TERMINAL 4 PROJECT

SCOPE REDUCTION ANALYSIS-SUMMARY

Deferred Post DBO Scope of Work	Current JFKIAT Estimate		
Airside		3,925,081	Refer A/S-021
Landside		1,348,695	Refer L/S-036
Mobile Lounge		3,000,000	
Sub-Total		8,273,776	
Remobilization *		1,726,224	
TOTAL		10,000,000	

Notes:

* Estimates to be confirmed by trades.

LEASE NO. AYC-685: EXHIBIT 8.3.A

(Reference Section 8(I)(d)(i))

Equity Capital Investment Funding and Balance: **Sufficient Funds for all Payments**

	2002 Q2	2002 Q3	2002 Q4	2002	2003 Q1	2003 Q2	2003 Q3	2003 Q4	2003	2004 Q1	2004 Q2	2004 Q3
Available Net Cash Flow after Ninth Priority Level	$2,641,790	$2,641,790	$2,641,790	$10,567,159	$2,944,919	$2,944,919	$2,944,919	$2,944,919	$11,779,674	$2,832,138	$2,832,138	$2,832,138
Equity Capital Investment Funding	$1,007,151	$1,007,151	$1,007,151	$4,028,603	$1,007,151	$1,007,151	$1,007,151	$1,007,151	$4,028,603	$1,007,151	$1,007,151	$1,007,151
Available Net Cash Flow after Tenth Priority Level	$1,634,639	$1,634,639	$1,634,639	$6,538,556	$1,937,768	$1,937,768	$1,937,768	$1,937,768	$7,751,071	$1,824,987	$1,824,987	$1,824,987

				6	7	8		9	10	11	12		13	14	15
Equity Capital Investment Balance															
	Investment	Interest	Amort.												
Beginning Balance	$15,000,000	12.50%	5	12,033,430	11,385,881	10,718,982		10,032,153	9,324,798	8,596,306	7,846,044		7,073,361	6,277,588	5,458,034
Funding Due with respect to Current Period				1,007,151	1,007,151	1,007,151		1,007,151	1,007,151	1,007,151	1,007,151		1,007,151	1,007,151	1,007,151
Funding Due with respect to Previous Period				0	0	0		0	0	0	0		0	0	0
Interest due on Previous Period Funding				0	0	0		0	0	0	0		0	0	0
Funding Paid				1,007,151	1,007,151	1,007,151		1,007,151	1,007,151	1,007,151	1,007,151		1,007,151	1,007,151	1,007,151
Interest Portion of Funding Due				359,602	340,251	320,321		299,797	278,658	256,888	234,468		211,377	187,597	163,106
Interest Portion of Funding Paid				359,602	340,251	320,321		299,797	278,658	256,888	234,468		211,377	187,597	163,106
Non-funded Interest				0	0	0		0	0	0	0		0	0	0
Principal Portion of Funding Due (1)				647,549	666,900	686,829		707,354	728,492	750,262	772,683		795,773	819,554	844,045
Principal Portion of Funding Paid (1)				647,549	666,900	686,829		707,354	728,492	750,262	772,683		795,773	819,554	844,045
Non-funded Principal (1)				0	0	0		0	0	0	0		0	0	0
Ending Balance				11,385,881	10,718,982	10,032,153		9,324,798	8,596,306	7,846,044	7,073,361		6,277,588	5,458,034	4,613,989

Notes:

(1). Amount shown (Funding Portion) is interest during Pre-DBO payment periods (Interest Only periods).

(2). The assumed Effective Date is May 15, 1997, and the assumed DBO is January 1, 2001

LEASE NO. AYC-685: EXHIBIT 8.3.A

(Reference Section 8(f)(d)(i))

Equity Capital Investment Funding and Balance: **Sufficient Funds for all Payments**

	2004 Q4	2004	2005 Q1	2005 Q2	2005 Q3	2005 Q4	2005	2006 Q1	2006 Q2	2006 Q3	2006 Q4	2006
Available Net Cash Flow after Ninth Priority Level	$2,832,136	$11,328,552	$3,096,467	$3,096,467	$3,096,467	$3,096,467	$12,385,866	$896,467	$3,096,467	$3,096,467	$3,096,467	$10,185,866
Equity Capital Investment Funding	$1,007,151	$4,028,603	$1,007,151	$1,007,151	$1,007,151	$1,007,151	$4,028,603	$0	$0	$0	$0	$0
Available Net Cash Flow after Tenth Priority Level	$1,824,987	$7,299,950	$2,089,316	$2,089,316	$2,089,316	$2,089,316	$8,357,263	$896,466	$3,096,467	$3,096,467	$3,096,467	$10,185,866
	16		17	18	19	20		21	22	23	24	
Equity Capital Investment Balance												
Investment $15,000,000 / Interest 12.50% / Amort. 5												
Beginning Balance	4,613,969		3,744,721	2,849,476	1,927,477	977,927		0	0	0	0	
Funding Due with respect to Current Period	1,007,151		1,007,151	1,007,151	1,007,151	1,007,151		0	0	0	0	
Funding Due with respect to Previous Period	0		0	0	0	0		0	0	0	0	
Interest due on Previous Period Funding	0		0	0	0	0		0	0	0	0	
Funding Paid	1,007,151		1,007,151	1,007,151	1,007,151	1,007,151		0	0	0	0	
Interest Portion of Funding Due	137,882		111,906	85,153	57,600	29,224		0	0	0	0	
Interest Portion of Funding Paid	137,882		111,906	85,153	57,600	29,224		0	0	0	0	
Non-funded Interest	0		0	0	0	0		0	0	0	0	
Principal Portion of Funding Due (1)	869,268		895,245	921,998	949,551	977,927		0	0	0	0	
Principal Portion of Funding Paid (1)	869,268		895,245	921,998	949,551	977,927		0	0	0	0	
Non-funded Principal (1)	0		0	0	0	0		0	0	0	0	
Ending Balance	3,744,721		2,849,476	1,927,477	977,927	(0)		0	0	0	0	

Notes:

(1). Amount shown (Funding Portion) is interest during Pre-DBO payment periods (Interest Only periods).

(2). The assumed Effective Date is May 15, 1997, and the assumed DBO is January 1, 2001

INITIALED:

FOR THE PORT AUTHORITY

FOR THE LESSEE

LEASE NO. AYC-685: EXHIBIT 8.3.B

(Reference Section 8(I)(d)(i))

Equity Capital Investment Funding and Balance: **Funding deficiencies assumed in 1998, 2003 and 2006**

	1997 Q2	1997 Q3	1997 Q4	1997	1998 Q1	1998 Q2	1998 Q3	1998 Q4	1998	1999 Q1	1999 Q2	1999 Q3
Available Net Cash Flow after Ninth Priority Level	$1,240,946	$1,240,946	$1,240,946	$3,722,837	$812,615	$812,615	$812,615	$812,615	$3,251,280	$43,325	$793,325	$793,325
Equity Capital Investment Funding	$280,158	$448,254	$448,254	$1,176,666	$448,254	$448,254	$448,254	$448,254	$1,793,014	$43,325	$793,325	$522,362
Available Net Cash Flow after Tenth Priority Level	$960,787	$792,692	$792,692	$2,546,171	$364,561	$364,561	$364,561	$364,561	$1,458,246	$0	$0	$270,963

Equity Capital Investment Balance												
	Investment	Interest	Amort.									
Beginning Balance	$15,000,000	12.50%	5	15,000,000	15,000,000	15,000,000		15,000,000	15,000,000	15,000,000	15,000,000		15,000,000	15,404,929	15,071,958
Funding Due with respect to Current Period				280,158	448,254	448,254		448,254	448,254	448,254	448,254		448,254	460,354	450,404
Funding Due with respect to Previous Period				0	0	0		0	0	0	0		0	404,929	71,958
Interest due on Previous Period Funding				0	0	0		0	0	0	0		0	0	0
Funding Paid				280,158	448,254	448,254		448,254	448,254	448,254	448,254		43,325	793,325	522,362
Interest Portion of Funding Due				280,158	448,254	448,254		448,254	448,254	448,254	448,254		448,254	460,354	450,404
Interest Portion of Funding Paid				280,158	448,254	448,254		448,254	448,254	448,254	448,254		43,325	460,354	450,404
Non-funded Interest				0	0	0		0	0	0	0		404,929	0	0
Principal Portion of Funding Due (1)				0	0	0		0	0	0	0		0	404,929	71,958
Principal Portion of Funding Paid (1)				0	0	0		0	0	0	0		0	332,971	71,958
Non-funded Principal (1)				0	0	0		0	0	0	0		0	71,958	0
Ending Balance				15,000,000	15,000,000	15,000,000		15,000,000	15,000,000	15,000,000	15,000,000		15,404,929	15,071,958	15,000,000

Notes:

(1). Amount shown (Funding Portion) is interest during Pre-DBO payment periods (Interest Only periods).

(2). The assumed Effective Date is May 15, 1997, and the assumed DBO is January 1, 2001

LEASE NO. AYC-685: EXHIBIT 8.3.B

(Reference Section 8(I)(d)(i))

Equity Capital Investment Funding and Balance: **Funding deficiencies assumed in 1999, 2003 and 2005**

	1999 Q4	1999	2000 Q1	2000 Q2	2000 Q3	2000 Q4	2000	2001 Q1	2001 Q2	2001 Q3	2001 Q4	2001	2002 Q1
Available Net Cash Flow after Ninth Priority Level	$793,325	$2,423,300	$5,034,126	$5,034,126	$5,034,126	$5,034,126	$20,136,503	$2,747,383	$2,747,383	$2,747,383	$2,747,383	$10,989,530	$2,641,790
Equity Capital Investment Funding	$448,254	$1,807,265	$448,254	$448,254	$448,254	$448,254	$1,793,014	$1,007,151	$1,007,151	$1,007,151	$1,007,151	$4,028,603	$1,007,151
Available Net Cash Flow after Tenth Priority Level	$345,071	$616,035	$4,585,872	$4,585,872	$4,585,872	$4,585,872	$18,343,488	$1,740,232	$1,740,232	$1,740,232	$1,740,232	$6,960,928	$1,634,639
								1	2	3	4		5
Equity Capital Investment Balance													
Investment $15,000,000 / Interest 12.50% / Amort 5													
Beginning Balance	15,000,000		15,000,000	15,000,000	15,000,000	15,000,000		15,000,000	14,441,103	13,865,504	13,272,704		12,662,189
Funding Due with respect to Current Period	448,254		448,254	448,254	448,254	448,254		1,007,151	1,007,151	1,007,151	1,007,151		1,007,151
Funding Due with respect to Previous Period	0		0	0	0	0		0	0	0	0		0
Interest due on Previous Period Funding	0		0	0	0	0		0	0	0	0		0
Funding Paid	448,254		448,254	448,254	448,254	448,254		1,007,151	1,007,151	1,007,151	1,007,151		1,007,151
Interest Portion of Funding Due	448,254		448,254	448,254	448,254	448,254		448,254	431,552	414,351	396,636		378,391
Interest Portion of Funding Paid	448,254		448,254	448,254	448,254	448,254		448,254	431,552	414,351	396,636		378,391
Non-funded Interest	0		0	0	0	0		0	0	0	0		0
Principal Portion of Funding Due (1)	0		0	0	0	0		558,897	575,599	592,800	610,515		628,759
Principal Portion of Funding Paid (1)	0		0	0	0	0		558,897	575,599	592,800	610,515		628,759
Non-funded Principal (1)	0		0	0	0	0		0	0	0	0		0
Ending Balance	15,000,000		15,000,000	15,000,000	15,000,000	15,000,000		14,441,103	13,865,504	13,272,704	12,662,189		12,033,430

Notes:

(1) Amount shown (Funding Portion) is interest during Pre-DBO payment periods (Interest Only periods).

(2). The assumed Effective Date is May 15, 1997, and the assumed DBO is January 1, 2001

LEASE NO. AYC-685: EXHIBIT 8.3.B
(Reference Section 8(I)(d)(i))
Equity Capital Investment Funding and Balance: **Funding deficiencies assumed in 1999, 2003 and 2005**

	2002 Q2	2002 Q3	2002 Q4	2002	2003 Q1	2003 Q2	2003 Q3	2003 Q4	2003	2004 Q1	2004 Q2	2004 Q3
Available Net Cash Flow after Ninth Priority Level	$2,641,790	$2,641,790	$2,641,790	$10,567,159	$244,919	$2,944,919	$2,944,919	$2,944,919	$9,079,674	$2,832,138	$2,832,138	$2,832,138
Equity Capital Investment Funding	$1,007,151	$1,007,151	$1,007,151	$4,028,603	$244,919	$1,792,161	$1,007,151	$1,007,151	$4,051,381	$1,007,151	$1,007,151	$1,007,151
Available Net Cash Flow after Tenth Priority Level	$1,634,639	$1,634,639	$1,634,639	$6,538,556	$0	$1,152,758	$1,937,768	$1,937,768	$5,028,293	$1,824,987	$1,824,987	$1,824,987

				6	7	8		9	10	11	12		13	14	15
Equity Capital Investment Balance															
	Investment	Interest	Amort.												
Beginning Balance	$15,000,000	12.50%	5	12,033,430	11,385,681	10,718,982		10,032,153	10,007,031	8,596,306	7,846,044		7,073,361	6,277,588	5,458,034
Funding Due with respect to Current Period				1,007,151	1,007,151	1,007,151		1,007,151	1,007,151	1,007,151	1,007,151		1,007,151	1,007,151	1,007,151
Funding Due with respect to Previous Period				0	0	0		0	762,232	0	0		0	0	0
Interest due on Previous Period Funding				0	0	0		0	22,778	0	0		0	0	0
Funding Paid				1,007,151	1,007,151	1,007,151		244,919	1,792,161	1,007,151	1,007,151		1,007,151	1,007,151	1,007,151
Interest Portion of Funding Due				359,602	340,251	320,321		299,797	301,437	256,888	234,468		211,377	187,597	163,106
Interest Portion of Funding Paid				359,602	340,251	320,321		244,919	301,437	256,888	234,468		211,377	187,597	163,106
Non-funded Interest				0	0	0		54,878	0	0	0		0	0	0
Principal Portion of Funding Due (1)				647,549	666,900	686,829		707,354	1,490,724	750,262	772,683		795,773	819,554	844,045
Principal Portion of Funding Paid (1)				647,549	666,900	686,829		0	1,490,724	750,262	772,683		795,773	819,554	844,045
Non-funded Principal (1)				0	0	0		707,354	0	0	0		0	0	0
Ending Balance				11,385,881	10,718,982	10,032,153		10,007,031	8,596,306	7,846,044	7,073,361		6,277,588	5,458,034	4,613,989

Notes:
(1). Amount shown (Funding Portion) is Interest during Pre-DBO payment periods (Interest Only periods).
(2). The assumed Effective Date is May 15, 1997, and the assumed DBO is January 1, 2001

LEASE NO. AYC-685: EXHIBIT 8.3.B

(Reference Section 8(1)(d)(i))

Equity Capital Investment Funding and Balance: **Funding deficiencies assumed in 1999, 2003 and 2005**

	2004 Q4	2004	2005 Q1	2005 Q2	2005 Q3	2005 Q4	2005	2006 Q1	2006 Q2	2006 Q3	2006 Q4	2006
Available Net Cash Flow after Ninth Priority Level	$2,832,138	$11,328,552	$3,096,467	$3,096,467	$3,096,467	$596,467	$9,885,866	$271,467	$2,471,467	$2,471,467	$2,471,467	$7,685,866
Equity Capital Investment Funding	$1,007,151	$4,028,603	$1,007,151	$1,007,151	$1,007,151	$596,467	$3,617,918	$271,467	$156,017	$0	$0	$427,484
Available Net Cash Flow after Tenth Priority Level	$1,824,987	$7,299,950	$2,089,316	$2,089,316	$2,089,316	$0	$6,267,948	$0	$2,315,449	$2,471,467	$2,471,467	$7,258,382
	16		17	18	19	20		21	22	23	24	
Equity Capital Investment Balance												
Investment $15,000,000 / Interest 12.50% / Amort 5												
Beginning Balance	4,613,989		3,744,721	2,849,476	1,927,477	977,927		410,684	151,490	0	0	
Funding Due with respect to Current Period	1,007,151		1,007,151	1,007,151	1,007,151	1,007,151		0	0	0	0	
Funding Due with respect to Previous Period	0		0	0	0	0		410,684	151,490	0	0	
Interest due on Previous Period Funding	0		0	0	0	0		12,273	4,527	0	0	
Funding Paid	1,007,151		1,007,151	1,007,151	1,007,151	596,467		271,457	156,017	0	0	
Interest Portion of Funding Due	137,882		111,906	85,153	57,600	29,224		0	0	0	0	
Interest Portion of Funding Paid	137,882		111,906	85,153	57,600	29,224		0	0	0	0	
Non-funded Interest	0		0	0	0	0		0	0	0	0	
Principal Portion of Funding Due (1)	869,268		895,245	921,998	949,551	977,927		0	0	0	0	
Principal Portion of Funding Paid (1)	869,268		895,245	921,998	949,551	567,243		0	0	0	0	
Non-funded Principal (1)	0		0	0	0	410,684		0	0	0	0	
Ending Balance	3,744,721		2,849,476	1,927,477	977,927	410,684		151,490	0	0	0	

Notes:

(1). Amount shown (Funding Portion) is interest during Pre-DBO payment periods (Interest Only periods)

(2) The assumed Effective Date is May 15, 1997, and the assumed DBO is January 1, 2001

INITIALED:

DAK

FOR THE PORT AUTHORITY

FOR THE LESSEE

LEASE NO. AYC-685: EXHIBIT 8.4.A
(Reference Section 8(f)(d)(ii)(2))
Second Additional Land Rental Funding and Balance: **2016 Mode - Funding deficiencies assumed in 2007 and 2010**

	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006 Q1	2006 Q2	2006 Q3	2006 Q4	2006
Available Net Cash Flow after Tenth Priority Level	$3,768,738	$1,458,246	$1,380,286	$18,343,488	$6,960,928	$6,536,556	$6,751,072	$7,299,950	$8,357,264	$2,893,203	$2,893,203	$2,893,203	$2,893,203	$11,572,810
Second Additional Land Rental	$0	$0	$0	$0	$0	$0	$0	$0	$0	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$4,000,000
Available Net Cash Flow after Eleventh Priority Level	$3,768,738	$1,458,246	$1,380,286	$18,343,488	$6,960,928	$6,536,556	$6,751,072	$7,299,950	$8,357,264	$1,893,203	$1,893,203	$1,893,203	$1,893,203	$7,572,810

						1	2	3	4	5	21	22	23	24	
Second Additional Land Rental Balance:															
	Investment	Interest	Amort.												
Beginning Balance	$40,000,000	0.00%	15	40,000,000	40,000,000	40,000,000	40,000,000	40,000,000	40,000,000	40,000,000	40,000,000	39,000,000	38,000,000	37,000,000	
Funding Due with respect to Current Period				0	0	0	0	0	0	0	1,000,000	1,000,000	1,000,000	1,000,000	
Funding Due with respect to Previous Period				0	0	0	0	0	0	0	0	0	0	0	
Interest due on Previous Period Funding				0	0	0	0	0	0	0	0	0	0	0	
Funding Paid				0	0	0	0	0	0	0	1,000,000	1,000,000	1,000,000	1,000,000	
Interest Portion of Funding Due				0	0	0	0	0	0	0	0	0	0	0	
Interest Portion of Funding Paid				0	0	0	0	0	0	0	0	0	0	0	
Non-funded Interest				0	0	0	0	0	0	0	0	0	0	0	
Principal Portion of Funding Due				0	0	0	0	0	0	0	1,000,000	1,000,000	1,000,000	1,000,000	
Principal Portion of Funding Paid				0	0	0	0	0	0	0	1,000,000	1,000,000	1,000,000	1,000,000	
Non-funded Principal				0	0	0	0	0	0	0	0	0	0	0	
Ending Balance				40,000,000	40,000,000	40,000,000	40,000,000	40,000,000	40,000,000	40,000,000	39,000,000	38,000,000	37,000,000	36,000,000	
Deferred Second Additional Land Rental Balance:															
Beginning Balance						0	2,469,896	5,134,783	7,944,308	10,928,715	14,098,896	14,921,807	15,742,025	16,559,508	
Deferred Second Additional Land Rental						2,433,799	2,433,799	2,433,799	2,433,799	2,433,799	606,450	593,239	578,027	562,816	2,342,532
Interest Earnings on Quarterly Deferred Rentals						56,097	56,097	56,097	56,097	56,097	0	0	0	0	0
Interest Earnings on Deferred Balance						0	154,990	319,627	494,512	680,284	214,462	226,979	239,456	251,891	932,788
Ending Balance						2,489,896	5,134,783	7,944,308	10,928,715	14,098,896	14,921,807	15,742,025	16,559,508	17,374,215	
Assumed Special Project Bond Rate:	6.22%														

Notes:
1 For Quarterly periods, the "Interest Earnings on Quarterly Deferred Rentals" are included in "Interest Earnings on Deferred Balance."
2. The assumed Effective Date is May 15, 1997, and the assumed DSO is January 1, 2001

LEASE NO. AYC-685: EXHIBIT 8.4.A
(Reference Section 8(I)(d)(ii)(2))
Second Additional Land Rental Funding and Balance: **2015 Mode - Funding deficiencies assumed in 2007 and 2010**

	2007 Q1	2007 Q2	2007 Q3	2007 Q4	2007	2008	2009	2010 Q1	2010 Q2	2010 Q3	2010 Q4	2010	2011
Available Net Cash Flow after Tenth Priority Level	$3,045,238	$545,238	$3,045,238	$3,045,238	$9,680,953	$12,634,255	$12,818,714	$3,346,116	$3,346,116	$3,346,116	$346,116	$13,384,465	$13,600,599
Second Additional Land Rental	$1,000,000	$545,238	$1,454,762	$1,000,000	$4,000,000	$4,000,000	$4,000,000	$1,000,000	$1,000,000	$1,000,000	$346,116	$3,346,116	$4,130,777
Available Net Cash Flow after Eleventh Priority Level	$2,045,238	$0	$1,590,477	$2,045,238	$5,680,953	$8,634,255	$8,818,714	$2,346,116	$2,346,116	$2,346,116	$0	$7,038,349	$9,469,823
	25	26	27	28		8	9	37	38	39	40		11
Second Additional Land Rental Balance:													
Investment $40,000,000													
Interest 0.00%													
Amort. 15													
Beginning Balance	36,000,000	35,000,000	34,454,762	33,000,000		32,000,000	28,000,000	24,000,000	23,000,000	22,000,000	21,000,000		20,653,884
Funding Due with respect to Current Period	1,000,000	1,000,000	1,000,000	1,000,000		4,000,000	4,000,000	1,000,000	1,000,000	1,000,000	1,000,000		4,130,777
Funding Due with respect to Previous Period	0	0	454,762	0		0	0	0	0	0	0		0
Interest due on Previous Period Funding	0	0	0	0		0	0	0	0	0	0		0
Funding Paid	1,000,000	545,238	1,454,762	1,000,000		4,000,000	4,000,000	1,000,000	1,000,000	1,000,000	346,116		4,130,777
Interest Portion of Funding Due	0	0	0	0		0	0	0	0	0	0		0
Interest Portion of Funding Paid	0	0	0	0		0	0	0	0	0	0		0
Non-funded Interest	0	0	0	0		0	0	0	0	0	0		0
Principal Portion of Funding Due	1,000,000	1,000,000	1,454,762	1,000,000		4,000,000	4,000,000	1,000,000	1,000,000	1,000,000	1,000,000		4,130,777
Principal Portion of Funding Paid	1,000,000	545,238	1,454,762	1,000,000		4,000,000	4,000,000	1,000,000	1,000,000	1,000,000	346,116		4,130,777
Non-funded Principal	0	454,762	0	0		0	0	0	0	0	653,884		0
Ending Balance	35,000,000	34,454,762	33,000,000	32,000,000		28,000,000	24,000,000	23,000,000	22,000,000	21,000,000	20,653,884		16,523,107
Deferred Second Additional Land Rental Balance:													
Beginning Balance	17,374,215	18,186,104	18,995,131	19,808,170		20,611,448	23,794,178	26,926,035	27,700,684	28,471,904	29,239,645		29,239,645
Deferred Second Additional Land Rental	547,605	532,394	524,100	501,971	2,106,070	1,855,772	1,612,392	365,070	349,859	334,647	319,436	1,369,012	1,162,434
Interest Earnings on Quarterly Deferred Rentals	0	0	0	0	0	43,949	38,339	0	0	0	0	0	28,006
Interest Earnings on Deferred Balance	264,283	276,633	288,940	301,307	1,131,163	1,283,009	1,481,128	409,579	421,382	433,093	444,771	1,708,805	1,820,092
Ending Balance	18,186,104	18,995,131	19,808,170	20,611,448		23,794,178	26,926,035	27,700,684	28,471,904	29,239,645	30,003,852		32,250,177
Assumed Special Project Bond Rate: 6.22%													

Notes:
1. For Quarterly periods, the "Interest Earnings on Quarterly Deferred Rentals" are included in "Interest Earnings on Deferred Balance."
2. The assumed Effective Date is May 15, 1997, and the assumed DBO is January 1, 2001

LEASE NO. PAC-885: EXHIBIT 8.4.A
(Reference Section 8(T)(d)(ii)(2))
Second Additional Land Rental Funding and Balance: **2015 Mode - Funding deficiencies assumed in 2007 and 2010**

	2012	2013	2014	2015
Available Net Cash Flow after Tenth Priority Level	$14,238,178	$13,413,704	$13,938,277	$14,349,256
Second Additional Land Rental	$4,130,777	$4,130,777	$4,130,777	$4,130,777
Available Net Cash Flow after Eleventh Priority Level	$10,107,400	$9,282,927	$9,807,501	$10,218,479

				12	13	14	15
Second Additional Land Rental Balance:							
	Investment	Interest	Amort.				
Beginning Balance	$40,000,000	0.00%	15	16,523,107	12,392,330	8,261,553	4,130,777
Funding Due with respect to Current Period				4,130,777	4,130,777	4,130,777	4,130,777
Funding Due with respect to Previous Period				0	0	0	0
Interest due on Previous Period Funding				0	0	0	0
Funding Paid				4,130,777	4,130,777	4,130,777	4,130,777
Interest Portion of Funding Due				0	0	0	0
Interest Portion of Funding Paid				0	0	0	0
Non-funded Interest				0	0	0	0
Principal Portion of Funding Due				4,130,777	4,130,777	4,130,777	4,130,777
Principal Portion of Funding Paid				4,130,777	4,130,777	4,130,777	4,130,777
Non-funded Principal				0	0	0	0
Ending Balance				12,392,330	8,261,553	4,130,777	0

		12	13	14	15
Deferred Second Additional Land Rental Balance:					
Beginning Balance		32,250,177	35,190,977	38,057,704	40,845,747
Deferred Second Additional Land Rental		911,097	859,780	408,423	157,086
Interest Earnings on Quarterly Deferred Rentals		22,213	16,420	10,627	4,634
Interest Earnings on Deferred Balance		2,007,490	2,190,547	2,368,994	2,542,542
Ending Balance		35,190,977	38,057,704	40,845,747	43,550,208
Assumed Special Project Bond Rate:	6.22%				

INITIALED:
DAK
FOR THE PORT AUTHORITY
FOR THE LESSEE

LEASE NO. AYC-685: EXHIBIT 8.4.B

(Reference Section 8(I)(d)(ii)(Z))

Second Additional Land Rental Funding and Balance: **Extended Mode - Assumed Conversion Date of Jan. 1, 2003: Funding deficiencies assumed in 2004 and 2007**

	1997	1998	1999	2000	2001	2002	2003	2004 Q1	2004 Q2	2004 Q3	2004 Q4	2004
Available Net Cash Flow after Tenth Priority Level	$3,768,738	$1,458,246	$1,380,286	$18,343,488	$6,960,928	$6,538,556	$8,356,758	$3,459,846	$3,459,846	$459,846	$3,459,846	$10,839,383
Second Additional Land Rental	$0	$0	$0	$0	$0	$0	$2,433,799	$608,450	$608,450	$459,846	$759,314	$2,436,060
Available Net Cash Flow after Eleventh Priority Level	$3,768,738	$1,458,246	$1,380,286	$18,343,488	$6,960,928	$6,538,556	$5,921,959	$2,851,396	$2,851,396	$0	$2,700,532	$8,403,324

							1	2	3	13	14	15	16	
Second Additional Land Rental Balance:	Investment	Interest	Amort											
Beginning Balance	$40,000,000	6.22%	25	40,000,000	40,000,000	40,000,000	40,000,000	40,000,000	40,000,000	40,000,000	40,000,000	40,000,000	40,148,604	
Funding Due with respect to Current Period				0	0	0	0	0	2,433,799	608,450	608,450	608,450	610,710	
Funding Due with respect to Previous Period				0	0	0	0	0	0	0	0	0	148,604	
Interest due on Previous Period Funding				0	0	0	0	0	0	0	0	0	0	
Funding Paid				0	0	0	0	0	2,433,799	608,450	608,450	459,846	759,314	
Interest Portion of Funding Due				0	0	0	0	0	2,433,799	608,450	608,450	608,450	610,710	
Interest Portion of Funding Paid				0	0	0	0	0	2,433,799	608,450	608,450	459,846	610,710	
Non-funded Interest				0	0	0	0	0	0	0	0	148,604	0	
Principal Portion of Funding Due				0	0	0	0	0	0	0	0	0	148,604	
Principal Portion of Funding Paid				0	0	0	0	0	0	0	0	0	148,604	
Non-funded Principal				0	0	0	0	0	0	0	0	0	0	
Ending Balance				40,000,000	40,000,000	40,000,000	40,000,000	40,000,000	40,000,000	40,000,000	40,000,000	40,148,604	40,000,000	

Deferred Second Additional Land Rental Balance:				
Beginning Balance	0	2,489,896	5,134,782	
Deferred Second Additional Land Rental	2,433,799	2,433,799	0	
Interest Earnings on Quarterly Deferred Rentals	56,097	56,097	0	
Interest Earnings on Deferred Balance	0	154,990	0	
Ending Balance	2,489,896	5,134,782		
Assumed Special Project Bond Rate	6.22%			

Notes:

1 Assumes New York City lease extension occurs in the fourth quarter of 2002.

2 The assumed Effective Date is May 15, 1997, and the assumed DSO is January 1, 2001

LEASE NO. AYC-685: EXHIBIT 8.4.B

(Reference Section 8(l)(d)(ii)(2))

Second Additional Land Rental Funding and Balance: **Extended Mode - Assumed Conversion Date of Jan. 1, 2003: Funding deficiencies assumed in 2004 and 2007**

	2005 Q1	2005 Q2	2005 Q3	2005 Q4	2005	2006 Q1	2006 Q2	2006 Q3	2006 Q4	2006	2007 Q1	2007 Q2
Available Net Cash Flow after Tenth Priority Level	$3,448,998	$3,448,998	$3,448,998	$3,448,998	$13,795,990	$4,680,406	$4,680,406	$4,680,406	$4,680,406	$18,721,624	$3,090,394	$90,394
Second Additional Land Rental	$608,450	$608,450	$608,450	$608,450	$2,433,799	$867,817	$867,817	$867,817	$867,817	$3,471,267	$867,817	$90,394
Available Net Cash Flow after Eleventh Priority Level	$2,840,548	$2,840,548	$2,840,548	$2,840,548	$11,362,191	$3,812,589	$3,812,589	$3,812,589	$3,812,589	$15,250,357	$2,222,578	$0

				17	18	19	20		21	22	23	24		25	26
Second Additional Land Rental Balance:															
	Investment	Interest	Amort												
Beginning Balance	$40,000,000	6.22%	25	40,000,000	40,000,000	40,000,000	40,000,000		40,000,000	39,740,633	39,477,321	39,210,004		38,938,620	38,663,108
Funding Due with respect to Current Period				608,450	608,450	608,450	608,450		867,817	867,817	867,817	867,817		867,817	867,817
Funding Due with respect to Previous Period				0	0	0	0		0	0	0	0		0	0
Interest due on Previous Period Funding				0	0	0	0		0	0	0	0		0	0
Funding Paid				608,450	608,450	608,450	608,450		867,817	867,817	867,817	867,817		867,817	90,394
Interest Portion of Funding Due				608,450	608,450	608,450	608,450		608,450	604,505	600,499	596,433		592,305	588,114
Interest Portion of Funding Paid				608,450	608,450	608,450	608,450		608,450	604,505	600,499	596,433		592,305	90,394
Non-funded Interest				0	0	0	0		0	0	0	0		0	497,720
Principal Portion of Funding Due				0	0	0	0		259,367	263,312	267,317	271,384		275,512	279,703
Principal Portion of Funding Paid				0	0	0	0		259,367	263,312	267,317	271,384		275,512	0
Non-funded Principal				0	0	0	0		0	0	0	0		0	279,703
Ending Balance				40,000,000	40,000,000	40,000,000	40,000,000		39,740,633	39,477,321	39,210,004	38,938,620		38,663,108	39,160,828

Deferred Second Additional Land Rental Balance:	
Beginning Balance	
Deferred Second Additional Land Rental	
Interest Earnings on Quarterly Deferred Rentals	
Interest Earnings on Deferred Balance	
Ending Balance	
Assumed Special Project Bond Rate	6.22%

Notes:

1 Assumes New York City lease extension occurs in the fourth quarter of 2002

2 The assumed Effective Date is May 15, 1997, and the assumed DBO is January 1, 2001

LEASE NO. AYC-685: EXHIBIT 8.4.B

(Reference Section 8(I)(d)(ii)(2))

Second Additional Land Rental Funding and Balance: **Extended Mode - Assumed Conversion Date of Jan. 1, 2003: Funding deficiencies assumed in 2004 and 2007**

	2007 Q3	2007 Q4	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Available Net Cash Flow after Tenth Priority Level	$3,090,394	$3,090,394	$9,361,577	$21,991,715	$27,354,521	$29,493,915	$29,582,110	$30,112,681	$30,988,130	$32,524,039	$33,771,178	$34,645,419
Second Additional Land Rental	$1,657,065	$867,817	$3,483,092	$3,471,267	$3,471,267	$3,471,267	$3,471,267	$3,471,267	$3,471,267	$3,471,267	$3,471,267	$3,471,267
Available Net Cash Flow after Eleventh Priority Level	$1,433,330	$2,222,578	$5,878,485	$18,520,448	$23,883,254	$26,022,648	$26,110,843	$26,641,414	$27,516,863	$29,052,772	$30,299,911	$31,174,152
	27	28		29	33	37	41	45	49	53	57	61
Second Additional Land Rental Balance:												
Investment $40,000,000 / Interest 6.22% / Amort. 25												
Beginning Balance	39,160,828	38,099,449		37,811,172	36,613,543	35,341,365	33,989,998	32,554,511	31,029,668	29,409,909	27,689,323	25,861,635
Funding Due with respect to Current Period	867,817	867,817		3,471,267	3,471,267	3,471,267	3,471,267	3,471,267	3,471,267	3,471,267	3,471,267	3,471,267
Funding Due with respect to Previous Period	777,422	0		0	0	0	0	0	0	0	0	0
Interest due on Previous Period Funding	11,826	0		0	0	0	0	0	0	0	0	0
Funding Paid	1,657,065	867,817		3,471,267	3,471,267	3,471,267	3,471,267	3,471,267	3,471,267	3,471,267	3,471,267	3,471,267
Interest Portion of Funding Due	595,685	579,540		2,273,636	2,199,089	2,119,899	2,035,780	1,946,424	1,851,507	1,750,681	1,643,579	1,529,810
Interest Portion of Funding Paid	595,685	579,540		2,273,636	2,199,089	2,119,899	2,035,780	1,946,424	1,851,507	1,750,681	1,643,579	1,529,810
Non-funded Interest	0	0		0	0	0	0	0	0	0	0	0
Principal Portion of Funding Due	1,061,380	288,277		1,197,629	1,272,178	1,351,368	1,435,487	1,524,842	1,619,760	1,720,586	1,827,688	1,941,456
Principal Portion of Funding Paid	1,061,380	288,277		1,197,629	1,272,178	1,351,368	1,435,487	1,524,842	1,619,760	1,720,586	1,827,688	1,941,456
Non-funded Principal	0	0		0	0	0	0	0	0	0	0	0
Ending Balance	38,099,449	37,811,172		36,613,543	35,341,365	33,989,998	32,554,511	31,029,668	29,409,909	27,689,323	25,861,635	23,920,179

Deferred Second Additional Land Rental Balance:	
Beginning Balance	
Deferred Second Additional Land Rental	
Interest Earnings on Quarterly Deferred Rentals	
Interest Earnings on Deferred Balance	
Ending Balance	
Assumed Special Project Bond Rate	6.22%

Notes

1 Assumes New York City lease extension occurs in the fourth quarter of 2002

2 The assumed Effective Date is May 15, 1997, and the assumed DBO is January 1, 2001

LEASE NO. AYC-685: EXHIBIT 8.4.B

(Reference Section 8(I)(d)(ii)(2))

Second Additional Land Rental Funding and Balance: **Extended Mode - Assumed Conversion Date of Jan. 1, 2003: Funding deficiencies assumed in 2004 and 2007**

	2017	2018	2019	2020	2021	2022	2023	2024	2025
Available Net Cash Flow after Tenth Priority Level	$36,500,170	$38,663,096	$41,137,365	$43,926,301	$47,033,503	$50,462,754	$54,218,085	$58,303,787	$141,719,152
Second Additional Land Rental	$3,471,267	$3,471,267	$3,471,267	$3,471,267	$3,471,267	$3,471,267	$3,471,267	$3,471,267	$3,471,267
Available Net Cash Flow after Eleventh Priority Level	$33,028,903	$35,191,829	$37,666,098	$40,455,034	$43,562,236	$46,991,487	$50,746,818	$54,832,520	$138,247,885

				65	69	73	77	81	85	89	93	97
Second Additional Land Rental Balance:												
	Investment	Interest	Amort									
Beginning Balance	$40,000,000	6.22%	25	23,920,179	21,857,872	19,667,192	17,340,147	14,868,250	12,242,484	9,453,271	6,490,436	3,343,172
Funding Due with respect to Current Period				3,471,267	3,471,267	3,471,267	3,471,267	3,471,267	3,471,267	3,471,267	3,471,267	3,471,267
Funding Due with respect to Previous Period				0	0	0	0	0	0	0	0	0
Interest due on Previous Period Funding				0	0	0	0	0	0	0	0	0
Funding Paid				3,471,267	3,471,267	3,471,267	3,471,267	3,471,267	3,471,267	3,471,267	3,471,267	3,471,267
Interest Portion of Funding Due				1,408,960	1,280,586	1,144,222	999,370	845,500	682,053	508,432	324,003	128,094
Interest Portion of Funding Paid				1,408,960	1,280,586	1,144,222	999,370	845,500	682,053	508,432	324,003	128,094
Non-funded Interest				0	0	0	0	0	0	0	0	0
Principal Portion of Funding Due				2,062,307	2,190,680	2,327,045	2,471,897	2,625,766	2,789,213	2,962,835	3,147,263	3,343,172
Principal Portion of Funding Paid				2,062,307	2,190,680	2,327,045	2,471,897	2,625,766	2,789,213	2,962,835	3,147,263	3,343,172
Non-funded Principal				0	0	0	0	0	0	0	0	0
Ending Balance				21,857,872	19,667,192	17,340,147	14,868,250	12,242,484	9,453,271	6,490,436	3,343,172	0

Deferred Second Additional Land Rental Balance:	
Beginning Balance	
Deferred Second Additional Land Rental	
Interest Earnings on Quarterly Deferred Rentals	
Interest Earnings on Deferred Balance	
Ending Balance	
Assumed Special Project Bond Rate	6.22%

Notes:

1 Assumes New York City lease extension occurs in the fourth quarter of 2002.

2 The assumed Effective Date is May 15, 1997, and the assumed DBO is January 1, 2001

INITIALED:

FOR THE PORT AUTHORITY

FOR THE LESSEE

LEASE NO. AYC-685: EXHIBIT 8.5

(Reference Section 8(D)(4)(ii)(3))

Third Additional Land Rental Funding and Balance: **Extended Mode - Assumed Conversion Date of Jan. 1, 2003: Funding deficiencies assumed in 2004 and 2007**

	1997	1998	1999	2000	2001	2002	2003 Q1	2003 Q2	2003 Q3	2003 Q4	2003	2004 Q1	2004 Q2
Available Net Cash Flow after Twelfth Priority Level	$1,176,666	$1,456,246	$1,380,286	$14,343,466	$4,026,603	$4,026,603	$2,525,878	$2,525,878	$1,775,878	$2,525,878	$4,355,758	$2,525,878	$2,525,878
Third Additional Land Rental	$0	$0	$0	$0	$0	$0	$933,968	$933,968	$933,968	$933,968	$3,735,871	$933,968	$933,968
Available Net Cash Flow after Thirteenth Priority Level	$1,176,666	$1,456,246	$1,380,286	$14,343,466	$4,026,603	$4,026,603	$1,591,910	$1,591,910	$841,910	$1,591,910	$5,617,641	$1,591,910	$1,591,910

								9	10	11	12		13	14
Third Additional Land Rental Balance:	Investment	Interest	Amort.											
Beginning Balance	$42,000,000	7.72%	25	0	0	0	0	42,000,000	41,401,977	40,757,759	40,589,074	40,417,222	40,242,143	40,063,776	39,882,061
Funding Due with respect to Current Period				0	0	0	0	3,842,414	3,842,414	933,968	933,968	933,968	933,968	933,968	933,968
Funding Due with respect to Previous Period				0	0	0	0	0	0	0	0	0	0	0	0
Interest due on Previous Period Funding				0	0	0	0	0	0	0	0	0	0	0	0
Funding Paid				0	0	0	0	3,842,414	3,842,414	933,968	933,968	933,968	933,968	933,968	933,968
Interest Portion of Funding Due				0	0	0	0	3,244,391	3,198,198	765,283	762,116	758,889	755,601	752,252	748,840
Interest Portion of Funding Paid				0	0	0	0	3,244,391	3,198,198	765,283	762,116	758,889	755,601	752,252	748,840
Non-funded Interest				0	0	0	0	0	0	0	0	0	0	0	0
Principal Portion of Funding Due				0	0	0	0	598,023	644,216	168,685	171,852	175,079	178,366	181,715	185,127
Principal Portion of Funding Paid				0	0	0	0	598,023	644,216	168,685	171,852	175,079	178,366	181,715	185,127
Non-funded Principal				0	0	0	0	0	0	0	0	0	0	0	0
Ending Balance				0	0	0	0	41,401,977	40,757,759	40,589,074	40,417,222	40,242,143	40,063,776	39,882,061	39,696,933

Deferred Third Additional Land Rental Balance:						
Beginning Balance				0	3,842,414	7,924,008
Deferred Third Additional Land Rental				3,735,871	3,735,871	0
Interest Earnings on Quarterly Deferred Rentals				106,542	106,542	0
Interest Earnings on Deferred Balance				0	239,180	0
Ending Balance				3,842,414	7,924,008	
Assumed Spcl Proj Bond Rate + 150 Basis Pts.	7.72%					

Notes

1. "Interest Earnings on Deferred Balance" is computed using the Special Project Bond Rate, assumed to be approximately 6.22%.
2. The assumed Effective Date is May 15, 1997, and the assumed DBO is January 1, 2001

LEASE NO. AYC-685: EXHIBIT 8.5
(Reference Section 4(D)(4)(i)(3))
Third Additional Land Rental Funding and Balance: **Extended Mode - Assumed Conversion Date of Jan. 1, 2003: Funding deficiencies assumed in 2004 and 2007**

	2004 Q3	2004 Q4	2004	2005 Q1	2005 Q2	2005 Q3	2005 Q4	2005	2006 Q1	2006 Q2	2006 Q3	2006 Q4
Available Net Cash Flow after Twelfth Priority Level	$775,878	$2,525,678	$9,353,512	$2,515,030	$2,515,030	$2,515,030	$2,515,030	$10,060,119	$3,746,438	$3,746,438	$3,746,438	$3,746,438
Third Additional Land Rental	$775,878	$1,095,028	$3,736,840	$933,968	$933,968	$933,968	$933,968	$3,735,871	$933,968	$933,968	$933,968	$933,968
Available Net Cash Flow after Thirteenth Priority Level	$0	$1,430,652	$5,614,672	$1,581,062	$1,581,062	$1,581,062	$1,581,062	$6,324,248	$2,812,470	$2,812,470	$2,812,470	$2,812,470
	15	16		17	18	19	20		21	22	23	24
Third Additional Land Rental Balance:												
Investment $42,000,000 / Interest 7.72% / Amort. 25												
Beginning Balance	39,696,933	39,666,420		39,316,185	39,120,433	38,921,005	38,717,832		38,510,845	38,299,971	38,085,138	37,866,270
Funding Due with respect to Current Period	933,968	933,968		933,968	933,968	933,968	933,968		933,968	933,968	933,968	933,968
Funding Due with respect to Previous Period	0	158,090		0	0	0	0		0	0	0	0
Interest due on Previous Period Funding	0	2,958		0	0	0	0		0	0	0	0
Funding Paid	775,878	1,095,028		933,968	933,968	933,968	933,968		933,968	933,968	933,968	933,968
Interest Portion of Funding Due	745,364	744,792		738,215	734,540	730,795	726,980		723,094	719,135	715,101	710,991
Interest Portion of Funding Paid	745,364	744,792		738,215	734,540	730,795	726,980		723,094	719,135	715,101	710,991
Non-funded Interest	0	0		0	0	0	0		0	0	0	0
Principal Portion of Funding Due	188,603	350,235		195,752	199,428	203,173	206,987		210,874	214,833	218,867	222,977
Principal Portion of Funding Paid	30,514	350,235		195,752	199,428	203,173	206,987		210,874	214,833	218,867	222,977
Non-funded Principal	158,090	0		0	0	0	0		0	0	0	0
Ending Balance	39,666,420	39,316,185		39,120,433	38,921,005	38,717,832	38,510,845		38,299,971	38,085,138	37,866,270	37,643,294

Deferred Third Additional Land Rental Balance:	
Beginning Balance	
Deferred Third Additional Land Rental	
Interest Earnings on Quarterly Deferred Rentals	
Interest Earnings on Deferred Balance	
Ending Balance	
Assumed Spcl Proj. Bond Rate + 150 Basis Pts:	7.72%

Notes:
1 "Interest Earnings on Deferred Balance" is computed using the Special Project Bond Rate, assumed to be approximately 6.22%
2. The assumed Effective Date is May 15, 1997, and the assumed DBO is January 1, 2001

LEASE NO. AYC-685: EXHIBIT 8.5

(Reference Section 8(I)(4)(ii)(J))

Third Additional Land Rental Funding and Balance: **Extended Mode - Assumed Conversion Date of Jan. 1, 2003; Funding deficiencies assumed in 2004 and 2007**

	2006	2007 Q1	2007 Q2	2007 Q3	2007 Q4	2007	2008	2009	2010	2011	2012	2013
Available Net Cash Flow after Twelfth Priority Level	$14,986,753	$1,906,426	$1,906,426	$1,906,426	$406,426	$6,125,706	$14,202,155	$19,564,961	$21,704,355	$21,792,550	$22,323,121	$23,198,570
Third Additional Land Rental	$3,736,871	$933,968	$933,968	$933,968	$406,426	$3,208,330	$3,789,560	$3,789,560	$3,789,560	$3,789,560	$3,789,560	$3,789,560
Available Net Cash Flow after Thirteenth Priority Level	$11,249,881	$972,459	$972,459	$972,459	$0	$2,917,376	$10,412,596	$15,775,402	$17,914,795	$18,002,991	$18,533,562	$19,409,011
		25	26	27	28		29	33	37	41	45	49
Third Additional Land Rental Balance:												
Investment $42,000,000 / Interest 7.72% / Amort. 25												
Beginning Balance		37,643,294	37,416,131	37,184,702	36,948,928		37,236,268	36,215,040	35,114,925	33,929,829	32,653,187	31,277,928
Funding Due with respect to Current Period		933,968	933,968	933,968	933,968		3,789,560	3,789,560	3,789,560	3,789,560	3,789,560	3,789,560
Funding Due with respect to Previous Period		0	0	0	0		0	0	0	0	0	0
Interest due on Previous Period Funding		0	0	0	0		0	0	0	0	0	0
Funding Paid		933,968	933,968	933,968	406,426		3,789,560	3,789,560	3,789,560	3,789,560	3,789,560	3,789,560
Interest Portion of Funding Due		706,805	702,539	698,194	693,767		2,768,332	2,689,444	2,604,463	2,512,918	2,414,301	2,308,065
Interest Portion of Funding Paid		706,805	702,539	698,194	406,426		2,768,332	2,689,444	2,604,463	2,512,918	2,414,301	2,308,065
Non-funded Interest		0	0	0	287,340		0	0	0	0	0	0
Principal Portion of Funding Due		227,163	231,429	235,774	240,201		1,021,228	1,100,115	1,185,096	1,276,642	1,375,259	1,481,494
Principal Portion of Funding Paid		227,163	231,429	235,774	0		1,021,228	1,100,115	1,185,096	1,276,642	1,375,259	1,481,494
Non-funded Principal		0	0	0	240,201		0	0	0	0	0	0
Ending Balance		37,416,131	37,184,702	36,948,928	37,236,268		36,215,040	35,114,925	33,929,829	32,653,187	31,277,928	29,796,433

Deferred Third Additional Land Rental Balance:	
Beginning Balance	
Deferred Third Additional Land Rental	
Interest Earnings on Quarterly Deferred Rentals	
Interest Earnings on Deferred Balance	
Ending Balance	
Assumed Spcl Proj Bond Rate + 150 Basis Pts.	7.72%

Notes:

1 "Interest Earnings on Deferred Balance" is computed using the Special Project Bond Rate, assumed to be approximately 6.22%.

2 The assumed Effective Date is May 15, 1997, and the assumed DBO is January 1, 2001

LEASE NO. AYC-685: EXHIBIT 8.5
(Reference Section 8(I)(d)(ii)(3))
Third Additional Land Rental Funding and Balance: **Extended Mode - Assumed Conversion Date of Jan. 1, 2003: Funding deficiencies assumed in 2004 and 2007**

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Available Net Cash Flow after Twelfth Priority Level	$24,734,479	$25,981,618	$26,856,859	$28,710,610	$30,873,536	$33,347,795	$36,136,741	$39,243,943	$42,673,194	$46,428,525	$50,514,227	$133,929,592
Third Additional Land Rental	$3,789,560	$3,789,560	$3,789,560	$3,789,560	$3,789,560	$3,789,560	$3,789,560	$3,789,560	$3,789,560	$3,789,560	$3,789,560	$3,789,560
Available Net Cash Flow after Thirteenth Priority Level	$20,944,920	$22,192,059	$23,066,300	$24,921,051	$27,083,977	$29,558,236	$32,347,182	$35,454,384	$38,883,635	$42,638,966	$46,724,668	$130,140,033
	53	57	61	65	69	73	77	81	85	89	93	97
Third Additional Land Rental Balance:												
Investment $42,000,000 / Interest 7.72% / Amort. 25												
Beginning Balance	29,796,433	28,200,497	26,481,279	24,629,256	22,634,169	20,484,967	18,169,744	15,675,677	12,988,949	10,094,678	6,976,832	3,618,141
Funding Due with respect to Current Period	3,789,560	3,789,560	3,789,560	3,789,560	3,789,560	3,789,560	3,789,560	3,789,560	3,789,560	3,789,560	3,789,560	3,789,560
Funding Due with respect to Previous Period	0	0	0	0	0	0	0	0	0	0	0	0
Interest due on Previous Period Funding	0	0	0	0	0	0	0	0	0	0	0	0
Funding Paid	3,789,560	3,789,560	3,789,560	3,789,560	3,789,560	3,789,560	3,789,560	3,789,560	3,789,560	3,789,560	3,789,560	3,789,560
Interest Portion of Funding Due	2,193,624	2,070,342	1,937,537	1,794,473	1,640,357	1,474,337	1,295,492	1,102,832	895,289	671,714	430,869	171,418
Interest Portion of Funding Paid	2,193,624	2,070,342	1,937,537	1,794,473	1,640,357	1,474,337	1,295,492	1,102,832	895,289	671,714	430,869	171,418
Non-funded Interest	0	0	0	0	0	0	0	0	0	0	0	0
Principal Portion of Funding Due	1,595,936	1,719,218	1,852,023	1,995,087	2,149,202	2,315,223	2,494,068	2,686,728	2,894,271	3,117,846	3,358,691	3,618,141
Principal Portion of Funding Paid	1,595,936	1,719,218	1,852,023	1,995,087	2,149,202	2,315,223	2,494,068	2,686,728	2,894,271	3,117,846	3,358,691	3,618,141
Non-funded Principal	0	0	0	0	0	0	0	0	0	0	0	0
Ending Balance	28,200,497	26,481,279	24,629,256	22,634,169	20,484,967	18,169,744	15,675,677	12,988,949	10,094,678	6,976,832	3,618,141	(0)

Deferred Third Additional Land Rental Balance:	
Beginning Balance	
Deferred Third Additional Land Rental	
Interest Earnings on Quarterly Deferred Rentals	
Interest Earnings on Deferred Balance	
Ending Balance	
Assumed Spcl Proj Bond Rate + 150 Basis Pts	7.72%

Notes
1 "Interest Earnings on Deferred Balance" is computed using the Special Project Bond Rate, assumed to be approximately 6.22%
2 The assumed Effective Date is May 15, 1997, and the assumed DBO is January 1, 2001

INITIALED:
OAK
FOR THE PORT AUTHORITY
FOR THE LESSEE

LEASE NO. AYC-685: EXHIBIT 8.6

(Reference Section 8(I)(d)(v))

Deferred Balance Rental: **Conversion to Extended Mode (2025) - Assumed Conversion Date as of Jan. 1, 2003**

	1997 Q2	1997 Q3	1997 Q4	1997	1998 Q1	1998 Q2	1998 Q3	1998 Q4	1998	1999 Q1	1999 Q2
Beginning Balance	0	16,425,944	25,600,164	0	34,913,935	44,903,132	55,044,276	65,339,679	0	75,791,689	86,495,635
Deferred Initial Payment	10,000,000	0	0	10,000,000	0	0	0	0	0	0	0
Pre-DBO Building Rental:	4,177,177	5,888,985	5,888,985	15,955,147	6,281,584	6,281,584	6,281,584	6,281,584	25,126,335	6,281,584	6,281,584
Ground Rent:	1,792,009	2,526,374	2,526,374	6,844,758	2,802,591	2,802,591	2,802,591	2,802,591	11,210,366	2,914,655	2,914,655
Subordinated Management Funds	361,957	509,002	509,002	1,379,961	373,936	373,936	373,936	373,936	1,495,746	354,821	354,821
PA Development Savings Refund	0	0	0	0	0	0	0	0	0	0	0
Second Addl Land Rental	0	0	0	0	0	0	0	0	0	0	0
Third Addl Land Rental	0	0	0	0	0	0	0	0	0	0	0
Interest Due	94,801	249,859	389,410	734,070	531,084	683,033	837,292	993,898	3,045,307	1,152,886	1,315,706
Ending Balance / Annual Total	16,425,944	25,600,164	34,913,935	34,913,935	44,903,132	55,044,276	65,339,679	75,791,689	40,877,754	86,495,635	97,362,402

Assumed Effective Date:	15-May-97
Assumed DBO:	1-Dec-00

Assumed Annual SPB Rate:	6.22%
Assumed Quarterly SPB Rate:	1.52%
Assumed Monthly SPB Rate:	0.50%

Notes:

1. Subordinated Management Funds amounts are estimated and assumed to equal actual funding amounts.
2. All Assumed periodic Special Project Bond (SPB) Rates are calculated on an Annual Basis.
3. Pre-DBO Building Rental and Ground Rental amounts include interest accrued based on monthly payments.

LEASE NO. AYC-685: EXHIBIT 8.6
(Reference Section 8(I)(d)(v))
Deferred Balance Rental: **Conversion to Extended Mode (2025) - Assumed Conversion Date as of Jan. 1, 2003**

	1999 Q3	1999 Q4	1999	2000 Q1	2000 Q2	2000 Q3	2000 Q4	2000	2001 Q1	2001 Q2
Beginning Balance	97,362,402	108,394,465	0	119,594,340	131,726,344	144,042,891	156,546,788	0	169,437,375	173,557,146
Deferred Initial Payment	0	0	0	0	0	0	0	0	0	0
Pre-DBO Building Rental:	6,281,584	6,281,584	25,126,335	6,281,584	6,281,584	6,281,584	4,198,250	23,043,002	0	0
Ground Rent:	2,914,655	2,914,655	11,658,620	3,031,241	3,031,241	3,031,241	2,025,908	11,119,631	0	0
Subordinated Management Funds	354,821	354,821	1,419,286	1,000,000	1,000,000	1,000,000	666,667	3,666,667	0	0
PA Development Savings Refund	0	0	0	0	0	0	3,618,491	3,618,491	0	0
Second Add'l Land Rental	0	0	0	0	0	0	0	0	608,450	608,450
Third Add'l Land Rental	0	0	0	0	0	0	0	0	933,968	933,968
Interest Due	1,481,003	1,648,815	5,598,411	1,819,179	2,003,722	2,191,072	2,381,272	8,395,245	2,577,354	2,640,021
Ending Balance / Annual Total	108,394,465	119,594,340	43,802,651	131,726,344	144,042,891	156,546,788	169,437,375	49,843,035	173,557,146	177,739,585

Assumed Effective Date:	15-May-97
Assumed DBO:	1-Dec-00

Assumed Annual SPB Rate:	6.22%
Assumed Quarterly SPB Rate:	1.52%
Assumed Monthly SPB Rate:	0.50%

Note:
1. Subordinated Management Funds amounts are estimated and assumed to equal actual funding amounts.
2. All Assumed periodic Special Project Bond (SPB) Rates are calculated on an Annual Basis.
3. Pre-DBO Building Rental and Ground Rental amounts include interest accrued based on monthly payments.

LEASE NO. AYC-685: EXHIBIT 8.6
(Reference Section 8(I)(d)(v))
Deferred Balance Rental: **Conversion to Extended Mode (2025) - Assumed Conversion Date as of Jan. 1, 2003**

	2001 Q3	2001 Q4	2001	2002 Q1	2002 Q2	2002 Q3	2002 Q4	2002	2003 Q1
Beginning Balance	177,739,585	181,985,643	0	186,296,289	190,672,506	195,115,290	199,625,654	0	204,204,627
Deferred Initial Payment	0	0	0	0	0	0	0	0	0
Pre-DBO Building Rental:	0	0	0	0	0	0	0	0	0
Ground Rent:	0	0	0	0	0	0	0	0	0
Subordinated Management Funds	0	0	0	0	0	0	0	0	0
PA Development Savings Refund	0	0	0	0	0	0	0	0	0
Second Add'l Land Rental	608,450	608,450	2,433,799	608,450	608,450	608,450	608,450	2,433,799	0
Third Add'l Land Rental	933,968	933,968	3,735,871	933,968	933,968	933,968	933,968	3,735,871	0
Interest Due	2,703,641	2,768,226	10,689,243	2,833,799	2,900,366	2,967,947	3,036,555	11,738,667	0
Ending Balance / Annual Total	181,985,643	186,296,289	16,858,914	190,672,506	195,115,290	199,625,654	204,204,627	17,908,338	-

Assumed Effective Date:	15-May-97
Assumed DBO:	1-Dec-00

Assumed Annual SPB Rate:	6.22%
Assumed Quarterly SPB Rate:	1.52%
Assumed Monthly SPB Rate:	0.50%

Note:
1. Subordinated Management Funds amounts are estimated and assumed to equal actual funding amounts.
2. All Assumed periodic Special Project Bond (SPB) Rates are calculated on an Annual Basis.
3. Pre-DBO Building Rental and Ground Rental amounts include interest accrued based on monthly payments.

INITIALED:
DAK
FOR THE PORT AUTHORITY
FOR THE LESSEE

EXMEPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

EXHIBIT 49.1 OPERATING EQUIPMENT ITEMS

MOBILE LOUNGES

NAME	MANF. SERIAL NO.	MANUFACTURER
ALPHA	183	AIRSIDE INC.
BRAVO	184	AIRSIDE INC.
CHARLIE	185	AIRSIDE INC.
DELTA	186	AIRSIDE INC.
ECHO	178	AIRSIDE INC.
FOXTROT	177	AIRSIDE INC.
GOLF	176	AIRSIDE INC.
HOTEL	175	AIRSIDE INC.
JULIET	173	AIRSIDE INC.
KILO	174	AIRSIDE INC.
LIMA	172	AIRSIDE INC.
MIKE	171	AIRSIDE INC.
LOADING BRIDGES		
GATE 10	37101	FMC- JETWAY SYSTEMS, INC.
GATE 11	37102	FMC- JETWAY SYSTEMS, INC.
GATE 12	37103	FMC- JETWAY SYSTEMS, INC.
GATE 18	37104	FMC- JETWAY SYSTEMS, INC.
GATE 19	37105	FMC- JETWAY SYSTEMS, INC.
GATE 20	37106	FMC- JETWAY SYSTEMS, INC.
GATE 21	37113	FMC- JETWAY SYSTEMS, INC.
GATE 24	37114	FMC- JETWAY SYSTEMS, INC.
GATE 25	37107	FMC- JETWAY SYSTEMS, INC.
GATE 26	37108	FMC- JETWAY SYSTEMS, INC.
GATE 27	37109	FMC- JETWAY SYSTEMS, INC.

GATE 32	37110	FMC- JETWAY SYSTEMS, INC.
GATE 33	37111	FMC- JETWAY SYSTEMS, INC.
GATE 34	37112	FMC- JETWAY SYSTEMS, INC.

PORTABLE GENERATOR

PORT AUTHORITY VEHICLE NO. 66911, KOHLER, INC. MODEL 250ROZD71

SERIAL NO. 276563

DOMESTIC BAGGAGE CLAIM DEVICE

STEARN'S AIRPORT EQUIPMENT, INC.

SERIAL NO. 63900 - CCW-5

INITIALED

FOR THE PORT AUTHORITY

FOR THE LESSEE

EXMEPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

Section 75. Terminal Service Standards

Subject to and without limiting or affecting any other term or provision of this Agreement, the Lessee agrees to provide services at the Premises for the benefit of the traveling public in a manner consistent with generally accepted airline industry standards for airport terminals and will cooperate with the Port Authority and other passenger terminal operators serving the traveling public at the Airport in maintaining these standards through organized airport service improvement working groups; the foregoing provision to be binding as well on each Sublessee.

Section 76. Airport Operator Limitations

(a) In the Port Authority's operation of the Airport, including, without limitation, the formulation of the policies and procedures respecting such operation and/or the specific application of such policies and procedures and the allocation of costs, the Port Authority agrees that it will not unjustly discriminate against the Lessee or the Premises.

(b) (i) During the Term, for so long as the Lessee makes available Terminal FIS Premises (as hereinafter defined) on a twenty-four (24) hour basis, the Port Authority will not itself construct or operate an airline terminal which includes premises to be made available to the United States for inspection of airline passengers and their baggage by United States Customs and Immigration (such premises to be so used by the United States being called "Federal Inspection Service Premises" or "FIS Premises") or enter into an agreement at the Airport with any Person that is not either (i) a Scheduled Aircraft Operator, or (ii) wholly owned by one or more Scheduled Aircraft Operators and formed to provide air terminal operation services predominantly to such Scheduled Aircraft Operators; for the construction or operation of an airline terminal which includes FIS Premises, unless (i) the operation of such FIS Premises is necessary for the Port Authority to comply with United States Government requirements or (ii) the number of deplaned passengers entering the FIS Premises to be constructed by the Lessee as a portion of the Premises hereunder pursuant to Section 18 of this Agreement (the "Terminal FIS Premises") has exceeded the Design Capacity

(as the Design Capacity may be increased from time to time with the written acknowledgment of the Port Authority as to the extent of any such increase, such acknowledgment not to be unreasonably withheld.) For purposes of this Section, the utilization of the Terminal FIS Premises shall be deemed to have exceeded Design Capacity (such event, a "Capacity Deficiency") if the Design Capacity is exceeded in accordance with subparagraph (iii) below.

(ii) In the event of a Capacity Deficiency, the Port Authority may by notice, annexing thereto appropriate supporting documentation, inform the Lessee that the Port Authority shall thereafter not be subject to the restrictions set forth above in this paragraph (b.

(iii) There shall be a Capacity Deficiency upon the occurrence of all of the following events:

(A) The Average Peak Hourly Passenger Volume exceeds the Design Capacity in an Annual Period; and

(B) The Average Peak Waiting time for an Annual Period exceeds Forty-five (45) minutes; and

(C) The events described in subparagraphs (A) and (B) above occur for two successive Annual Periods.

(iv) (A) "Peak Day(s)" shall mean the three (3) busiest days during each of the eight consecutive calendar weeks (Sunday through Saturday) commencing with the calendar week during which July 1st occurs; and January 2nd, Good Friday, the Friday prior to Memorial Day, the Friday prior to Labor Day, Labor Day, the Wednesday prior to Thanksgiving, the Friday after Thanksgiving and December 22nd, 23rd and 24th for a total of 34 Peak Days during each Annual Period.

(B) "Peak Hours Period" shall mean the continuous two hundred forty (240) minute period on each Peak Day during which the highest volume of arriving international passengers enters the Terminal FIS Premises.

(C) The "Average Peak Hourly Passenger Volume" for each Annual Period shall be determined as follows: The number of arriving international passengers entering the Terminal FIS Premises during the Peak Hours Period on each Peak Day shall be ascertained; then, the sum total volume of such passengers during the Peak Hours Periods on all Peak Days in an Annual Period shall be ascertained. Such total number of passengers shall then be divided by one hundred thirty-six (136) and such quotient shall be the Average Peak Hourly Passenger Volume for such Annual Period.

(D) The "Average Peak Waiting Time" for each Annual Period shall mean the average of the time periods, expressed in minutes per passenger, that ten (10) randomly selected arriving international passengers entering the Terminal FIS Premises during each hour of each Peak Hours Period on each Peak Day in an Annual Period take to clear the Terminal FIS Facilities.

Section 77. Itinerant Aircraft

(a) The Port Authority hereby grants to the Lessee the privilege of permitting the occasional use of the Premises by air taxi, corporate and private aircraft (sometimes hereinafter called the "Itinerant Aircraft") for the sole purpose of discharging or picking up passengers of the Sublessees, business guests and other invitees of the Lessee. All operations of such Itinerant Aircraft shall be in compliance with all the terms and provisions of this Agreement and with the Port Authority Rules and Regulations. The Lessee shall be responsible for all acts and omissions of said Itinerant Aircraft arising out of or resulting from or in connection with the use of the Premises as if said acts and omissions were the acts or omissions of Sublessee, as provided in Section 5.

(b) The Port Authority shall have the right to cancel the privilege granted to the Lessee as set forth in paragraph (a) hereof in whole or in part or with respect to any particular Itinerant Aircraft at any time and from time to time and without cause upon thirty (30) days' written notice to the Lessee, and upon the effective date of such notice the Lessee shall no longer have the right to permit all or any specific Itinerant Aircraft

as specified in the notice to use the Premises as hereinabove provided, but the same shall not affect this Agreement or any of the terms, rentals, fees, provisions or agreements hereof, all of which shall continue in full force and effect.

Section 78. Airport Air Traffic Control Tower

(a) For the purposes of this Section the following terms shall have the respective meanings given below:

(1) "Control Tower" shall mean the building in which the air traffic control tower for the Airport is located, known as Building No. 156.

(2) "Control Tower Space Fixtures" shall mean all Port Authority fixtures, equipment and personal property located from time to time in the Control Tower Space or located outside of the Control Tower Space and exclusively serving the Control Tower Space, including without limitation, the mechanical and electrical equipment located on the Ramp Control Level Roof, the radio base station located on the twentieth level of the Control Tower and the radio antenna located on the Cable Access Level of the Control Tower.

(3) "Control Tower Space" shall mean the ramp control level shown on the exhibit attached hereto, hereby made a part hereof and marked "Exhibit 78.1" on the seventh (7th) level of the Control Tower and shall include without limitation the interior building walls, partitions, floors, ceilings, doors and interior glass and the electrical, mechanical, plumbing, heating, steam, communications and other systems located within, and exclusively serving, the Control Tower Space, and their pipes, wires, mains, lines, tubes, conduits, equipment and fixtures.

(4) "Effective Period" shall mean the period during which the Lessee shall have the right to use and occupy the Control Tower Space.

(5) "FAA Agreement" shall collectively mean the agreements entered into between the Port Authority and the FAA (x) entitled "Agreement On Air Traffic Control Tower" identified

by Port Authority Agreement No. AYC-103 and government contract number DTFA05-93-L-62314 made as of the 31st day of August, 1993 covering the granting to the FAA of certain property interests and rights with respect to the Control Tower and the operation of the air traffic control tower for the Airport by the FAA and (y) entitled "Service Contract" identified by Port Authority Agreement No. AYC-90 and government contract number DTFA05-91-L-61886 effective October 1, 1993 covering certain services and utilities to be provided to the FAA by the Port Authority.

(6) "Substantial Part" shall mean such a part of the Control Tower and/or Control Tower Space that the Lessee cannot continue to carry on its normal operations at the Control Tower Space without using such part.

(7) "Tower Utilities" shall mean the following services and utilities to be provided by the Port Authority to the Control Tower Space through, where applicable, existing wires, conduits, outlets, pipes, and mains, if any, in the Control Tower:

(i) Heat, to an even and comfortable working temperature for the period from October 15 through April 15;

(ii) Electricity not to exceed 75 KVA installed transformer capacity;

(iii) Hot and cold water, such hot water to be heated to a temperature of approximately 120 degrees F. (but not in excess thereof);

(iv) Chilled water for air cooling of the character provided to the Premises pursuant to Section 52 hereof;

(v) Exterior window washing at such frequency as shall be furnished to the FAA for its space in the Control Tower; and

(vi) Sanitary sewerage.

(8) "Utility Charge" shall mean the charges payable by the Lessee to the Port Authority pursuant to and calculated in accordance with paragraph (e) of this Section.

(b) The Port Authority hereby grants to the Lessee the exclusive right to use and occupy the Control Tower Space for the purpose of conducting operations control for the Premises and for offices and administrative activities of the Lessee incidental to the operation of the Premises, and for no other purpose. The right granted hereunder shall commence on the Effective Date and shall, unless sooner terminated in accordance with paragraph (f)(3) of this Section, terminate with the expiration or termination of this Agreement. No termination of the right granted hereunder shall relieve the Lessee of any liabilities or obligations with respect to the Control Tower Space or the Control Tower Space Fixtures which shall have accrued on or prior to the effective date of termination.

(c) In the use of the hallways, stairs, elevators and other areas constituting a means of ingress to and egress from the Control Tower Space the Lessee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Port Authority Rules and Regulations.

(d) (1) The Lessee acknowledges that it has not relied upon any representation or statement of the Port Authority or its Commissioners, officers, employees or agents as to the condition of the Control Tower Space or the Control Tower Space Fixtures or the suitability of either for the operations permitted thereon by this Section.

(2) The Lessee shall accept the Control Tower Space in its present condition and shall take good care of the Control Tower Space, so that at the end of the Effective Period and at all times during the Effective Period, the Control Tower Space will be in as good condition as on the Effective Date, except for reasonable wear and tear which does not adversely affect the efficient or proper utilization thereof and, in addition thereto, the Lessee shall repair, replace or rebuild all or any part of the Control Tower Space and any Port Authority fixture, equipment or personal property which is located in or on the Control Tower

Space which may be damaged or destroyed by the Lessee's acts or omissions or those of its officers, employees, contractors, suppliers of materials and furnishers of services, agents, representatives, guests, invitees or other persons doing business with it. As part of the foregoing obligations of the Lessee, the Lessee shall conduct periodic inspections of the Control Tower Space, perform all necessary preventive maintenance including but not limited to painting, make all necessary repairs and replacements and do all necessary rebuilding with respect to the same, all of which shall be in quality equal to the original in materials and workmanship.

(3) The Port Authority shall have no duty of repair or maintenance as to the Control Tower Space or any Control Tower Space Fixtures, except for the exterior washing of the windows set forth in paragraphs (a)(7)(v) and (e) hereof.

(4) In the event the Lessee fails to commence in accordance with paragraph (d)(2) to maintain, clean, repair, replace or paint within a period of twenty (20) days after notice from the Port Authority so to do, or fails diligently to continue to completion the repair, replacement, rebuilding or painting of all of the Control Tower Space required to be repaired, replaced, rebuilt or painted by the Lessee under the terms of this Section, the Port Authority may, at its option, and in addition to any other remedies which may be available to it, repair, replace, rebuild or paint all or any part of the Control Tower Space included in the said notice, and the cost thereof shall be payable by the Lessee upon demand.

(5) During the Effective Period, the Lessee shall maintain the Control Tower Space Fixtures in good working order and in case of loss or theft of or damage to any Control Tower Space Fixtures the Lessee shall promptly replace or repair the same or compensate the Port Authority for the reasonable value thereof, within thirty (30) days of such loss, theft or damage.

(6) Nothing herein contained shall relieve the Lessee of its obligations under Section 19 hereof to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or

improvements in the Control Tower Space or replacing any Control Tower Fixtures.

(7) The Lessee shall immediately notify the Port Authority if any portion or all of the Control Tower Space or Control Tower Space Fixtures are destroyed, damaged or in need of repair, regardless of the Lessee's responsibility therefor.

(8) In the event of a partial or total destruction of the Control Tower Space, the Lessee shall as soon as, and to the extent, possible remove any and all of its property and debris from the Control Tower Space or portion thereof destroyed.

(e) (1) For the period from the Effective Date through the last day of the Effective Period, (x) the Port Authority shall sell, provide and supply to the Lessee for use in the Control Tower Space the Tower Utilities and (y) the Lessee agrees to take from the Port Authority the Tower Utilities and to pay to the Port Authority a Utility Charge for the Tower Utilities, which Utility Charge for the first Annual Period hereunder shall be a proratable amount in the amount of

per annum

and, for each successive Annual Period, shall be a Proratable Amount in the annual amount of the Utility Charge in effect in the immediately preceding Annual Period increased by the Annual CPI Percentage Increase; provided, however, that the Utility Charge shall be abated in the circumstances set forth in and in accordance with the proviso to Section 78(e)(4) and in accordance with Section 78(f)(1).

(2) The Port Authority shall not be obligated to perform or furnish any services whatsoever other than the Tower Utilities in connection with the Control Tower Space. The Port Authority shall not be obligated to perform or furnish any service at any time while the Lessee shall be in default under this Agreement with respect to its payment for utilization of such service after the period, if any, herein granted to cure such default shall have expired.

(3) The Port Authority shall be under no obligation to supply services if and to the extent and during any period that

the supplying of any such service or the use of any component necessary therefor shall be prohibited or rationed by any federal, state or municipal law, rule, regulation, requirement, order or direction and if the Port Authority deems it in the public interest to comply therewith, even though such law, rule, regulation, requirement, order or direction may not be mandatory on the Port Authority as a public agency.

(4) No failure, delay or interruption in supplying agreed services (whether or not a separate charge is made therefor) shall be or be construed to be an eviction of the Lessee or grounds for any diminution or abatement of rental, or (unless resulting from the negligence or wilful failure of the Port Authority) shall be grounds for any claim by the Lessee for damages, consequential or otherwise, provided, however, the Lessee shall have no obligation to pay for such service during any period in which it is not supplied.

(f) (1) In the event all or any portion of the Control Tower Space shall become unusable for any period because of fire or other casualty not caused by the acts or omissions of the Lessee, or those of its officers, employees, contractors, suppliers of materials and furnishers of services, agents, representatives, guests, invitees or other persons doing business with the Lessee, then the Port Authority Ramp Control Tower Rental, if any, and to the extent not otherwise abated, the Utility Charge shall be abated forsuch period on an equitable basis giving effect to the amount, quality and character of the Control Tower Space the use of which is denied to the Lessee as compared with the total amount of Control Tower Space.

(2) In the event of total or partial damage or destruction of the Control Tower Space or the Control Tower the Port Authority shall have no obligation to repair or rebuild the Control Tower, the Control Tower Space or any portion of either.

(3) In the event that a Substantial Part of the Control Tower Space or the Control Tower is damaged or destroyed by fire or other casualty not caused by the acts or omissions of the Lessee, or those of its officers, employees, contractors, suppliers of materials and furnishers of services, agents,

representatives, guests, invitees or other persons doing business with the Lessee and the Port Authority has not commenced to repair or rebuild the Control Tower and/or the Control Tower Space, as the case shall be within one year of the occurrence of such damage or destruction, the Lessee may terminate its right to use and occupy the Control Tower Space upon thirty (30) days written notice to the Port Authority, provided, however, in the event that within such thirty (30) day period the Port Authority notifies the Lessee in writing that it will commence such repair and/or rebuilding in sixty (60) days the effectiveness of such notice shall be suspended for such sixty (60) day period and for so long thereafter as the Port Authority is diligently repairing or rebuilding the Control Tower Space and/or the Control Tower, as the case shall be, (except for circumstances beyond the Port Authority's control) until such time as the Control Tower Space and/or the Control Tower has been restored and the Control Tower Space is fit for use at which time the Lessee's notice of termination shall become null and void and of no force or effect. If the Port Authority at any time prior to such restoration ceases diligently to repair or rebuild the Control Tower Space and/or the Control Tower (except for circumstances beyond the Port Authority's control) the Lessee's notice of termination shall become effective thirty (30) days after the date of such cessation. In the event of termination pursuant to this paragraph (f)(3) the Lessee's right to use and occupy the Control Tower Space shall cease and expire as if the effective date of termination were the date originally stated herein for the expiration of this Agreement. Upon the effective date of any termination pursuant to this paragraph (f)(3), the Lessee's obligation to pay Port Authority Ramp Control Tower Rental and all other obligations with respect to the Control Tower Space arising thereafter shall cease and abate.

(g) The parties hereto recognize that the Premises surrounds the Control Tower and that the safe, efficient and continuous operation of the Control Tower is essential and of paramount importance to the safe and efficient operation of the Airport and, further, that the Port Authority and the FAA have heretofore entered into the FAA Agreement pursuant to which the Port Authority has undertaken certain obligations to the FAA which the Lessee hereby agrees, as hereinafter provided, to

perform for and on behalf of the Port Authority. In connection with the safe, efficient and the continuous use, occupancy and operation of the Control Tower and rights granted to the FAA by the FAA Agreement, the Port Authority and the Lessee hereby agree as follows:

(1) The Lessee shall, unless otherwise agreed to by the FAA, the Lessee and the Port Authority, provide at all times throughout the Term (i) covered pedestrian access and an uninterrupted right of way to and from the Control Tower and the Central Terminal Area roadway and sidewalk at least equivalent to the pedestrian access to and from the Control Tower existing on the Effective Date, provided, however, such access may be provided at ground level and (ii) vehicular access and a right of way to and from the ramp area at the base of the Control Tower and Public Aircraft Facilities at least equivalent to that existing on the Effective Date.

(2) The Lessee shall, unless otherwise agreed to by the FAA, the Lessee and the Port Authority, provide free parking privileges for five FAA emergency service vehicles at such location on the Premises on the aircraft ramp area at the base of the Control Tower as shall be designated by the Lessee from time to time.

(3) (i) For the purpose of challenging persons seeking access to the Control Tower, throughout the Term the Lessee shall, unless otherwise agreed to by the Port Authority, the Lessee and the FAA, provide an unarmed contract guard or other security screening method for aeronautical areas as shall be approved by the Port Authority and the FAA, at the entrance to the existing link to the Control Tower from the second floor of the Premises and as at such time such link or entrance shall no longer be available, then at the entrance to the replacement pedestrian link to the Control Tower. In the event that the Lessee fails to provide such security guard or other acceptable security screening method to the extent and in the manner indicated, the Port Authority or the FAA shall have the right upon notice to the Lessee to provide such security guard or other acceptable security screening method for the Control Tower and

for which expenses the Lessee hereby agrees to reimburse the FAA or the Port Authority, as the case shall be.

(ii) At any time and from time to time during the Term, the FAA and/or the Port Authority upon notice to the Lessee may instruct the Lessee's security contractor providing the unarmed security guard, if any, referred in subparagraph (3)(i) above to have such unarmed security guard using FAA procedures challenge all persons and permit admittance to the Control Tower only to authorized persons on official business.

(4) Without limiting the generality of any of the other terms and conditions of this Agreement, the Lessee shall at all times during the Term assure that, to the extent (x) such systems are subject to Lessee's control, (y) such systems are on the Premises and (z) Lessee has the obligation of construction and/or maintenance, as the case may be, with respect to such systems under this Agreement, the utility systems to the Control Tower, including without limitation domestic water, sanitary sewerage, hot and chilled water, electricity, fire safety systems and communications systems are at least equivalent in all respects, including without limitation capacity and redundancy, to those existing on the Effective Date and that utility service to the Control Tower is not at any time interrupted for any reason whatsoever except for reasons beyond the Lessee's control and for which the Lessee can not provide substitute service in accordance with the plan described in paragraph (g)(5) below.

(5) Within sixty (60) days after the Effective Date the Lessee shall submit to the Port Authority for the Port Authority's approval a plan to assure continuous utility service described in subparagraph (4) above to the Control Tower. Such plan shall, among other things, include contingency measures in the event one or more of the existing utilities is temporarily interrupted. In the event that the Port Authority disapproves such plan, the Port Authority shall state the reasons therefor in reasonable detail. The Lessee shall diligently resubmit such plan until approved by the Port Authority. In the event that during the Term such plan is no longer acceptable to the Port Authority, upon notice to the Lessee, the Lessee shall promptly amend and update the plan for the Port Authority's approval and

shall continue to diligently resubmit such amended and updated plan until approved by the Port Authority.

(h) Upon request of the General Manager of the Airport, the Port Authority and such Aircraft Operators as shall be designated from time to time and at any time by such General Manager shall have the right to temporarily use the Control Tower Space at no charge and without an abatement in the Port Authority Ramp Control Tower Rental in an emergency, as determined by the Port Authority, at the Airport requiring a view of the Public Aircraft Facilities, such as during weather related emergencies or when an aircraft has been taken hostage, provided, however, such use shall not unreasonably interfere with the use and occupancy of the Control Tower Space by the Lessee.

(i) (1) The Lessee, its officers, employees, invitees, contractors, suppliers of materials and furnishers of services shall have the right of ingress and egress between the Premises and the Control Tower Space by means of existing hallways and stairs and shall have the right of access to the Ramp Control Level Roof for the purpose of maintaining, repairing and replacing the mechanical and electrical equipment located thereon which exclusively serves the Control Tower Space and to the twentieth level of the Control Tower to maintain, repair and replace the radio base station with the radio frequency of 130.77 MHZ located therein and, to the extent permitted by the FAA, to the Cable Access Level of the Control Tower to maintain, repair and replace the radio antennas used to transmit on radio frequency 130.77 MHZ.

(2) At all times throughout the Effective Period the Port Authority by its officers, employees, agents, representatives, contractors and suppliers of materials and furnishers of services shall have the right to enter upon the Control Tower Space to gain access to and from the Control Tower Space to other portions of the Control Tower and to maintain, repair, alter, rebuild and replace the Control Tower. The Port Authority shall, except in emergencies, provide reasonable prior notice of such entry by the Port Authority into the Control Tower Space.

(j) The use and occupancy of the Control Tower Space by the Lessee shall be subject to all the terms and provisions of this Agreement except for Sections 2, 6, 8, 36, 38 I, 39 (a) through (d), 42 (a) through (g), (j), (m) and (o) (it being understood and agreed the Lessee shall not hereby be relieved from complying with Environmental Requirements), 43, 44, 45, 51, 52, 53 and 54 thereof (which Sections are hereinafter collectively called the "Excluded Sections") and, with the exception of the Excluded Sections, in each and every instance the term Premises is used this Agreement it shall mean and include the Control Tower Space. Further, with respect to the Control Tower Space, in the event of any inconsistency between the terms and conditions of this Agreement exclusive of this Section 78 and the terms and conditions of this Section 78, the terms and conditions of this Section 78 shall in all respects be determinative, effective and controlling.

Section 79. Chapels

The Lessee shall, by separate agreement with the Catholic Diocese of Brooklyn, the New York Board of Rabbis and the Queens Protestant Council of Churches make available to each free of charge a Chapel. The Lessee shall also make available one additional Chapel for other religious use. The construction of such Chapels is provided for in Section 18. The Lessee may charge each such congregation or other users of the chapels for goods and services (including, without limitation, maintenance and utilities used at or by the respective chapel).

Section 80. Notices

Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the offices of such officer or representative during regular business hours, or forwarded to him or her or to the party at such address by registered or certified mail. The Lessee shall from time to time designate in writing an office within the Port of New York District and an officer or

representative whose regular place of business is at such office upon whom notices and requests may be served. Until further notice, the Port Authority hereby designates its Executive Director, and the Lessee designates its General Manager as their officer or representative 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 Lessee designates its office at Terminal Four, JFK International Airport, Jamaica Queens, New York as their respective offices where notices and requests may be served. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof.

Section 81. Miscellaneous

(a) The section 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 stated, shall have the same force and effect as if herein set forth in full.

(c) The parties agree that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be applicable to the interpretation of this Agreement or any amendments, addenda or supplements hereto or any Exhibits hereto.

(d) This Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto, whether so expressed or not.

Section 82. Entire Agreement

This Agreement consists of the following: Sections 1 through 82, inclusive, and the Exhibits listed on the Table of Exhibits to this Agreement. It constitutes the entire agreement

of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written instrument duly executed by the Port Authority and the Lessee. The Lessee and the Port Authority agree that no representations or warranties shall be binding upon the other unless expressed in writing in this Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY NOT USED.

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

ATTEST:

Name:

Title:

APPROVED
Form | Terms

1/18

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

Name: Robert J. Kelly

Title: Director, Aviation Dept.

(Seal)

ATTEST:

Name: Robert J. Gibbons

Title: Attorney

JFK INTERNATIONAL AIR TERMINAL LLC

By

Name: Kurt Eichler

Title: Executive Committee Member

By

Name: Johannes Mohrmann

Title Executive Committee Member

ATTEST:

Name: Robert J. Gibbons

Title: Attorney

ATTEST:

Name: Robert J. Gibbons

Title: Attorney

By

Name: Christopher S McKenna,

Title duly authorized delegate of Brian F. Prince, Executive Committee Member

EXHIBIT 1.1 **COMPLETED ITEMS OF CONSTRUCTION THAT CONSTITUTE DATE OF BENEFICIAL OCCUPANCY**

(A) MAIN TERMINAL BUILDING IS COMPLETED ON ALL LEVELS. ACTIVATE ALL NEW ROADS.

(B) CONSTRUCTION OF NEW EAST FINGER SUBSTANTIALLY COMPLETE.

(C) DEMOLITION OF TEMPORARY MEETER/GREETER HALL COMMENCES.

(D) COMMENCE DEMOLITION OF EXISTING WING BUILDINGS.

(E) COMMENCE DEMOLITION OF EXISTING CUSTOMS HALL AND REMAINING FINGER STRUCTURES. RETAIN REDUNDANT SERVICE CONNECTIONS TO THE CONTROL TOWER.

(F) ABATEMENT/DEMOLITION ACCELERATED TO ALLOW STAIR TOWERS TO BE BUILT.

(G) TEMPORARY EGRESS CORRIDOR LINK TO EXISTING STAIRS.

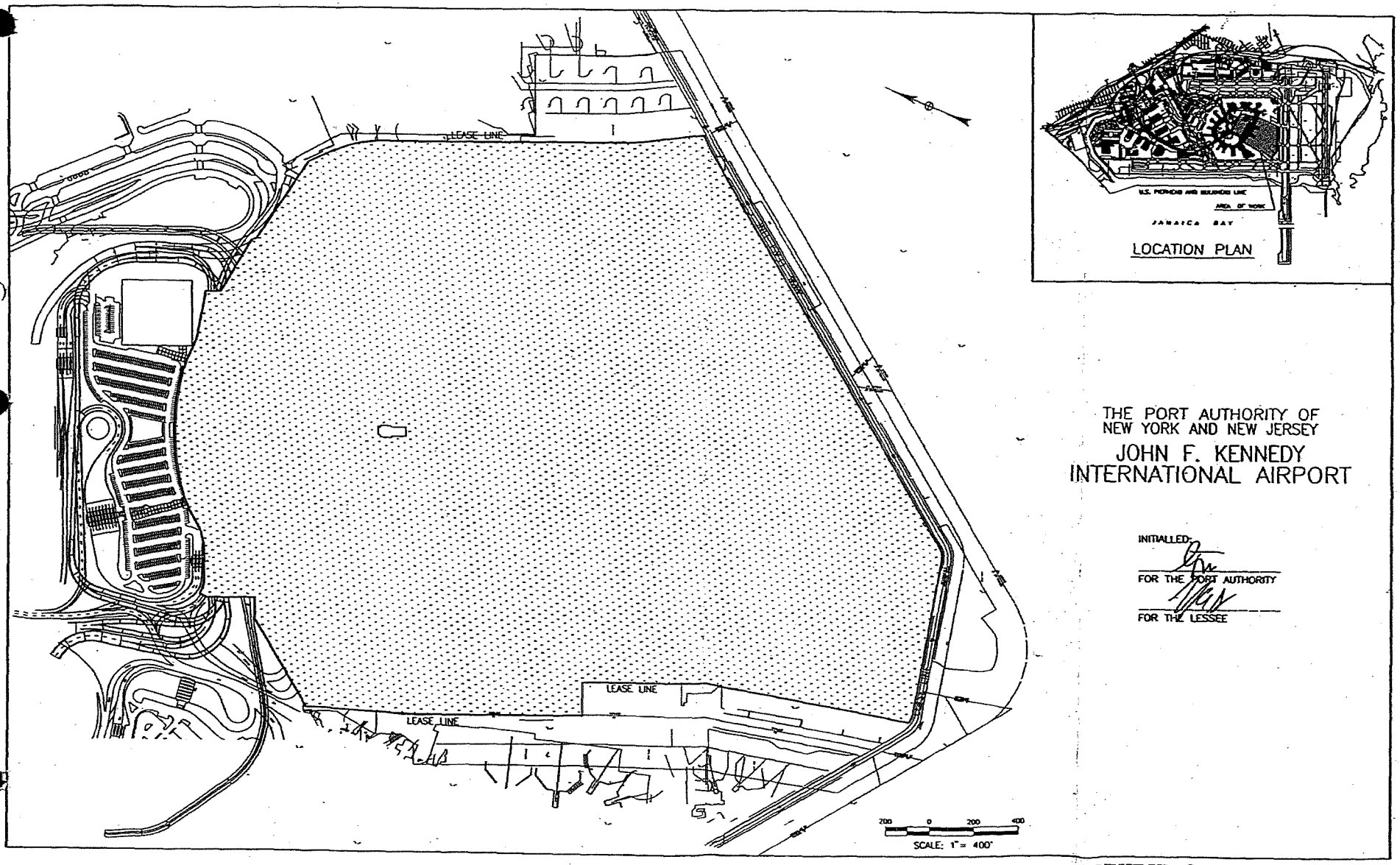
(H) CONNECTOR TO TOWER PARTIALLY MAINTAINED.
CONSTRUCTION OF ELEVATOR AND STAIRS BEGINS.

(I)	ACTIVE CONTACT GATES	10
(J)	ACTIVE HARDSTANDS	12
(K)	ACTIVE MOBILE LOUNGE DOCKING POSITIONS	8

INITIALED:

FOR THE PORT AUTHORITY

FOR THE LESSEE



LOCATION PLAN

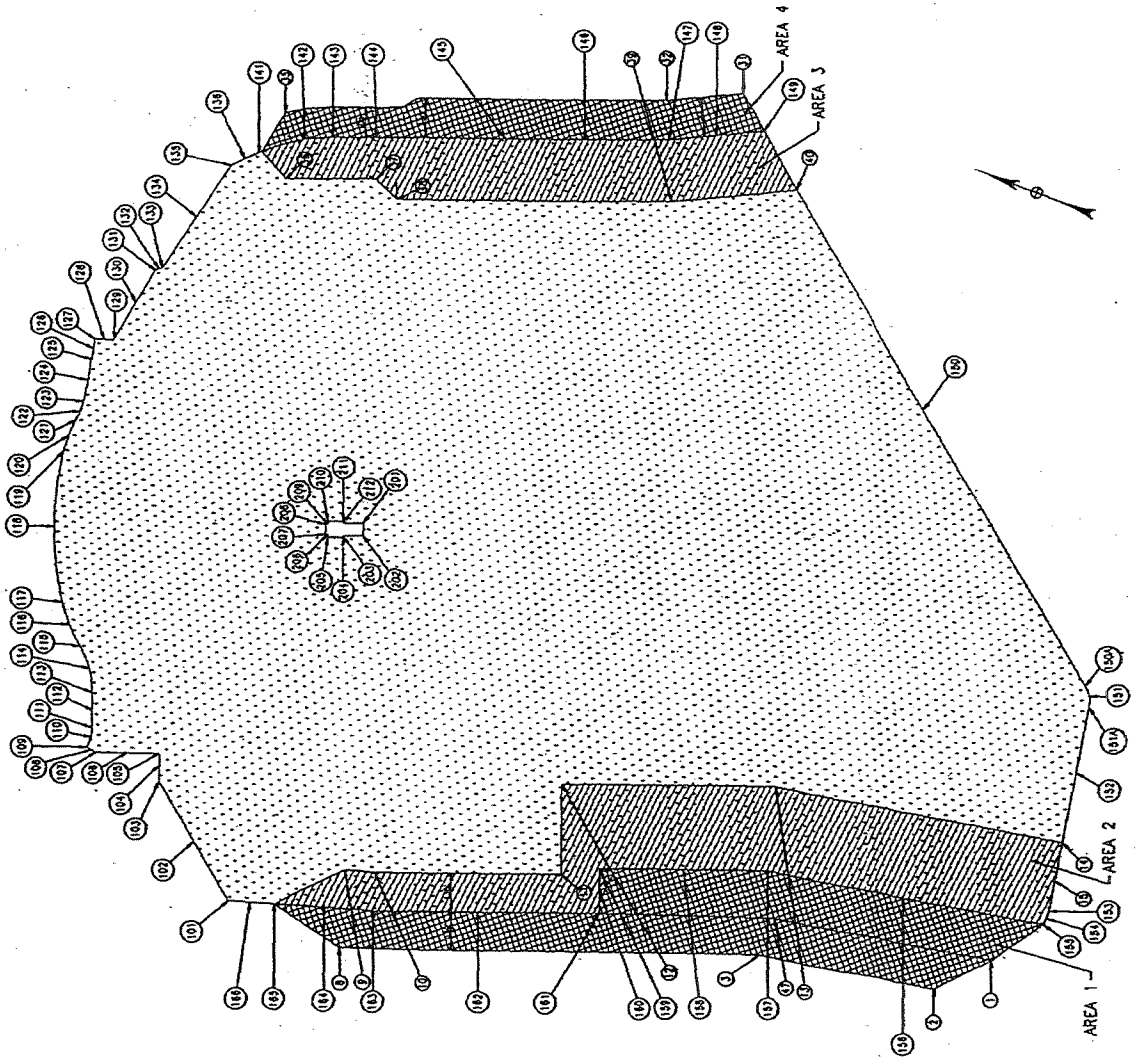
THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY

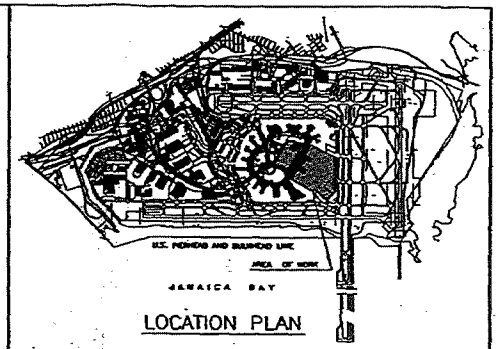
JOHN F. KENNEDY
INTERNATIONAL AIRPORT

INITIALLED:

FOR THE PORT AUTHORITY

FOR THE LESSEE





LOCATION PLAN

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY

JOHN F. KENNEDY
INTERNATIONAL AIRPORT

INITIALLED:

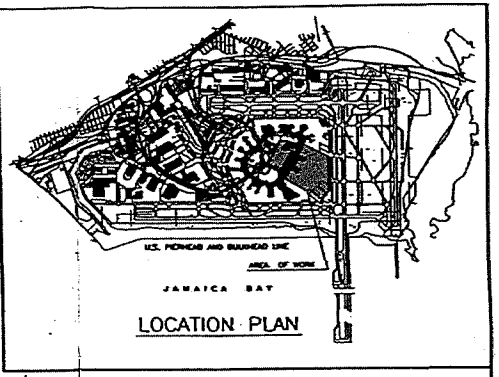
FOR THE PORT AUTHORITY

FOR THE LESSEE

EXHIBIT 2.1 PAGE 2 OF 2

DATA TABLE
(COORDINATES, BEARINGS, ETC.)

NO.	DESCRIPTION	NO.	DESCRIPTION	NO.	DESCRIPTION	NO.	DESCRIPTION	NO.	DESCRIPTION	NO.	DESCRIPTION
1	S 59,334.600 E 73,703.700	26	NOT USED	101	S 57,851.6858 E 71,629.6514	120	R= 455.000' Δ= 13°-52'-11.5" L= 110.144' C= 109.875' CC= S 56601.2563 E 72261.8315	141	S 55,772.630 E 73,026.357	160	150.000' N 31°-38'-57.99" E
2	S 59,315.616 E 73,490.103	27	NOT USED	102	459.927' N 1°-27'-43.7"E			142	R= 600.000' Δ= 23°-54'-35.79" L= 250.384' C= 99.344' CC= S 56357.163 E 72945.550	161	S 58,520.854 E 72,660.440
3	S 58,910.513 E 73,046.517	28	NOT USED	103	S 57,391.9178 E 71,641.3869					162	749.415' S 58°-26'-41.00" E
4	NOT USED	29	NOT USED	104	93.243' N 31°-46'-34.0" E	121	S 56,210.7443 E 72,028.3248			163	S 58,128.669 E 72,021.836
5	NOT USED	30	NOT USED	105	S 57,312.6462 E 71,690.4886	122	R= 345.000' Δ= 16°-33'-21.7" L= 99.690' C= 99.344' CC= S 55914.6418 E 71851.2703	143	S 55,856.402 E 73,260.387	164	327.654' S 54°-46'-05.06" E
6	S 58,075.851 E 71,817.042	31	S 56,441.430 E 74,507.245	106	213.189' N 58°-13'-26.0" W			144	437.400' S 58°-21'-00" E	165	S 57,939.649 E 71,754.200
7	NOT USED	32	S 56,330.617 E 74,277.453	107	S 57,200.3808 E 71,509.2543			145	S 56,085.918 E 73,632.731	166	152.479' S 54°-46'-05.16" E
8	S 58,175.732 E 71,863.126	33	NOT USED	108	36.027' N 30°-19'-02.0" W	123	S 56,148.0162 E 72,105.3597	146	683.938' S 58°-21'-00" E		
9	S 57,963.358 E 72,013.117	34	NOT USED	109	S 57,169.2809 E 71,491.0685			147	S 56,444.800 E 74,214.946	NO.	AICT COORDINATES
10	S 58,020.074 E 72,093.423	35	S 55,704.139 E 73,170.047	110	R= 130.000' Δ= 29°-52'-18.7" L= 67.777' C= 67.012' CC= S 57054.8749 E 71429.3331			148	319.958' S 64°-15'-18.6" E	201	S 57,005.4700 E 72,668.5900
11	S 58,342.156 E 72,617.875	36	S 55,891.064 E 73,055.532			124	169.927' N 42°-34'-00.0" E	149	S 56,583.778 E 74,503.144	202	S 57,041.1700 E 72,646.4100
12	S 58,086.773 E 72,775.292	37	S 56,048.403 E 73,310.784			125	S 56,072.8665 E 72,220.3064	150	2134.383' S 1°-39'-00" W	203	S 57,006.7345 E 72,591.2811
13	S 58,464.642 E 73,388.719	38	S 56,140.440 E 73,352.411	111	S 57,123.3331 E 71,539.8477	126	R= 95.000' Δ= 9°-10'-12.0" L= 15.204' C= 15.188' CC= S 55958.6040 E 72150.3398	150a	S 58,717.271 E 74,441.685	204	S 57,011.8233 E 72,588.1024
14	S 59,120.199 E 74,106.550	39	S 56,623.981 E 74,116.861	112	117.360' N 31°-46'-34.0" E			151	R= 100.000' Δ= 40°-45'-13.7" L= 71.129' C= 69.639' CC= S 58716.392 E 74341.727	205	S 56,985.4316 E 72,545.1186
15	S 59,216.193 E 74,018.884	40	S 56,807.156 E 74,496.709	113	S 57,023.5636 E 71,601.6498					206	S 56,976.3900 E 72,550.6700
16	S 58,763.350 E 73,523.025	41	S 56,624.293 E 74,501.977	114	R= 295.000' Δ= 31°-30'-45.6" L= 162.250' C= 160.213' CC= S 56868.2162 E 71350.8666	127	S 56,010.8850 E 72,229.6534			207	S 56,971.9500 E 72,543.5100
17	S 57,742.849 E 71,874.622	42	S 56,477.300 E 74,197.158			128	67.650' S 56°-36'-12.0" E	151a	S 58,781.827 E 74,415.568	208	S 56,944.1500 E 72,560.6900
18	NOT USED	43	S 56,353.539 E 73,996.381			129	S 56,048.1317 E 72,286.1329	152	693.706' S 42°-24'-13.81" W	209	S 56,948.4300 E 72,568.0300
19	NOT USED	44	S 56,020.962 E 73,456.851	115	S 56,869.5725 E 71,645.8635	130	271.547' N 62°-42'-20.0" E	153	S 59,294.067 E 73,947.766	210	S 56,939.6033 E 72,573.5574
20	NOT USED	45	S 55,947.425 E 73,223.312	116	R= 505.000' Δ= 18°-13'-12.2" L= 160.590' C= 159.914' CC= S 56871.8942 E 72150.8562	131	S 55,923.6102 E 72,527.4461	154	R= 100.000' Δ= 26°-25'-52.44" L= 46.160' C= 45.751' CC= S 59226.632 E 73873.925	211	S 56,966.3205 E 72,616.3567
21	NOT USED	46	S 55,927.540 E 72,879.045			132	24.021' S 75°-59'-43.5" E			212	S 56,971.4320 E 72,613.2148
22	NOT USED	47	S 56,835.324 E 73,156.996			133	S 55,929.4232 E 72,550.7530				
23	NOT USED	48	NOT USED	117	S 56,711.7935 E 71,671.9085	134	413.715' N 65°-43'-07.9" E	155	S 59,319.896 E 73,910.003		
24	NOT USED	49	S 56,781.827 E 74,415.568	118	R= 1103.000' Δ= 26°-46'-09.6" L= 515.336' C= 510.662' CC= S 57061.4789 E 72718.0104	135	S 55,759.2976 E 72,927.8706	156	935.309' S 47°-35'-46.28" E		
25	NOT USED	50	S 56,717.271 E 74,441.685			136	99.385' S 82°-17'-26.03" E	157	S 58,689.169 E 73,219.361		
								158	564.113' S 58°-21'-00.30" E		
				119	S 56,278.1062 E 71,941.5207			159	S 58,393.163 E 72,739.148		



LOCATION PLAN

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY

JOHN F. KENNEDY
INTERNATIONAL AIRPORT

INITIALLED:

FOR THE PORT AUTHORITY

FOR THE LESSEE

NOTE: COORDINATES, EXPRESSED IN FEET, AND BEARINGS REFER TO THE GRID SYSTEM OF THE BOROUGH OF QUEENS TOPOGRAPHICAL BUREAU.

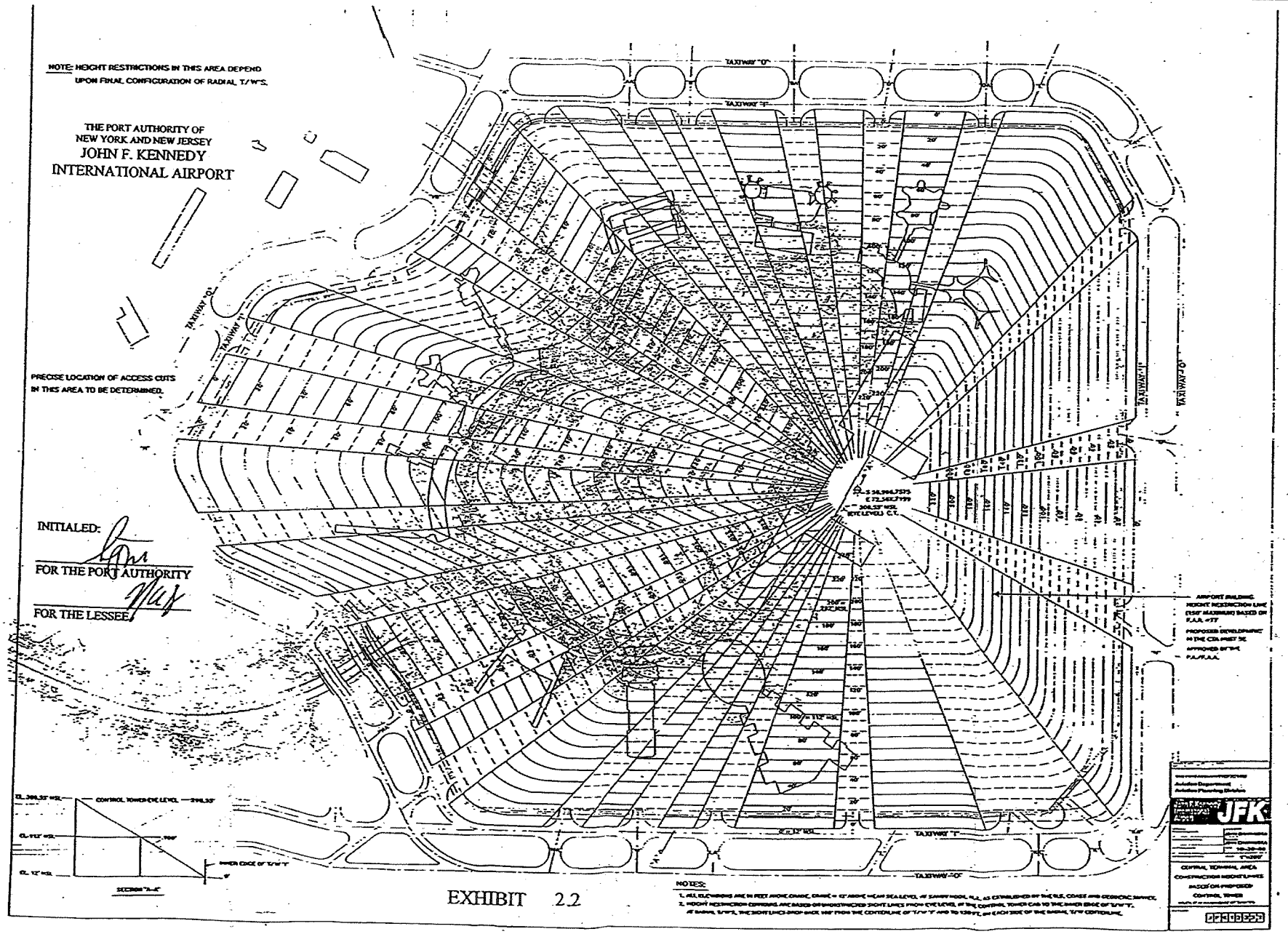
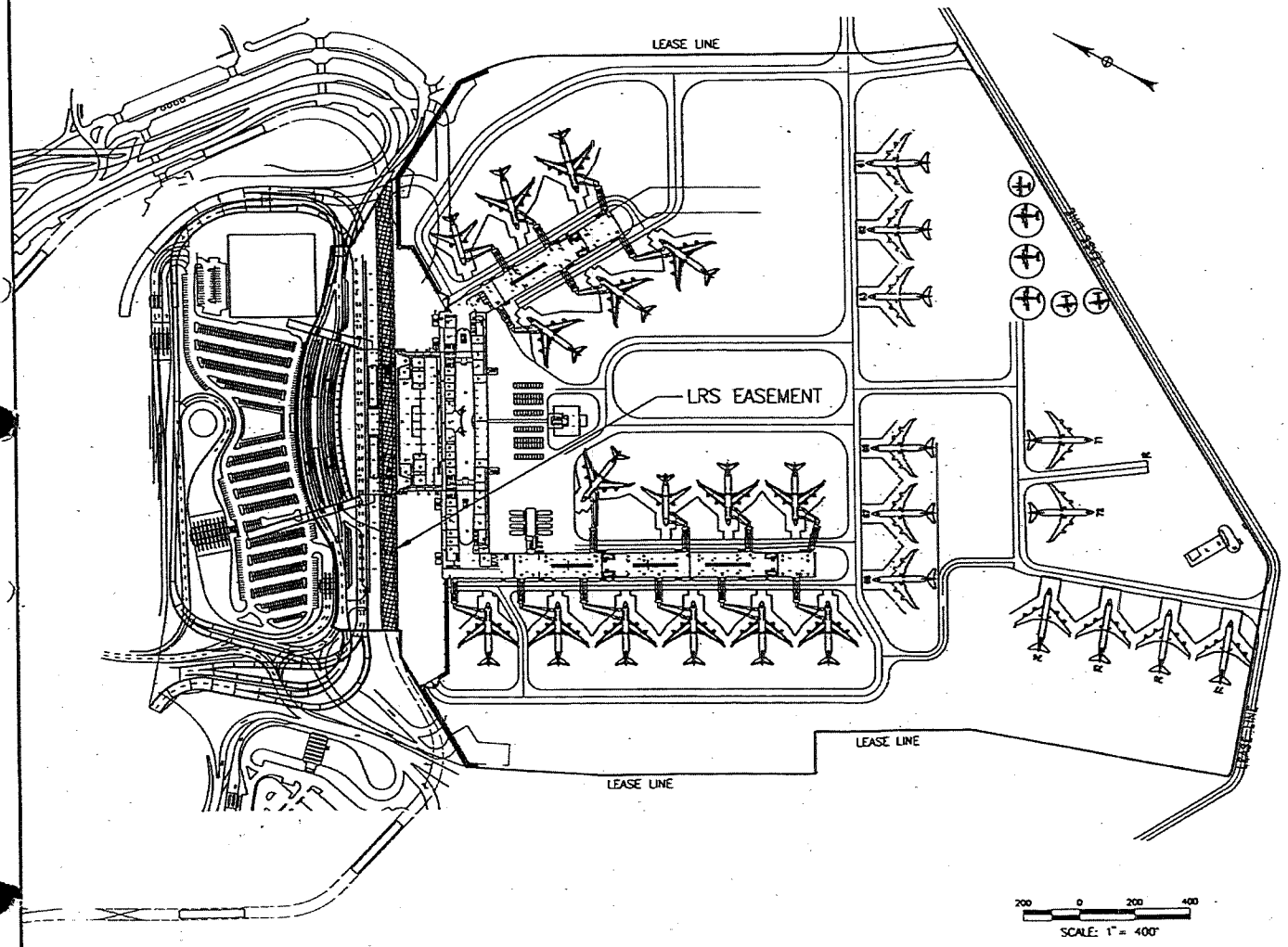
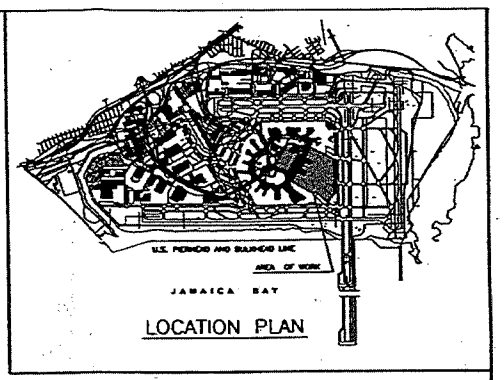

NOTE: HEIGHT RESTRICTIONS IN THIS AREA DEPEND UPON FINAL CONFIGURATION OF RADIAL T/W'S.
THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
JOHN F. KENNEDY INTERNATIONAL AIRPORT
PRECISE LOCATION OF ACCESS CUTS IN THIS AREA TO BE DETERMINED.
INITIALED:
FOR THE PORT AUTHORITY
FOR THE LESSEE
TAXIWAY "O"
TAXIWAY "T"
TAXIWAY "O"
TAXIWAY "T"
TAXIWAY "O"
TAXIWAY "T"
TAXIWAY "O"
CONTROL TOWER EYE LEVEL
SECTION "A-A"
NOTES:
JFK

EXHIBIT 2.2





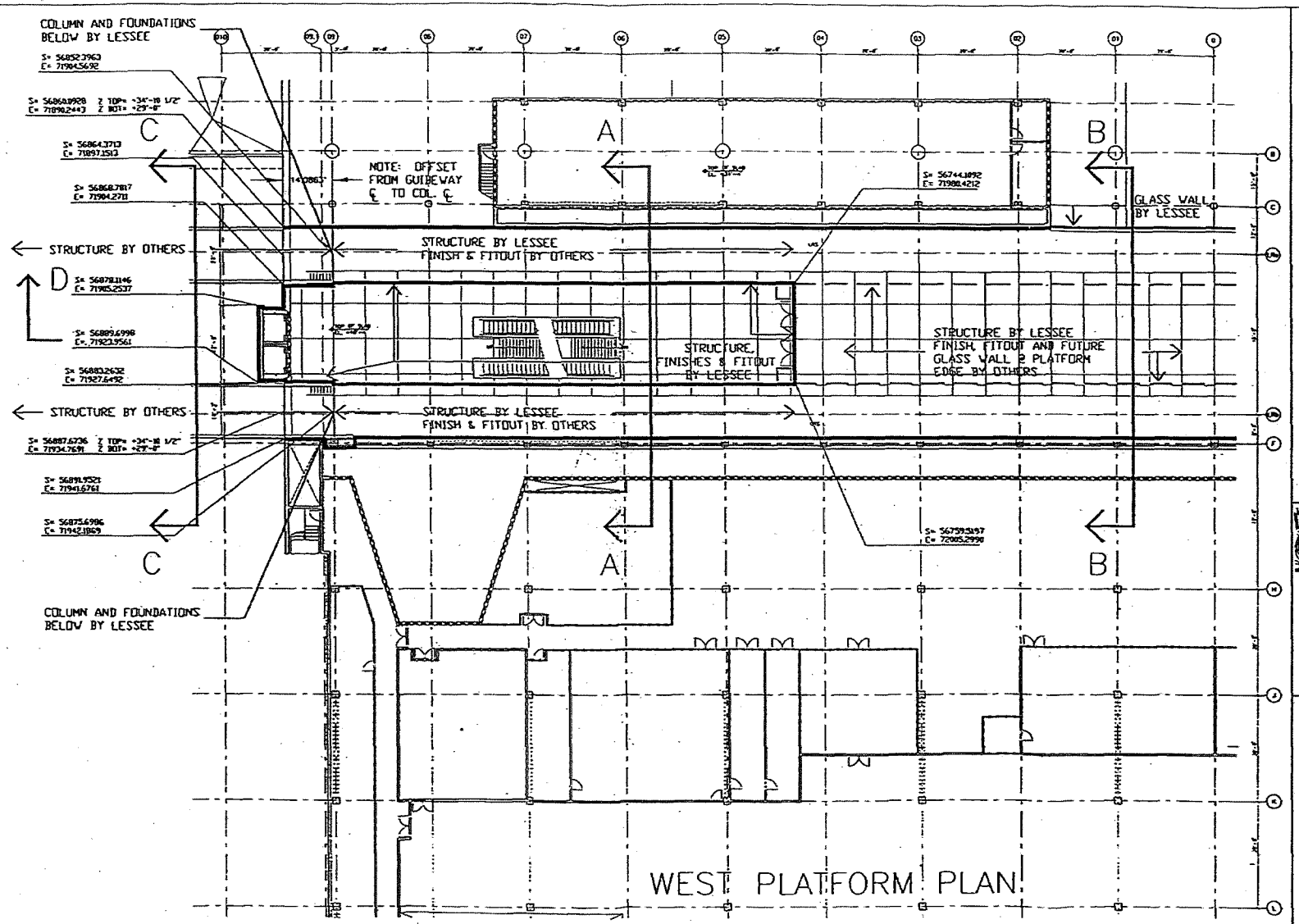
THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY

JOHN F. KENNEDY INTERNATIONAL AIRPORT

INITIALLED:

FOR THE PORT AUTHORITY

FOR THE LESSEE



THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
JOHN F. KENNEDY INTERNATIONAL AIRPORT

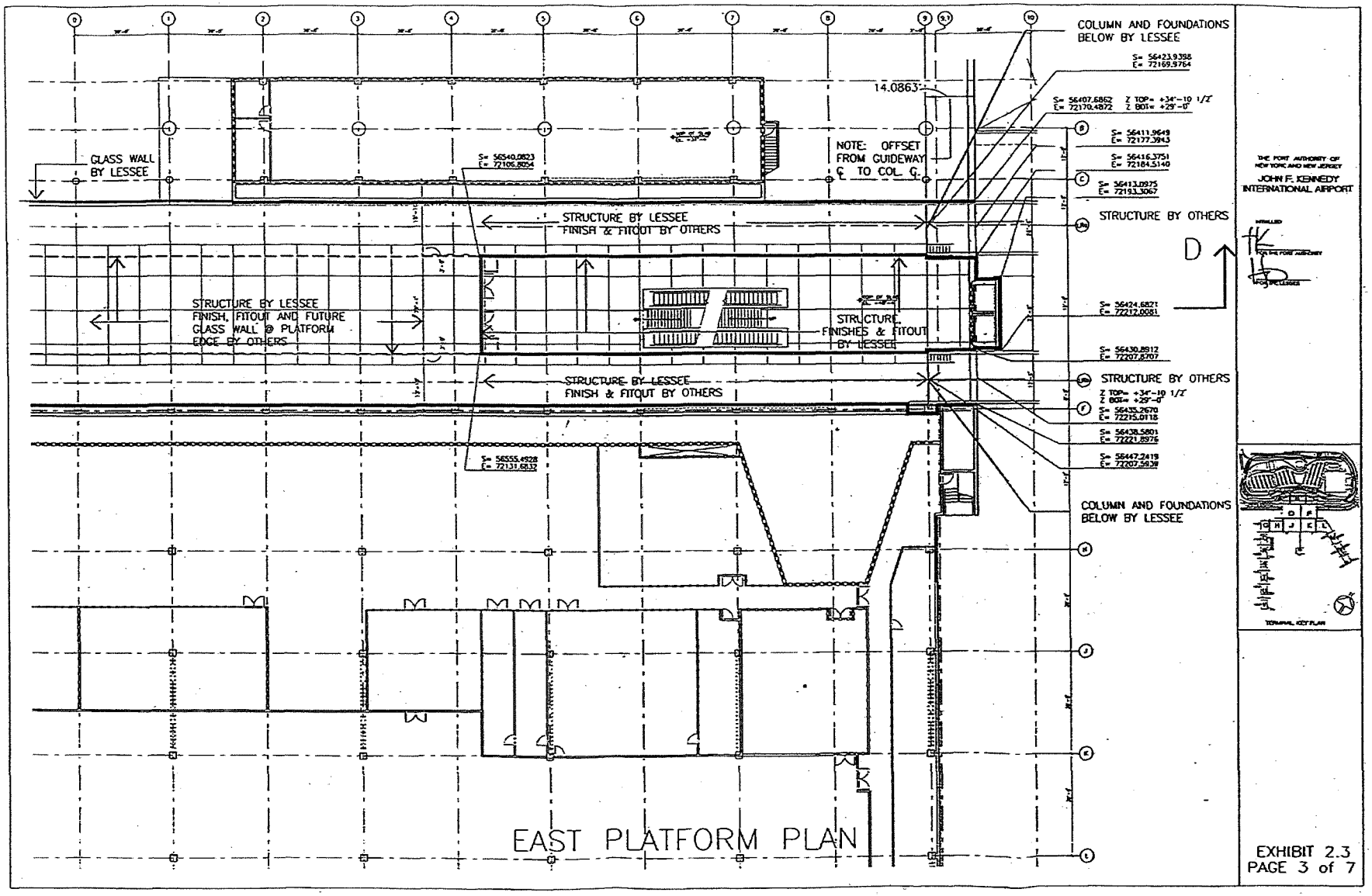
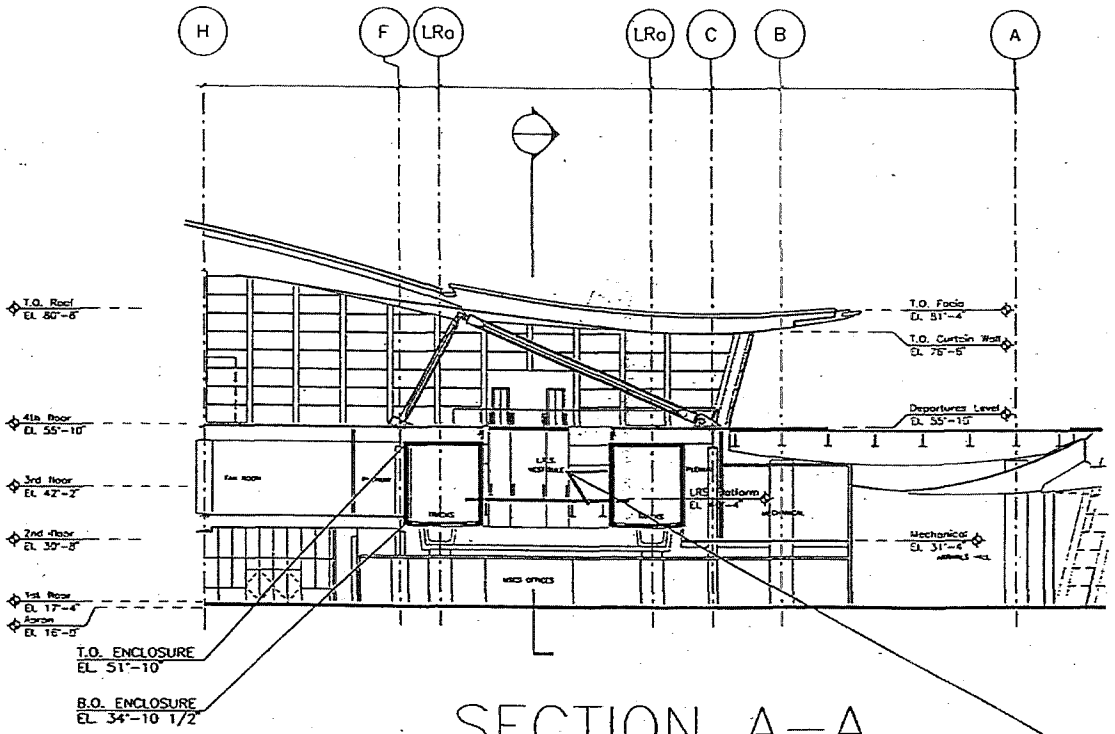


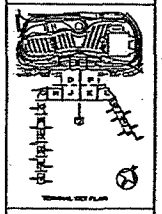
EXHIBIT 2.3
PAGE 3 of 7

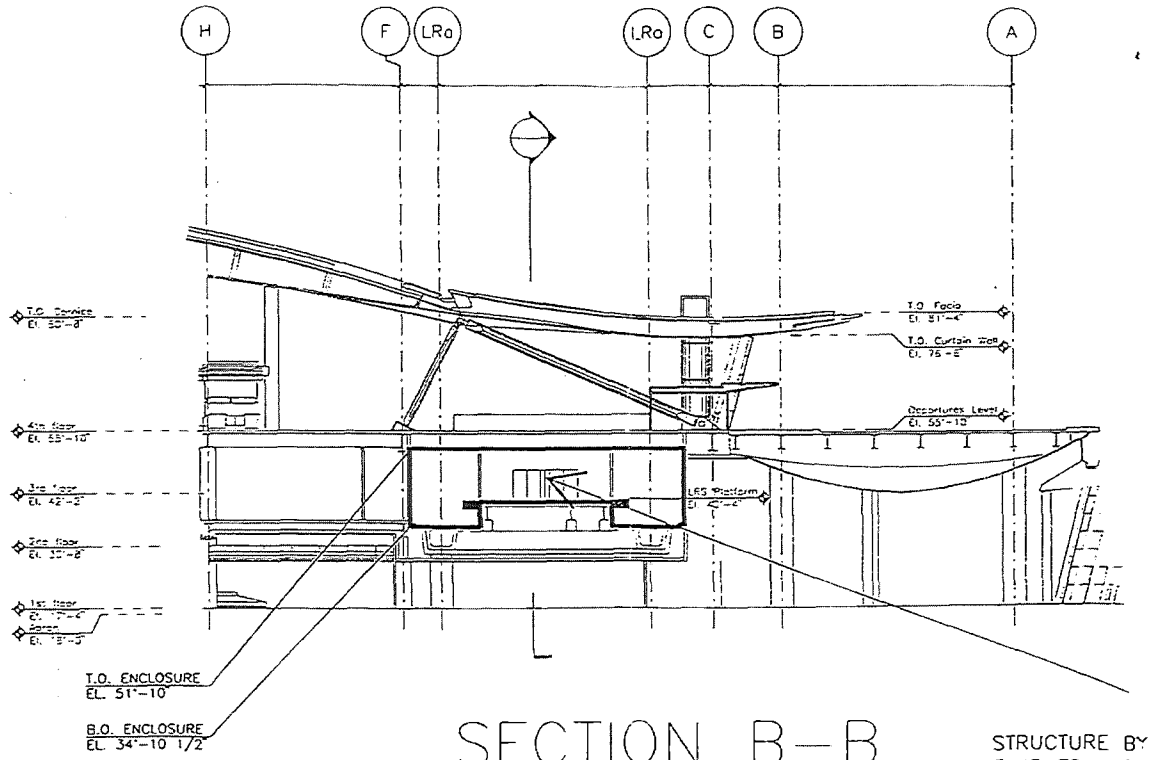


SECTION A–A

STRUCTURE BY LESSEE
FINISHES AND FITOUT BY LESSEE

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
JOHN F. KENNEDY INTERNATIONAL AIRPORT

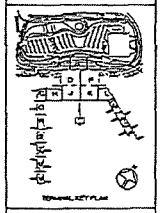


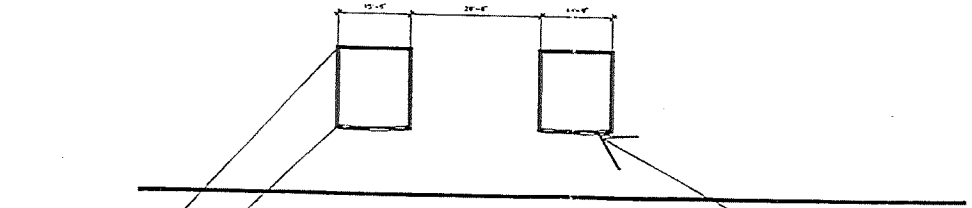


SECTION B-B

STRUCTURE BY LESSEE
FINISHES AND FITOUT BY OTHERS

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
JOHN F. KENNEDY INTERNATIONAL AIRPORT

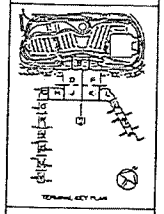


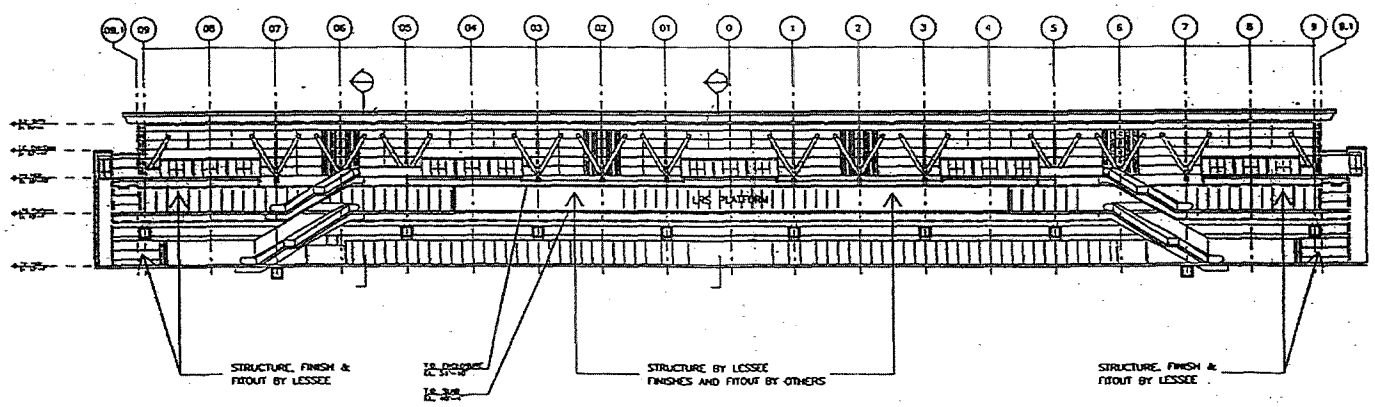


SECTION C-C

STRUCTURE BY OTHERS
FINISHES AND FITOUT BY OTHERS

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
JOHN F. KENNEDY INTERNATIONAL AIRPORT





SECTION D–D

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

JOHN F. KENNEDY INTERNATIONAL AIRPORT

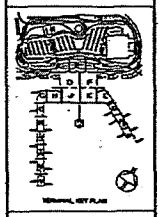


EXHIBIT 2.3
PAGE 7 of 7

EXHIBIT 2.4

EXISTING OCCUPANTS

PORT AUTHORITY NUMBER	COMPANY
Counterspace Permits	
AYB-611	Aer Lingus Shannon Limited
AYB-763	Air India
AYB-273	Alia, The Royal Jordanian Airlines Corp.
AYC-068	Alitalia Linee Aeree Italiane S.P.A.
AY-671	American Airlines, Inc.
AYC-578	Asiana Airlines, Inc.
AYB-996	British Airways, PLC
AY-670	Compagnie Nationale Air France
AY-683	Deutsche Lufthansa Aktiengesellschaft
AYC-067	El Al Israel Airlines, Ltd.
AY-680	Flugleider H.F.
AYC-087	Iberia Lineas Aereas De Espana SA
AYC-086	Japan Airlines Company., Ltd.
AY-681	KLM Royal Dutch Airlines
AYC-192	Korean Airlines
AYC-101	Northwest Airlines, Inc.
AYC-060	Pakistan International Airlines Corp.
AYC-287	Tower Air, Inc.
AYC-002	Trans World Airlines
AYB-997	United Airlines, Inc.
Leases & Permits	
AYB-267	Aer Lingus Shannon Limited
AYA-903	American Express Travel Related Services Company, Inc.

PORT AUTHORITY NUMBER	COMPANY
AYB-661	American Express Travel Related Services Company, Inc.
AYA-874	Anthony & Frank Airport Enterprises
AYA-978	At the Airport, LLC
AY-731	Avis Rent-A-Car System, Inc.
AYB-291	Budget Rent A Car Corporation
AYB-492	Canyon Trading Company, Inc.
AYA-922	Citibank, N.A.
AYC-336	Concordia Worldwide Hotel Reservations, Inc.
AYC-227	Design America Limited Partnership
AYB-292	Dollar Rent-A-Car Systems, Inc.
AYB-891	DynAir Services, Inc.
AYB-615	DynAir Services, Inc.
AYC-591	Erwin Pearl, Inc.
AYC-679	Erwin Pearl, Inc.
AYC-601	Faber, Inc.
AYB-421	Faber, Inc.
AYC-308	Fan Fair at JFK, Inc.
AYC-579	Fan Fair at JFK, Inc.
AY-732	Hertz Corporation, The
AYA-700	Host Services of NY, Inc.
AYC-595	I Santi JFK, Inc.
AYC-777	I Santi JFK, Inc.
AYC-655	International Shoppes, Inc.
AYB-156	International Shoppes, Inc.
AYB-044	International Shoppes, Inc.
AYA-943	International Shoppes, Inc.
AYA-563	National Car Rental System, Inc.
AYC-604	Natural Energy Unlimited, Inc.

PORT AUTHORITY NUMBER	COMPANY
AYC-110	Natural Energy Unlimited, Inc.
AYB-481	Rogers of New York, Inc.
AYC-605	SATA, LLC
AYB-795	Société Intérnationale de Télécommuications Aéronautiques
AYC-277	Spellbound Music, Ltd.
AYC-614	Spellbound Music, Ltd
AYC-686	Summit Security Services, Inc.
AYC-582	Sunglass Hut Trading Corp.
AYC-123	Tele-Trip Company, Inc.
AYC-035	Thomas Cook Currency Services, Inc.
AYC-571	Tie Rack Aviation Partners, Tie Rack (US), Inc., and Fenton Hill American, Limited
AYB-484	Trager, Dr. Robert M.
AYC-706	Trans World Amusement, Inc.
AYC-034	Travelex America, Inc
AYC-499	Tri-Way Security & Escort Service, Inc.
AYB-616	Triangle Aviation Services, Inc.
AYA-435	U.S. Weather Bureau
AYA-160	U.S. Weather Bureau

PORT AUTHORITY NUMBER	COMPANY
Airline Use Agreements	
AYA-648	Aerolineas Argentinas
AYA-463	Iberia Lineas Aereas De Espana SA
AYA-457	Iberia Lineas Aereas De Espana SA
AYB-436	Kuwait Airlines

INITIALED:

FOR THE PORT AUTHORITY

FOR THE LESSEE

EXHIBIT 2.5

PRIOR OCCUPANCY AGREEMENTS

PORT AUTHORITY NUMBER	COMPANY
AYA-459	Aer Lingus Shannon Limited
AYA-454	Air India
AYC-619	Air Jamaica, Ltd.
AYC-661	Air Afrique
AYB-275	Alia, The Royal Jordanian Airlines Corp.
AYA-455	Alitalia Linee Aerree Italiane S.P.A.
AYA-467	Alitalia Linee Aerree Italiane S.P.A.
AYC-653	APA International Air, S.A.
AYA-468	Asiana Airlines, Inc.
AYC-377	Balkan Bulgarian Airlines
AYC-662	Biman Bangladesh Airlines
AYA-453	Compagnie Nationale Air France
AYB-006	Compagnie Nationale De Transports Aeriens Royal Air Maroc
AYC-620	Czech Airlines A.S.
AYA-462	Deutsche Lufthansa Aktiengesellschaft
AYC-617	Egyptair
AYA-456	El Al Israel Airlines, Ltd.
AYC-589	EVA Airways Corporation
AYA-458	Flugleider H.F.
AYC-666	Ghana Airways Corp.
AYB-468	Guyana Airways Corporation
AYA-460	Japan Airlines Company, Ltd.
AYA-461	KLM Royal Dutch Airlines
AYC-176	Korean Airlines

EXHIBIT 5.1

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

Lease No. AYC-685
John F. Kennedy International Airport

CONSENT TO SUBLEASE AGREEMENT

THIS AGREEMENT, made as of _____ by and among THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (the "**Port Authority**"), a body corporate and politic created by Compact between the States of New York and New Jersey with the consent of the Congress of the United States of America, having an office for the transaction of business at One World Trade Center in the Borough of Manhattan, City, County and State of New York, JFK INTERNATIONAL AIR TERMINAL LLC (the "**Lessee**"), a New York limited liability company, having an office for the transaction of business at Terminal 4 at John F. Kennedy International Airport in the Borough and County of Queens, City and State of New York and **[*Name of Sublessee*]** (the "**Sublessee**"), a **[*Entity/Jurisdiction of Formation*]**, having an office for the transaction of business at **[*Business Address of Sublessee*]**,

W I T N E S S E T H:

WHEREAS, the Port Authority and the Lessee have entered into that certain Agreement of Lease, dated May 13, 1997 and identified by Port Authority Lease No. AYC-685 (the "**Lease**") covering certain premises (the "**Premises**") and rights and privileges at and in respect of Terminal 4 at John F. Kennedy International Airport (the "**Airport**"); and

WHEREAS, in accordance with the terms of the Lease, the Lessee and the Sublessee are entering into an agreement (the "**Sublease**"), a copy of which is attached hereto, under which the Lessee grants to the Sublessee the right to use and/or occupy certain areas and facilities (the "**Subleased Premises**") for the purposes set forth in

the Sublease, subject to the consent of the Port Authority and the execution of this Agreement by and among the Lessee, the Sublessee and the Port Authority;

NOW, THEREFORE, in consideration of the covenants and mutual agreements of all the parties hereto, the parties hereby agree as follows:

1. Consent to Sublease. On the terms and conditions contained in this Agreement, the Port Authority consents to the Sublease.

2. Subject to Lease. This Agreement is subject to the terms of the Lease and nothing contained herein shall be deemed to alter the rights, powers, privileges and obligations of either the Lessee or the Port Authority under the Lease. Nothing contained herein shall be deemed to grant to the Sublessee any rights not granted to the Lessee under the Lease.

3. No Waiver. The granting of the consent hereunder by the Port Authority shall not be deemed a waiver of its required consent to any other subleasing (including any subleasing by the Lessee or the Sublessee) or other transaction, or the use and occupancy of all or part of the Subleased Premises by any person other than the Sublessee. Any assignment of the Sublease, whether direct or indirect, shall separately require the Port Authority's prior written consent. Except as expressly stated herein, this Agreement shall not constitute a waiver of any right of the Port Authority, under the Lease or otherwise.

4. Changes to Sublease. The Sublease shall not be changed, discharged or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority, except as expressly set forth in the Lease.

5. Expiration without Notice. Notwithstanding anything contained in the Sublease, unless the Sublease shall have terminated or expired earlier in accordance with its terms, the Sublease and this Agreement shall expire without notice to the Sublessee on the day preceding the date of expiration or termination of the Lease.

6. Compliance with Lease. The Sublessee hereby agrees, to the extent applicable, to assume, observe, be bound by, comply with and be subject to all the terms, provisions, covenants and conditions of the Lease, to the same extent as if it were the Lessee under the Lease, including the obligations of the Lessee under the Lease dealing with use of the Premises, compliance with laws, compliance with Port Authority Rules and Regulations, refraining from prohibited activities and operations, rights of entry and non-discrimination, affirmative action, and ongoing affirmative action equal-opportunity commitment.

7. No Consent to Construction. Nothing contained in this Agreement or the Sublease shall constitute a consent to the erection of any structures or the making of any improvements, alterations, modifications, additions, repairs or replacements to the Premises, including without limitation the installation of any signs at the Airport. No such construction or installation shall be performed without the prior written approval of the Port Authority in accordance with the provisions of the Lease.

8. Indemnification. (a) The Sublessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, as third party beneficiaries under this Agreement, from and against (and shall reimburse the Port Authority for its costs and expenses including legal expenses incurred in connection with the defense of) all claims and demands (including claims and demands in respect of death, personal injury or property damage) arising out of the use or occupancy of the Premises by the Sublessee, or by others with its consent, or out of any other acts or omissions of the Sublessee, its officers, representatives, agents and contractors and employees on the Premises or elsewhere at the Airport and its guests, invitees and business visitors on the Premises, or out of the acts or omissions of others on the Premises with the Sublessee's consent, including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or through agreement of the Port Authority with the said City of New York.

(b) If so directed, the Sublessee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and 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.

9. Insurance. [*For Subleases other than Airline Subleases:* (a) The Sublessee shall maintain insurance coverage in such types and amounts as are provided in the Sublease.]

[*For Airline Subleases only:* (a) The Sublessee shall maintain the following insurance coverages:

(1) Public Liability Insurance, including contractual liability, premises-operations, products, completed operations and liquor liability, and covering bodily injury, including death, and property damage liability, and broadened to include (or equivalent separate policies covering) aircraft liability, none of the foregoing to contain care, custody and control exclusions, with a combined single limit of $100 million per occurrence for bodily injury and property damage liability; and

(2) Commercial Automobile Liability Insurance (if motor vehicles are being used by the Sublessee) covering owned, non-owned and hired vehicles, including automatic coverage for newly acquired vehicles, with a combined single limit of $25 million per occurrence for bodily injury and property damage liability.]

(b) Each policy shall be issued by a company or companies approved by the Port Authority and shall provide, or contain an endorsement providing, (x) that the protection afforded the Sublessee thereunder with respect to any claim or action by a third person shall pertain and apply with like effect with respect to any claim or action against the Sublessee by the Port Authority, but such endorsement shall not limit or otherwise change the protection afforded the Port Authority thereunder as an additional insured, and (y) that the protection afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Sublessee shall be the same as the protection afforded the Sublessee thereunder with respect to any claim or

action against the Sublessee by a third person, as if the Port Authority were the named insured thereunder. Each policy shall also contain a contractual liability endorsement covering the obligations assumed by the Sublessee under Section 8 above.

(c) The Port Authority shall have the right to review all insurance coverages and policies required by the Port Authority for adequacy of terms, conditions and limits and, upon notice to the Sublessee given from time to time and at any time, to require the Sublessee (x) to amend or modify the insurance coverage or (y) to obtain such other or additional insurance, in such amounts and against such other insurable hazards, as the Port Authority may reasonably deem necessary. The Sublessee shall promptly comply with such requirements and shall promptly submit to the Port Authority a certificate or certificates evidencing such compliance.

(d) (i) The Sublessee shall deliver to the Port Authority, upon execution and delivery of this Agreement, a certificate evidencing the existence of each policy or a binder, in each case accompanied by evidence of payment of the premium for the policy. Any binder delivered shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Any renewal policy, or evidence thereof, as provided above, shall be delivered to the Port Authority prior to the expiration of the expiring policy. In addition, a certified copy of each policy shall be delivered to the Port Authority promptly upon the Port Authority's request at any time.

(ii) 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 thirty (30) days' advance written notice to the Port Authority. Each such copy or certificate required shall contain a provision that the insurer shall not, without the express advance written permission of 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.

10. Payments upon Lessee's Default. If (a) an Event of Default with respect to the Lessee's monetary obligations under the Lease has occurred and is continuing, (b) there are no longer any Passenger Terminal Bonds outstanding and (c) either (x) the Lessee is not pursuing dispute resolution procedures under Section 25 of the Lease or (y) the Lessee has not submitted a claim to a tribunal with jurisdiction over the matter, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Lessee in the amount of such default. No such payment shall relieve the Lessee from any obligations under the Lease or under this Agreement, but all such payments shall be credited against the obligations of the Lessee and the Sublessee.

11. Activities Requiring Permit. The Sublessee is prohibited from performing any activities or services for others at the Subleased Premises or any other area at the Airport with respect to which a Port Authority permit is required, unless the Sublessee obtains the appropriate Port Authority permit and pays the relevant fees to the Port Authority and the Lessee, as applicable.

12. Late Charges. (a) If the Sublessee should fail to pay when due any amount required under this Agreement to be paid to the Port Authority, including any payment of fees, or any other amounts or charges and if any such amount is found as the result of an audit to have been due, then the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (described below) during the entirety of which such amount remains unpaid.

(b) Each such late charge shall not exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Agreement. Each late

charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charges payable under the provisions of this Section, with respect to such unpaid amount.

(c) Nothing in this Section 12 shall be deemed to modify in any way (x) any rights of the Port Authority under this Agreement or (y) any obligations of the Sublessee under this Agreement. In the event that any late charge imposed pursuant to this Section shall exceed a legal maximum applicable to such late charge, then in such event, each such late charge payable under this Agreement shall be payable instead at such legal maximum.

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

14. No Personal Liability. No commissioner, director, officer, agent, owner, member or employee of any party to this Agreement shall be personally charged or held contractually liable by or to any other party under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement, or because of any breach hereof, or because of its or their execution or attempted execution hereof.

15. Governing Law. This Agreement and its interpretation, validity and enforceability shall be governed by the laws of the State of New York.

16. Lease Controlling. In any conflict between the terms of the Lease, the Sublease and this Agreement, the terms of the Lease shall control.

17. Interpretation. References herein to the Sublessee shall mean and include the Sublessee and its officers, agents, employees and also others on the Premises or the Subleased Premises or the Airport with the consent of the Sublessee. The words "include" or "including" herein are not intended as words of limitation. The captions used in this Agreement are for convenience of reference only, and shall not be construed in any manner to define, limit or describe the scope or intent of the terms and provisions of this Agreement.

18. Revocation. If any one or more of the following events shall occur:

(1) The Sublessee 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, including, without limitation, 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 Sublessee shall be adjudged a bankrupt or an order shall be made approving a petition filed by any of its creditors 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 and any such judgment or order is not stayed or vacated within sixty (60) days after the entry thereof; or

(3) By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the

property of the Sublessee and such possession or control shall continue in effect for a period of sixty (60) days; or

(4) The Sublessee shall voluntarily abandon, desert or vacate the Subleased Premises or discontinue its operations at the Subleased Premises, or after exhausting or abandoning any right of further appeal, the Sublessee shall be prevented for a period of sixty (60) days by action of any governmental authority from conducting its operations at the Airport, regardless of the fault of the Sublessee; or

(5) The interest or estate of the Sublessee under the Sublease shall be transferred directly by the Sublessee or shall pass to or devolve upon, by operation of law or otherwise, any other person or entity without the prior written approval of the Port Authority, or the Sublessee shall become a constituent or possessor or merged or surviving entity in a merger, a constituent or resulting entity in a consolidation, or an entity in dissolution, in termination or in liquidation; or

(6) The Sublessee shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Agreement on its part to be kept, performed, or observed, within thirty (30) days after notice from the Port Authority;

then upon the occurrence of any such event and at any time thereafter during the continuance thereof, the Port Authority may upon thirty (30) days' notice revoke this Agreement and the Port Authority's consent hereunder.

19. Entire Agreement. This Agreement contains the entire agreement between the parties regarding the Port Authority's consent to the Sublease, and all prior oral or written representations, warranties and discussions among the parties relating to the subject matter of this Agreement are merged herein.

Exhibit 8.1 – Permitted O&M Expenses

I. Permitted O&M Expenses shall mean, with reference to any Annual Period, the sum of the following items of cost:

(a) Wages, salaries, fringe benefits and other payroll costs or remuneration (including reimbursement of employee expenses) paid to or for employees employed for the benefit of Project Operations.

As used in this paragraph (a):

(i) "Fringe benefits" shall mean the items of cost which the Lessee is obligated to pay or incur pursuant to applicable collective bargaining agreements or which the Lessee otherwise agrees to pay to employees as compensation for employment including, without limitation:

(1) paid time off, including, without limitation, for vacations, sick leave, holidays, birthdays, jury duty, medical checkup, lunch time and relief time;

(2) bonuses, including, without limitation, incentive compensation and profit sharing plans;

(3) costs related to training, relocation, severance or expatriation costs as provided for in paragraph (i) below , professional or trade organization memberships, subscriptions to trade publications, over-time meals or transportation, uniforms, business travel expenses; pension plans, welfare and training funds, and health, life, accident, or other such types of insurance; and

(4) any other payment made or cost incurred by agreement with such employees and personnel or pursuant to the Lessee's policy with respect to such employees and personnel.

(ii) "Other payroll costs" shall mean taxes and other payments payable pursuant to law upon the basis of wages paid to employees, including, without limitation, F.I.C.A., State Unemployment Insurance, Disability Insurance and Federal Unemployment Insurance.

(b) The cost of ordinary maintenance, repairs, improvements, alterations and changes related to the areas in the Central Terminal Area of the Airport set forth in the definition of Project Operations including, without limitation, payments to third party contractors for cleaning, rubbish removal, snow removal, facility maintenance, equipment maintenance, extermination and other cleaning and maintenance services furnished by contractors for the benefit of Project Operations other than any cost which is funded by subordinated debt or from the Major Maintenance and Renewal Fund.

(c) Payments for electricity, water, sewer rents and other fuel, utilities and services required for the benefit of Project Operations.

(d) The cost of provision, maintenance, repair and replacement of fixtures, furniture, furnishings, operating supplies, equipment and tools used for the benefit of Project Operations.

(e) (i) The cost of any insurance carried by the Lessee with respect to Project Operations or with respect to any accident or casualty occurring with respect thereto.

(ii) The cost of any such accident or casualty with respect to Project Operations paid for by the Lessee to the extent such accident or casualty is not reimbursed by insurance proceeds and such accident or casualty was not caused by the gross negligence or willful neglect of the Lessee.

(f) The costs of:

(i) telephone, telegraph, postage, messenger service and other communications services; and

(ii) trucking and other shipping services

incurred for the benefit of Project Operations.

(g) Payments for rental of leased equipment and supplies.

(h) Professional fees paid to third parties, for the benefit of Project Operations and payments to third parties for

legal, accounting, architectural, engineering, space planning and other professional services for the benefit of Project Operations.

(i) Amounts payable to Schiphol USA Inc. in satisfaction of the terms of the Technical Cooperation and Construction Services Agreement, dated December 16, 1996 between Schiphol USA Inc. and the Lessee other than costs payable as Project Costs.

(j) Advertising and promotional expenses paid to third parties for the benefit of Project Operations.

(k) Taxes actually paid by the Lessee including, without limitation, excise taxes, New York City sales and use tax and taxes on utilities or on the provision of utility services but excluding New York State Corporation Franchise tax, New York City General Corporation tax and New York City Unincorporated Business tax.

(l) Costs and fees incurred in connection with the obtaining and maintaining in effect of any consent, permit, license or approval from any Governmental Authority. Any fees, charges, penalties, judgments or other amounts assessed against the Lessee by any Governmental Authority except as provided in II(f) of this Exhibit.

(m) Costs and fees incurred in the development, implementation and operation of computer systems, including, without limitation, hardware, software and peripheral devices excluding those amounts to be paid to Schiphol USA Inc. pursuant to paragraph (I)(i) above.

(n) Costs of both the Port Authority and the Lessee of dispute resolution of disputes between the Port Authority and the Lessee, including reasonable attorney's fees (whether those of the Port Authority's Law Department or otherwise) of both parties. Costs incurred by the Lessee, including reasonable attorney's fees, for adjudication, arbitration, mediation or other dispute resolution mechanisms used to resolve disputes between the Lessee and third parties.

(o) Amounts payable to third parties for services provided for the benefit of Project Operations including, without

limitation, financial services and any other services.

(p) Amounts refunded to sublessees and other third parties with respect to amounts overpaid by such Persons.

(q) (i) Amounts paid to the Trustee or any registrar, securities depository or paying agent (other than any such amount paid as a Project Cost) in accordance with the Lease, Trust Administration Agreement, Trust Indenture or other document relating to the financing of the Project (including, without limitation, (x) all costs and expenses incurred in connection with the preservation and enforcement of the Trustee's or the Bondholders' rights and remedies under the Security Documents (including, without limitation, reasonable fees and expenses of counsel) and (y) any amounts owed to the Trustee with respect to any indemnity provided by the Lessee, but not including any payments with respect to Debt Service) and (ii) amounts paid to securities rating agencies in connection with providing or maintaining the ratings on the Passenger Terminal Bonds (other than any such amount paid as a Project Cost).

(r) Amounts payable in respect of the Lessee's indemnification obligations to the Port Authority or third parties unless such obligation results from the gross negligence or wilful act or omission of the Lessee.

(s) Any other amounts specified in this Agreement to constitute or be payable as "Permitted O&M Expenses".

(t) Any expenditure not itemized or referred to above which would be customarily and properly included as an operation and maintenance cost, and as would reasonably be incurred by a prudent operator in the conduct of or relating to the operation of a first-class international airline terminal.

Each of the items of cost enumerated in this Exhibit above shall be treated as a current expense. In no event shall any cost or expenditure be included in Permitted O&M Expenses more than once even though fitting under more than one category provided for in this Exhibit.

II. Notwithstanding the above provisions of this Exhibit, and without otherwise limiting the generality thereof, there shall be

excluded from the Permitted O&M Expenses, or be deducted therefrom, as appropriate:

(a) Except as set forth in I(k) of this Exhibit, transfer, gains, franchises, inheritance, estate and income taxes imposed upon any Direct or Indirect Owner, Affiliate or any other Person than the Lessee.

(b) Legal, accounting, tax-related and other professional fees, charges and disbursements paid or incurred by the Lessee or any Direct or Indirect Owner or Affiliate in connection with the legal, accounting, tax-related (excluding taxes set forth in I(k) of this Exhibit) or other interests of any Direct or Indirect Owner or Affiliate of the Lessee, including any expenses in connection with the meeting or operation of the executive committee of the Lessee.

(c) Except as set forth in I(i) of this Exhibit, salaries, fringe benefits, bonuses, and other payroll costs or compensation paid to or for salaried employees or principals of any Direct or Indirect Owner or Affiliate of the Lessee, who is not also a full-time direct employee of the Lessee, including, without limitation, any expenses incurred by such employee or principal of a Direct or Indirect Owner or Affiliate of the Lessee; and any allocation of overhead, charges, fees or disbursements for goods or services provided by any Direct or Indirect Owner or Affiliate of the Lessee.

(d) Any other payment, disbursement, fee or emolument to a Direct or Indirect Owner or Affiliate of the Lessee other than those expressly allowed in paragraph (I)(i) above. It is expressly understood that the payments referred to in this paragraph and the immediately preceding two paragraphs are to be considered liquidated by the Lessee Terminal Management Funds.

(e) Any charges, fees or disbursements to any consultants or other third parties unless the goods and services provided by such consultants or other third parties benefit the Project Operation and do not separately benefit any Direct or Indirect Owner or Affiliate of the Lessee.

(f) Penalties assessed against the Lessee for the failure to cure a violation of any law, statute, rule or requirement in

circumstances in which Lessee's violation, or failure to cur
such violation, was caused by the gross negligence or wilful
or omission of the Lessee (unless the violation or the failur
cure such violation was commercially reasonable).

(g) Any costs for goods or services collected from a Reta
Sublessee or other sub-tenant or permittee as part of a "Common
Area Maintenance (CAM)" charge or "Retail Marketing Fee" or for
which the Lessee has otherwise received direct reimbursement fr
a Retail Sublessee or other sub-tenant or permittee as a separat
item of additional rent or fee, except to the extent the revenu
associated with such charge are included in Gross Revenues.

(h) Any payment, fee, disbursement or other cost, or part
thereof, to any third party contractor, agent, supplier, or othe
party whatsoever, that is above the fair market value under the
circumstances for the good or service that is being provided to
except to the extent incurred pursuant to an arrangement
previously entered into at fair market value.

Exhibit E

AFFIRMATIVE ACTION-EQUAL OPPORTUNITY-MINORITY BUSINESS ENTERPRISES-WOMEN-OWNED BUSINESS ENTERPRISES REQUIREMENTS

PART I. Affirmative Action Guidelines - Equal Employment Opportunity

I. As a matter of policy the Port Authority hereby requires the Lessee and the Lessee shall require the Contractor, as hereinafter defined, to comply with the provisions set forth in this Exhibit E and in Section 2(d) (xviii) of Port Authority Agreement No. AYC-685 (herein called the "Lease") with JFK International Air Terminal LLC herein called the "Lessee") The provisions set forth in this Part I are similar to the conditions for bidding on federal government contracts adopted by the Office of Federal Contract Compliance and effective May 8, 1978.

The Lessee as well as each bidder, contractor and subcontractor of the Lessee and each subcontractor of a Contractor at any tier of construction (herein collectively referred to as the "Contractor") must fully comply with the following conditions set forth herein (said conditions being herein called "Bid Conditions"). The Lessee hereby commits itself to the goals for minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions. The Lessee shall likewise require the Contractor to commit itself to the said goals for minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions by submitting a properly signed bid.

II. The Lessee and the Contractor shall each appoint an executive of its company to assume the responsibility for the implementation of the requirements, terms and conditions of the following Bid Conditions:

(a) The goals for minority and female participation, expressed in percentage terms for the Lessee's Contractor's aggregate workforce at the construction site are as follows:

Minority, All Skilled Trades	30%
Minority, Laborers	40%
Female, All Skilled Trades	6.9%
Female, Laborers	6.9%

In the event that during the performance of any contract the Office of Federal Contract Compliance establishes different goals for the New York City area, the Lessee/Contractor shall be deemed bound to such different goals and this Section shall be deemed amended to substitute such goals for the goals set forth above. These goals are applicable to all the Lessee's/ contractor's construction work performed in and for the Premises. The term "contractor" hereinafter shall include the Lessee should the Lessee or an affiliate thereof be the contractor.

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 goals shall be a violation of the contract and where the Contractor is the Lessee, this Agreement. Compliance with the goals will be measured against the total work hours performed.

(b) The Contractor shall provide written notification to the Lessee and the Lessee shall provide written notification to the Manager of the Office of Business and Job Opportunity of the Port Authority within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for Construction Work. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

(c) As used in these specifications:

(1) "Employer identification number" means the Federal Social Security number used on the Employer's

Quarterly Federal Tax Return, U.S.Treasury Department Form 941:

(2) "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) (i) 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 numbers 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 the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

(4) Provide immediate written notification to the Lessee when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and training programs relevant to the Contractor's employment needs, especially those programs funded or approved by the U.S. 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 decisions 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 other areas of a Contractor's workforce.

(11) Tests and other selection requirements shall comply with 41 C.F.R. 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 Contractor's 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 employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the

Contractor may be in violation hereof if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation hereof if a specific minority group of women is underutilized).

(k) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

(l) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

(m) The Contractor shall carry out such sanctions and penalties for violation of this clause including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered by the Lessee. Any Contractor who fails to carry out such sanctions and penalties shall be in violation hereof.

(n) The Contractor, in fulfilling its obligations hereunder shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph (h) hereof so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of these provisions, the Lessee shall proceed accordingly.

(o) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanical apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was 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 this 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 Lessee and the Lessee shall itself and shall require the general Contractor or other construction supervisor and each of the Lessee's Contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the Construction Work pursuant to the provisions of this Exhibit 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 Exhibit 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. Good faith efforts to include meaningful participation by MBEs and WBEs shall include at least the following:

(a) Dividing the work to be subcontracted into smaller portions where feasible.

(b) Actively and affirmatively soliciting bids for subcontracts from MBEs and WBEs, including circulation of solicitations to minority and female Contractor associations. The Contractor shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation in the work, including the names and addresses of all MBEs and WBEs contacted and, if any such MBE or WBE is not selected as a joint venturer or subcontractor, the reason for such decision.

(c) Making plans and specifications for prospective construction work available to MBEs and WBEs in sufficient time for review.

(d) Utilizing the list of eligible MBEs and WBEs maintained by the Port Authority or seeking minorities and women from other sources for the purpose of soliciting bids for subcontractors.

(e) Encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors, where appropriate, to insure that the Lessee and Contractor will meet their obligations hereunder.

(f) Insuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis.

(g) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

Certification of MBEs and WBEs hereunder shall be made by the Office of Business and Job Opportunity of the Port Authority. If the Contractor wishes to utilize a firm not already certified by the Port Authority, it shall submit to the Port Authority a written request for a determination that the proposed firm is eligible for certification. This shall be done

by completing and forwarding such form as may be then required by the Port Authority.

All such requests shall be in writing addressed to the Office of Business and Job Opportunity, the Port Authority of New York and New Jersey, 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 Lessee. Certification shall be effective only if made in writing by the Director in charge of the Office of Business and Job Opportunity. 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 of such firms, their technical competence to perform, or any other performance-related qualifications. Only MBEs and WBEs certified by the Port Authority will count toward the MBE and WBE goals.

Please note that only sixty percent (60%) of expenditures to MBE/WBE suppliers will count towards meeting MBE and WBE goals. However, expenditures to MBE or WBE manufacturers (i.e., suppliers that produce goods from raw materials or substantially alter them before resale) are counted dollar for dollar.

For the Port Authority

Initialed:

For the Lessee

LEASE NO. AYC-685: EXHIBIT 8.2.A

EXHIBIT FOR SECTION 8 - RENTAL: EXAMPLE OF CASH FLOW - 2015 MODE

		1997	1998	1999 Q1	1999 Q2	1999 Q3	1999 Q4	1999	2000	2001	2002
Gross Revenues		74,444,014	110,343,260	27,294,325	27,294,325	27,294,325	27,294,325	109,177,300	129,679,301	178,413,557	174,579,285
Expenses...											
	Permitted O&M's	36,466,667	52,738,000	13,155,500	13,155,500	13,155,500	13,155,500	52,622,000	52,525,000	48,434,000	51,880,000
	Pre-DBO Building Rental	15,825,000	25,000,000	6,250,000	6,250,000	6,250,000	6,250,000	25,000,000	22,916,667	-	-
	Ground Rent	6,703,125	11,154,000	2,900,000	2,900,000	2,900,000	2,900,000	11,600,000	12,064,000	12,546,560	13,048,422
	Ground Rent	-	-	-	-	-	-	-	1,005,333	12,546,560	13,048,422
Total Expenses		36,466,667	52,738,000	13,155,500	13,155,500	13,155,500	13,155,500	52,622,000	53,530,333	60,980,560	64,928,422
Net Revenues Available For Facility Rental		37,977,347	57,605,260	14,138,825	14,138,825	14,138,825	14,138,825	56,555,300	76,148,967	117,432,997	109,650,863
Facility Rental		22,328,125	36,154,000	9,150,000	9,150,000	9,150,000	9,150,000	36,600,000	38,982,290	69,190,495	73,247,746
Major Maintenance & Renewal		-	-					-	-	1,162,416	1,245,120
Subordinated Fundings...											
Priority Level											
First	First Additional Land Rental	-	-					-	-	2,000,000	2,000,000
Second	PA Development Savings Distribution									7,236,981	
	Lessee Development Savings Funds									7,236,981	
Third	PA True-up Penalty Distribution										
	Lessee True-up Penalty Funds										
	Basic Lease Extension Adjustment										
Fourth	Subordinated Debt Service										
Fifth	Building Carry Rental										
	Lessee Additional Funds	-	-					-	-	250,000	250,000
Sixth	Lessee Terminal Management Funds	1,562,500	2,562,500	666,250	666,250	666,250	666,250	2,665,000	2,771,600	2,882,464	2,997,763
	PA Consumer Service Concession Fee	5,488,000	7,520,000	1,480,000	1,480,000	1,480,000	1,480,000	5,920,000	6,471,000	8,316,000	10,364,000
Seventh	Deferred Balance Rental	-	-	-	-	-	-	-	-	-	-
Eighth	Port Authority Handling Fees	2,368,500	2,933,000	659,875	659,875	659,875	659,875	2,639,500	2,918,500	3,109,000	3,326,630
	Lessee Retail Management Fee	-	-	166,250	166,250	166,250	166,250	665,000	731,100	1,034,000	1,270,750
	Lessee Contribution to PA O&M Expense Rental	1,125,000	1,800,000	450,000	450,000	450,000	450,000	1,800,000	675,000	-	-
	PA Ramp Control Tower Rental	258,750	414,000	103,500	103,500	103,500	103,500	414,000	414,000	414,000	414,000
	PA Parking Concession Rental	-	-	-	-	-	-	-	-	165,000	172,000
Ninth	Lessee Handling Fees	2,368,500	2,933,000	659,875	659,875	659,875	659,875	2,639,500	2,918,500	3,109,000	3,326,630
Sub-Total: Cash Flow after Ninth Priority Level		2,477,972	3,288,760	803,075	803,075	803,075	803,075	3,212,300	20,266,977	11,326,659	11,036,224

LEASE NO. AYC-685: EXHIBIT 8.2.A

EXHIBIT FOR SECTION 8 - RENTAL: EXAMPLE OF CASH FLOW - 2015 MODE

		1997	1998	1999 Q1	1999 Q2	1999 Q3	1999 Q4	1999	2000	2001	2002
Priority Level											
Tenth:	Equity Capital Investment	1,120,634	1,793,014	448,254	448,254	448,254	448,254	1,793,014	1,793,014	$4,212,811	$4,212,811
Eleventh:	Second Additional Land Rental									$0	$0
Twelfth:	Subordinated Management Funds	1,357,338	1,495,746	354,821	354,821	354,821	354,821	1,419,285	4,000,000	$4,000,000	$4,000,000
Thirteenth:	Third Additional Land Rental									$0	$0
	Pre-DBO Residual Cash Flow	-	-	-	-	-	-	-	14,473,963		
	Post-DBO Residual Cash Flow	-	-	-	-	-	-	-	-	3,113,849	2,823,414
Fourteenth	Post-DBO Distribution: 60% PA, 40% Lessee										
	PA Residual Rental 60%							-	-	1,868,309	1,694,048
	Lessee Residual Funds 40%							-	-	1,245,539	1,129,365

Assumed Effective Date	15-May-97
Assumed DBO	1-Dec-00

Notes:

1. "Equity Capital Investment" amounts for years 2001 and beyond are annual representations, and for this exhibit do not reflect properly computed funding on an Annual Basis.

LEASE NO. AYC-685: EXHIBIT 8.2.A

EXHIBIT FOR SECTION 8 - RENTAL: EXAMPLE OF CASH FLOW - 2016 MODE

		2003 Q1	2003 Q2	2003 Q3	2003 Q4	2003	2004	2005	2006	2007	2008
Gross Revenues		46,259,904	46,259,904	46,259,904	46,259,904	185,039,617	192,736,591	199,911,344	208,231,403	217,099,187	226,120,455
Expenses...											
	Permitted O&M's	13,498,500	13,498,500	13,498,500	13,498,500	53,994,000	55,919,000	78,097,000	60,831,000	63,219,000	65,678,000
	Pre-DBO Building Rental	-	-	-	-						
	Ground Rent	3,392,590	3,392,590	3,392,590	3,392,590	13,570,359	14,113,174	14,677,701	15,264,809	15,875,401	16,510,417
	Ground Rent	3,392,590	3,392,590	3,392,590	3,392,590	13,570,359	14,113,174	14,677,701	15,264,809	15,875,401	16,510,417
Total Expenses		16,891,090	16,891,090	16,891,090	16,891,090	67,564,359	70,032,174	92,774,701	76,095,809	79,094,401	82,188,417
Net Revenues Available For Facility Rental		29,368,815	29,368,815	29,368,815	29,368,815	117,475,258	122,704,417	107,136,643	132,135,595	138,004,786	143,932,038
Facility Rental		19,499,171	19,499,171	19,499,171	19,499,171	77,996,683	81,338,549	84,299,138	89,460,640	93,232,636	97,074,907
Major Maintenance & Renewal		323,964	323,964	323,964	323,964	1,295,856	1,342,056	1,394,328	1,459,944	1,517,256	1,576,272
Subordinated Fundings...											
Priority Level											
First	First Additional Land Rental	500,000	500,000	500,000	500,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
Second	PA Development Savings Distribution										
	Lessee Development Savings Funds										
Third	PA True-up Penalty Distribution										
	Lessee True-up Penalty Funds										
	Basic Lease Extension Adjustment										
Fourth	Subordinated Debt Service										
Fifth	Building Carry Rental										
	Lessee Additional Funds	62,500	62,500	62,500	62,500	250,000	250,000	250,000	-	-	-
Sixth	Lessee Terminal Management Funds	779,418	779,418	779,418	779,418	3,117,673	3,242,380	3,372,075	3,506,958	3,647,237	3,793,126
	PA Consumer Service Concession Fee	2,851,500	2,851,500	2,851,500	2,851,500	11,406,000	12,063,000	12,683,000	13,432,000	14,230,000	15,046,000
Seventh	Deferred Balance Rental	-	-	-	-	-	-	-	-	-	-
Eighth	Port Authority Handling Fees	889,874	889,874	889,874	889,874	3,559,494	3,737,469	2,023,912	4,120,559	4,326,587	4,542,917
	Lessee Retail Management Fee	349,750	349,750	349,750	349,750	1,399,000	1,478,100	801,140	1,643,000	1,738,350	1,836,100
	Lessee Contribution to PA O&M Expense Rental	-	-	-	-	-	-	-	-	-	-
	PA Ramp Control Tower Rental	103,500	103,500	103,500	103,500	414,000	414,000	213,513	414,000	414,000	414,000
	PA Parking Concession Rental	44,500	44,500	44,500	44,500	178,000	186,000	99,536	201,000	209,000	217,000
Ninth	Lessee Handling Fees	889,874	889,874	889,874	889,874	3,559,494	3,737,469	(0)	4,120,559	4,326,587	4,542,917
Sub-Total: Cash Flow after Ninth Priority Level		3,074,765	3,074,765	3,074,765	3,074,765	12,299,058	12,915,395	-	11,776,933	12,363,133	12,888,799

LEASE NO. AYC-685: EXHIBIT 8.2.A

EXHIBIT FOR SECTION 8 - RENTAL: EXAMPLE OF CASH FLOW - 2015 MODE

Priority Level			2003 Q1	2003 Q2	2003 Q3	2003 Q4	2003	2004	2005	2006	2007	2008
Tenth:	Equity Capital Investment		1,053,203	1,053,203	1,053,203	1,053,203	4,212,811	$4,212,811	$0	$4,739,412	$0	$0
Eleventh:	Second Additional Land Rental						-	$0	$0	$4,000,000	$4,000,000	$4,000,000
Twelfth:	Subordinated Management Funds		1,000,000	1,000,000	1,000,000	1,000,000	4,000,000	$4,000,000	$0	$3,037,521	$4,000,000	$4,000,000
Thirteenth	Third Additional Land Rental						-	$0	$0	$0	$0	$0
	Pre-DBO Residual Cash Flow		-	-	-	-						
	Post-DBO Residual Cash Flow		1,021,562	1,021,562	1,021,562	1,021,562	4,086,248	4,702,584	-	-	4,363,133	4,888,799
Fourteenth	Post-DBO Distribution: 60% PA, 40% Lessee											
	PA Residual Rental	60%	612,937	612,937	612,937	612,937	2,451,749	2,821,551	-	-	2,617,880	2,933,279
	Lessee Residual Funds	40%	408,625	408,625	408,625	408,625	1,634,499	1,881,034	-	-	1,745,253	1,955,520

Assumed Effective Date	15-May-97
Assumed DBO:	1-Dec-00

Notes:

1. "Equity Capital Investment" amounts for years 2001 and beyond are annual representations, and for this exhibit do not reflect properly computed funding on an Annual Basis.

LEASE NO. AYC-685: EXHIBIT 8.2.A

EXHIBIT FOR SECTION 8 - RENTAL: EXAMPLE OF CASH FLOW - 2015 MODE

		2009	2010	2011	2012	2013	2014	2015
Gross Revenues		235,483,769	208,447,487	253,784,754	263,465,217	272,775,505	283,008,257	394,584,503
Expenses...								
	Permitted O&M's	68,251,000	70,952,000	73,715,000	76,625,000	79,647,000	82,794,000	86,066,000
	Pre-DBO Building Rental							
	Ground Rent	17,170,834	17,857,667	18,571,974	19,314,853	20,087,447	20,890,945	21,726,582
	Ground Rent	17,170,834	17,857,667	18,571,974	19,314,853	20,087,447	20,890,945	21,726,582
Total Expenses		85,421,834	88,809,667	92,286,974	95,939,853	99,734,447	103,684,945	107,792,582
Net Revenues Available For Facility Rental		150,061,936	119,637,820	161,497,780	167,525,364	173,041,059	179,323,312	286,791,920
Facility Rental		101,199,485	105,376,530	108,312,578	111,788,915	115,329,342	118,886,200	207,915,784
Major Maintenance & Renewal		1,638,024	1,702,848	1,769,160	1,839,000	1,911,528	1,987,056	2,065,584
Subordinated Fundings...								
Priority Level								
First	First Additional Land Rental	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
Second	PA Development Savings Distribution							
	Lessee Development Savings Funds							
Third	PA True-up Penalty Distribution							
	Lessee True-up Penalty Funds							
	Basic Lease Extension Adjustment							
Fourth	Subordinated Debt Service							
Fifth	Building Carry Rental	-	-	-	-	-	-	-
	Lessee Additional Funds							
Sixth	Lessee Terminal Management Funds	3,944,851	2,068,488	4,266,751	4,437,421	4,614,918	4,799,514	4,991,495
	PA Consumer Service Concession Fee	15,971,000	8,489,954	17,751,000	18,687,000	19,736,000	20,816,000	21,925,000
Seventh	Deferred Balance Rental	-	-	-	-	-	-	-
Eighth	Port Authority Handling Fees	4,770,063	-	5,258,994	5,521,944	5,798,041	6,087,943	6,392,340
	Lessee Retail Management Fee	1,946,050	-	2,160,150	2,273,500	2,399,100	2,528,900	2,662,050
	Lessee Contribution to PA O&M Expense Rental	-	-	-	-	-	-	-
	PA Ramp Control Tower Rental	414,000	-	414,000	414,000	414,000	414,000	414,000
	PA Parking Concession Rental	226,000	-	244,000	254,000	264,000	275,000	286,000
Ninth	Lessee Handling Fees	4,770,063	-	5,258,994	5,521,944	5,798,041	6,087,943	6,392,340
Sub-Total: Cash Flow after Ninth Priority Level		13,182,401	-	14,062,154	14,787,641	14,776,089	15,440,756	31,747,327

LEASE NO. AYC-685: EXHIBIT 8.2.A

EXHIBIT FOR SECTION 8 - RENTAL: EXAMPLE OF CASH FLOW - 2015 MODE

Priority Level			2009	2010	2011	2012	2013	2014	2015
Tenth:	Equity Capital Investment		$0	$0	$0	$0	$0	$0	$0
Eleventh:	Second Additional Land Rental		$4,000,000	$0	$4,800,000	$4,800,000	$4,800,000	$4,800,000	$4,800,000
Twelfth:	Subordinated Management Funds		$4,000,000	$0	$4,000,000	$4,000,000	$4,000,000	$4,000,000	$4,000,000
Thirteenth:	Third Additional Land Rental		$0	$0	$0	$0	$0	$0	$0
	Pre-DBO Residual Cash Flow								
	Post-DBO Residual Cash Flow		5,182,401	-	5,262,154	5,987,641	5,976,089	6,640,756	22,947,327
Fourteenth	Post-DBO Distribution: 60% PA, 40% Lessee								
	PA Residual Rental	60%	3,109,440	-	3,157,292	3,592,585	3,585,654	3,984,454	13,768,396
	Lessee Residual Funds	40%	2,072,960	-	2,104,861	2,395,057	2,390,436	2,656,303	9,178,931

Assumed Effective Date	15-May-97
Assumed DBO:	1-Dec-00

INITIALED:

DAK

FOR THE PORT AUTHORITY

FOR THE LESSEE

LEASE NO. AYC-685: EXHIBIT 8.2.B

EXHIBIT FOR SECTION 8 - RENTAL: EXAMPLE OF CASH FLOW - EXTENDED MODE WITH ASSUMED CONVERSION DATE OF JAN. 1, 2003

		1997	1998	1999	2000	2001	2002	2003	2004	2005	2006
Gross Revenues		74,444,014	110,343,260	109,177,300	129,601,483	177,432,587	173,675,596	184,135,928	191,832,902	199,007,655	207,327,714
Expenses...											
	Permitted O&M's	36,466,667	52,738,000	52,622,000	52,525,000	48,434,000	51,880,000	53,994,000	55,819,000	78,097,000	60,831,000
	Ground Rent	-	-	-	1,005,333	12,546,560	13,048,422	13,570,359	14,113,174	14,677,701	15,264,809
Total Expenses		36,466,667	52,738,000	52,622,000	53,530,333	60,980,560	64,928,422	67,564,359	70,032,174	92,774,701	76,095,809
Net Revenues Available For Facility Rental		37,977,347	57,605,260	56,555,300	76,071,150	116,452,027	108,747,174	116,571,569	121,800,728	106,232,954	131,231,906
Facility Rental		22,328,125	36,154,000	36,600,000	38,981,754	67,827,844	72,049,751	61,911,715	65,444,860	76,480,025	77,660,784
Major Maintenance & Renewal		-	-	-	-	1,162,416	1,245,120	1,295,856	1,342,056	1,394,328	1,459,944
Subordinated Fundings...											
Priority Level											
First	First Additional Land Rental	-	-	-	-	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
Second	PA Development Savings Distribution					7,198,341					
	Lessee Development Savings Funds					7,198,341					
Third	PA True-up Penalty Distribution										
	Lessee True-up Penalty Funds										
	Basic Lease Extension Adjustment										
Fourth	Subordinated Debt Service										
Fifth	Building Carry Rental										
	Lessee Additional Funds	-	-	-	-	250,000	250,000	250,000	250,000	250,000	-
Sixth	Lessee Terminal Management Funds	1,562,500	2,562,500	2,665,000	2,771,600	2,882,464	2,997,763	3,117,673	3,242,380	3,372,075	3,506,958
	PA Consumer Service Concession Fee	5,488,000	7,520,000	5,920,000	6,471,000	8,316,000	10,364,000	11,406,000	12,063,000	12,683,000	13,432,000
Seventh	Deferred Balance Rental	-	-	-	-	-	-	16,429,705	16,429,705	10,053,526	16,995,795
Eighth	Port Authority Handling Fees	2,368,500	2,933,000	2,639,500	2,918,500	3,109,000	3,326,630	3,559,494	3,737,469	-	4,120,559
	Lessee Retail Management Fee	-	-	665,000	731,100	1,034,000	1,270,750	1,399,000	1,478,100	-	1,643,000
	Lessee Contribution to PA O&M Expense Rental	1,125,000	1,800,000	1,800,000	675,000	-	-	-	-	-	-
	PA Ramp Control Tower Rental	258,750	414,000	414,000	414,000	414,000	414,000	414,000	414,000	-	414,000
	PA Parking Concession Rental	-	-	-	-	165,000	172,000	178,000	186,000	-	201,000
Ninth	Lessee Handling Fees	2,368,500	2,933,000	2,639,500	2,918,500	3,109,000	3,326,630	3,559,494	3,737,469	-	4,120,559
Sub-Total: Cash Flow after Ninth Priority Level		2,477,972	3,288,760	3,212,300	20,189,696	11,785,622	11,330,530	11,050,631	11,475,690	-	5,677,306

LEASE NO. AYC-685: EXHIBIT 8.Z.B

EXHIBIT FOR SECTION 8 - RENTAL: EXAMPLE OF CASH FLOW - EXTENDED MODE WITH ASSUMED CONVERSION DATE OF JAN. 1, 2003

			1997	1998	1999	2000	2001	2002	2003	2004	2005	2006
Priority Level												
Tenth:	Equity Capital Investment		1,120,634	1,793,014	1,793,014	1,793,014	$4,212,811	$4,212,811	$4,212,811	$4,212,811	$0	$4,739,412
Eleventh:	Second Additional Land Rental						$0	$0	$2,489,896	$2,489,896	$0	$937,894
Twelfth:	Subordinated Management Funds		1,357,338	1,495,748	1,419,286	4,000,000	$4,000,000	$4,000,000	$4,000,000	$4,000,000	$0	$0
Thirteenth:	Third Additional Land Rental						$0	$0	$347,924	$772,983	$0	$0
	Pre-DBO Residual Cash Flow		-	-	-	14,396,681						
	Post-DBO Residual Cash Flow		-	-	-	-	3,572,811	3,117,720	-	-	-	-
Fourteenth	Post-DBO Distribution: 60% PA, 40% Lessee											
	PA Residual Rental	60%			-	-	2,143,687	1,870,632	-	-	-	-
	Lessee Residual Funds	40%			-	-	1,429,124	1,247,088	-	-	-	-

Assumed Effective Date:	15-May-97
Assumed DBO:	1-Dec-00
Conversion Date:	1-Jan-03

Notes:

1 "Equity Capital Investment", "Second Additional Land Rental" and "Third Additional Land Rental" amounts for years 2001 and beyond are annual representations, and for this exhibit do not reflect properly computed funding on an Annual Basis. Accurately calculated amounts are shown in Exhibits 8.3, 8.4 and 8.5

LEASE NO. AYC-685: EXHIBIT 8.2.B

EXHIBIT FOR SECTION 8 - RENTAL: EXAMPLE OF CASH FLOW - EXTENDED MODE WITH ASSUMED CONVERSION DATE OF JAN. 1, 2003

		2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Gross Revenues		216,195,498	225,216,766	234,580,080	207,679,352	252,881,065	262,561,528	271,871,816	282,104,568	303,129,159	343,849,763
Expenses...											
	Permitted O&M's	63,219,000	65,678,000	68,251,000	70,952,000	73,715,000	76,625,000	79,647,000	82,794,000	86,066,000	83,756,000
	Ground Rent	15,875,401	16,510,417	17,170,834	17,857,667	18,571,974	19,314,853	20,087,447	20,890,945	21,726,582	22,595,646
Total Expenses		79,094,401	82,188,417	85,421,834	88,809,667	92,286,974	95,939,853	99,734,447	103,684,945	107,792,582	106,351,646
Net Revenues Available For Facility Rental		137,101,097	143,028,349	149,158,246	118,869,685	160,594,091	166,621,675	172,137,370	178,419,623	195,336,577	237,498,117
Facility Rental		77,613,936	77,473,717	77,337,014	77,294,490	77,236,809	77,254,634	77,432,401	77,363,887	77,345,979	77,172,453
Major Maintenance & Renewal		1,517,256	1,576,272	1,638,024	1,702,848	1,769,160	1,839,000	1,911,528	1,987,056	2,065,584	2,010,144
Subordinated Fundings...											
Priority Level											
First	First Additional Land Rental	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
Second	PA Development Savings Distribution										
	Lessee Development Savings Funds										
Third	PA True-up Penalty Distribution										
	Lessee True-up Penalty Funds										
	Basic Lease Extension Adjustment										
Fourth	Subordinated Debt Service										
Fifth	Building Carry Rental										
	Lessee Additional Funds	-	-	-	-	-	-	-	-	-	-
Sixth	Lessee Terminal Management Funds	3,647,237	3,793,126	3,944,851	4,102,645	4,266,751	4,437,421	4,614,918	4,799,514	4,991,495	5,191,155
	PA Consumer Service Concession Fee	14,230,000	15,046,000	15,971,000	16,839,000	17,751,000	18,687,000	19,736,000	20,818,000	21,925,000	24,912,010
Seventh	Deferred Balance Rental	16,995,795	16,995,795	16,995,795	16,930,701	17,002,596	17,002,596	17,002,596	17,002,596	17,002,596	17,002,596
Eighth	Port Authority Handling Fees	4,326,587	4,542,917	4,770,063	-	5,258,994	5,521,944	5,798,041	6,087,943	6,392,340	9,849,000
	Lessee Retail Management Fee	1,738,350	1,836,100	1,946,050	-	2,160,150	2,273,500	2,399,100	2,528,900	2,662,050	3,038,050
	Lessee Contribution to PA O&M Expense Rental	-	-	-	-	-	-	-	-	-	-
	PA Ramp Control Tower Rental	414,000	414,000	414,000	-	414,000	414,000	414,000	414,000	414,000	-
	PA Parking Concession Rental	209,000	217,000	226,000	-	244,000	254,000	264,000	275,000	286,000	297,000
Ninth	Lessee Handling Fees	4,326,587	4,542,917	4,770,063	-	5,258,994	5,521,944	5,798,041	6,087,943	6,392,340	9,849,000
Sub-Total: Cash Flow after Ninth Priority Level		10,082,349	14,590,506	19,145,388	-	27,231,637	31,415,638	34,766,745	39,056,784	53,859,193	86,176,709

LEASE NO. AYC-685: EXHIBIT 8.2.B

EXHIBIT FOR SECTION 8 - RENTAL: EXAMPLE OF CASH FLOW - EXTENDED MODE WITH ASSUMED CONVERSION DATE OF JAN. 1, 2003

			2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Priority Level												
Tenth:	Equity Capital Investment		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Eleventh:	Second Additional Land Rental		$4,030,840	$4,030,840	$4,030,840	$0	$4,451,983	$4,451,983	$4,451,983	$4,451,983	$4,451,983	$4,451,983
Twelfth:	Subordinated Management Funds		$4,000,000	$4,000,000	$4,000,000	$0	$4,000,000	$4,000,000	$4,000,000	$4,000,000	$4,000,000	$4,000,000
Thirteenth:	Third Additional Land Rental		$2,051,509	$5,824,100	$5,824,100	$0	$6,493,134	$6,493,134	$6,493,134	$6,493,134	$6,493,134	$6,493,134
	Pre-DBO Residual Cash Flow											
	Post-DBO Residual Cash Flow		-	735,566	5,290,447	-	12,286,521	16,470,521	19,821,629	24,111,668	38,914,076	71,231,593
Fourteenth	Post-DBO Distribution: 60% PA, 40% Lessee											
	PA Residual Rental	60%	-	441,339	3,174,268	-	7,371,912	9,882,313	11,892,977	14,467,001	23,348,446	42,738,956
	Lessee Residual Funds	40%	-	294,226	2,116,179	-	4,914,608	6,588,208	7,928,652	9,644,667	15,565,631	28,492,637

Assumed Effective Date:	15-May-97
Assumed DBO:	1-Dec-00
Conversion Date:	1-Jan-03

Notes:

1 "Equity Capital Investment", "Second Additional Land Rental" and "Third Additional Land Rental" amounts for years 2001 and beyond are annual representations, and for this exhibit do not reflect properly computed funding on an Annual Basis. Accurately calculated amounts are shown in Exhibits # 3, 8 4 and 8 5

LEASE NO. AYC-685: EXHIBIT 8.2.B **EXHIBIT FOR SECTION 8 - RENTAL: EXAMPLE OF CASH FLOW - EXTENDED MODE WITH ASSUMED CONVERSION DATE OF JAN. 1, 2003**

		2017	2018	2019	2020	2021	2022	2023	2024	2025
Gross Revenues		356,830,443	370,298,163	373,991,403	399,039,963	414,243,403	430,172,683	446,701,723	463,930,033	557,939,009
Expenses...										
	Permitted O&M's	87,067,000	90,510,000	94,091,000	97,816,000	101,689,000	105,717,000	109,907,000	114,264,000	118,795,000
	Ground Rent	23,499,472	24,439,450	25,417,028	26,433,710	27,491,058	28,590,700	29,734,328	30,923,701	32,160,650
Total Expenses		110,566,472	114,949,450	119,508,028	124,249,710	129,180,058	134,307,700	139,641,328	145,187,701	150,955,650
Net Revenues Available For Facility Rental		246,263,971	255,348,712	254,483,374	274,790,253	285,063,345	295,864,983	307,060,395	318,742,331	406,983,360
Facility Rental		76,940,196	76,642,983	76,371,478	76,016,342	75,571,352	75,320,946	67,101,663	67,204,167	66,198,142
Major Maintenance & Renewal		2,089,608	2,172,240	2,258,184	2,347,584	2,440,536	2,537,208	2,637,768	2,742,336	2,851,080
Subordinated Fundings...										
Priority Level										
First	First Additional Land Rental	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
Second	PA Development Savings Distribution									
	Lessee Development Savings Funds									
Third	PA True-up Penalty Distribution									
	Lessee True-up Penalty Funds									
	Basic Lease Extension Adjustment									
Fourth	Subordinated Debt Service									
Fifth	Building Carry Rental									
	Lessee Additional Funds									
Sixth	Lessee Terminal Management Funds	5,398,801	5,614,753	5,839,343	6,072,917	6,315,834	6,568,467	6,831,206	7,104,454	7,388,632
	PA Consumer Service Concession Fee	26,187,930	27,530,680	28,944,360	30,432,660	31,999,270	33,648,700	35,385,870	37,214,880	39,064,390
Seventh	Deferred Balance Rental	17,002,596	17,002,596	17,002,596	17,002,596	17,002,596	17,002,596	17,002,596	17,002,596	-
Eighth	Port Authority Handling Fees	10,338,000	10,851,000	11,391,000	11,961,000	12,555,000	14,088,000	14,781,000	15,510,000	16,272,000
	Lessee Retail Management Fee	3,193,650	3,357,400	3,529,800	3,711,300	3,902,350	4,103,500	4,315,350	4,538,400	4,763,950
	Lessee Contribution to PA O&M Expense Rental	-	-	-	-	-	-	-	-	-
	PA Ramp Control Tower Rental	-	-	-	-	-	-	-	-	-
	PA Parking Concession Rental	309,000	321,000	334,000	348,000	362,000	376,000	391,000	407,000	423,000
Ninth	Lessee Handling Fees	10,338,000	10,851,000	11,391,000	11,961,000	12,555,000	14,088,000	14,781,000	15,510,000	16,272,000
Sub-Total: Cash Flow after Ninth Priority Level		92,466,191	99,005,060	95,421,614	112,936,854	120,359,407	126,131,566	141,832,942	149,508,499	251,750,166

LEASE NO. AYC-685: EXHIBIT 8.2.B

EXHIBIT FOR SECTION 8 - RENTAL: EXAMPLE OF CASH FLOW - EXTENDED MODE WITH ASSUMED CONVERSION DATE OF JAN. 1, 2003

Priority Level			2017	2018	2019	2020	2021	2022	2023	2024	2025
Tenth:	Equity Capital Investment		$0	$0	$0	$0	$0	$0	$0	$0	$0
Eleventh:	Second Additional Land Rental		$4,451,983	$4,451,983	$4,451,983	$4,451,983	$4,451,983	$4,451,983	$4,451,983	$4,451,983	$4,451,983
Twelfth:	Subordinated Management Funds		$4,000,000	$4,000,000	$4,000,000	$4,000,000	$4,000,000	$4,000,000	$4,000,000	$4,000,000	$4,000,000
Thirteenth:	Third Additional Land Rental		$6,493,134	$6,493,134	$6,493,134	$6,493,134	$6,493,134	$6,493,134	$6,493,134	$6,493,134	$6,493,134
	Pre-DBO Residual Cash Flow										
	Post-DBO Residual Cash Flow		77,521,074	84,059,944	80,476,497	97,991,738	105,414,291	111,186,450	126,887,826	134,563,382	236,805,049
Fourteenth	Post-DBO Distribution: 60% PA, 40% Lessee										
	PA Residual Rental	60%	46,512,644	50,435,966	48,285,898	58,795,043	63,248,574	66,711,870	76,132,695	80,738,029	142,083,030
	Lessee Residual Funds	40%	31,008,430	33,623,978	32,190,599	39,196,695	42,165,716	44,474,580	50,755,130	53,825,353	94,722,020

Assumed Effective Date:	15-May-97
Assumed DBO:	1-Dec-00
Conversion Date:	1-Jan-03

Notes:

1 "Equity Capital Investment", "Second Additional Land Rental" and "Third Additional Land Rental" amounts for years 2001 and beyond are annual representations, and for this exhibit do not reflect properly computed funding on an Annual Basis. Accurately calculated amounts are shown in Exhibits 8.3, 8.4 and 8.5

INITIALED:

OAK

FOR THE PORT AUTHORITY

FOR THE LESSEE

LEASE NO. AYC-685: EXHIBIT 8.3.A

(Reference Section 4(1)(d)(i))

Equity Capital Investment Funding and Balance: **Sufficient Funds for all Payments**

	1997 Q2	1997 Q3	1997 Q4	1997	1998 Q1	1998 Q2	1998 Q3	1998 Q4	1998	1999 Q1	1999 Q2	1999 Q3
Available Net Cash Flow after Ninth Priority Level	$1,240,946	$1,240,946	$1,240,946	$3,722,837	$812,815	$812,815	$812,815	$812,815	$3,251,260	$793,325	$793,325	$793,325
Equity Capital Investment Funding	$280,158	$448,254	$448,254	$1,176,666	$448,254	$448,254	$448,254	$448,254	$1,793,014	$448,254	$448,254	$448,254
Available Net Cash Flow after Tenth Priority Level	$960,787	$792,692	$792,692	$2,546,171	$364,561	$364,561	$364,561	$364,561	$1,458,246	$345,071	$345,071	$345,071
Equity Capital Investment Balance												
Investment / Interest / Amort.												
Beginning Balance $15,000,000 / 12.50% / 5	15,000,000	15,000,000	15,000,000		15,000,000	15,000,000	15,000,000	15,000,000		15,000,000	15,000,000	15,000,000
Funding Due with respect to Current Period	280,158	448,254	448,254		448,254	448,254	448,254	448,254		448,254	448,254	448,254
Funding Due with respect to Previous Period	0	0	0		0	0	0	0		0	0	0
Interest due on Previous Period Funding	0	0	0		0	0	0	0		0	0	0
Funding Paid	280,158	448,254	448,254		448,254	448,254	448,254	448,254		448,254	448,254	448,254
Interest Portion of Funding Due	280,158	448,254	448,254		448,254	448,254	448,254	448,254		448,254	448,254	448,254
Interest Portion of Funding Paid	280,158	448,254	448,254		448,254	448,254	448,254	448,254		448,254	448,254	448,254
Non-funded Interest	0	0	0		0	0	0	0		0	0	0
Principal Portion of Funding Due (1)	0	0	0		0	0	0	0		0	0	0
Principal Portion of Funding Paid (1)	0	0	0		0	0	0	0		0	0	0
Non-funded Principal (1)	0	0	0		0	0	0	0		0	0	0
Ending Balance	15,000,000	15,000,000	15,000,000		15,000,000	15,000,000	15,000,000	15,000,000		15,000,000	15,000,000	15,000,000

Notes:

(1). Amount shown (Funding Portion) is Interest during Pre-DBO payment periods (Interest Only periods).

(2). The assumed Effective Date is May 15, 1997, and the assumed DBO is January 1, 2001

LEASE NO. AYC-685: EXHIBIT 8.3.A
(Reference Section 8(I)(d)(i))
Equity Capital Investment Funding and Balance: **Sufficient Funds for all Payments**

	1999 Q4	1999	2000 Q1	2000 Q2	2000 Q3	2000 Q4	2000	2001 Q1	2001 Q2	2001 Q3	2001 Q4	2001	2002 Q1
Available Net Cash Flow after Ninth Priority Level	$793,325	$3,173,300	$5,034,126	$5,034,126	$5,034,126	$5,034,126	$20,136,503	$2,747,383	$2,747,383	$2,747,383	$2,747,383	$10,989,530	$2,641,790
Equity Capital Investment Funding	$448,254	$1,793,014	$448,254	$448,254	$448,254	$448,254	$1,793,014	$1,007,151	$1,007,151	$1,007,151	$1,007,151	$4,028,603	$1,007,151
Available Net Cash Flow after Tenth Priority Level	$345,071	$1,380,286	$4,585,872	$4,585,872	$4,585,872	$4,585,872	$18,343,488	$1,740,232	$1,740,232	$1,740,232	$1,740,232	$6,960,928	$1,634,639
								1	2	3	4		5
Equity Capital Investment Balance													
Investment / Interest / Amort.													
Beginning Balance $15,000,000 / 12.50% / 5	15,000,000		15,000,000	15,000,000	15,000,000	15,000,000		15,000,000	14,441,103	13,865,504	13,272,704		12,662,189
Funding Due with respect to Current Period	448,254		448,254	448,254	448,254	448,254		1,007,151	1,007,151	1,007,151	1,007,151		1,007,151
Funding Due with respect to Previous Period	0		0	0	0	0		0	0	0	0		0
Interest due on Previous Period Funding	0		0	0	0	0		0	0	0	0		0
Funding Paid	448,254		448,254	448,254	448,254	448,254		1,007,151	1,007,151	1,007,151	1,007,151		1,007,151
Interest Portion of Funding Due	448,254		448,254	448,254	448,254	448,254		448,254	431,552	414,351	396,636		378,391
Interest Portion of Funding Paid	448,254		448,254	448,254	448,254	448,254		448,254	431,552	414,351	396,636		378,391
Non-funded Interest	0		0	0	0	0		0	0	0	0		0
Principal Portion of Funding Due (1)	0		0	0	0	0		558,897	575,599	592,800	610,515		628,759
Principal Portion of Funding Paid (1)	0		0	0	0	0		558,897	575,599	592,800	610,515		628,759
Non-funded Principal (1)	0		0	0	0	0		0	0	0	0		0
Ending Balance	15,000,000		15,000,000	15,000,000	15,000,000	15,000,000		14,441,103	13,865,504	13,272,704	12,662,189		12,033,430

Notes:
(1). Amount shown (Funding Portion) is Interest during Pre-DBO payment periods (Interest Only periods).
(2). The assumed Effective Date is May 15, 1997, and the assumed DBO is January 1, 2001

"tenant" shall not be unreasonably withheld by the Lessee so long as an air carrier assumes obligations substantially similar to those already imposed on tenant air carriers;

(2) each air carrier using the Premises shall have the right to service itself or to use any provider of handling services approved by the Lessee to serve the Premises and authorized by the Port Authority, by permit or otherwise, to serve any air carrier at the Airport;

(3) in any agreement, contract, Sublease or other arrangement under which a right or privilege at the Premises is granted to any Person to conduct or engage in any aeronautical activity for furnishing services to the public at the Premises, the Lessee will insert provisions requiring such Person:

(A) to furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof, and

(B) to charge fair, reasonable and not unjustly discriminatory prices for each unit of service; provided, that the contractor may be allowed to make reasonable and not unjustly discriminatory discounts, rebates or other similar types of price reductions to volume purchasers;

(4) the Lessee shall not exercise or grant any right or privilege which operates to prevent any Person operating aircraft at the Premises from performing any services on its own aircraft with its own employees (including without limitation maintenance and repair) that it may choose to perform; and

(5) in exercising any right or privilege under this Agreement, the Lessee shall provide services on the same conditions as would apply to the furnishing of such services by the Lessee's subtenants.

(ii) Notwithstanding the foregoing, the Lessee may establish such fair, reasonable and not unjustly discriminatory conditions to be met by all users of the Premises as may be necessary for the safe and efficient operation of the Premises; and the Lessee may prohibit or limit any given type, kind or class of aeronautical use of the Premises if such action is necessary for the safe operation of the Premises or necessary to service the civil aviation needs of the public.

(d) The Lessee may permit Signatory Carriers to handle other carriers at the Premises in accordance with the provisions of Section 62 below.

(e) To the extent that goods or services are sold to passengers or other members of the public, whether in Club Rooms or elsewhere on the Premises, the Lessee shall without exception charge a percentage rent or fee, to be included in Gross Revenues, on the revenues from such sales.

(f) In addition to any other rental, fee, or charge, the Lessee may charge Airline Sublessees a fee for use of the Apron Fueling Facilities on a per gallon basis or on any other basis not inconsistent with Section 43(c).

Section 44. Retail Subleases.

(a) The Lessee shall use its best efforts to develop and operate at the Premises a premier world-class retail program that will support and advance the role of the Premises in providing a grand and gracious arrival and a convenient and comfortable departure from the Airport, consistent with the image and status of New York City as America's foremost international gateway. The Lessee's retail program shall embody the Lessee's full commitment to quality, value and customer service as well as the maximum financial return to the Lessee and the Port Authority. A "premier world-class" retail program is one that consistently scores within the top ten percent (10%) of industry-recognized surveys, including without limitation the International Airline Transport Association (IATA) Airport Monitor and Port Authority-sponsored surveys, which contain evaluations or ratings of

passenger terminal retail programs, or specific components thereof, of the same type or class.

(b) (i) The Lessee has submitted, and the Port Authority has approved, a comprehensive plan for the development and operation of the retail program for the Premises (the "Comprehensive Retail Plan"), setting forth, *inter alia*: (1) the types of Concessions to be placed there and the number of each type and the size and designated location and configuration of each Concession, as well as the overall plan of the portions of the Premises designated for retail operations (the "Concession Areas"); (2) the minimum rentals required for each type of Concession; (3) the structure and level of any common area maintenance fees, marketing fees, retail management fees and utility recoveries to be charged to the Retail Sublessees; (4) the Lessee's plans to provide retail opportunities for Disadvantaged Business Enterprises; (5) the Lessee's quality and service standards and required hours of operation; and (6) the Lessee's specific plans to monitor and enforce its "Street Pricing" policy, quality and service standards and required hours of operation.

(ii) The Comprehensive Retail Plan shall be subject to the approval of the Port Authority, as provided in this Section. The Lessee shall submit to the Port Authority for its written approval at annual intervals during the Term (or more frequently if desired by either party) a revised Comprehensive Retail Plan, which shall contain the items of information enumerated in subparagraph (i) above. The Port Authority shall, within thirty (30) days after its receipt of a proposed revised Comprehensive Retail Plan, advise the Lessee in writing of the Port Authority's approval, conditional approval or disapproval. In the event of disapproval or conditional approval, the reasons therefor shall be stated, and the Lessee may thereafter submit for Port Authority approval an appropriately modified proposed revised Comprehensive Retail Plan. Unless and until a revised Comprehensive Retail Plan shall have been approved by the Port Authority in the foregoing manner, the Comprehensive Retail Plan previously approved and then in effect shall continue in effect.

(iii) Subject to the Port Authority's prior written consent, to the extent required pursuant to Section 5 hereof, the Lessee, throughout the Term, shall enter into Subleases with providers of consumer goods and services to conduct retail operations (any such Sublease, a "Retail Sublease") in all parts of the Concession Areas in accordance with the Comprehensive Retail Plan.

(c) (i) In the event necessary to fill a particular consumer need in the Concession Areas, the Lessee shall have the right directly, or through a third-party pursuant to a fee-based management contract, to conduct temporary retail operations at the Premises, any such retail operation to be for a duration or durations of up to ninety (90) days in the aggregate; provided that the Lessee shall first have used, and shall continue to use, its best efforts to identify and enter into a Sublease with a retail operator to conduct the said retail operations. The Lessee shall notify the Port Authority at least thirty (30) days prior to commencing any such temporary retail operations.

(ii) The Lessee shall have the right (x) directly to conduct temporary retail operations at the Premises, or (y) to do so through a third-party pursuant to a fee-based management contract, as the case may be, if the Comprehensive Retail Plan then in effect specifically provides so.

(iii) The Lessee's operating revenues from any retail operation provided in subparagraphs (i) and (ii) above, net of all reasonable direct costs but without any charge for space occupied, shall constitute Gross Revenues.

(d) (i) The Port Authority hereby reserves exclusively to itself and its designees the right on the Premises to implement, conduct, control and receive any rents or profits with respect to any of the following uses, operations or installations (collectively, the "Reserved Uses"):

(1) advertising (including, without limitation, static display, broadcast and other), provided that the Lessee shall retain the right to control the placement of

particular advertising and the right to reject any or all proposed advertising at the Premises,

(2) pay telephones, provided that the Lessee shall retain the right to control the placement of telephones, phone banks and kiosks and the right to deny the placement of any particular pay phone facility,

(3) vending machines (except in non-public areas of the Premises), provided that the Lessee shall retain the right to control the placement of vending machines and the right to reject any or all vending machines at the Premises,

(4) ground transportation (including vehicle rentals) reservations, as provided in Section 55 hereof, and

(5) provision of on-airport baggage carts (other than shopping carts made available free of charge to retail shoppers within the Concession Areas), provided that the Lessee shall retain the right to control the placement of baggage cart stations and the right to reject any or all on-airport baggage carts at the Premises.

(ii) The Port Authority (and any party specifically authorized thereby) may engage in the Reserved Uses, and install, operate, maintain and repair the property used in connection therewith, in such locations and to such extent, as may be determined by the Lessee. The Lessee, at its expense (payable as a Permitted O&M Expense), shall provide the necessary wires and conduits for the supply of electricity and telephone and other communications interconnections for the Reserved Uses.

(iii) The Port Authority shall pay over to the Lessee for credit to Gross Revenues, if and when collected by the Port Authority, the fees collected by the Port Authority through items (1), (2) and (3) of subparagraph (i) above. Additionally, on the Effective Date, the Port Authority shall pay over to the Lessee for credit to Gross Revenues any prepaid fees received by the Port Authority prior to the Effective Date in connection with items (1), (2) and (3) of subparagraph (i) above to the extent

allocable to the Terminal for the period subsequent to the Effective Date.

(iv) If and when the Port Authority elects to share with the other unit terminal operators at the Airport the revenues from the activities set forth in items (4) and (5) of subparagraph (i) above, the Port Authority shall likewise share such revenues with the Lessee.

(v) The Port Authority shall make available to the Lessee, at the Lessee's request, the Port Authority's audit reports, if any, relating to the operations of the Port Authority's contractors for the Reserved Uses with respect to which the revenues are shared with the Lessee.

(e) Except to the extent modified by and in accordance with an effective Comprehensive Retail Plan, the Lessee shall require in its Retail Subleases the following with respect to hours and days of operation:

(i) Retail food and beverage service shall be made available to the public at one or more locations within the Central Court continuously during the hours commencing no later than one hour prior to the first scheduled aircraft departure from the Premises and continuing until at least the completion of boarding for the last actual departure from the Premises of a flight scheduled for departure therefrom the same day. Such service also may be offered elsewhere in the Premises if in accordance with a currently effective Comprehensive Retail Plan. At least fifty percent (50%) of the Concessions in the Food Court at any one time shall operate continuously throughout the hours specified above with respect to the minimum service to be offered at the Central Court.

(ii) Certain retail food and beverage services shall be made available to the public "around-the-clock" (*i.e.*, twenty-four (24) hours each and every day without exception) at the Central Court.

(iii) Commencing no later than one hour prior to the first scheduled aircraft arrival at the Premises and continuing

until at least the last actual arrival at the Premises of a flight scheduled for arrival thereat the same day, at least one retail newsstand shall be continuously open for business within the Central Court and in an area accessible to "meeters and greeters".

(iv) Certain foreign currency exchange services, through a staffed location or an automated currency exchange machine, shall be continuously provided to the public on a twenty-four (24) hour basis, in the Arrival Hall and at least one other central location in the Premises.

(v) In each of the Arrival Hall and one other central location in the Premises, there shall be at least one automated teller machine fully operational and accessible to the public twenty-four (24) hours a day with cash in quantities sufficient to meet reasonably anticipated demand and providing access to at least one of the two largest networks available in the Port District.

(vi) In any instance in which no minimum hours have been set forth above and as to all other Retail Sublessees, the Retail Sublessees shall be required to be open for business and operate their respective businesses as provided in the Comprehensive Retail Plan.

(vii) The Lessee shall require all Retail Sublessees to operate their respective businesses so as to maximize their revenues in accordance with business standards observed generally by well-run business enterprises of regional or national scope and to be open for and conduct business serving the public each and every day during the term of their respective subtenancies, there being no exceptions or modifications of such standards on account of holidays or other circumstances.

(f) (i) Each Retail Sublease shall provide that the Retail Sublessee in its operations pursuant to the Sublease shall not charge prices to its customers in excess of "Street Prices", defined as follows:

(1) If the Retail Sublessee conducts a similar business in off-airport location(s) in the Greater New York City-Northern New Jersey Metropolitan Area (the "Metro Area") "Street Prices" shall mean the price regularly charged by the Retail Sublessee for the same or similar item in the Metro Area;

(2) If the Retail Sublessee does not conduct a similar business in off-airport location(s) in the Metro Area, "Street Prices" shall mean the average price regularly charged in the Metro Area by similar retailers for the same or similar item; and

(3) If neither the Retail Sublessee nor other similar retailers sell a particular item in the Metro Area, "Street Prices" shall mean the price regularly charged by the Retail Sublessee or similar retailers for the same or similar item in any other geographic area, with a reasonable adjustment for any cost-of-living variance between such area and the Metro Area.

(ii) Notices in form and substance reasonably satisfactory to the Port Authority shall be conspicuously displayed in each Retail Sublessee's space to the effect that the Retail Sublessee adheres to the foregoing "Street Pricing" policy.

(g) Each Retail Sublease shall also provide, in addition to the provisions required under Section 5 above, elsewhere in this Section and elsewhere in this Agreement, that the Retail Sublessee shall:

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

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

(3) maintain, in accordance with generally accepted accounting practice, during the term of the

subletting under the Sublease and for three (3) years after the expiration or earlier termination thereof, records and books of account recording all transactions of the Retail Sublessee at, through, or in any way connected with its operations at the Premises or elsewhere at the Airport, which records and books of account shall be made available within the Port of New York District;

(4) permit in ordinary business hours during the term of the subletting under the Sublease and for three (3) years thereafter, the examination and audit by both the officers, employees and representatives of the Port Authority and those of the Lessee of such records and books of account and also any records and books of account of any company which is owned or controlled by the Retail Sublessee, or which owns or controls the Retail Sublessee if said company performs services similar to those performed by the Retail Sublessee anywhere in the Port of New York District, provided, however, that the Port Authority shall give the Lessee prior notice of such examination and audit;

(5) permit the inspection by the officers, employees and representatives of the Port Authority and those of the Lessee of any equipment used by the Retail Sublessee, including but not limited to cash registers, provided, however, that the Port Authority shall give the Lessee prior notice of such inspection;

(6) install and use such cash registers, point-of-sale equipment, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered as may be appropriate to the Retail Sublessee's business and necessary or prudent to keep accurate records of its receipts; and

(7) furnish good, prompt and efficient service hereunder, adequate to meet all demands therefor at the Premises; furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and, without being construed in derogation of Section 44(e) above, charge fair, reasonable and non-discriminatory prices for each unit

of sale or service, provided that the Retail Sublessee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

Notwithstanding the provisions of this Section 44(g), if the Port Authority should consent to a Retail Sublease, such Retail Sublease shall be deemed to have satisfied the requirements of Section 5, of this Section 44 and of this Agreement.

(h) (i) The Lessee shall employ a full time trained professional staff at all times during the Term of sufficient size, expertise, ability, suitability and experience to carry out its responsibilities under this Section.

(ii) In addition, throughout the Term, the Lessee shall employ at the Premises on a full-time basis a retail manager and one or more assistant retail managers of the retail operations at the Premises, with sufficient authority and support, staff and appropriate equipment, supplies and means to manage and administer those Retail Subleases and other agreements with the Retail Sublessees and other entities to which the Lessee is a party or by which it is bound relating to the retail program at the Premises, to monitor and compel performance by such Retail Sublessees and other entities and to serve as on-site liaison with the Port Authority. The retail manager and assistant retail manager(s) shall each have the power and authority on behalf of the Lessee to resolve all operational issues short of executing any amendment of this Lease. In all events, an employee of the Lessee with managerial authority shall be available for a minimum time span of sixteen hours each day to meet with Port Authority representatives in person at the Premises and available at other times by telephone, with the ability in an emergency situation to arrive at the Airport by car within two hours after being called.

(iii) The Lessee shall not knowingly either employ or permit the employment of any management, supervisory or other personnel of the Lessee (including without limitation such retail manager and assistant retail manager(s)) or of any contractor or subcontractor, representative or agent of the Lessee, whose employment constitutes a conflict of interest or whose actions

are inconsistent with the highest level of honesty, ethical conduct or public trust or are adverse to the public interest. Notwithstanding the foregoing, the Lessee shall be under no obligation to refrain from hiring any Person if to do so would be a violation of Law, or to terminate any Person if to do so would be a violation of Law or of any applicable right of such Person, contractual or otherwise.

(i) On a continuing basis through the end of the Term, the Lessee shall undertake and execute through a variety of media, in a manner acceptable to the Port Authority, such advertising and promotional programs as shall bring to the attention of the public, generally, and actual and potential enplaning passengers and their escorts and guests and the aviation and tourist industries, in particular, the positive features of the retailing program managed by the Lessee as provided in this Lease and such other information to be presented in such style and format as shall project, consistent with the truth, a desirable image of such retailing program, the Premises and the Airport. The Port Authority shall not have any responsibility for, and shall not bear any of the costs of, the foregoing (such costs to constitute Permitted O&M Expenses).

(j) If requested by the Port Authority, the Lessee shall furnish to the Port Authority:

(1) on or before the twentieth (20th) day of each month following the commencement date of any Retail Sublease a statement, certified by an authorized officer of the Sublessee, of all receipts arising out of operations of the Sublessee under such Retail Sublease for the preceding month,

(2) within thirty (30) days after the expiration or sooner termination of any Retail Sublease, a statement of all receipts arising out of such operations during (x) the term of such Retail Sublease or (y) the three (3) years directly preceding such expiration or sooner termination, whichever is shorter, and

(3) within one hundred twenty (120) days after the expiration or sooner termination of any Retail Sublease, the statement referred to in the preceding subdivision (2) certified, at the Retail Sublessee's expense, by a certified public accountant.

Section 45. Federal Inspection

The Lessee will make available to the United States a portion or portions of the Premises (the "FIS Facilities") together with appurtenant services to the United States, Aircraft Operators and air passengers on a twenty-four (24) hour per day, seven (7) days per week basis for the inspection of air passengers and their baggage by the United States for United States immigration, customs, public health and other governmental purposes, if the United States will accept and use the same. The Port Authority shall have no obligation or responsibility of any kind with respect to the foregoing or the arrangements that must be made by the Lessee with the United States and any agencies thereof having jurisdiction. The Lessee shall maintain the capacity of the FIS Facilities existing as of the Effective Date at all times from the Effective Date to DBO so as to accommodate the processing of passengers and their baggage in such volumes as shall be required by demand for such FIS Facilities and as the Premises shall be capable of supporting given the design capacity of the FIS Facilities on the Effective Date which the parties agree is Three Thousand (3000) passengers per hour and the overall age and obsolescence of such FIS Facilities. From and after DBO the FIS Facilities shall initially be designed to accommodate a maximum volume level of Three Thousand Two Hundred (3200) passengers per hour (the "Design Capacity").

Section 46. Facilities Non-Discrimination

(a) Without limiting the generality of any of the provisions of this Agreement, the Lessee, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (i) no person on the grounds of race, color, sex, creed, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise

subjected to discrimination in the use of the Premises, and the exercise of any privilege under this Agreement, (ii) that in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person on the grounds of race, color, creed, national origin, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (iii) that the Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as such requirements may be amended, and any other present or future Laws of the United States of America with respect thereto which from time to time may be applicable to the Lessee's operations at the Airport whether by reason of agreement between the Port Authority and the United States Government or otherwise.

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

(c) The Lessee's noncompliance with the provisions of this Section shall constitute a material breach of this Agreement. In the event of the breach by the Lessee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance; including, without limitation, delivery of written notice to the Lessee specifying non-compliance of the Lessee with the provisions of this Section, or may pursue such other remedies as may be provided by Law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) Nothing contained in this Section shall grant or shall be deemed to grant to the Lessee the right to transfer or assign this Agreement, to make any agreement or concession of the

type mentioned in paragraph (b) hereof, or any right to perform any construction on the Premises.

Section 47. Affirmative Action

In addition to and without limiting the provisions of Section 46 and Exhibit E hereof or any other term or provision of this Agreement, the Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that (a) no person on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E and (b) no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

Section 48. The Lessee's Ongoing Affirmative Action/Equal Opportunity Commitment

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

(b) In addition to and without limiting the foregoing, and without limiting the provisions of Sections 46 and 47 and Exhibit E hereof, it is hereby agreed that the Lessee in connection with its continuing operation, maintenance and repair of the Premises, or any portion thereof, and in connection with

every award or agreement for concessions or consumer services at the Airport, shall throughout the term of this Agreement commit itself to and use, and shall insure that each sublessee approved pursuant to Sections 43 or 44 commits itself to and uses, good faith efforts to implement an extensive program of affirmative action, including specific affirmative action steps to be taken by the Lessee and sublessees approved pursuant to Sections 43 or 44, to ensure maximum opportunities for employment and contracting by minorities and women. In meeting the said commitment the Lessee agrees to submit such affirmative action program, including the specific affirmative action steps to be taken by the Lessee and the sublessees approved pursuant to Sections 43 and 44 to meet such commitment. The Lessee shall incorporate in such program such revisions and changes which the Port Authority initially or from time to time may reasonably require. The Lessee throughout the term of this Agreement hereunder shall document its efforts in implementing such program, shall keep the Port Authority fully advised of the Lessee's progress in implementing such and shall supply to the Port Authority such information, data and documentation with respect thereto as the Port Authority may from time to time and at any time request, including, but not limited to, annual reports.

(c) (i) "Minority" as used herein shall be as defined in paragraph II(c) of Part I of Exhibit E.

(ii) "Minority Business Enterprise" (MBE) as used herein shall have the meaning as defined in the first paragraph of Part II of Exhibit E.

(iii) "Women-owned Business Enterprise" (WBE) as used herein shall have the meaning as defined in the first paragraph of Part II of Exhibit E.

(iv) Good faith efforts to include meaningful participation by MBEs and WBEs shall include at least the following:

(1) Dividing the work to be subcontracted into smaller portions where feasible.

(2) Actively and affirmatively soliciting bids for subcontracts from MBEs and WBEs, including circulation of solicitations to minority and female Contractor associations. The Lessee shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation as called for in paragraph (b) above, 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.

(3) Making plans and specifications for prospective work available to MBEs and WBEs in sufficient time for review.

(4) Utilizing the list of eligible MBEs and WBEs maintained by the Port Authority or seeking minorities and women from other sources for the purpose of soliciting bids for subcontractors.

(5) Encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors, where appropriate, to insure that the Lessee will meet its obligations hereunder.

(6) Insuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis.

(7) Submitting quarterly reports to the Port Authority (Office of Business and Job Opportunity) detailing its compliance with the provisions hereof.

(d) The Lessee's non-compliance with the provisions of this Section shall constitute a material breach of this Agreement. In the event of the breach by the Lessee of any of the above provisions, the Port Authority may take any appropriate action to enforce compliance; including, without limitation, delivery of written notice to the Lessee specifying non-compliance of the Lessee with the provisions of this Section, or may pursue such other remedies as may be provided by Law.

(e) In the implementation of this Section, the Port Authority may consider compliance by the Lessee with the provisions of any federal, state or local law concerning affirmative action or equal employment opportunity which are at least equal to the requirements of this Section, as effectuating the provisions of this Section. If the Port Authority determines that by virtue of such compliance with the provisions of any such federal, state or local law that the provisions hereof duplicate such law, the Port Authority may waive the applicability of the provisions of this Section to the extent that such duplication exists. Under no circumstances shall the Lessee be required to take any action, or omit to take any action, under this Section, Sections 46 or 47 or Exhibit E to the extent such action or omission would be in conflict with, or in violation of, any applicable Law.

(f) 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.

(g) Nothing in this Section shall grant or be deemed to grant to the Lessee the right to make any agreement or award for concessions or consumer services at the Airport.

Section 49. Removal of Property

(a) Except as otherwise provided in Section 18 and to the extent not inconsistent with the tax-exempt nature of the Passenger Terminal Bonds, all personal property (including trade fixtures but excluding items owned by third parties (such as property used under license, or leased, from a third party)) removable without material damage to the Premises, which is installed by the Lessee in or on the Premises leased to the Lessee pursuant to this Agreement and which is not owned by the City of New York or the Port Authority pursuant to Section 12, shall be deemed to be and remain the property of the Lessee (the "Lessee's Personal Property"). All of the Lessee's Personal Property, provided the Lessee shall install suitable replacements therefor if such property is necessary to operate the Premises in accordance with the terms and provisions hereof and in accordance

with the best practices of the airport and air transportation industries, may at the Lessee's option be removed by the Lessee from the Premises at any time during the Term. Furthermore, notwithstanding the previous sentence, all of the Lessee's Personal Property shall, unless otherwise agreed in writing by the parties hereto, be removed by the Lessee on or before the expiration or other termination of the Term. If the Lessee shall fail to remove such property on or before the termination or expiration of this Agreement, the Port Authority may remove the Lessee's Personal Property to a public warehouse for deposit or retain the same in its own possession, and in either event may dispose of the same as waste material or 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 Lessee to the Port Authority, with any balance remaining to be paid to the Lessee; if the expenses of such removal, storage and sale shall exceed the proceeds of sale, the Lessee shall pay such excess to the Port Authority upon demand. Without limiting any other term or provision of this Agreement, the Lessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, agents, employees and contractors from all claims of third persons arising out of the Port Authority's removal and disposition of property pursuant to this Section, including claims for conversion, claims for loss of or damage to the Lessee's Personal Property, claims for injury to persons (including death), and claims for any other damages, consequential or otherwise.

(b) (i) The items of personal property listed on Exhibit 49.1 (the "Operating Equipment Items") shall be available to the Lessee for use on the Premises during the Term. While in the possession of the Lessee pursuant hereto, the Operating Equipment Items shall be subject to all the applicable terms and provisions of this Agreement including, without limitation, with respect to maintenance, indemnity, insurance and casualty.

(ii) From and after DBO and on reasonable notice to the Lessee, the Port Authority shall have the right from time to time to direct the Lessee to deliver to the Port Authority one or more of the mobile lounges which comprise part of the Operating Equipment Items (the "Mobile Lounges") other than any Mobile

Lounges purchased by the Lessee pursuant to subparagraph (iii) below and upon such delivery, the same shall no longer be part of the Operating Equipment Items hereunder.

(iii) In the event the Lessee wishes to purchase one or more of Mobile Lounges (not including Nos: 183, 184, 185 and 186, as listed on Exhibit 49.1) the Lessee shall so notify the Port Authority. The Port Authority shall thereupon determine the fair market value price of such Mobile Lounge(s) and notify the Lessee thereof. The Lessee shall have thirty (30) days to notify the Port Authority whether or not it wishes to purchase such Mobile Lounge(s) for such price. In the event the Lessee wishes so to purchase such Mobile Lounge(s), the Port Authority shall transfer title thereto in return for payment of such price.

(iv) The Lessee shall have the right during the Term to notify the Port Authority that it no longer desires to use one or more of the Operating Equipment Items. The Port Authority shall promptly thereafter notify the Lessee to deliver such item or items to the Port Authority to a location in the Port District, the cost of delivery to be a Permitted O&M Expense, or to dispose of the same.

Section 50. Purchase of Property

(a) The Port Authority shall have the option from time to time exercisable by notice to the Lessee effective on the expiration or earlier termination of the Term, to purchase all, or such part as the Port Authority elects, of the Lessee's Personal Property (including trade fixtures but excluding ground vehicles and excluding the Lessee's furniture, office supplies, maintenance tools, telecommunications equipment, personal computers and computer software (except software used to operate the Premises, including accounting, gate management and other management functions)) including without limiting the generality of the foregoing any system for handling baggage, any counters, and any passenger loading bridges, as and to the extent any of the foregoing are personal property, which may at the time of the giving of such notice have been installed or placed on the Premises, subject in each case to the rights of the Lessee to transfer such property and the Personal Property Security

Interest. In the event the Port Authority exercises its option to make a purchase, the Port Authority shall pay to the Lessee a sum equal to the reasonable value of the Lessee's Personal Property purchased. The Lessee hereby agrees that on the effective date of the purchase and sale none of the aforesaid items shall be subject to any lien, security interest or other encumbrance, except to the extent any such encumbrance may be extinguished in a commercially viable manner, and upon request of the Port Authority the Lessee will execute a bill of sale or such other document of conveyance as the Port Authority may request to transfer Lessee's interest in the aforesaid items to the Port Authority and the Port Authority shall pay the purchase price. Further, the Lessee shall from time to time execute such other documentation as the Port Authority may require and prepare evidencing the option of the Port Authority, as herein provided, to purchase the aforesaid personal property, including without limitation, security agreements and filings pursuant to the Uniform Commercial Code.

(b) The Lessee shall use commercially reasonable efforts to assure that any of the Lessee's Personal Property which is leased and any of the Lessee's Personal Property which is or is subject to an intellectual property license, is assignable to the Port Authority.

Section 51. Services to the Lessee

(a) The Port Authority shall sell, furnish and supply to the Lessee for use on the Premises and the Lessee agrees to take from the Port Authority and pay for electricity of the same voltage, phase and cycle as supplied to the Premises by the public utility in the vicinity, but limited, however, to serve a maximum of 10,000 KVA installed transformer capacity, at the same charge which would be made by such public utility for the same quantity under the same conditions and in the same service classification but in any event an amount sufficient to reimburse the Port Authority for its costs of obtaining and supplying electricity to the Lessee hereunder; charges shall be payable by the Lessee when billed and the quantity of electricity consumed shall be measured by the meter or meters installed for the purpose; provided, however, that if for any reason, any meter or

meters fail to record the consumption of electricity, the consumption during the period such meter or meters are out of service will be considered to be the same as the consumption for a like period either immediately before or after the interruption as elected by the Port Authority. The Port Authority shall not discontinue the supply of electricity except upon fifteen (15) days' notice to the Lessee and unless a supply of electricity of the same voltage, phase and cycle (subject to the KVA limitation aforesaid) shall be available from another supplier and upon any such discontinuance the Lessee shall be at liberty to contract or otherwise arrange for the supply of such current from any other person, firm or corporation after the expiration of said fifteen (15) days. The Port Authority shall install and maintain the appropriate meters provided, however, that such meters shall be subject to inspection and testing by the Lessee at any time.

(b) The Port Authority agrees to sell, furnish and supply to the Lessee for use on the Premises cold water (of the character furnished by the City of New York) in reasonable quantities through existing pipes, mains and fittings and the Lessee agrees to take such water from the Port Authority and to pay the Port Authority therefor an amount equal to that which would be charged by the municipality or other supplier of the same (whether or not representing a charge for water or other services measured by water consumption) for the same quantity, used under the same conditions and in the same service classification plus the cost to the Port Authority of supplying such water which shall not be less than ten percent (10%) nor in excess of fifty percent (50%) of the amount charged, but in any event an amount sufficient to reimburse the Port Authority for its costs of obtaining and supplying water to the Lessee hereunder. The charge therefor shall be payable by the Lessee when billed and the quantity of water consumed shall be measured by the meter or meters installed for the purpose; provided, however, that if for any reason, any meter or meters fail to record the consumption of water, the consumption during the period such meter or meters are out of service will be considered to be the same as the consumption for a like period immediately before or after the interruption, as elected by the Port Authority. The Port Authority shall install and maintain the appropriate meters, provided, however, that such meters shall be

subject to inspection and testing by the Lessee at any time. In the event meters are not installed to measure the consumption of water under high pressure, the quantity of such water used by the Lessee will be based upon equitable estimates of consumption.

(c) The Lessee shall pay to the Port Authority such of the existing and future charges for sewerage services furnished by the City of New York as are presently or may hereafter be imposed or assessed against the Port Authority in respect of the Premises or the use and occupancy thereof. In the event that the City or the State of New York is now furnishing services with or without charge therefor, which are beneficial to the Lessee in the use and occupancy of the Premises, and shall hereafter impose charges or increase existing charges for such services, the Lessee agrees to pay to the Port Authority such of the charges or the increase in charges as may be imposed or assessed against the Port Authority in respect of the Lessee's Premises or the use and occupancy thereof.

(d) If and in the event the Port Authority shall provide extermination service for the enclosed areas of the Premises, the Lessee agrees to utilize the same and to pay its pro rata share of the reasonable cost thereof upon demand. This paragraph does not impose any obligation on the Port Authority to furnish such service.

(e) The Port Authority shall not be obligated to perform or furnish any other services whatsoever in connection with the Premises other than as expressly provided in this Agreement. The Port Authority shall not be obligated to perform or furnish any service at any time while the Lessee shall be in default under this Agreement with respect to its payment for utilization of such service after the period, if any, herein granted to cure such default shall have expired.

(f) The Port Authority shall be under no obligation to supply services if and to the extent and during any period that the supplying of any such service or the use of any component necessary therefor shall be prohibited or rationed by any federal, state or municipal Law and if the Port Authority deems it in the public interest to comply therewith, even though such

Law may not be mandatory on the Port Authority as a public agency.

(g) No failure, delay or interruption in supplying agreed services (whether or not a separate charge is made therefor) shall be or be construed to be an eviction of the Lessee or grounds for any diminution or abatement of rental, or (unless resulting from the negligence or wilful failure of the Port Authority) shall be grounds for any claim by the Lessee for damages, consequential or otherwise.

Section 52. Hot Water and Chilled Water Requirements

(a) (i) The Port Authority has entered into agreements consisting of an Energy Purchase Agreement, dated as of April 28, 1993, a Construction and Operations Agreement, dated as of April 28, 1993, and an Agreement of Lease, dated as of April 28, 1993, (hereinafter as the same may be supplemented, amended and extended from time to time collectively and individually called the "Cogeneration Agreement") with KIAC Partners, a New York general partnership (hereinafter called "KIAC"), for the construction, installation and operation of a cogeneration facility at the Airport which includes portions of the central heating and refrigeration facility previously operated by the Port Authority at the Airport and which cogeneration facility produces electricity, hot water (hereinafter called "Hot Water") and chilled water (hereinafter called "Chilled Water") and which cogeneration facility is hereinafter called the "Cogeneration Facility". The Cogeneration Facility shall include a thermal distribution system (the "Thermal Distribution System" or the "TDS") including distribution lines extending to the Premises as provided in paragraph (f) below.

(ii) The Lessee acknowledges that it has received a copy of the Cogeneration Agreement and agrees that the supply by KIAC of Hot Water and Chilled Water to the Premises is subject to all of the terms and provisions of the Cogeneration Agreement. The Lessee agrees that the Port Authority may grant waivers, consents and approvals to KIAC from time to time and the Port Authority and KIAC may supplement, amend or extend the

Cogeneration Agreement, except to the extent provided in paragraph (i) below, from time to time and that the Lessee shall be subject to any such waivers, consents and approvals and supplements, amendments, and extensions as part of the Cogeneration Agreement. Copies of any such supplements, amendments and extensions will be made available to the Lessee upon request by the Lessee therefor.

(b) (i) The Cogeneration Agreement provides, among other things, that the Port Authority will purchase from KIAC for resale to the Lessee, and the Lessee hereby agrees that it will accept and purchase from the Port Authority subject to all of the terms and conditions of the Cogeneration Agreement, for use on the Premises, to the extent the same is delivered by KIAC to the Port Authority and by the Port Authority to the Lessee, all of the Lessee's requirements at the Premises for Hot Water and Chilled Water (excluding requirements exclusively for aircraft and loading bridges leading to aircraft); and the Lessee hereby agrees to pay the Port Authority therefor as follows:

(1) The Lessee acknowledges and agrees that the charge to the Lessee by the Port Authority for the Lessee's consumption of Hot Water and Chilled Water at the Premises and Chilled Water makeup water and chemical treatment of makeup water (due to system leakage at the Premises or otherwise) shall be the sum of (a) the amount payable by the Port Authority to KIAC therefor pursuant to the Cogeneration Agreement, plus (b) Five percent (5%) of the foregoing and plus (c) all applicable taxes.

(2) The Lessee acknowledges that pursuant to the Cogeneration Agreement KIAC will furnish the Port Authority with measurements of the Lessee's consumption of (a) Hot Water based upon energy drawn by the Lessee from KIAC's Hot Water distribution lines, (b) Chilled Water based upon the energy absorbed from the Lessee by KIAC's Chilled Water distribution lines and (c) Chilled Water makeup water and chemical treatment of makeup water consumed on the Premises, and the Lessee agrees that the provisions of the Cogeneration Agreement with respect to the accuracy of such measurements, the redetermination of such measurements in the event of inaccurate registration by metering devices, and the use of estimates in the event of the failure of

such metering devices shall all be applicable to the Lessee under this Agreement as though set forth in full herein.

(3) The Lessee acknowledges that the Cogeneration Agreement provides that KIAC shall provide estimated bills to the Port Authority for consumption of Hot Water and Chilled Water on a monthly basis commencing approximately ten (10) days after the Cogeneration Effective Date for the first calendar month or portion thereof and on or about the tenth day of the month for each calendar month thereafter. KIAC is then to render a final bill with respect to each estimated bill approximately ten (10) days after the conclusion of the said month together with the estimated bill for the then current month.

(4) Notwithstanding such arrangement between KIAC and the Port Authority, the Port Authority shall, with respect to each calendar year or fraction thereof, establish estimated unit rates, subject to change from time to time by the Port Authority, for the consumption on the Premises of Hot Water and Chilled Water and shall render an estimated bill to the Lessee for the Lessee's consumption at such estimated rates monthly on the last day of the calendar month following each full or partial calendar month during the term hereof which bill shall be payable on receipt.

(5) As soon as practicable after the expiration of each calendar year, the Port Authority shall determine the amounts payable by the Lessee in accordance with the provisions of subparagraphs (1), (2) and (3) of this paragraph (b)(i). A corrected billing based upon such determination shall thereupon be rendered by the Port Authority to the Lessee and if any monies are due to the Port Authority they shall be promptly paid by the Lessee and if any monies are due to the Lessee they shall be promptly credited to it. In the event the Term expires or is sooner terminated on a date other than the last day of a calendar year, the Port Authority shall have no obligation to immediately make the computations as hereinabove provided which would determine the amounts payable by the Lessee in accordance with subparagraphs (1), (2) and (3) of this paragraph (b)(i) for the period during said year when this

Agreement was in effect. In the event this Agreement expires on a day other than the last day of a calendar month and the actual consumption of and charges to the Lessee for such portion of the calendar month are not available, the charge to the Lessee shall be equitably prorated. Said computations shall be made subsequent to the end of the calendar year as hereinabove provided, and, if any monies are due to the Port Authority, they shall be paid by the Lessee and, if any monies are due to the Lessee, they shall be paid to it by the Port Authority, less such amounts, if any, then due and owing to the Port Authority from the Lessee.

(6) The Port Authority shall render a bill to the Lessee from time to time for the Lessee's Chilled Water distribution gallonage which shall be payable upon receipt. The charge therefor shall be based on KIAC's charge to the Port Authority for makeup water and chemical treatment of makeup water and shall be determined in accordance with subparagraphs (1) and (2) of this paragraph (b)(i).

(7) In the event that the Lessee disputes any item of an estimated or final bill, the Lessee shall promptly pay the bill in full and the Port Authority shall make any necessary adjustments only after resolution of such dispute.

(ii) The Lessee agrees that in order that KIAC or any successor thereto may maintain the status of the Cogeneration Facility as a "qualifying cogeneration facility" under applicable Federal laws, rules and regulations ("QF Status") including the Public Utility Regulatory Policies Act of 1978 as the same may be amended and any successor statute thereto, the Lessee shall, at all times it is operating the Premises for the purposes permitted in this Agreement, purchase from the Port Authority and use on an annual basis a minimum amount of thermal energy contained in Hot Water and Chilled Water produced by use of steam from the Cogeneration Facility equivalent to the lesser of (1) an amount that, together with all thermal energy contained in Hot Water and Chilled Water purchased and used by the Port Authority and all other lessees of Premises in the Central Terminal Area, is sufficient to maintain the QF status of the Cogeneration Facility and (2) the product of (x) 167,379 mm BTUs of thermal energy,

which is one-third of the use of thermal energy contained in Hot Water and Chilled Water in the Central Terminal Area of the Port Authority and the lessees of Premises in the Central Terminal Area in the year ended December 31, 1989, and (y) a fraction, the numerator of which is the amount of the Lessee's use of thermal energy contained in Hot Water and Chilled Water at the Premises in the most recent complete calendar year preceding the applicable date of determination and the denominator of which is the amount of all use in the Central Terminal Area of thermal energy contained in Hot Water and Chilled Water in such calendar year.

(c) THE LESSEE HEREBY WAIVES AND RELINQUISHES for itself, its successors and assigns any right it may have, and further agrees that it, its successors and assigns shall have no right, to manufacture or produce, to cause to be manufactured or produced, or to purchase or receive from any third party, Hot Water or Chilled Water for use on the Premises (except for use exclusively in loading bridges or on aircraft) or to use any other manner of air cooling or air heating at the Premises except to purchase, receive and use Hot Water and Chilled Water from the Port Authority pursuant to this Agreement. In the event it is projected that KIAC Partners will not be able to supply the Premises with sufficient quantities of Hot Water or Chilled Water pursuant to the Cogeneration Agreement on a continuing basis, the Port Authority shall, expeditiously after such projections have been released, either (i) inform the Lessee that the Port Authority will make arrangements for the supply of same on the same terms as are provided herein or (ii) release the Lessee in whole or in part from its obligations under the previous sentence and permit the Lessee to make its own arrangements for the supply of the same at its own cost (such cost to be includible as a Permitted O&M Expense) but without any surcharges or other payments with respect thereto to the Port Authority. If the Port Authority should choose option (i) above, the Port Authority shall make the necessary arrangements for the supply of such services no later than the time the supply of Hot Water or Chilled Water from KIAC Partners is projected to fall short. If at any time KIAC Partners is unable to supply the Premises with sufficient quantities of Hot Water or Chilled Water on a temporary basis, the Lessee may make arrangements to supply such

deficiency itself (and only for the period thereof) provided that the Lessee shall bear the full cost of such arrangements (such cost to be includible as a Permitted O&M Expense) but without any surcharges or other charges levied thereon by the Port Authority and shall remove any facilities once the insufficiency has been remedied or otherwise resolved. In no event may such supply by the Lessee interfere with efforts by KIAC or the Port Authority to restore the supply of Hot Water or Chilled Water.

(d) There shall be no obligation to the Lessee by either KIAC or the Port Authority to furnish the goods and services covered by this Section at any time (i) while any component necessary therefor shall be prohibited or rationed by any federal, state or municipal Law or while the Port Authority deems it in the public interest to comply therewith even though such Law may not be mandatory on the Port Authority as a public agency, (ii) while the same are curtailed or stopped because of the need to repair, replace, rebuild or alter the Cogeneration Facility, (iii) during the continuance of any event of force majeure, as such term is defined in the Cogeneration Agreement or (iv) that the Lessee shall be in default under this Agreement with respect to its payment for the goods and services covered by this Section after the period, if any, herein granted to cure such default shall have expired. No failure, delay or interruption in supplying said goods and services shall be or be construed to be an eviction of the Lessee or grounds for the diminution or abatement of rentals, fees or other charges, nor shall any such failure, delay or interruption be grounds for any claim by the Lessee for damages, consequential or otherwise, against the Port Authority or KIAC.

(e) Without limiting any other provision of this Section, any supply of Hot Water or Chilled Water to the Premises from the Cogeneration Facility shall be limited by the safe and efficient operating capacity of the Cogeneration Facility as determined by KIAC and as approved by the Port Authority.

(f) (i) The Lessee has installed or shall install all machinery, equipment and facilities including heat exchangers required to be installed in the Premises in order to utilize Hot Water and Chilled Water to be distributed and shall tie into the

TDS with respect to Hot Water at the heat exchangers, in the mechanical equipment rooms constructed by the Lessee on the Premises and shall tie into the TDS with respect to Chilled Water in the said mechanical equipment rooms.

(ii) The Lessee hereby agrees that the Port Authority, KIAC and the contractors or suppliers of either of them each shall have the right to enter upon the Premises to install, operate and maintain any part of the Cogeneration Facility located thereon including but not limited to the aforesaid TDS.

(g) In the event the Cogeneration Agreement is terminated and the facilities for the production of Hot Water and Chilled Water at the Airport exist and are, in the opinion of the Port Authority, economically operable, the Port Authority itself or pursuant to agreement with a contractor or permittee shall supply Hot Water and Chilled Water to the Premises and the Lessee shall take and pay therefor at the same charge to the Lessee which would be applicable as if the Cogeneration Agreement had been in full force and effect, provided, however, that notwithstanding any other provision of this Section, the charge therefor to the Lessee shall in any event be an amount sufficient to reimburse the Port Authority for its capital and operating costs in connection therewith determined in a manner consistent with the Port Authority's determination of its capital and operating costs of supplying Hot Water and Chilled Water to other premises in the Central Terminal Area and in accordance with the Port Authority's normal accounting practice. In addition, the Port Authority may, in its discretion, make or consent to arrangements on one or more occasions with a third party or parties to succeed to KIAC's operation of all or any part of the Cogeneration Facility and the Lessee shall continue to be obligated to purchase Hot Water and Chilled Water from the Port Authority pursuant to this Agreement, at the rates provided for in the Cogeneration Agreement.

(h) The Port Authority shall have no liability to the Lessee for any facilities installed by the Lessee on the Premises in connection with the use of Hot Water and Chilled Water

hereunder or for any investment made in connection with the use of Hot Water and Chilled Water.

(i) The Port Authority shall have the right to grant waivers, consents and approvals with respect to the Cogeneration Agreement and to enter into amendments, supplements or extensions of the Cogeneration Agreement with KIAC or any similar agreement with any successor operator of the Cogeneration Facility or other provider of Hot Water and Chilled Water at the Airport provided, however, that the Port Authority will not enter into any amendment, supplement or extension of the Cogeneration Agreement which will result in a change in the formula used to calculate the Hot Water and Chilled Water rates payable by the Lessee which change results in an increase in the rates payable by the Lessee pursuant to such formula (the Lessee hereby acknowledging that such formula may, according to its terms, provide for such rates to be adjusted from time to time) without the consent of the lessees (including the Port Authority as and to the extent that the Port Authority uses Hot Water and Chilled Water) of premises that purchased and used at least Fifty-one percent (51%) of the aggregate Hot Water and Chilled Water purchased and used in the Central Terminal Area during the last full calendar year preceding the effective date of such amendment, supplement or extension.

(j) Nothing in this Section shall limit the Lessee's rights against KIAC under applicable Law including, without limitation, with respect to the quality of the Hot Water and Chilled Water supplied by KIAC.

Section 53. Additional Rights of the Port Authority as to Portions of the Premises

(a) It is hereby agreed that for the purpose of this Section the term the "Lessee's Commencement Basic Schedules" shall be based on the schedules of the Scheduled Aircraft Operators that are sublessees approved pursuant to Section 43, as described in paragraph (e) hereof and shall be and mean a "Revenue Seats Daily Average for the Premises" (as said term is defined in paragraph (f) hereof) for the first full calendar year after DBO.

(b) Commencing with the second full calendar year after DBO and for each and every calendar year thereafter, the Port Authority may ascertain the Revenue Seats Daily Average for the Premises for the preceding calendar year in accordance with the provisions of paragraph (f) hereof, which Revenue Seats Daily Average for the Premises shall constitute the "Lessee's Basic Schedules" for the preceding calendar year and shall be referred to as such.

(c) As of January 1 of each succeeding calendar year (i) commencing with the third full calendar year after DBO in the event that the Lessee's Basic Schedules for the immediately preceding calendar year for the Airport are less than of the Lessee's Commencement Basic Schedules unless such loss occurred for reasons beyond the control of the Lessee or (ii) commencing with the fourth full calendar year after DBO in the event that because of reasons beyond the control of the Lessee, the Lessee's Basic Schedules for the immediately preceding two calendar years are less than) of the Lessee's Commencement Basic Schedules, then in either of such events and without limiting each and every other right the Port Authority has under this Agreement or otherwise, the Port Authority shall have the right, upon six (6) months' written notice to the Lessee, to require the Lessee and the Lessee hereby agrees to make available Accommodations (as hereinafter defined) at the Premises in accordance with the Airline Leasing Plan as directed by the Port Authority to Scheduled Aircraft Operators (together with Scheduled Commuter Aircraft Operators, collectively, the "Scheduled and Commuter Aircraft Operators"). The Lessee shall make such Accommodations available from time to time during the entire period commencing on the effective date set forth in the aforesaid notice and ending when the Lessee's Basic Schedule for a calendar year, determined in accordance with the foregoing shall have been or more of the Lessee's Commencement Basic Schedule (hereinafter called a "Period of Underutilization"). The term "Accommodations" as used in this Section shall mean aircraft ramp and gate position capacity and related Passenger Terminal Facilities including, but not limited to passenger ticketing, passenger check-in, baggage handling and flight information systems, passenger lounge and waiting areas and appropriate signage and public identification.

Such Accommodations may be accomplished by the Lessee by making available and providing non-exclusive use of gate positions and other related facilities to Scheduled Aircraft Operators pursuant to handling agreements between the Lessee and any such Scheduled Aircraft Operator (hereinafter called the "Handled Airline"). Each such handling agreement shall be subject to Section 43 and Section 62 of this Agreement, and without limiting the foregoing, the Lessee will at all times keep the Port Authority informed and advised and will consult with the Port Authority from time to time as to all aspects of its Accommodation of Scheduled Aircraft Operators hereunder.

(d) The Port Authority shall give thirty (30) days' prior notice of its intention to give the notice set forth above and it is expressly agreed that the Port Authority shall not exercise the aforesaid right with respect to any portion or portions of the Premises if and for which the Lessee has submitted to the Port Authority definite plans for the utilization of said portion or portions of the Premises by the Lessee provided the Lessee in fact commences such use of said portion or portions of the Premises within thirty (30) days after the submission of the said plans.

(e) The failure of the Port Authority to exercise its rights under this Section during any year in which it may have such a right, shall not affect, waive or limit its right to exercise said rights in any subsequent year.

(f) In the event the Port Authority decides to ascertain the Revenue Seats Daily Average for the Premises for the preceding calendar year, it shall do so as follows: based upon the "ABC International Airline Guide" (herein called the "Guide"), or in the event that the Guide shall not list the schedules of any Scheduled Aircraft Operator, then based upon the generally accepted United States aviation industry standard published airline schedule reference which shall include the published schedules of that Scheduled Aircraft Operator, the Port Authority shall ascertain the total number of revenue seats that were accommodated on the aircraft equipment scheduled to have been used by each Scheduled Aircraft Operator on its published aircraft arrivals at the Airport as set forth in the Guide during

two specified calendar weeks (Sunday through Saturday), the first of which weeks is the one during which the fifteenth (15th) day of February of the prior calendar year fell and the second being the one during which the fifteenth (15th) day of August of the said prior calendar year fell, and shall total the said number of revenue seats of all of the Civil Aircraft Operators which are hereinafter called the "Total Revenue Seats" for the Premises. In determining the Total Revenue Seats for the Premises, the Total Revenue Seats as defined above of those Handled Airlines, if any, of the Lessee who were Handled Airlines as during the period of such determination and sublessees of the Lessee at the Premises who were sublessees on the date of such determination, with respect to the aircraft of the Handled Airlines and aircraft of the sublessees operating at the Premises, shall be included. In making said determination, the Port Authority shall use the most recent configurations as shall be supplied by the Lessee with respect to the number of revenue seats that can be accommodated on the particular aircraft equipment scheduled to be used by each of the Civil Aircraft Operators at the Airport. The Total Revenue Seats for the Premises shall then be divided by 14, the resulting quotient being herein called the "Revenue Seats Daily Average for the Premises."

(g) In the event the ABC International Airline Guide shall no longer be published or shall not be available then the parties agree that the Port Authority shall have the right to use any other successor or similar publication or the actual aircraft arrivals at the Airport as determined by reports to the Port Authority and records of the Lessee and Scheduled Aircraft Operators, tower logs and other suitable records and information.

Section 54. Requesting Airlines at the Airport

(a) If a Scheduled Aircraft Operator (hereinafter called a "Requesting Airline") advises the Lessee that it would like to be accommodated by the Lessee at the Premises, the Lessee in furtherance of the public interest of having the Premises fully and most effectively utilized shall use its best efforts to accommodate the request of said Requesting Airline at the rates and charges from time to time set forth in the Airline Leasing Plan. If the Lessee fails to reach agreement with said

Requesting Airline for its accommodation, the Lessee shall advise the Port Authority to such effect. Thereafter, the Port Authority shall make a determination as to whether the Lessee should accommodate the Requesting Airline as requested but in no event at rates and charges less than those set forth in the Airline Leasing Plan and if so, whether there are any limitations on the nature, extent or duration of such accommodation. Determinations of the Port Authority shall not be arbitrary or capricious. Such determinations of the Port Authority would take into consideration the then existing utilization of the Premises and the necessity for the flights, schedules, flight times, operations, operating practices and aircraft equipment of the Requesting Airline to be compatible with the then existing operations at the Premises, as well as the need for labor harmony. The Lessee agrees to comply with such determinations of the Port Authority.

(b) Any arrangement between the Lessee and the Requesting Airline made in accordance with any of the foregoing provisions shall be in accordance with Section 43.

(c) The foregoing shall not be deemed to abrogate, change or affect any restrictions, limitations or prohibitions on assignment, subletting or use of the Premises by others under this Agreement and shall not in any manner affect, waive or change any of the provisions thereof.

Section 55. Ground Transportation Services

(a) The Lessee shall make available within the Premises at reasonable rental rates, such counter spaces and at such locations as may be determined by the Port Authority and the Lessee for use by limousine, bus, car rental, taxi and other ground transportation operators at the Airport, all of the foregoing being hereinafter called the "Ground Transportation Operators". The Lessee shall enter into an agreement only with Ground Transportation Operators designated or approved by the Port Authority, covering the occupancy of said counter space, which agreement may provide for the payment of a basic rental (but no other rental, charge or fee of any kind) to the Lessee for the counter space, provided that such basic rental shall

represent a fair and reasonable rental for the counter space. The Port Authority shall have the right to, in its agreement with any Ground Transportation Operator, impose obligations on the Ground Transportation Operator with respect to its operations at the counter space, including but not limited to the dissemination of information applicable to said service, and may charge such fees payable to the Port Authority as it may determine.

(b) (i) In lieu of the provisions of paragraph (a) of this Section obligating the Lessee to make available counter spaces and wall telephone installations with respect to limousine, bus and other Ground Transportation Operators at the Airport (but not including car rental operators as to which the provisions of paragraph (a) shall be and continue in full force and effect) the Lessee shall provide to the Port Authority or its contractor, without charge, such counter space at such location as may be specified by the Port Authority within the Premises as may reasonably be required for use as a consolidated ground transportation reservation and information counter (hereinafter called the "Consolidated Counter") to be operated by the Port Authority or its contractors.

(ii) The Lessee agrees to provide access to and from the public ways outside the Premises to the Port Authority, its employees and its contractors and the ground transportation patrons and other users of the Consolidated Counter; to permit use of such portions of the public pedestrian circulation areas of the Premises as may reasonably be required for the operation of the counter and the accommodation of the users thereof; and to permit the installation of such telephone and other communication lines, cables and conduits on and across the Premises as may be required for the operation of the Consolidated Counter. The Lessee acknowledges and agrees that the Consolidated Counter shall at all times be a part of the Premises under this Agreement and subject to all the terms and provisions thereof including, but not limited to indemnity, the payment of rentals, repair and maintenance (it being understood that this shall not be deemed to limit the liability of any independent contractor providing such service). The Lessee shall be responsible for the original construction of the Consolidated Counter in accordance with Section 18 and shall have the right to refurbish or replace the

Consolidated Counter from time to time subject to and in accordance with Section 19. The Lessee shall, at its sole cost and expense, supply all utilities necessary for the operation of the Consolidated Counter including but not limited to heat, light, ventilation, air conditioning and electricity on a twenty-four (24) hour, seven (7) day a week basis. The Lessee shall not be required to provide telephone service to the Consolidated Counter hereunder.

(iii) The Port Authority shall have the right at any time, without cause, on One Hundred Eighty (180) days' notice to the Lessee to terminate and discontinue the operation of the Consolidated Counter and from and after the effective date stated in said notice the operation of the Consolidated Counter shall terminate and cease and the provisions of this paragraph (b) shall be null, void and of no further force and effect and the provisions of paragraph (a) of this Section and the Lessee's obligations as set forth therein with respect to limousine, bus, car rental and other ground transportation operators shall be deemed reinstated and in full force and effect.

Section 56. Ground Transportation

(a) The Lessee and its sublessees and others using the Premises may arrange for the transportation to and from the Airport of employees and their baggage (and such employees and baggage only) either directly or by contract with a surface carrier or carriers (hereinafter called the "Employee Surface Carrier or Carriers") of its choice, provided, that such Employee Surface Carrier or Carriers are at all times Ground Carrier Permittees of the Port Authority as defined in paragraph (b) hereof and provided, further, that ten percent (10%) or such lesser percentage as may be set pursuant to paragraph (e) hereof of the gross receipts received from the ground transportation of employees and their baggage by the Employee Surface Carrier providing such service, or by the Lessee or its sublessees or others using the Premises, including all advertising and any other revenues of any type arising out of or in connection with said service (excluding only local, state and federal transportation taxes which are separately stated to and paid by

the passengers and are directly payable to the taxing authority by the Lessee or by the Employee Surface Carrier) shall be paid to the Port Authority. No fee shall be paid by the Lessee, its sublessees or other users of the Premises to the Port Authority in connection with the ground transportation of employees and their baggage if the Lessee or a sublessee or other user of the Premises operates the service itself and if the Lessee, its sublessees or other users of the Premises makes no charge to its or their respective employees therefor.

(b) The Port Authority shall endeavor to issue permits to at least twelve (12) qualified surface carriers (herein called the "Ground Carrier Permittees") which permits shall grant to said Ground Carrier Permittees the privilege of providing a service for the transportation to and from the Airport of employees and their baggage of all Aircraft Operators at the Airport. Each permit shall provide that the Port Authority shall have the right at any time to revoke the permit granted to any Ground Carrier Permittee with or without cause and regardless of whether any such Ground Carrier Permittee is an Employee Surface Carrier of the Lessee, its sublessees or others using the Premises and regardless of any agreement between the Lessee, its sublessees or others using the Premises and such Employee Surface Carrier. Without limiting the foregoing right, if the Ground Carrier Permittee selected by the Lessee shall at any time fail to pay the Port Authority ten percent (10%) or such other percentage of its gross receipts as established pursuant to paragraph (e) hereof as required under the permit, the Port Authority shall have the right in addition to all other rights and remedies, to deny such Ground Carrier Permittee entrance upon the Airport for the purpose of transporting employees and their baggage as aforesaid to and from the Airport and the Lessee shall no longer use the same. In the event that there should at any time during the Term be less than twelve (12) Ground Carrier Permittees in operation at the Airport the Lessee shall have the right to engage an Employee Surface Carrier of its choice to provide the service set forth in paragraph (a) hereof, subject, however, to the prior and continuing approval of the Port Authority, and provided that such Employee Surface Carrier agrees to become a permittee of the Port Authority and to pay a percentage of its gross receipts to the Port Authority in

accordance with paragraphs (a) and (e) hereof and only for so long as such permittee observes and complies with the terms of its permit, it being understood that said Employee Surface Carrier may be restricted to serving the Lessee at the Airport. At such time thereafter as there is in operation at the Airport at least twelve (12) Ground Carrier Permittees, the permit with the said Employee Surface Carrier may be revoked by the Port Authority and the Lessee shall thereupon select an Employee Surface Carrier from the Ground Carrier Permittees of the Port Authority. Nothing contained hereunder shall be deemed to preclude the Port Authority from issuing from time to time during the Term permits to more than twelve (12) Ground Carrier Permittees. The permits with the Ground Carrier Permittees may contain privileges other than those set forth in this paragraph (b), including but not limited to the privilege to transport passengers and baggage of Aircraft Operators. All permits shall contain such terms or provisions as the Port Authority may deem from time to time necessary or desirable.

(c) The Port Authority hereby states its intention to attempt to incorporate, into all existing leases and into all new leases with all Scheduled Aircraft Operators covering Passenger Terminal Facilities within the Central Terminal Area, provisions having the same effect as the provisions of paragraphs (a) and (b) of this Section. The provisions of this Section shall be applicable as well to Aircraft Operators who may be occupying space within the Central Terminal Area pursuant to a sublease, subuse or handling agreement with any Unit Terminal Lessee or with the Lessee hereunder or with any sublessee thereof (the foregoing not to waive the requirement for Port Authority consent).

(d) The Lessee and its sublessees may arrange for the transportation to and from the Airport of passengers, and their baggage (and such passengers and their baggage only) either directly or by contract with a surface carrier or carriers (hereinafter called "Passenger Surface Carrier or Carriers") of its choice, subject, however, to the prior and continuing approval of the Port Authority and provided, that such Passenger Surface Carrier or Carriers agree to become permittees of the Port Authority and provided, further, that ten percent (10%) or

such lesser percentage as may be set pursuant to paragraph (e) hereof of the gross receipts received from the ground transportation of passengers and their baggage by the Passenger Surface Carrier providing such service or by the Lessee and its sublessees, including all advertising and any other revenues of any type arising out of or in connection with said service (excluding only local, state and federal transportation taxes which are separately stated to and paid by and are directly payable to the taxing authority by the Lessee and its sublessees or by the Passenger Surface Carrier) shall be paid to the Port Authority. If the Passenger Surface Carrier designated by the Lessee or any of its sublessees shall at any time fail to pay to the Port Authority ten percent (10%) or such lesser percentage as may be set pursuant to paragraph (e) hereof of its gross receipts as aforesaid when billed therefor by the Port Authority, the Port Authority shall have the right to deny such carrier entrance upon the Airport for the purpose of transporting passengers and their baggage as aforesaid to and from the Airport and the Lessee and its sublessees shall no longer use the same.

(e) It is recognized that the Port Authority has established a five percent fee with respect to the service covered by paragraphs (a) and (d) hereof in lieu of the ten percent (10%) fee therein stated. It is hereby specifically understood and agreed that the fact that said fee is presently five percent (5%) shall not constitute a waiver by the Port Authority of its right to impose a percentage fee of ten percent as provided in paragraphs (a) and (d). It is hereby specifically agreed that the Port Authority shall have the right at any time and from time to time during the Term to revise the percentage fee it shall charge the Employee Surface Carriers; other permittees and the Lessee as provided in paragraphs (a) and (d) hereof but in no event shall said fee be greater than ten percent (10%). The Port Authority shall notify the Lessee of any such revision.

(f) The right of the Lessee to arrange transportation to and from the Airport of airline passengers as hereinabove provided shall not be construed as being applicable to any establishment or operation by the Lessee and its sublessees of facilities outside the Airport for the handling of airline

passengers of the Lessee or of any of the sublessees arriving at or departing from the Airport.

(g) As used in this Section, reference to passengers, baggage, freight or other cargo of Sublessees shall be construed to mean persons, baggage, freight or cargo transported or to be transported on aircraft of any of the Sublessees.

(h) The Ground Carrier Permittee of the Lessee's choice, its Passengers Surface Carrier or any other contractor used by it or anySublessee shall not solicit business on the public areas of the Airport and the Lessee shall prohibit any such activity on the Premises or on any other area at the Airport occupied by the Lessee or any of the sublessees. The use, at any time, either on the Premises or elsewhere on the Airport of hand or standard megaphones, loudspeakers or any electric, electronic or other amplifying devices is hereby expressly prohibited and any advertising or signs shall be subject to continuing Port Authority approval.

(i) Effective as of January 1, 1972, the provisions of this Section 76 superseded the provisions of Section 4.11 of Title IV of the General Airport Agreement, as defined elsewhere in this Agreement and from and after said date said provisions of said Section 4.11 of Title IV were no longer of any force or effect.

Section 57. Ground Transportation Within the Central Terminal Area

(a) The Port Authority has established at the Airport a Central Terminal Area generally as described in Exhibit 57.1, attached hereto and hereby made a part hereof (the "Central Terminal Area" or the "CTA"). If at any time and from time to time during the term, the Port Authority substantially revises the Central Terminal Area, it shall thereafter forward to the Lessee a revised Exhibit showing the revised Central Terminal Area which revised Exhibit shall replace Exhibit 57.1 and shall become a part of this Agreement.

(b) (i) The Lessee hereby agrees that it will not directly, indirectly or by arrangement with any independent third party, operate any surface vehicles for the transportation of airline passengers including without limitation passengers of its sublessees to or from the Premises and the various other Passenger Terminal Facilities or other locations within the Central Terminal Area. The prohibition hereinabove set forth shall be in effect only during such periods as there is in operation at the Airport a CTA Ground Transportation Service as hereinafter defined to be provided by an independent third party contractor. The "CTA Ground Transportation Service" shall consist of the following: a ground transportation service for the transportation of airline passengers and other persons between the various passenger terminal facilities, including the Premises, within the Central Terminal Area including the service of transporting a group of passengers where the Aircraft Operator must accommodate the group as a whole (hereinafter called the "CTA Omnibus Service") and a Ground Transportation Service for the transportation of passengers of Aircraft Operators within the Central Terminal Area, but only when a passenger is disabled, the passenger must take a direct connection and where time is critical, and in the very limited instance where an Aircraft Operator must accommodate a particular passenger, the foregoing service being hereinafter called the "CTA Supplementary Service". It is understood furthermore that, notwithstanding the prohibition hereinabove set forth in this paragraph (b), the Lessee may directly, indirectly or by arrangement with an independent third party, operate surface vehicles for the transportation of passengers of its Airline Sublessees to or from the Premises and any other passenger terminal facility, if any, located outside the Central Terminal Area, provided, that the Lessee has the prior and continuing approval of the Port Authority to operate such passenger terminal facility outside the Central Terminal Area, that the aforesaid service shall not serve any passenger terminal facility or location within the Central Terminal Area other than the Premises and that if the Lessee utilizes a third party to provide the service, said third party shall be subject to the prior and continuing approval of the Port Authority, shall agree to become a permittee of the Port Authority and shall pay the percentage of its gross receipts to the Port Authority with respect to said service as specified in

said permit and shall comply with all the terms and conditions of its permit.

(ii) Nothing contained in this paragraph (b) or paragraph (c) hereof shall impose or be construed as imposing an obligation on the Port Authority to operate or cause to be operated the CTA Ground Transportation Service for the transportation of passengers and other persons between the various passenger terminal facilities, including the Premises, within the Central Terminal Area.

(c) (i) (1) It is hereby agreed that it is in the best interests of the Port Authority and all Participants as hereinafter defined that the CTA Omnibus Service be a good, proper and efficient service, able to adequately, timely and properly handle the ground transportation needs of airline passengers and other persons between the various passenger terminal facilities including the Premises within the Central Terminal Area. The parties recognize furthermore that the CTA Supplementary Service should be a service that would transport those persons authorized to be carried thereon in an adequate, proper and timely manner so as to meet their flight connections.

(2) The Port Authority agrees that it shall meet and consult from time to time with the Participants with respect to the procedures, schedules, fares, prices and operations of the CTA Omnibus Service and shall, except in case of emergency, give the Participants prior written notice of any substantive changes with respect thereto. Notwithstanding the foregoing, it is hereby understood and agreed that the procedures, schedules, fares, prices, operations and other matters affecting the CTA Omnibus Service shall be determined by the Port Authority.

(3) The Port Authority agrees that it shall meet and consult from time to time with the Participants with respect to the procedures, schedules, fares, prices and operations of the CTA Supplementary Service. Before adopting any initial procedures or schedules covering the operation of the CTA Supplementary Service and before putting into effect any modifications to any procedures or schedules then in effect with

respect to the CTA Supplementary Service, except in case of emergency, the Port Authority shall submit the initial or the changed procedures and schedules (hereinafter called the "Submissions") to the Participants for their approval. If Participants representing more than fifty percent (50%) of the effective published passenger flight schedules to and from the Airport of all Participants for the calendar year prior to the year in which the submissions are made to the Participants for their approval, approve the same, the Submissions shall be deemed to be approved for all purposes hereunder and said approval shall be deemed binding as well upon all other Aircraft Operators who may use or pay for the CTA Supplementary Service, notwithstanding the fact that said Submissions had not been submitted to them for their approval. Notwithstanding anything herein provided and without limiting the provisions of paragraph (b) hereof, it is hereby understood and agreed that the Port Authority shall have no obligation hereunder to itself operate the CTA Ground Transportation Service nor any obligation to operate said service through an independent contractor unless and until the Submissions with respect to the CTA Supplementary Service submitted as aforesaid to the Participants have been approved by the Participants in accordance with the foregoing provisions. The failure of any Participant to disapprove the Submission within twenty (20) days after its submission to it for approval shall constitute such Participant's approval hereunder to said Submissions.

(4) It is hereby understood and agreed that the amount to be charged for the CTA Supplementary Service shall consist of an initial price and, if the Port Authority so elects from time to time during the term of this Agreement, an excess price. The initial price shall be based upon the cost of the CTA Supplementary Service. The Lessee, unless the Port Authority shall elect to charge the Airline Sublessees directly therefor, shall pay to the Port Authority as and representing the initial price its pro rata share of the cost to the Port Authority of providing the CTA Supplementary Service. The Lessee's or the Airline Sublessees' pro rata share of the cost to the Port Authority of providing the CTA Supplementary Service shall be that proportion of said cost as the number of passengers of the Airline Sublessees in the aggregate or individually as the case

may be who actually used the CTA Supplementary Service bears to the total number of passengers using the CTA Supplementary Service. Except as provided in subparagraph (5) (D) hereof, there will be no charge to the Lessee or the Airline Sublessees as the case may be of either an initial price or an excess price if the Airline Sublessees do not have any passengers using the CTA Supplementary Service.

(5) (A) The initial price payable to the Port Authority pursuant to subparagraph (4) hereof is for each calendar year, but in the event the term of this Agreement expires or the provisions covering the CTA Ground Transportation Services are terminated on a day other than the last day of a calendar year, then in any such event the initial price payable to the Port Authority pursuant to subparagraph (4) hereof shall, for the year during which such event occurs, be for such portion of said year during which the Port Authority provides the CTA Supplementary Service. In determining the initial price, the cost of the CTA Supplementary Service shall be computed, determined and ascertained for each calendar year (or portion thereof upon the occurrence of any of the events mentioned in the first sentence hereof) of the Term.

(B) Notwithstanding the foregoing and for current monthly or other periodical billing purposes as may from time to time be selected by the Port Authority, the Port Authority shall establish interim billing rates to cover the initial price for the CTA Supplementary Service. Such billing rates shall be based on determinations by the Port Authority of its estimate of the cost of the CTA Supplementary Service for the calendar year and the number of passengers to be using the CTA Supplementary Service for said calendar year. Such determinations shall be based upon the prior calendar year's experience, if any, and upon such other reasonable basis as the Port Authority may determine. The Port Authority may prospectively revise its billing rates during any calendar year. On the 20th day of each calendar month, the Lessee, unless the Port Authority shall elect to charge the Airline Sublessees directly therefor, shall pay to the Port Authority the amount due as the initial price for the preceding calendar month, which shall be determined by multiplying the interim billing rate per

passenger for the initial price established by the Port Authority as aforesaid by the number of passengers of the Airline Sublessees in the aggregate or individually as the case may be carried on the CTA Supplementary Service for the previous calendar month.

(C) As soon as practicable after the expiration of each calendar year, the Port Authority shall determine the cost of the CTA Supplementary Service and the initial price payable therefore. Corrected billings based upon such determination shall thereupon be rendered by the Port Authority and if any monies are due to the Port Authority they shall be promptly paid by the Lessee and if any monies are due to the Lessee they shall be promptly credited to it.

(D) In the event and only in the event that the CTA Supplementary Service for all or any portion of a calendar year has been provided by the Port Authority but there has been no use thereof by any of the Participants, then the initial price and the excess price shall be payable by all Participants and each Participant's share shall be based on the number of passengers on its outbound and inbound aircraft of the sublessees at the Airport compared to the total number of passengers on all inbound and outbound aircraft using the Airport of all Participants. The Port Authority agrees that, if as of the commencement of any calendar year there appears to be no use by the Participants of the CTA Supplementary Service, it will use all reasonable efforts to limit its payments to the Contractor for the CTA Supplementary Service for such period where there appears to be no use.

(6)(A) The Port Authority shall have full discretion in awarding a contract for the CTA Ground Transportation Service and may award the same to a Contractor who has not proposed the lowest price for the CTA Supplementary Service or the CTA Omnibus Service. As stated in subparagraph (iv) hereof the Port Authority shall have the right to charge the Lessee, in addition to the initial price for the CTA Supplementary Service, an additional amount herein called the "excess price", which amount shall be applied to offset any deficit in the CTA Omnibus Service.

(B) The amount representing the excess price shall be an amount payable only by the Lessee if it or the sublessees use the CTA Supplementary Service and shall be an amount fixed for each passenger using the CTA Supplementary Service. The Port Authority shall advise the Participants prior to the beginning of each calendar year of the amount per passenger which shall constitute the excess price for said calendar year. On the 20th day of the calendar month following the month upon which the Commencement Date hereunder falls and on the 20th day of each and every calendar month thereafter the Lessee shall pay to the Port Authority the amount due as the excess price for the preceding calendar month, which shall be determined by multiplying the amount per passenger for the excess price established by the Port Authority as aforesaid by the number of passengers of sublessees carried on the CTA Supplementary Service for the previous calendar month. As soon as practicable after the expiration of each calendar year, the Port Authority shall determine the cost of the CTA Omnibus Service for said calendar year. If there is no deficit or if the deficit is less than the amount received by the Port Authority from users of the CTA Omnibus Service, then the total amount of the excess price if there is no deficit or the amount of the excess price which is over and above any deficit on the CTA Omnibus Service shall be refunded or credited to the Participants based on the portion of each Participant's payments of the excess price for said calendar year as compared to the total amount received as the excess price from all Participants. In determining whether or not there is a deficit or in determining the amount of the deficit, revenues from the CTA Omnibus Service shall be deemed to be 87.5% of the cost of the CTA Omnibus Service whether or not the revenues actually received add up to 87.5%, but if said revenues exceed 87.5% of the cost, the actual amount of revenues received shall be used.

(7)(i) The Port Authority shall determine for each calendar year (or portion thereof, where applicable) the cost to the Port Authority of providing the CTA Omnibus Service and the cost to the Port Authority of providing the CTA Supplementary Service. Each such cost shall be determined in accordance with the Port Authority's normal accounting practice

and shall consist of those of the following items, which are applicable to each such service:

(A) All payments made by the Port Authority to the independent contractor for providing the CTA Supplementary Service or the CTA Omnibus Service, as the case may be (it being understood that the Port Authority shall not impose any percentage charge or fee on the Contractor for such services);

(B) On-the-job payroll costs of Port Authority employees to the extent working in any aspect of the CTA Supplementary Service or the CTA Omnibus Service, as the case may be, including but not limited to contributions to any retirement system or the cost of participation in any pension plans or the like, social security, old age, survivors, disability and employment insurance and other insurance costs, sick leave pay, holiday, vacation, authorized absence and severance pay, other employee fringe benefits and any other payments made or costs incurred whether pursuant to Law or by Port Authority policy to or with respect to said employees;

(C) The cost (including rental charges) to the Port Authority of providing space, equipment, materials, facilities or services to or in connection with the CTA Omnibus Service or the CTA Supplementary Service, as the case may be;

(D) Payments or premiums (or to the extent of self-insurance an amount equivalent to what the premiums would have been) for insurance with respect to the CTA Omnibus Service or the CTA Supplementary Service, as the case may be, including without limitation thereto, fire and extended coverage, workmen's compensation and comprehensive general liability;

(E) Other direct costs as charged under the Port Authority's normal accounting practice;

(F) With respect to the CTA Omnibus Service, ten percent (10%) of the amounts paid to the contractor providing said service under item (A) hereof and with respect to the CTA Supplementary Service, twenty percent (20%) of the amount paid to the contractor providing said service under item (A) hereof.

In the event that any specific cost incurred or any specific amount expended for any of the items hereinabove set forth covers both the CTA Omnibus Service and the CTA Supplementary Service, then the Port Authority shall divide and allocate any such cost or amount as between the CTA Omnibus Service and the CTA Supplementary Service in accordance with its normal accounting principles.

(ii) If at any time during the Term the Port Authority receives a written notice from at least two Participants (as hereinafter defined) representing more than thirty percent (30%) of the effective published passenger flight schedules to and from the Airport of all Participants for the calendar year prior to the year during which the notice is given, which notice shall be either (1) to the effect that the service being provided by the Contractor furnishing the CTA Ground Transportation Service does not satisfy the standards set forth in item (1) of subparagraph (i) hereof and specifying whether it is the CTA Omnibus Service or the CTA Supplementary Service, or both, which is at fault, and further specifying the nature and extent of the failure or (2) to the effect that the Participants serving the notice are dissatisfied for any reason with the service, the Port Authority shall endeavor in the case of item (1) above to rectify the conditions complained of either by the existing Contractor doing so or by engaging a new Contractor to provide the CTA Ground Transportation Service or by a combination of both.

(iii) If the Port Authority receives, by a date no earlier than one hundred twenty (120) days and no later than one hundred eighty (180) days after its receipt of either notice covered by subparagraph (ii) hereof, a written notice during the period described above from at least two Participants representing more than fifty percent (50%) of the effective

published passenger flight schedules to and from the Airport of all the Participants for the year prior to the year during which the notice is given, which notice is to the effect that the Participants sending the notice continue to be dissatisfied with the CTA Ground Transportation Service whether provided by the old contractor, or if said Contractor has been replaced, by the new contractor, then the Port Authority agrees that, effective no later than sixty (60) days after its receipt of said notice (said date to be established by written notice to the Participants) the provisions of this Section covering the CTA Ground Transportation Service shall be terminated and shall no longer be in effect and from and after said date, the Lessee shall have the right directly or by arrangement with an independent third party to operate surface vehicles for the transportation of passengers of its Airline Sublessees to and from the Premises and the various other passenger terminal facilities or other locations within the Central Terminal Area, provided, however, that the same shall be used exclusively for the transportation of the disabled passengers of its sublessees, passengers who must make a direct connection and where time is critical, in the very limited instances where any of said sublessees must accommodate particular passengers, and for the transportation of passengers traveling as a group where any of said sublessees must accommodate the group as a whole, it being understood that the foregoing limitation on the right of the Lessee shall be in effect only during such periods as there is in operation at the Airport a CTA Omnibus Service as defined in paragraph (b) hereof (the Port Authority having no obligation so to do), excluding the transportation of passengers traveling as a group, and provided, however, that if the Lessee utilizes a third party to provide said service, that said third party shall be subject to the prior and continuing approval of the Port Authority, shall agree to become a permittee of the Port Authority and shall pay the percentage of its gross receipts to the Port Authority with respect to its service as specified in said permit and shall comply with all the terms and conditions of its permit.

(d) (i) (1) The Port Authority hereby states its intention to attempt to incorporate into all new leases and into all existing leases which may not already include the same with all Persons covering passenger terminal facilities within the

Central Terminal Area provisions having the same effect as the provisions of this Section. The term the "Participants" shall mean all Persons (including, for purposes hereof, the Lessee) who have executed leases with the Port Authority covering passenger terminal facilities within the Central Terminal Area containing provisions having the same effect as the provisions of this Section.

(ii) All Aircraft Operators who may be occupying space within the Central Terminal Area pursuant to a sublease, subuse or handling agreement with any Participant (including the Lessee hereunder) or shall be obligated to comply with all obligations of this Section which are applicable to the Participants, but said Aircraft Operators shall not be or be deemed to be Participants within the meaning of subparagraph (i) of this paragraph (d), but their activities, operations and payments hereunder shall be deemed to be those of the Participants whose space they are using.

(e) This Agreement by the Lessee under paragraph (b) hereof as well as the agreement by the Lessee under paragraph (c)(iii) hereof, in the event the provisions covering the CTA Ground Transportation Service are terminated and are no longer in effect, are of the essence of this Section and the Lessee agrees that the Port Authority shall be entitled to a decree against the Lessee requiring the specific performance thereof in any court of equity having jurisdiction. The aforesaid remedy shall not constitute the exclusive or sole remedy which may be available to the Port Authority hereunder in the event the Lessee breaches its agreement.

Section 58. Future Airport Transportation Facilities and Operations and Use of Portions of the Premises

(a) The Lessee understands that the Port Authority at present is planning to construct certain ground transportation facilities at the Airport including, but not limited to, a light rail passenger distribution system ("LRS"). It is presently contemplated that the LRS will include a rail transportation system circulating around the CTA, generally aligned along the roadway frontage of the passenger terminal buildings and with stations to serve the passenger terminal buildings in the CTA at

various locations. At the discretion of the Port Authority, stations may be located to serve one or more passenger terminal buildings in the CTA, Airport parking areas, Airport rent-a-car facilities, other areas of the Airport and off Airport transit systems. Pedestrian access between the LRS stations and the passenger terminal buildings will be provided as part of the LRS. Vertical circulation areas, if needed, including stairs, escalators, ramps and elevators at the passenger terminal building on the Premises will be the responsibility of the Lessee and shall be appropriate to the operation of the LRS. The Port Authority expects to commence planning and design for the LRS and upon completion of such planning and design, to implement the construction of the LRS and after the completion of such construction, to maintain and operate the LRS for the accommodation and transportation of persons desiring to use the same, and their baggage. The Lessee acknowledges and agrees that the LRS will be a benefit and enhancement to the Airport and to the Lessee's operations thereon.

(b) (i) The Port Authority agrees that, if an LRS is constructed, it will construct and operate a passenger station or stations (including pedestrian access between it and the passenger terminal building, collectively, the "LRS Station") on the Premises. The Lessee consents to such construction and operation and agrees to permit the Port Authority the use of such portion or portions of the Premises for and in connection with the construction, maintenance and operation of the LRS as have been set forth on Exhibit 2.5 (Pages 1 through 7) hereto. Without limiting the foregoing, the Lessee shall comply with the provisions of Section 18(a)(xiv) and Section 18(a)(xv) with respect to the design and construction of facilities for the LRS and the installation of the LRS on the Premises, such design and Construction Work as defined in Section 18 being the "LRS Right-of-Way".

(ii) Upon completion of the portion of the Premises comprising the LRS Right-of-Way, the Port Authority shall have the sole right to use and occupy the same for the purpose of constructing, installing, operating and maintaining the LRS and shall have the right, at any and all times, to enter upon any portion of the Premises for any purpose in connection

therewith, including the performance of maintenance, repairs, additional construction, aiding or assisting passengers or otherwise for the purpose of doing anything necessary or convenient for the operation of the LRS. The Lessee shall have no responsibility for the operation or maintenance of the LRS including but not limited to the LRS Station (other than the vertical circulation areas associated therewith), the utilities servicing the LRS and the supporting structure beneath the LRS as further set forth in Exhibit 58.1. Furthermore, the Lessee shall have no obligation to indemnify or hold harmless the Port Authority with respect to claims and demands, just or unjust, of third persons arising without negligence or affirmative misconduct on the part of the Lessee from or in connection with the operation and maintenance of the LRS.

(iii) In connection with the activities described in this Section, the Lessee agrees to cooperate with the Port Authority and the Port Authority agrees to minimize interference with the Lessee's construction activities and its ongoing operation of the Premises.

(c) The Lessee understands that the Port Authority considers the construction, operation and maintenance of the LRS of the utmost importance to the efficient operation of the Airport and to the fulfillment of the Port Authority's governmental function to provide, maintain, develop and operate the Airport; that the efficient use and operation of the LRS will require that the Lessee in the operation and use of its Passenger Terminal Facilities hereunder utilize and cooperate in the operation of the LRS to the end that the LRS shall be utilized to the fullest extent possible so that its advantages and efficiencies can be fully realized; and that the Port Authority does not by this Agreement intend to enter into any agreement, understanding or commitment which will interfere with, limit, restrict, hinder or prevent in any way the development, construction, maintenance, operation or efficient use of the LRS.

(d) The Lessee also understands and acknowledges that the Port Authority's cost of planning, design, construction, maintenance and operation of the LRS will be accorded the same cost recovery treatment as the similar elements of the Air

Terminal Highway System are accorded in the General Airport Agreement for calculation of the flight fees under the General Airport Agreement and the same cost recovery treatment as the Air Terminal Highway System is accorded for the calculation of other fees and charges under other existing agreements and policies at the Airport, and under any agreements or policies which may be entered into or implemented in the future including agreements or policies to replace such existing agreement(s) or the General Airport Agreement.

(e) Without limiting any other provisions of this Section, the Lessee understands and agrees that changes and modifications to the provisions of this Agreement with respect to ingress and egress, ground transportation within the Central Terminal Area and related terminal and roadway frontage management may be required or appropriate to conform such provisions to the operation of the LRS and the Lessee agrees upon the presentation to it of a form of supplemental agreement to this Agreement which sets forth such modifications (but only such modifications required or appropriate to effectuate the implementation of the LRS as contemplated by this Section) it will execute and return the same to the Port Authority. The Port Authority and the Lessee agree that each will consult with the other, from time to time, and will provide information to the other, from time to time, with respect to the study, planning, design, construction, maintenance and operation of the LRS and its interconnection with the passenger terminal facilities.

Section 59. Restrictions on Use of Passenger Terminal Frontage Roadways–Use of Airport Taxi Dispatchers and Roadway Frontage Management

(a) The Lessee understands that the Port Authority presently has in effect and has planned various physical improvements and policies concerning and affecting the use of vehicular roadways in the CTA) for the limitation and control of traffic thereon including the limitation and control of vehicular traffic on the Premises and vehicular traffic moving between the Air Terminal Highways, as designated from time to time by the Port Authority in the CTA of the Airport, and the vehicular roadways on the Premises connecting to the said Air Terminal

Highways. These improvements and policies, both in existence and planned, generally include the following:

(i) Restrictions on the use of roadways in the CTA as set forth in Section 56 and Section 57 of this Agreement.

(ii) The use of Airport Taxi Dispatching Services (as generally set forth in paragraph (b) hereof) where the Port Authority, either itself or through its contractor, utilizes at passenger terminals under the control of the Port Authority and makes available to passenger terminals at the Airport operated by others, the services of Taxi Dispatchers to assist in the expeditious and orderly flow of taxicabs to and from passenger terminals at the Airport.

(iii) The use of a central taxi holding and dispatching system for the Airport in conjunction with the use of Taxi Dispatchers at the passenger terminals at the Airport.

(iv) The designation of specified portions of the vehicular roadways on the Premises for limited use exclusively by certain types of ground transportation vehicles and/or certain types of ground transportation carriers for the loading and unloading of passengers and their baggage.

(b) The Lessee agrees to restrict from the Premises during the time period or time periods, as may be specified by the Port Authority from time to time (each such period being herein referred to as a "Taxi Dispatcher Period" or "TDP"), all taxicabs except those taxicabs which are discharging passengers at the Premises and those taxicabs which are requested by a Taxi Dispatcher stationed on the Premises and dispatched through the airport central taxi holding and dispatching facility (herein called the "Airport Central Taxi Stack") to the Premises. Further, during any TDP the Lessee agrees to take and accept from the Port Authority, and permit the stationing at an appropriate location or locations on the Premises, of a Taxi Dispatcher or Taxi Dispatchers and the establishment of a taxicab waiting line on the Premises of such number of vehicles as shall be specified by the Port Authority from time to time. A Taxi Dispatcher or Taxi Dispatchers when located on the Premises shall provide the

sole and exclusive dispatch of taxicabs to air passengers and others desiring the use of a taxicab from the Premises and shall perform such other duties and functions in connection therewith as may be specified by the Port Authority from time to time. The Lessee agrees to permit the installation on the Premises by the Port Authority, at no expense to the Lessee, or at the Lessee's option the installation by the Lessee, at the Lessee's expense (payable as a Permitted O&M Expense), of such fixtures, equipment and improvements including, but not limited to, a taxi dispatcher shelter, telephone, radio transceiver and transponder receiving device as may be necessary or reasonably desired by the Port Authority in connection with the activities and operations of the Taxi Dispatchers. The Lessee understands and agrees that all expenses of the Port Authority associated with the implementation and operation of the Taxi Dispatchers on the Airport including, but not limited to, the Taxi Dispatchers on the Premises and the construction, maintenance and operation of the Airport Central Taxi Stack shall be included in and payable through the aircraft flight fees at the Airport and will be accorded the same cost recovery treatment as the Air Terminal Highway System is accorded for such purposes under the General Airport Agreement and the calculation of other fees and charges under other existing agreements and policies at the Airport, and under any agreements which may be entered into and any policies which may be implemented, in the future, including agreements and policies to replace such existing agreements and policies or the General Airport Agreement.

(c) In connection with and furtherance of the Port Authority's policies concerning ground transportation on the Airport, the operation of the Consolidated Counter as set forth in Section 55, the operation of Taxi Dispatchers and the Airport Central Taxi Stack as set forth in this Section and the provisions governing CTA Ground Transportation as set forth in Section 57, the Lessee hereby agrees that, from time to time, the Port Authority may request that the Lessee, and upon such request the Lessee shall, giving appropriate weight to the importance of high occupancy vehicles in promoting efficient passenger access to the Airport, designate and specify areas of roadways and curbs located on the Premises, for the purpose of segregated and exclusive use by separate categories of vehicles, including but

not limited to buses, taxicabs, private automobiles and other vehicles, and use by separate categories of ground transportation carriers (including but not limited to Port Authority permittees), as may be designated by the Port Authority, from time to time, for the purpose of loading and unloading passengers and their baggage. The Lessee shall prohibit the operation of all other types of vehicular traffic on the roadways on the Premises used for the loading and unloading of passengers and their baggage and shall prohibit parking or stopping except in the areas designated as aforesaid. Designated areas shall be clearly indicated by the Lessee by such reasonable and appropriate signing and marking on the Premises as shall be directed or approved from time to time by the Port Authority. The Lessee shall permit the installation on the Premises by the Port Authority at no expense to the Lessee of such fixtures, equipment and improvements, including, but not limited to, transponder receiving devices and other vehicular tracking and monitoring devices; and the Lessee shall, through the use of appropriate and sufficient means including, but not limited to, removing unauthorized parked vehicles from the Premises, security guards and other personnel stationed on the Premises in the area of the said roadways, require that the limitations and restrictions established hereunder by the Port Authority on the use of the said roadways are complied with and enforced on a 24-hour basis, during any TDP and at other times as may be directed by the Port Authority.

(d) The Lessee understands that the Port Authority presently has a contract with a firm providing Frontage Management services for the purpose of monitoring and controlling the usage of passenger terminal frontage roadways in the CTA in accordance with the principles set forth in this Section, and that the Port Authority has made the services of this contractor available to the lessees of passenger terminals in the CTA at the Airport. The Lessee understands that the proper limitation and control of traffic on passenger terminal frontage roads has an impact on the proper and efficient operation of the Air Terminal Highway System of the Airport and the Lessee agrees, for so long as the same is made available by the Port Authority, to either accept from the Port Authority or from the Port Authority contractor providing such service from time to time and to pay

for the frontage management services at the rate and in a manner which shall be applicable uniformly throughout the Airport or to provide substantially similar services itself.

(e) The Lessee understands that the Port Authority considers the provisions of this Section and the use of the Lessee's passenger terminal roadway areas of the utmost importance to the efficient operation of the Air Terminal Highway System on the Airport and to the fulfillment of the Port Authority's governmental function to provide, maintain, develop, and operate the Airport; that the efficient use and operation of the Air Terminal Highway System requires that the Lessee, in the operation and use of the passenger Terminal Facility shall utilize and cooperate fully in all respects in the operation and implementation of the provisions of this Section to the end that the Air Terminal Highway System, including ingress thereto and egress therefrom, will operate in the most efficient manner; and that the Port Authority does not by this Agreement intend to enter into any agreement, understanding, or commitment which will interfere with, limit, restrict, hinder or prevent in any way, the efficient development, implementation and operation of the Air Terminal Highway System and the rights and discretion of the Port Authority with respect thereto.

Section 60. Access to Records; Audit Rights

(a) (i) The Lessee shall itself and shall require:

(1) Each of its Affiliates other than the Direct or Indirect Owners of Lehman JFK LLC, including without limitation, each of its Direct or Indirect Owners other than the Direct or Indirect Owners of Lehman JFK LLC and each Airline Sublessee, Retail Sublessee and Handling Permittee; and

(2) Each contractor, subcontractor or other Person furnishing services or materials to the Lessee in excess of $25,000 in the aggregate with respect to each such contractor subcontractor or other Person during any Annual Period, the cost of which is includible as Permitted O&M Expenses or Project Costs except for the General Contractor and its subcontractors, the Program Manager and the Project Engineer; (the General

Contractor, the Program Manager and the Project Engineer being subject to Section 18(q) of this Agreement.

(each of the foregoing a "Recordkeeping Person"), to maintain in accordance with accepted accounting practice, books and records (the "Records"), of all transactions of the Recordkeeping Person at, through, or in any way connected with Project Operations, including, without limitation, with respect to the Construction Work but not including with respect to distributions of Lessee Unrestricted Funds. The Records shall include all books and records required to permit the Recordkeeping Person to make all certifications to the Port Authority required under this Agreement.

(ii) Without limiting the generality of any other requirement of this Section, the Records shall show:

(1) The basis for each and every statement (where such statement is based upon such Records whether such statement is expressed on paper or in electronic format) required to be furnished in connection with this Agreement by the Recordkeeping Person, together with all supporting materials, electronic or otherwise;

(2) All revenues of whatever kind or nature received or receivable by the Recordkeeping Person from its operations in connection with Project Operations;

(3) Time cards and records of all expenditures with respect to (x) the Project Costs and the Construction Work and (y) Permitted Operations and Maintenance Expenses; and

(4) Such other information as the Port Authority may reasonably request from time to time.

(iii) The Lessee shall include in any sublease, contract, permit or other agreement with any Recordkeeping Person a provision regarding such Recordkeeping Person to:

"Maintain in accordance with accepted accounting practice, books and records (the "Records"), of all transactions

of [Insert Name of Sublessee, contractor or permittee] (a "Recordkeeping Person") at, through, or in any way connected with John F. Kennedy International Airport for [Insert periods required under paragraph (b) below] and permit the examination and audit of the same by Port Authority representatives. The Records shall include all books and records required to permit JFK International Air Terminal LLC ("JFKIAT") to make all certifications to the Port Authority required under any agreement between JFKIAT and the Port Authority. If the Records of the Recordkeeping Person are kept outside of the Port of New York District described in the Compact establishing the Port Authority, the Recordkeeping Person shall reimburse the Port Authority for the reasonable costs of travel, meals and lodging of any Port Authority representative auditing and examining the same."

(b) (i) All Records with respect to the Construction Work shall be preserved by the Recordkeeping Person for at least three (3) years following the Completion Date.

(ii) All Records other than Records related to the Construction Work shall be preserved by the Recordkeeping Person for at least three (3) years and four (4) months following the end of the Annual Period during which the Records were created.

(iii) Any Records material to litigation initiated within the above-stated retention periods shall be preserved until the final determination of the controversy.

(c) (i) The Records of the Lessee shall be kept at all times within the Port of New York District.

(ii) If the Records of a Recordkeeping Person that is an Affiliate of the Lessee are kept elsewhere, the Lessee shall reimburse the Port Authority for the reasonable costs of travel, meals and lodging of any authorized officer, employee or representative of the Port Authority auditing or examining the same (such costs payable as Permitted O&M Expenses) to the extent permitted under this Agreement.

(d) (i) Each Recordkeeping Person shall install and use such computerized recordkeeping systems respecting, among other things, revenues, expenses, work orders and time records (the "Computerized Recordkeeping Systems") as may be appropriate to the Recordkeeping Person's business and necessary or prudent in order that accurate records are kept.

(ii) Each Recordkeeping Person shall permit the inspection by the officers, employees and representatives of the Port Authority, during ordinary business hours during the Term and as often as it may consider necessary, of any equipment used by the Recordkeeping Person, including, but not limited to, its Computerized Recordkeeping System and any services being rendered and/or merchandise being sold or held for sale by the Recordkeeping Person, and upon the request of the Port Authority, the Recordkeeping Person shall demonstrate any activity being carried on by it.

(e) (i) Each Recordkeeping Person (unless such Recordkeeping Person is a Person described in paragraph (f) below) shall permit during ordinary business hours during the Term and for four (4) years thereafter the examination and audit by the officers, employees and representatives of the Port Authority authorized to perform the same of the Records including, without limitation, the Computerized Recordkeeping System, required to be preserved under this Agreement It is expressly understood and agreed that the Port Authority's audit and examination shall include any agreement or contract between the Lessee and any Parent or Affiliate including the Records with respect thereto of the Recordkeeping Person which is the subject of the examination and audit.

(ii) As between the Lessee and the Port Authority, any audit finding shall be reconciled between the parties with reference only to the Annual Period in which the underlying event occurred.

(f) In lieu of the examination and audit by the Port Authority provided for in paragraph (e) above, the Lessee hereby covenants and warrants that any Recordkeeping Person which is not a member of the Lessee and which is a Direct or Indirect Owner of

the Lessee (except as further provided in paragraph (g) below) shall permit the examination and audit during ordinary business hours and for four (4) years thereafter of its Records including, without limitation, the Computerized Recordkeeping System, required to be preserved under this Agreement, in accordance with the following:

(i) Prior to the conduct of any such examination and audit, a responsible senior financial official of the Port Authority shall certify to the Lessee and to such Recordkeeping Person that there is reasonable cause for the Port Authority to require the conduct of such an examination and audit of the scope specified in such certification.

(ii) Such audit and examination will be performed by a nationally recognized independent firm of certified public accountants engaged by the Port Authority which has no direct conflicts of interest with such Recordkeeping Person, the Lessee or the Port Authority.

(iii) The cost of such audit and examination shall be paid by the Lessee to the Port Authority and shall be deemed a Permitted O&M Expense of the Lessee under this Agreement.

(iv) The Port Authority will review any internal or other audit and examination of such Recordkeeping Person which has already been completed and furnished to the Port Authority prior to its final determination to require an audit and examination pursuant to subparagraph (i) above.

(v) The audit and examination shall be limited to Records which are reasonably related to the scope of the audit.

(g) (i) The Lessee hereby covenants and warrants with respect to the Direct or Indirect Owners of Lehman JFK LLC (the "Lehman Group") and in lieu of the rights of the Port Authority under paragraphs(e) and (f) above, that the Lehman Group shall not receive revenues of any sort from Project Operations except from Lehman JFK LLC.

(ii) In the event Lehman Brothers Holdings Inc. is no longer a publicly-held corporation or is a corporation whose only significant asset is an interest in Lehman JFK LLC or in JFK International Air Terminal LLC and the Port Authority has reasonable cause to believe that any Person in the Lehman Group is receiving revenues of any sort from Project Operations except from Lehman JFK LLC, such Person shall meet with the Port Authority and discuss the matter in good faith with the Port Authority.

(h) (i) If and when service segment data now or formerly supplied by a Recordkeeping Person to the United States Department of Transportation pursuant to Economic Regulation 586 or Schedule T-9 traffic data are no longer available to the Port Authority from a government source, the Lessee shall use good faith efforts to require each Airline Sublessee to provide the following data to the Port Authority, on request: for each of the Airline Sublessee's non-stop city-pair markets involving the Port District: total scheduled flights operated, seats available, revenue passengers carried and similar data for charter flights.

(ii) The Lessee shall use good faith efforts to collect such statistical information from Retail Sublessees and third party contractors as may be requested by the Port Authority.

(i) There shall be a quarterly meeting with representatives of the Port Authority and with a principal representative of the Lessee on the last business day of the second calendar month following the end of each Quarter or on such other day as may, from time to time, be agreed upon by the Lessee and the Port Authority to review the operating and financial performance of the Lessee. The review shall include the furnishing of the following information regarding the Lessee to the Port Authority by the Lessee and the discussion of same:

(1) Current and available financial statements whether on an audited or unaudited basis of the Lessee, the Airline Sublessees and the Retail Sublessees

(2) Monthly traffic data including passengers and aircraft departures of the Airline Sublessees

(3) Monthly performance indicators of the Retail Sublessees

(j) The Lessee shall make available to the Port Authority a true copy of any amendment or modification to the Lessee's Operating Agreement or other equivalent basic governing documents.

(k) (i) The Lessee shall engage a nationally recognized firm of certified public accountants (the "Project Accountant") reasonably acceptable to the Port Authority to prepare an annual certified financial statement of the Lessee certified to the Port Authority and the Lessee detailing inter alia the amounts of Subordinated Fundings, the calculation of such amounts and all other calculations required by Sections 8 and 18 of this Agreement, a copy of which shall be delivered to the Port Authority on or before April 1 following the Annual Period to which it relates.

(ii) The Lessee shall use reasonable efforts to facilitate an arrangement whereby the Project Accountant will make available source documents and other supporting documentation to the Port Authority for its review. Such arrangement may include the execution of a letter of understanding by the Port Authority with the Project Accountant. The Project Accountant shall not be obligated to make copies of such documents and documentation available to the Port Authority.

(iii) If the Lessee or any certified public accountant (the "Subuse Accountant") engaged by the Lessee shall audit any Person, including, without limitation, any Airline Sublessee, Retail Sublessee, Handling Permittee, contractor, subcontractor or other Person furnishing services or materials to the Lessee, the Lessee shall deliver a copy of such audit to the Port Authority.

(iv) The Lessee shall use reasonable efforts to facilitate an arrangement whereby the Subuse Accountant will make available source documents and other supporting documentation to the Port Authority for its review. Such arrangement may include

the execution of a letter of understanding by the Port Authority with the Subuse Accountant. The Subuse Accountant shall not be obligated to make copies of such documents and documentation available to the Port Authority.

(l) The Lessee shall deliver to the Port Authority a copy of all reports and correspondence of a financial nature delivered to the Trustee, including, without limitation, the Lessee's annual operating budget, reports of any consultant to the Lessee and certifications with respect to any Lessee rate covenants.

Section 61. Accounting Disputes

(a) All disputes, differences or questions arising between the parties regarding the preparation of statements regarding financial matters which are the basis for determining the existence, extent or timing of obligations for payment by either party (including, without limitation, under Sections 8 and 18) (an "Accounting Dispute") under the terms of this Agreement, with respect to:

(i) The determination of whether or not (x) any sum is properly includible in Gross Revenues, (y) any item of cost was actually incurred and is properly includible as a Permitted Operations and Maintenance Expense or (z) any specified amount is due to or from the Lessee or the Port Authority under this Agreement; or

(ii) The determination of whether or on what basis any item of cost was actually incurred and properly attributed to Project Cost or a specified category of Project Cost under this Agreement shall be submitted for arbitration promptly after written notice executed if from the Lessee, by a member of its Executive Committee, or if from the Port Authority, by its Chief Financial Officer or its Comptroller or, in either case, if such offices cease to exist, a person of equivalent authority (a "Dispute Notice") served by either party to this Agreement upon the other demanding that such Accounting Dispute be so submitted for arbitration. Notwithstanding the foregoing, no dispute, difference or question regarding any charge by the Port Authority for any utility or other service rendered to other Unit Terminal

Operators in the Central Terminal Area as well as to the Lessee shall be subject to arbitration pursuant to this Section.

(b) There shall be three (3) arbitrators in any such arbitration, selected under the following procedure:

(i) Within fifteen (15) days after receipt of a Dispute Notice, the Port Authority and the Lessee shall each separately select as one of the three arbitrators a certified public accountant retired from a nationally recognized independent accounting firm with experience in the airport industry who has not herself or himself provided services to the Port Authority or the Lessee (or its Affiliates) in the past ten (10) years and does not otherwise pose a conflict of interest concern to either the Port Authority or the Lessee, and;

(ii) The third arbitrator shall be selected as follows: The two arbitrators selected under clause (i) above shall each prepare a separate list of ten (10) accountants meeting the qualifications set forth above. Prior to the selection of such third accountant, neither the parties nor the arbitrators previously selected shall contact any of the accountants set forth on either of the lists, except that the arbitrators previously selected may jointly prepare a brief statement as the exclusive description of the matter to be arbitrated regarding the proposed arbitration and use such statement to contact accountants to determine their availability for the arbitration described in such statement. The list shall include biographical information with respect to the professional background and experience of each accountant listed thereon. The parties shall then combine these two (2) lists and then each rank the accountants from most preferred to least preferred. Ratings shall be assigned to each accountant on the ranked list prepared by each party in order from twenty (20) points to one (1) point, with twenty (20) points being assigned to the first-listed accountant, nineteen (19) points to the second-listed accountant, etc. The listed accountant that is available and receives the highest combined score from the parties shall be the third arbitrator. In the event more than one listed accountant is available and receives the highest score, the two arbitrators previously selected shall select the third arbitrator by lot from

such highest scoring accountants. The three certified public accountants so selected as arbitrators (the "Arbitrators") shall arbitrate the Accounting Dispute.

(c) In any arbitration hereunder, each party may be represented by counsel, shall have the right to reasonable discovery including the right (x) to serve written interrogatories and demands for documents and (y) to depose witnesses. In the event of a dispute concerning any discovery issue, the Arbitrators shall resolve any discovery dispute. Each party shall have the right to fully present its case to the Arbitrators including the right to cross examine witnesses against it. A stenographic record of the proceedings shall be maintained. The Arbitrators shall conduct the arbitration proceedings at a time and place of their choosing so long as the site of such proceedings is within the Port of New York District.

(d) The Arbitrators shall, as promptly as practicable and in no event later than forty-five (45) days following the date the matter is fully submitted to the Arbitrators by the parties, deliver to the Lessee and the Port Authority a report (the "Accounting Dispute Report"), in which the Arbitrators shall, after considering all matters set forth in the Dispute Notice, determine what adjustments, if any, should be made to the matters in dispute in order that statements regarding financial matters complying with the terms of this Agreement may be prepared. The Accounting Dispute Report shall include an explanation, in reasonable detail, of the Arbitrators' determination with respect to each of the issues specified in the Dispute Notice, including the necessary adjustments in the amounts set forth in such statements, if any, together with supporting calculations.

(e) The reasonable costs and expenses including legal fees, disbursements and other legal expenses of each party and the fees and disbursements of the Arbitrators shall be included in the Permitted O&M Expenses as provided in Exhibit 8.1. Such inclusion shall be in lieu of any award by the Arbitrators for costs, expenses or other sums related to the conduct of the arbitration. The Accounting Dispute Report shall be final and binding upon the Port Authority and the Lessee, and shall be deemed a final arbitration award. Judgment upon the award may be

entered by any court having jurisdiction over the relevant party or its assets.

(f) Any disagreement between the parties as to whether a dispute, difference or question is subject to arbitration pursuant to this question shall be decided by a court of competent jurisdiction.

Section 62. Handling Services

(a) As used in this Agreement, the term "Handling Services" shall mean and include, collectively, those services commonly known as "Ramp Services" which include, but are not limited to, aircraft ground handling, interior and exterior aircraft cleaning, baggage loading and unloading from aircraft, the transportation of passengers to and from aircraft for the purpose of enplanement and deplanement and the performance of ground services incidental to flight, such as pre-flight briefing of air crews, and those service commonly known as "Passenger Handling Services", which include, but are not limited to, passenger ticketing, passenger assistance and passenger information services.

(b) Except as may otherwise be agreed to by the Port Authority, it is expressly understood and agreed that the Lessee shall have no right, permission, approval or consent hereunder to perform Handling Services for any Person at the Premises, and further, that although each of the Airline Sublessees may perform the Handling Services for itself at the Premises, such Airline Sublessee may choose to retain a contractor to provide Handling Services to it, provided that the Airline Sublessee shall use only as a Ramp Services contractor or a Passenger Handling Services contractor, a Person which both at all times (x) holds a privilege permit from the Port Authority therefor (a "Handling Permittee") and (y) is designated by the Lessee to provide such services at the Premises. Subject to Section 62(c), the Lessee may permit any Airline Sublessee designated as a "Signatory Carrier" pursuant to Section 43 hereof to perform Handling Services at the Premises under and pursuant to its Consent Agreement and subject to such additional terms as the Lessee may impose. Such Consent Agreement shall provide that the Port

Authority and the Lessee shall have the right upon the mutual convenience of the Lessee and the Port Authority to revoke separately such right to perform Handling Services, such right not to be revoked except in conformance with such Consent Agreement.

(c) The performance of Handling Services by any Handling Permittee or any Signatory Carrier at the Premises may be conditioned by the Lessee on the payment by each Handling Permittee or Signatory Carrier of Lessee Handling Funds not in excess of the Port Authority Handling Fee.

(d) The Port Authority shall remit to the Lessee fees received from Handling Permittees with respect to the Premises.

Section 63. Signs

(a) Except with the prior written approval of the Port Authority, the Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior parts of the Premises or in the Premises so as to be visible from outside the Premises or at or on any other portion of the Airport outside the Premises. Interior signs affecting public safety and security shall be in accordance with established Port Authority standards.

(b) Upon the expiration or termination of the letting, the Lessee shall remove, obliterate or paint out, as the Port Authority may direct, any and all signs and advertising on the Premises or elsewhere on the Airport if placed by the Lessee and in connection therewith shall restore the portion of the Premises and the Airport affected by such signs or advertising to the same condition as existing prior to the installation of such signs and advertising. In the event of a failure on the part of the Lessee so to remove, obliterate or paint out each and every such sign or advertising and so to restore the Premises and the Airport, the Port Authority may perform the necessary work and the Lessee shall pay the cost thereof to the Port Authority on demand.

Section 64. Obstruction Lights

The Lessee shall furnish such obstruction lights as the Port Authority shall direct, of the type and design approved by the Port Authority, and shall install said lights in the locations on the Premises designated by the Port Authority and shall maintain them in first class operating condition at all times. The Lessee shall furnish and install the bulbs and furnish the electricity necessary for the operation of said lights, and shall operate the same in accordance with the directions of the Port Authority. The Port Authority hereby directs that all said obstruction lights shall, until further notice be operated 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 periods as may be directed or requested by the control tower at the Airport.

Section 65. Termination by the Lessee

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

(i) If all the Airline sublessees shall be prevented from operating their air transportation system to and from the Airport by reason of their inability to use a substantial part or all of the runways and taxiways, as hereinafter defined:

(1) for a period of longer than thirty (30) consecutive days, resulting from any condition of the Airport not due to the fault of the said sublessees (or any of them); or

(2) for a period of longer than ninety (90) consecutive days, resulting from a permanent injunction issued by any court of competent jurisdiction; or

(3) for a period of longer than ninety (90) consecutive days, resulting from any order, rule or regulation of the Federal Aviation Administration, or other governmental agency having jurisdiction over the operations of the said Sublessees

with which the said Sublessees are unable to comply at reasonable cost or expense; or

(ii) The Port Authority shall fail to perform any of its obligations under this Agreement within twenty (20) days after receipt of notice of default thereunder from the Lessee (except where fulfillment of its obligation requires activity over a period of time and the Port Authority shall commence to perform whatever may be required for fulfillment within twenty (20) days after the 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 of the condition, the Lessee may by twenty (20) days' notice terminate the letting, such termination to be effective upon the date set forth in such notice and to have the same effect as if the term of the letting had on that date expired. No waiver by the Lessee of any default on the part of the Port Authority in performance of any of the terms, covenants or conditions hereof to be performed, kept or observed by the Port Authority shall be or be construed to be a waiver by the Lessee of any other or subsequent default in performance of any of the said terms, covenants and conditions.

(b) The payment of rentals by the Lessee for the period or periods after the Lessee shall have a right to terminate under this Section but before any such default of the Port Authority has been cured, shall not be or be construed to be a waiver by the Lessee of any such right of termination.

(c) The rights of termination described above shall be in addition to any other rights of termination provided in this Agreement and in addition to any rights and remedies that the Lessee would have at law or in equity consequent upon any breach of this Agreement by the Port Authority, and the exercise by the Lessee of any right of termination shall be without prejudice to any other such rights and remedies provided that the Lessee shall not have the right to terminate this Agreement without the consent of the Trustee so long as the Passenger Terminal Bonds are outstanding.

Section 66. Effect of Termination by the Lessee

(a) If the Lessee terminates the letting pursuant to the provisions of Section 65(a)(i) then the Port Authority may at its option, pay to the Lessee the Unamortized Capital Investment, if any. Such option shall be evidenced by notice in writing to the Lessee by the Port Authority within sixty (60) days after the Lessee has given notice of termination. The failure of the Port Authority to exercise the said option will impose no obligation upon it to relet the Premises.

(b) If the Lessee terminates the letting pursuant to the provisions of Section 65(a)(ii) then the Port Authority may, at its option, pay to the Lessee the Unamortized Capital Investment, if any. Such option shall be evidenced by notice in writing to the Lessee by the Port Authority within sixty (60) days after the Lessee has given notice of termination. If the Port Authority fails to exercise such option, then the Port Authority shall use commercially reasonable efforts to relet the Premises.

(c) If the Port Authority relets the Premises prior to the date upon which this Agreement would have expired but for such termination, then the net rent paid by the new tenant to the Port Authority (after deducting any costs or expenses incurred by the Port Authority in securing said new tenant and in complying with the terms of this Agreement to such tenant, including but not limited to costs of alteration and decoration of such Premises, in the event of termination pursuant to the provisions of Section 65(a)(i), and after deducting any costs or expenses incurred by the Port Authority for the maintenance of said Premises or for services furnished to the new tenant and after deducting the amounts which would have been payable as rent by the Lessee but for such termination) shall be paid over by the Port Authority to the Lessee until said amounts paid over equal the Unamortized Capital Investment of the Lessee in the Premises as of the date of termination. The obligation of the Port Authority to pay over to the Lessee any net rent received from such new tenant shall endure only while such new tenant continues to pay rent and occupy such Premises, and only while the Unamortized Capital Investment of the Lessee in such Premises is

unamortized, and in no event is such obligation to pay over to endure beyond the date upon which this Agreement would have expired but for such termination.

Section 67. Brokerage

The Port Authority and the Lessee each represent and warrant that no broker has been concerned on its behalf in the negotiation of this Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Port Authority and the Lessee shall indemnify and save harmless the other party of and from any claim for commission or brokerage made by any and all persons, firms or corporations whatsoever for services rendered to the Lessee in connection with (i) the negotiation and execution of this Agreement, or (ii) the negotiation and execution of any Subleases or the Consent Agreements applicable thereto; or both.

Section 68. Non-liability of Individuals; Limitations on Recourse

(a) Notwithstanding any other provision of this Agreement to the contrary, no (x) Commissioner, director, employee, committee member, manager, managing director, officer, agent, representative, nor any (y) owner, shareholder, member, partner, controlling Person, principal or ultimate beneficial owner, in each case whether direct or indirect, of the Port Authority or of the Lessee, or any Affiliate of the Port Authority or the Lessee or of any of the foregoing, shall be charged personally or held contractually liable by or to the other party, or any third-party beneficiary hereof, under, or in connection with, 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.

(b) Notwithstanding any other provision of this Agreement to the contrary, and as a material consideration for the Lessee's entry into this Agreement, it is acknowledged and agreed that: (x) neither the Port Authority (or any of its successors or assigns), nor any third party beneficiary hereof, shall have any recourse or shall make any claim under or in connection with this

Agreement, against (i) any member of the Lessee, or (ii) any of the Affiliates of the Lessee or of any such member, or (iii) any (A) officer, committee member, director, manager, managing director, employee, agent, representative or (B) owner, shareholder, member, partner, principal, controlling person or ultimate beneficial owner, in each case whether direct or indirect, of any of the Persons mentioned in clauses (i) or (ii) above, under, or in connection with, this Agreement and the sole recourse of the Port Authority (or its successors or assigns) and any third party beneficiary hereof shall be against the Lessee's assets irrespective of any failure of the Lessee to comply with applicable Law or any provision of this Agreement, and (y) neither the Port Authority (or its successors or assigns) nor any third party beneficiary hereof shall be subrogated, or have any right of subrogation, to any claim of the Lessee for any capital contributions to the Lessee from any member of the Lessee. The acknowledgments and agreements set forth in this Section are made expressly for the benefit of the Persons referred to in clauses (i), (ii) and (iii) above, individually or collectively.

(c) For the purposes of this Section, the protections afforded to the Lessee and its related persons or entities under this Section 68 shall also apply to and be deemed to protect (x) the Trustee, nominee of the Trustee, any successor to the Lessee, any Interim Terminal Operator or any Qualified Terminal Operator and (y) any (i) officer, committee member, director, manager, managing director, employee, agent or representative or (ii) controlling Person, shareholder, member, partner, principal or ultimate beneficial owner, in each case whether direct or indirect, of any of the Persons mentioned in clauses (x) or (y) above in respect of any obligations hereunder or under any of the Security Documents.

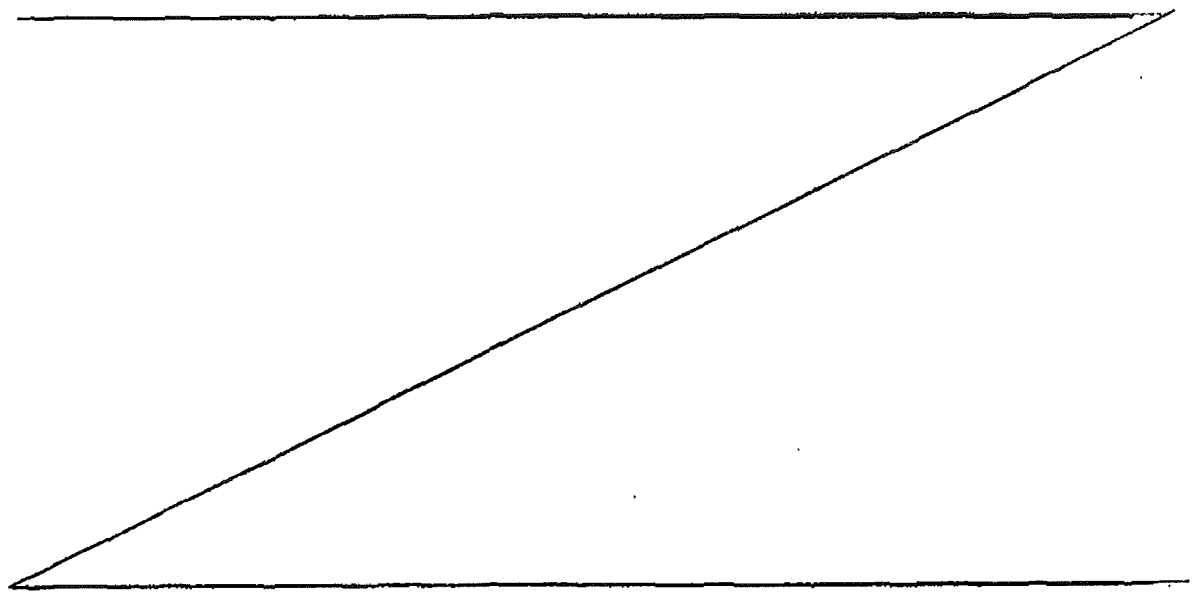
Section 69. Rotary Wing and Tilt-Rotor Operations

The Lessee hereby acknowledges that this Agreement does not grant to it any right and the Lessee does not have any right to use or permit the use of any portion of the Premises for the landing or taking off of helicopters, rotary wing, tilt-rotor or other similar aircraft. In the event that the Port Authority determines that approval for such use will be given at any time

hereafter, the same shall be granted only in accordance with such terms and conditions, including but not limited to fees, charges and rights of user, as the Port Authority may set forth in a supplement to this Agreement, which is duly executed by the Lessee and the Port Authority.

Section 70. Force Majeure

Neither the Port Authority nor the Lessee shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, tides, riots, rebellion, sabotage or any other circumstances for which it is not responsible and which are not within its control; and, provided, however that this provision shall apply neither to failures by the Lessee to pay the rentals specified in Section 8 nor to any other payments under this Agreement; and provided, further, that this provision shall not prevent either party from exercising its right of termination under Sections 25 or 65 hereof except to the extent the basis for such termination arises by virtue of the circumstances specifically set forth above in this Section.



Section 71. Relationship of the Parties

(a) The Lessee shall:

(i) Use its best efforts in every proper manner to develop and increase the business conducted by it under this Agreement;

(ii) Use reasonable efforts to operate the Premises on an economic and efficient basis; and

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

(b) Except as provided in Section 12, this Agreement does not constitute the Lessee as the agent or representative of the Port Authority for any purpose whatsoever. Neither a partnership nor any joint venture is hereby created, notwithstanding the fact that certain payments to the Port Authority pursuant to Section 8 hereof are to be determined on the basis of a percentage of the Lessee's net revenues and specified portions of the Lessee's Gross Revenues and notwithstanding the fact certain other payments to the Port Authority pursuant to Section 8 hereof may be determined on the basis of revenues payable to the Lessee.

(c) Neither the mention of, description of or reference to any member of the Lessee or to any other Person, including without limitation any Sublessee shall grant or be deemed to grant to such person any rights or remedies hereunder or otherwise.

Section 72. In-Flight Meals

(a) If any Sublessee desires to prepare, for its exclusive use, In-Flight Meals for consumption by passengers and crew on board aircraft operated by a Sublessee and to deliver such meals to such aircraft it shall have the right to do so, individually or through a contractor of its own choice (which contractor shall not be another person engaged in the business of transportation by aircraft). If any Sublessee does so directly, it shall do so only on space located outside the CTA. The foregoing, however,

shall create no obligation on the part of the Port Authority to provide such space and shall in no way be deemed a commitment by the Port Authority that any such space shall be available. If any Sublessee chooses to use an independent contractor, such contractor shall be a regular "In-Flight Meal Operator" by which is meant an operator authorized by the Port Authority to provide In-Flight Meals to Aircraft Operators at the Airport. The Lessee shall have no right hereunder to charge any separate fee to any In-Flight Meal Operator in connection with the preparation and delivery of In-Flight Meals to the Premises.

(b) Any Sublessee shall have the further right, either directly or through an independent contractor of its choice, satisfactory to the Port Authority, or by arrangements, jointly with one or more other users at the Airport, to employ a contractor satisfactory to the Port Authority, to prepare outside the Airport and to deliver at the Airport to aircraft operated by a Sublessee, in-flight meals for consumption by passengers and crew on board such aircraft, provided, however, that if a Sublessee employs a contractor either alone, or, by arrangement, jointly with one or more other users at the Airport for the preparation, outside the Airport, of In-Flight Meals, then such Sublessee shall cause such contractor to pay to the Port Authority the rate or rates which would be payable to the Port Authority by a regular Port Authority permittee for the off-Airport preparation or delivery, or both, of such In-Flight Meals to aircraft for consumption by passengers and crews on board such aircraft.

(c) (i) The Lessee has advised that one or more of its Airline Sublessees may use more than one independent contractor to furnish its In-Flight Meals at the Airport but may not wish to have all of said contractors become permittees of the Port Authority under permits which require, as aforesaid, the permittees to pay fees at the rates imposed on the Port Authority's In-Flight Meal Operators upon gross receipts based on amounts the Airline Sublessees pay said contractors.

(ii) Should any Airline Sublessee elect not to have all its independent contractors be Port Authority permittees as aforesaid, such Airline Sublessee shall serve a written notice on

the Port Authority to such effect which notice shall state that it elects the method of additional payment as hereinafter set forth and thereupon the Port Authority shall consent thereto provided that, in addition to the amounts payable to the Port Authority under paragraphs (a) and (b) above, such Airline Sublessee shall pay directly to the Port Authority an amount determined by applying the rates referred to in subparagraph (i) above to the amounts payable by such Airline Sublessees to said independent contractors for In-Flight Meals or any part thereof delivered to a Airline Sublessee's aircraft at the Airport (whether such delivery be by said independent contractor, or another). The foregoing payments by such Airline Sublessees shall be made monthly on the 20th day of the month commencing with the first month immediately following the Airline Sublessee's notice and continuing each month thereafter up to and including the 20th day of the month following the Expiration Date. Any such Airline Sublessee at any time on at least thirty (30) days' prior written notice to the Port Authority may change from its selection above and any such Airline Sublessee may at any time advise the Port Authority that this paragraph (c) no longer applies to it based upon its representation, that it then shall make, that all payments made by it for In-Flight Meals shall be made to its contractors who are permittees of the Port Authority as In-Flight Meal Operators.

(iii) It is hereby expressly recognized that the procedures allowed under this paragraph (c) are not included within the contemplation of the provisions of paragraphs (a) and (b) above and that the inclusion of the same within this paragraph (c) shall not constitute or be deemed to constitute any concession or agreement by the Port Authority that said procedures are not in violation of paragraphs (a) and (b) hereof.

Section 73. Waiver of Depreciation

(a) The Lessee hereby irrevocably elects in accordance with Section 142(b)(1)(B)(I) of the Internal Revenue Code of 1986 not to claim for purposes of federal, state or local taxation of income any depreciation deductions or investment credits, for which it may be eligible with respect to the Project and shall execute such an election on the Effective Date and furnish an

original counterpart thereof to the Port Authority. The Lessee further agrees that this irrevocable election shall be binding upon its successors in interest, if any, under this Agreement, and as a condition of any permitted sale or assignment of Lessee's interest under this Agreement any successor in interest shall furnish an irrevocable election to the Port Authority in the form executed by the Lessee on the Effective Date. The foregoing shall not grant or be deemed to grant to the Lessee the right to sell or assign, in any manner, its interests under this Agreement.

(b) In the event the Lessee records any documents in lieu of recording this Agreement, said documents shall incorporate the substance of paragraph (b) of this Section.

Section 74. General Airport Agreement

It is recognized that the General Airport Agreement, and the principles and formulae set forth therein for the calculation of flight fees, including the costs recovery accounting principles, have by agreement or policy been the basis for determining flight fees payable by various Aircraft Operators at the Airport in addition to the Aircraft Operators who are the actual signatory lessees to the General Airport Agreement. In the event of the expiration and non-extension or non-renewal of the General Airport Agreement, the same formula, accounting principles and costs recovery methodology now set forth in the General Airport Agreement for the calculation of flight fees shall continue to be utilized for the calculation of flight fees at the Airport for the Sublessees until such time as the General Airport Agreement is formally replaced by a new agreement or agreements or by a new policy or policies. The Port Authority has advised the Lessee that it is the intention of the Port Authority that with respect to the formulae, accounting principles and the costs recovery methodology for the calculation of flight fees upon the expiration and non-extension or non-renewal of the General Airport Agreement all Aircraft Operators at the Airport which are similarly situated will be treated in a similar manner.

equal to the market rental value of the Premises during such period (discounted to reflect the then present value thereof). If at the time of such action the Port Authority has used and occupied or relet the Premises, the rental for the Premises obtained through such use and occupancy or releting shall be deemed to be the market rental value of the Premises or be deemed to be the basis for computing such market rental value if less than the entire Premises were used or occupied or relet. In no event shall any credit allowed to the Lessee against its damages for any period exceed the then present value of the annual rental which would have been payable under this Agreement during such period if a termination or cancellation had not taken place.

(d) In addition to and without limiting the foregoing or any other right, claim or remedy of the Port Authority, in the event this Agreement shall be terminated pursuant to Section 25 hereof and the Lessee shall not have completed the Construction Work, as defined in Section 18 hereof, or any portion thereof within the time period specified in Section 18 (d)(i)(1) hereof, the Lessee shall and hereby agrees to pay to the Port Authority any and all amounts, costs or expenses of any type whatsoever paid or incurred by the Port Authority (out of funds other than those available pursuant to Sections 18 and 22) by reason of the failure of the Lessee so to complete the Construction Work, or any portion thereof, including all interest costs, damages, losses, and penalties, and all of the same shall also be deemed treated as survived damages hereunder in addition to the foregoing.

(e) The indemnification obligations of the Lessee and the Port Authority under this Agreement shall survive any termination or expiration of this Agreement.

Section 29. Releting by the Port Authority

The Port Authority, upon the effective date of termination pursuant to Section 25 hereof, may occupy the Premises or may relet the Premises, and shall have the right to permit any Person to enter upon the Premises and use the same. Such releting may be of part only of the Premises or a part thereof together with other space, and for a period of time the

same as or different from the balance of the term hereunder remaining, and on the terms and conditions the same as or different from those set forth in this Agreement. The Port Authority shall also, upon termination pursuant to the said Section 25 or upon its re-entry, regaining or resumption of possession pursuant to Section 26, have the right to repair or to make structural or other changes in the Premises including changes which alter the character of the Premises and the suitability thereof for the purpose of the Lessee under this Agreement, without affecting, altering or diminishing the obligations of the Lessee hereunder. In the event either of any reletting or of any actual use and occupancy by the Port Authority (the mere right of the Port Authority to use and occupy not being sufficient however) there shall be credited to the account of the Lessee against its survived obligations under Section 28 hereof solely with respect to Ground and Building Rental as referred to in Section 28(b)(i) and Port Authority expenses as referred to in Section 28 (b)(ii), any net amount remaining after deducting from the amount actually received from any lessee, licensee, permittee or other occupier in connection with the use of the said Premises or portion thereof during the balance of the letting as the same is in effect immediately preceding such termination, regaining or resumption of possession of or from the market value of the occupancy of such portion of the Premises as the Port Authority may during such period actually use and occupy, all expenses, costs and disbursements incurred or paid by the Port Authority in connection therewith. No such reletting shall be or be construed to be an acceptance of a surrender.

Section 30. Remedies to be Non-Exclusive

All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the Port Authority or to the Lessee at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy. Notwithstanding the foregoing, without the consent of the Trustee, the Port Authority shall not have the right to terminate this Agreement or the Term hereof except in accordance with

Section 25 and the Lessee shall not have the right to terminate this Agreement on account of any breach by the Port Authority of any covenant or agreement hereunder or otherwise, without the prior written consent of the Trustee so long as any Passenger Terminal Bonds remain outstanding.

Section 31. Restriction on Transfer

(a) (i) The Lessee represents as of the Effective Date that (x) the organization chart shown in Exhibit 31.1 is a true, correct and complete representation of the ownership structure of the Lessee and its parent entities (each such parent entity, including without limitation each member of the Lessee, a "Designated Entity") (except for the ownership interest of less than one percent (1%) in Schiphol Management Services B.V. ("SMS") that is owned by N.V. Luchthaven Lelystad (the "Lelystad Interest")) and (y) the shareholders of LCOR Incorporated ("LCOR") and LCOR Investment Corporation ("LIC") are Eric Eichler, Kurt Eichler, Peter DiLullo and J. Patrick Armstrong.

(ii) The requirements contained in the following items (1) and (2) of this subparagraph (ii) (the "Ownership Requirements") shall be true at all times, and it shall be a material default under this Agreement if the Ownership Requirements are violated:

(1) Schiphol USA LLC ("SUSA") shall directly own and control a membership interest in the Lessee that is greater than or equal to the membership interest of each other member of the Lessee. For purposes of the foregoing, separate membership interests in the Lessee held directly or indirectly by related entities shall be deemed to constitute a single membership interest in the Lessee, as illustrated by the following examples:

Example 1. SUSA owns a 50% membership interest in the Lessee and the other membership interests in the Lessee are 30% and 20% (irrespective of whether held by related or unrelated entities, because SUSA's membership percentage would, in either case, be greater than or equal to, but not

less than, the largest single percentage membership interest in the Lessee).

Example 2. SUSA owns a 35% membership interest in the Lessee and the other membership interests in the Lessee, held by entities unrelated to SUSA and to each other, are 35% and 30%.

(2) N.V. Luchthaven Schiphol ("Schiphol") (or any successor entity) shall:

(A) prior to the third anniversary of DBO, (x) Directly or Indirectly Own and control at least one hundred percent (100%) of SUSA (except for the Lelystad Interest) and (y) Directly or Indirectly Own and control at least one hundred percent (100%) of, and be (or own and control one hundred percent (100%) of, or be under one hundred percent (100%) common ownership and control with or by) the operator of, a principal international airport serving the city of Amsterdam ("Amsterdam Airport"), and

(B) on and after the third anniversary of DBO, (x) Directly or Indirectly Own and control at least fifty-one percent (51%) of SUSA and (y) Directly or Indirectly Own and control at least fifty-one percent (51%) of, and be (or own and control fifty-one percent (51%) of, or be under fifty-one percent (51%) common ownership and control with or by) the operator of, Amsterdam Airport.

(iii) "Direct or Indirect Owner" or to "Directly or Indirectly Own" shall refer to ownership on a cumulative basis, whether or not through subsidiaries, and "Direct or Indirect Ownership" shall mean the percentage of such cumulative ownership. For example, if Schiphol's 80% directly-owned subsidiary directly owns 80% of SUSA, Schiphol is the Direct or Indirect Owner of 64% of SUSA, and Schiphol's Direct or Indirect Ownership in SUSA is 64%.

(iv) The breach of the requirements contained above in subparagraph (ii) of this paragraph (a) shall constitute a

material default under this Agreement, giving rise to a right of termination by the Port Authority under Section 25(a) hereof, subject to the provisions of Section 25, including paragraph (b) thereof.

(b) (i) No Transfer (as defined in subparagraph (ii) below) may be made without the prior written consent of the Port Authority, and any Transfer made without such consent shall constitute a material default under this Agreement, giving rise to a right of termination by the Port Authority under Section 25(a) hereof, subject to the provisions of Section 25, including paragraph (b) thereof.

(ii) "Transfer" shall mean the sale, assignment, pledge, hypothecation or other voluntary transfer of any interest in the Lessee or any Designated Entity, and shall include *but not be limited to* (1) the sale, assignment, redemption or transfer of outstanding stock of or membership interest in, respectively, any corporation or any limited liability company that is the Lessee or a Designated Entity or that is the general partner of any partnership that is the Lessee or a Designated Entity, (2) the issuance of additional stock or membership interest in, respectively, any corporation or limited liability company that is the Lessee or a Designated Entity or that is the general partner of any partnership that is the Lessee or a Designated Entity, and (3) the sale, assignment, redemption or transfer of any general or limited partner's interest in, or the admission of a new partner to, a partnership that is the Lessee or a Designated Entity or that is a general or limited partner of any partnership that is the Lessee or a Designated Entity (provided, however, that a voluntary bankruptcy of Lehman JFK LLC ("LB JFK"), Lehman JFK MM Inc. ("LB MM"), Lehman JFK Non-MM Inc. ("LB Non-MM"), Lehman Brothers Holdings Inc. ("Lehman Brothers"), LCOR JFK Airport, L.L.C. ("LCOR JFK"), LCOR or LIC (or any Person (x) under one hundred percent (100%) common ownership and control with LB JFK or LCOR JFK and (y) deemed a Designated Entity under paragraph (c)(ii) of this Section 31 shall not constitute a Transfer).

(iii) Notwithstanding any other provision of this Section 31 or this Agreement, any pledge or hypothecation by

Schiphol of any or all of its assets in connection with financing from one or more third parties (a "Schiphol Pledge") shall not constitute a Transfer hereunder, provided, however, that this sentence shall not apply to a financing for which a pledge of the portion of Schiphol's assets consisting of its indirect interest in SUSA is a substantial part of the collateral, which pledge shall constitute a Transfer hereunder; provided, further, that it is expressly understood and agreed that any violation of the Ownership Requirements resulting from a foreclosure upon a Schiphol Pledge shall constitute a material breach of this Agreement, as provided above in this Section 31; provided, further, that the term "any successor entity" in the definition of "Ownership Requirements" shall include a foreclosing lender and a purchaser in foreclosure. The Lessee shall give notice to the Port Authority of a pledge or hypothecation by Schiphol which includes its indirect interest in SUSA, setting forth the identity of the pledgee and the general nature of the transaction, and stating that such transaction is not a financing for which a pledge of the portion of Schiphol's assets consisting of its indirect interest in SUSA is a substantial part of the collateral. Failure to give such notice shall not constitute such transaction a Transfer, shall not constitute a material breach of this Agreement and shall be subject to the notice and cure provisions of Section 25(a)(x), as further provided in the remaining provisions of Section 25. No notice shall be required with respect to any transaction which does not involve a direct or indirect interest in SUSA.

(iv) Notwithstanding any other provision of this Section 31 or this Agreement, any pledge or hypothecation by SMS of all (but not less than all) of its general revenues in connection with financing from one or more third parties, to the extent that the amount of such financing does not exceed the fair market value of SMS's assets other than its assets consisting of its Direct or Indirect Ownership in SUSA, shall not constitute a Transfer hereunder, provided, however, that it is expressly understood and agreed that any violation of the Ownership Requirements resulting from a foreclosure upon such pledge or hypothecation shall constitute a material breach of this Agreement, as provided above in this Section 31. The Lessee shall give notice to the Port Authority of a pledge or

hypothecation by SMS (while it remains a Designated Entity) of all of its general revenues, setting forth the identity of the pledgee and the general nature of the transaction, and stating that the amount of such financing did not exceed the fair market value of SMS's assets other than its assets consisting of its Direct or Indirect Ownership in SUSA. Failure to give such notice shall not constitute such transaction a Transfer, shall not constitute a material breach of this Agreement and shall be subject to the notice and cure provisions of Section 25(a)(x), as further provided in the remaining provisions of Section 25. No notice shall be required with respect to any transaction which does not involve a direct or indirect interest in SUSA.

(v) Notwithstanding any other provision of this Section 31 or this Agreement, any pledge or hypothecation by LCOR and/or LIC of all (but not less than all) of their respective general revenues in connection with financing from one or more third parties, to the extent that the amount of such financing does not exceed, on a fair market basis as certified by the Chief Financial Officer (or equivalent) of such company, the value of the assets of LCOR and/or LIC, as the case may be, other than their respective assets consisting of their respective Direct or Indirect Ownership interests in LCOR JFK, shall not constitute a Transfer hereunder; provided, however, that any foreclosure on such pledge or hypothecation shall constitute a Transfer and shall require Port Authority consent unless it meets the requirements of paragraph (e)(i)(2) below, in which event Port Authority consent shall not be required.

(vi) Notwithstanding any other provision of this Section 31 or this Agreement, there shall be at all times not more than three members of the Lessee, unless the Port Authority shall consent otherwise.

(c) Notwithstanding the prohibition contained in paragraph (b) of this Section, or any other provision of this Agreement, but subject always and in all events to the Ownership Requirements, the prior written consent of the Port Authority shall not be required with respect to any Exempt Transfer effected in accordance with the terms and conditions of this Section. "Exempt Transfer" shall mean any of the Transfers set

forth below in subparagraphs (i) through (viii) of this paragraph (c).

(i) Any Transfer where the transferee is a Designated Entity (including without limitation Transfers between or among members of the Lessee, subject always to the Ownership Requirements); provided, however, that any Designated Entity shall cease being a Designated Entity for purposes of this Section 31 if its Direct or Indirect Ownership of the Lessee becomes zero, it being understood that, for example, if Schiphol transfers its interest in SMS to a third party and, prior to or contemporaneous with such transfer, all of SMS's direct or indirect interest of any kind in SUSA is transferred by SMS to Schiphol, then in such event such third-party transfer shall not constitute a Transfer hereunder; provided, further, that no Transfer shall be permitted under this subparagraph (i) if the result of such Transfer would be to effect indirectly a Transfer that, if made directly, would require the Port Authority's consent, as exemplified by the following Transfer, which would *not* be permitted and would *not* constitute an Exempt Transfer pursuant to this subparagraph (i):

> A 95% interest in Schiphol USA Inc. is transferred to a newly created entity wholly owned and controlled by SMS (an Exempt Transfer under subparagraph (ii) of this paragraph (c)). After the third anniversary of DBO, the entire interest in Schiphol North American Holding Inc. ("North American"), which now retains only a 5% Direct or Indirect Ownership interest in SUSA, is then transferred to an unrelated entity ("Third Party") (pursuant to paragraph (e)(i)(3) of this Section). At this point, a Transfer to North American, notwithstanding that North American is still a Designated Entity, would not be permitted as an Exempt Transfer, because such Transfer would in substance be a Transfer to Third Party, otherwise subject to the provisions of paragraphs (e) and (f) of this Section. The foregoing percentages are intended to be illustrative and not limiting.

(ii) Any Transfer where the transferee or transferees are each Persons under one hundred percent (100%) common ownership and control with the transferor, provided that such

Person, and each Person that is a Direct or Indirect Owner (excluding any Direct or Indirect Owner of an interest in Schiphol, provided that such exclusion shall not cause any existing Designated Entity to cease being a Designated Entity) of such Person, shall thereupon be deemed a Designated Entity under, and subject to the restrictions of, this Section 31.

(iii) Any Transfer of any interest in Schiphol.

(iv) Any Transfer of any interest in Lehman Brothers Holdings Inc.

(v) Any Transfer or Transfers of Economic Interests in LB JFK, LB MM, LB Non-MM or any Designated Entity affiliated with LB JFK, corresponding, in the aggregate, to Direct or Indirect Ownership (not counting more than once all or any portion of such Direct or Indirect Ownership interest that is transferred more than once) of a twenty percent (20%) membership interest in the Lessee, provided, however, that all such Transfers closing prior to the third anniversary of DBO shall not, in the aggregate, exceed an Economic Interest corresponding to a Direct or Indirect Ownership (not counting more than once all or any portion of such Direct or Indirect Ownership interest that is transferred more than once) of a fifteen percent (15%) membership interest in the Lessee. For purposes of the foregoing, "Economic Interest" shall mean a participation in cash flow and/or profits and losses, where no vested or contingent voting or management rights are acquired by the participant in such cash flow and/or profits and losses.

(vi) Any Transfer or Transfers of ownership interests in LCOR or LIC to individuals who are bona fide current or future key employees of LCOR or LIC, provided, that at all times one or more of Eric Eichler, Kurt Eichler, Peter DiLullo and J. Patrick Armstrong and transferees pursuant to Section 31(c)(vii) below shall (x) own not less than an aggregate of 51% of the total ownership interests in LCOR or LIC, as the case may be, calculated on a post-Transfer basis and (y) maintain management control of LCOR and LIC.

(vii) Any Transfer of an ownership interest in LCOR or LIC (x) by will or the laws of descent and distribution to any immediate family member of the owner of such interest, (y) to any immediate family member of such owner or (z) to a trust for the benefit of an immediate family member of such owner. "Immediate family member" shall mean parent, spouse, sibling, child or grandchild.

(viii) Any Transfer or series of Transfers the only effect of which is a change in the form of legal entity of a Designated Entity.

(d) (i) The Lessee shall notify the Port Authority not later than five (5) business days following the occurrence of an Exempt Transfer, giving full particulars of the Exempt Transfer, and shall promptly furnish such further information and documentation relating to the Transfer as the Port Authority may reasonably require; provided, however, that (x) with respect to the Exempt Transfers described in paragraph (c)(v) above, the information to be provided by the Lessee to the Port Authority, with respect to both initial sales and resales other than on a public market, shall consist only of the identity of the transferee and the percentage of the total Economic Interests transferred, and no notification shall be required as to resales of such Economic Interests on a public market, and (y) no notification shall be required with respect to the Exempt Transfers described in paragraph (c)(iv) above or with respect to such of the Exempt Transfers described in paragraph (c)(iii) above as are resales of shares or other securities on a public market.

(ii) It is understood and agreed that while a failure to provide the foregoing notification shall constitute a breach under this Agreement (subject to the notice and cure provisions hereof), any such failure shall not invalidate or otherwise vitiate the effectiveness of such Exempt Transfer.

(e) (i) Notwithstanding the prohibition contained in paragraph (b) of this Section, or any other provision of this Agreement, but subject always and in all events to the Ownership Requirements, commencing upon the third anniversary of DBO, the

Port Authority's consent to the Transfers set forth below in this subparagraph (i) of paragraph (e) shall not be unreasonably withheld so long as such Transfers comply with the conditions set forth in subparagraph (ii) and (iii) below.

(1) Any Transfer or Transfers of ownership interests in LB JFK, LB MM, LB Non-MM or any Designated Entity affiliated with LB JFK, provided, that all such Transfers shall not in the aggregate exceed Direct or Indirect Ownership (not counting more than once all or any portion of such Direct or Indirect Ownership interest that is transferred more than once) of a twenty percent (20%) membership interest in the Lessee.

(2) Any Transfer or Transfers aggregating up to forty-nine percent (49%) of the total Direct or Indirect Ownership (not counting more than once all or any portion of such Direct or Indirect Ownership interest that is transferred more than once) in LCOR JFK, calculated on a post-Transfer basis, such percentage limitation to include Transfers to employees of LCOR and LIC pursuant to subparagraph (vi) of paragraph (c) above, provided, that at all times one or more of Eric Eichler, Kurt Eichler, Peter DiLullo and J. Patrick Armstrong and transferees pursuant to Section 31(c)(vii) above shall (x) own not less than an aggregate of 51% of the total ownership interests in LCOR or LIC, as the case may be, calculated on a post-Transfer basis and (y) maintain management control of LCOR and LIC.

(3) Any Transfer or Transfers aggregating up to forty-nine percent (49%) of the total Direct or Indirect Ownership (not counting more than once all or any portion of such Direct or Indirect Ownership interest that is transferred more than once) in SUSA.

(ii) All transferees of Transfers pursuant to the foregoing subparagraph (e)(i) shall:

(1) in the reasonable opinion of the Port Authority, have a reputation for honesty, integrity and reliability and be creditworthy,

(2) have, or be a wholly-owned subsidiary of an entity or entities that has or have, a substantial net worth in relation to the magnitude of the Transfer,

(3) not be an existing terminal operator at a Port Authority airport,

(4) disclose the full identity of each beneficial owner of a ten percent (10%) interest in the transferee, and

(5) make the certification provided in the following paragraph (iii).

(iii) The proposed transferee shall, with respect to itself and each officer that is (or would be, if the proposed transferee were a publicly held company) required to file for purposes of Sec. 16(a) of the Securities Exchange Act of 1934, each director and each Affiliate (other than an Affiliate that the proposed transferee does not actually control) of the proposed transferee, and each beneficial owner of a ten percent (10%) or more interest in the proposed transferee (a "10% Owner")(other than any 10% Owner that is a public company that does not actually control the proposed transferee)(the proposed transferee and any such officer, director, Affiliate or 10% Owner, "It"), make the disclosures and certifications numbered 1 through 9 below; provided, however, that if the proposed transferee has failed to obtain the information necessary to make the following disclosures and certifications with respect to 10% Owner(s) owning up to twenty percent (20%) of the proposed transferee in spite of the proposed transferee's having used its best efforts to obtain such information, and the proposed transferee so certifies to the Port Authority, then the "conditions set forth in subparagraph (ii) and (iii)", as provided in paragraph (e)(i) above, shall be deemed to have been complied with; provided, further, that if the Port Authority withholds its consent to the Transfer then being proposed, such withholding of consent shall not be deemed to be unreasonable solely by reason of such deemed compliance.

(1) disclose every name, trade name or abbreviated name or federal taxpayer identification number ever used by It;

(2) disclose whether it has, within the five (5) years preceding the date of the disclosure, been party to an agreement which was terminated by the Port Authority, for any reason, prior to its expiration date (other than any such party with which the Port Authority has subsequently entered into another agreement relating to similar subject matter, and other than IAB tenants as of the date hereof);

(3) certify that It is not, as of the effective date of the Transfer, in default under any agreement with the Port Authority and has not been, within the five years preceding the date of the certification, in default, beyond any applicable grace period, under any agreement with the Port Authority;

(4) certify that currently It is not suspended, debarred, found not responsible or otherwise disqualified from entering into any contract with any governmental agency or been denied a government contract for failure to meet standards related to integrity; and disclose whether, within the five (5) years preceding the date of the disclosure, it has been suspended, debarred, found not responsible or otherwise disqualified from entering into any contract with any governmental agency or been denied a government contract for failure to meet standards related to integrity;

(5) disclose whether within the five (5) years preceding the date of the disclosure It has had a contract terminated by any governmental agency for breach of contract or for any cause based in whole or in part on indictment or conviction;

(6) disclose whether within the five (5) years preceding the date of the disclosure It has had any business or professional license suspended or revoked or had any single sanction imposed in excess of $500,000 as a result of any judicial or administrative proceeding with respect to

any license held or with respect to any violation of a federal, state or local environmental law, rule or regulation;

(7) disclose whether within the twenty-five (25) years preceding the date of the disclosure It has ever had any sanction imposed as a result of a judicial or administrative proceeding related to material fraud (and within the preceding ten (10) years, with respect to fraud that is not material), extortion, bribery, bid rigging, embezzlement, material misrepresentation or material anti-trust violation regardless of the dollar amount of the sanctions or the date of their imposition;

(8) disclose whether It is currently the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency; and

(9) disclose whether it has during the five (5) years preceding the date of the disclosure been indicted or convicted of any crime or material offense in any jurisdiction.

(f) All Transfers (including Transfers specifically referred to in this Section, as well as all other Transfers of any kind, but excluding Exempt Transfers and Transfers of ownership interests in LB JFK, LB MM, LB Non-MM and any Designated Entity under 100% common ownership and control with or by LB JFK pursuant to item (1) in subparagraph (i) of paragraph (e) above) shall be subject to the conditions set forth below in subparagraphs (i) and (ii) of this paragraph (f).

(i) There shall be paid to the Port Authority, not later than the closing of such Transfer, an amount (the "Port Authority Transfer Participation") equal to ten percent (10%) of (x) the Adjusted Gross Proceeds relating to such Transfer or, if the Transfer is of interests representing assets in addition to a direct or indirect interest in the Lessee (such direct or indirect interest, the "Lessee Interest"), (y) the IAT Percentage

of such Adjusted Gross Proceeds. "Adjusted Gross Proceeds" shall mean Gross Proceeds net of an amount equal to the lesser of (x) total arm's-length transaction costs paid to third parties, including without limitation appraisal fees but not including taxes or other governmental fees and charges of any kind, and (y) one percent (1%) of Gross Proceeds. "Gross Proceeds" shall mean all value given as consideration for such Transfer, and shall include, without limitation, all cash proceeds, the fair market value of any property, any indebtedness assumed or forgiven and any purchase money note or debt obligation made in connection with such Transfer. "IAT Percentage" shall mean the percentage that equals the ratio, calculated on a fair market value basis, of (x) the value of the Lessee Interest to (y) the Gross Proceeds. References in this paragraph (f) to "fair market value" shall mean the fair market value as established by an independent appraisal by a nationally recognized firm, appropriately experienced in the valuation of the types of assets in question, acceptable to both parties.

(ii) Not later than the closing of such Transfer, the Port Authority shall be furnished with a statement, certified by the Lessee (or an officer, general partner or member of the Lessee, as the case may be), setting forth the amount of Adjusted Gross Proceeds, appropriately broken down. There shall be promptly provided to the Port Authority such further information and documentation relating to such Transfer as the Port Authority may reasonably require.

(iii) Notwithstanding the foregoing (but subject always and in all events to the Ownership Requirements), if a Transfer is a Strategic Transfer, the Port Authority Transfer Participation shall not be paid as provided in subparagraph (i) above, but shall instead be paid at the time and in the manner provided in subparagraph (iv) below. "Strategic Transfer" shall mean a Transfer of a Direct or Indirect Ownership interest in SUSA in a merger or consolidation with a third party in the airport industry for the principal purpose of enhancing the potential of SUSA and/or its Direct or Indirect Owners with respect to such matters as increasing market share or ability to do business internationally and/or combining complementary skills (as distinguished from a Transfer whose principal purpose is to

realize a profit derived from SUSA's direct or indirect interest in the Lessee and in the Project).

(iv) At the time of a Strategic Transfer, the Port Authority Transfer Participation shall be calculated in the manner set forth in subparagraph (i) above, and shall be paid as follows:

(1) if any portion of the Gross Proceeds is cash or cash equivalents (including without limitation any indebtedness assumed or forgiven and any purchase money note or debt obligation), then the corresponding portion of the Port Authority Transfer Participation shall be paid at the closing of the Strategic Transfer, and

(2) the balance of the Port Authority Transfer Participation (the "Deferred Port Authority Transfer Participation") shall bear interest at the rate of six and one-half percent (6½%), calculated on an Annual Basis, and shall be paid, on a preferred basis, as and when distributions of cash or cash equivalents in respect of ownership interests in the merged or other entity resulting from the Strategic Transfer (the "Merged Entity") are to be received by the owners of any Merged Entity, until the Deferred Port Authority Transfer Participation, together with accrued interest at the rate provided above, has been reduced to zero.

(g) Notwithstanding this Section 31 or any other provision of this Agreement, a loan or deemed loan from one or more members in the Lessee to one or more other such members (payable from distributions otherwise payable by the Lessee to such other member(s)) in a case in which such other member(s) do not exercise a right to make certain contributions to the Lessee, shall not be deemed a Transfer and therefore shall not be subject to the Port Authority's consent hereunder, provided, however, that any associated transfer of management rights shall constitute a Transfer under, and subject to the provisions of, this Section 31.

(h) In all events, and notwithstanding any other provision of this Section, no Transfer shall be permitted that would entail a violation of the Port Authority Code of Ethics or the relevant conflict of interest rules.

Section 32. Surrender

The Lessee covenants and agrees to yield and deliver peaceably to the Port Authority possession of the Premises on the date of cessation of the letting, whether such cessation be by termination, expiration or otherwise, promptly and in good condition excepting (x) reasonable wear and tear that does not affect water tightness or structural integrity arising from the use of the Premises to the extent such use is permitted elsewhere in this Agreement and (y) conditions due solely to the aging of the Premises. Notwithstanding the foregoing, the Environmental Condition of the Premises shall be as set forth in Section 42. On the date of such cessation, the Lessee shall turn over to the Port Authority all plans and specifications, operating manuals and spare parts and equipment used in operating the Premises to the extent that such items are part of the Lessee's Personal Property or are otherwise available for transfer to the Port Authority (excluding all other portions of the Lessee's Personal Property).

Section 33. Acceptance of Surrender of Lease

No agreement of surrender or to accept a surrender shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representatives of the Port Authority and of the Lessee and the Trustee so long as any Passenger Terminal Bonds are outstanding. Except as expressly provided in this Section, neither the doing of, nor any omission to do, any act or thing, by any of the officers, agents or employees of the Port Authority, shall be deemed an acceptance of a surrender of the letting or of this Agreement.

Section 34. Condemnation

(a) Definitions

(i) As used in this Section the phrase, "Temporary Interest", when used with reference to real property, shall mean an interest in such real property entitling the owner of such interest to the possession of such property (whether or not such interest includes or is coextensive with an interest of the Lessee therein under this Agreement), for an indefinite term or for a term terminable at will or at sufferance or for a term measured by a war or an emergency or other contingency or for a fixed term expiring prior to the Expiration Date; and the phrase "Permanent Interest", when used with reference to real property, shall mean an interest in such real property entitling the owner of such interest to possession thereof, other than a temporary interest as above defined, including among others a fee simple and an interest for a term of years expiring on or after the Expiration Date.

(ii) As used in this Section with reference to any Premises or facilities leased to the Lessee for its exclusive use or with reference to the Public Landing Area, the phrase "Material Part" shall mean such a part of the said Premises or said Public Landing Area that the Lessee cannot continue to operate the Premises for the purposes set forth or mentioned in Section 6 hereof without using such part.

(b) Condemnation or Taking of a Permanent Interest in All or Any Part of the Premises or All or a Material Part of the Public Landing Area.

(i) Upon the acquisition by condemnation or the exercise of the power of eminent domain by any body having a superior power of eminent domain of a Permanent Interest in all or any part of the Premises or of a Permanent Interest in all or a Material Part of the Public Landing Area (any such acquisition under this Section hereinafter referred to as a "Taking"), the Port Authority shall purchase from the Lessee, and the Lessee shall sell to the Port Authority, the Lessee's leasehold interest (excluding any personal property whatsoever) in the Premises except that in the event of a Taking of less than all of the said Premises, the Port Authority shall purchase and the Lessee shall sell only so much of the Lessee's leasehold interest in the Premises as are taken. The sole and entire consideration to be

paid by the Port Authority to the Lessee shall be an amount equal to the Unamortized Capital Investment or, in the event of a Taking of less than all of the said Premises, an amount equal to the portion of the Unamortized Capital Investment properly allocable to the portion of the Premises so taken. However, the Port Authority shall purchase and the Lessee shall sell only if the consideration paid by the Port Authority therefor will constitute either an "amount required to redeem the Port Authority bonds issued for municipal air terminal purposes" within the meaning of said phrase as used in Section 23 I, A of the Basic Lease or "unamortized Port Authority funds other than bond proceeds or Federal or State grants expended for capital improvements at the municipal air terminals", within the meaning of said phrase as used in Section 23, I, D of the Basic Lease or if an amount not less than such consideration can otherwise be retained by the Port Authority (and not be required to be paid to the City of New York) out of the damages or award in respect to such Taking without violation of any obligation of the Port Authority to the City of New York under the Basic Lease provided, however, that in no event shall the full amount payable to the Lessee be in excess of the compensation paid to the Port Authority by such body having superior power of eminent domain properly allocable to the Premises or the portion thereof so taken, as the case may be. Such purchase and sale shall take effect as of the date upon which such body having superior power of eminent domain obtains possession of any such permanent interest in the demised Premises or in the Public Landing Area, as the case may be, and in that event, the Lessee (except with respect to its personal property), shall not have any claim or right to claim or be entitled to any portion of the amount which may be awarded as damages or paid as a result of such Taking, and all rights to damages, if any, of the Lessee (except for damages to its personal property) by reason thereof are hereby assigned to the Port Authority.

(ii) If, however, the amount to be paid by the Port Authority for such leasehold interest will not constitute either an "amount required to redeem the Port Authority bonds issued for municipal air terminal purposes" within the meaning of said phrase as used in Section 23 I, A of the Basic Lease or "unamortized Port Authority funds other than bond proceeds or

Federal or State grants expended for capital improvements at the municipal air terminals", within the meaning of said phrase as used in Section 23, I, D of the Basic Lease or if an amount properly allocable to the Premises not less than such consideration cannot otherwise be retained by the Port Authority (and not be required to be paid to the City of New York) out of the damages or award in respect to such Taking without violation of any obligation of the Port Authority to the City of New York under the Basic Lease, then the aforesaid agreement to purchase and sell said leasehold interest shall be null and void; and in any such event, the Lessee shall have the right to appear and file its claim for damages in the condemnation or eminent domain proceedings, to participate in any and all hearings, trials and appeals therein, and to receive such amount as it may lawfully be entitled to receive as damages or payment as a result of such Taking, because of its leasehold interest in the Premises, up to but not in excess of an amount equal to the Unamortized Capital Investment in the Premises or the portion of the Unamortized Capital Investment properly allocable to the portion of the Premises so taken. The Port Authority and the Lessee hereby agree that as full and final settlement of any sum that may be due as rent or otherwise with respect to the Premises or the portion thereof so taken for the balance of the term of this Agreement, the Lessee will pay to the Port Authority the excess, if any, which the Lessee may be entitled to receive over the foregoing sum. If there be no excess, any sum that may be due as rent or otherwise with respect to the Premises or the portion thereof so taken for the balance of the term of this Agreement shall abate.

(iii) In the event of the Taking of all of the Premises and if the Unamortized Capital Investment equals zero (0) dollars at the time of the Taking, then the aforesaid agreement to purchase and sell said leasehold interest shall be null and void; and in that event, this Agreement and all rights granted by this Agreement to the Lessee to use or occupy the Premises for its exclusive use or for its use in common with others at the Airport and all rights, privileges, duties and obligations of the parties in connection therewith or arising thereunder shall terminate as of the date of the Taking, and in that event, the Lessee (except with respect to its personal

property) shall not have any claim or right to claim or be entitled or paid as a result of such Taking, and all rights to damages, if any, of the Lessee (except for damages to its personal property) by reason thereof are hereby assigned to the Port Authority.

(iv) In the event that the Taking covers only a Material Part of the Premises, then the Lessee and the Port Authority shall each have an option exercisable by notice given within ten (10) days after the effective date of such Taking to terminate the letting hereunder with respect to the portion of the Premises not taken, as of the date of such Taking and such termination shall be effective as if the date of such taking were the original date of expiration hereof. If the Port Authority exercises this option, it shall purchase from the Lessee the Lessee's leasehold interest (excluding any personal property whatsoever) in the Premises not taken for a consideration equal to the the Unamortized Capital Investment in the portion of the Premises not taken. If the letting of the entire Premises is not terminated, the rentals after the date possession is taken by the body having a superior power of eminent domain shall be abated.

(c) Condemnation or Taking of a Permanent Interest in Less Than a Material Part of the Public Landing Area.

Upon the acquisition by condemnation or the exercise of the power of eminent domain by a body having a superior power of eminent domain of a Permanent Interest in less than a Material Part of the Public Landing Area, the Port Authority and the Lessee each shall have the right to appear and file claims for damages, to the extent of their respective interests, in the condemnation or eminent domain proceedings, to participate in any and all hearings, trials and appeals therein, and receive and retain such amount as they may lawfully be entitled to receive as damages or payment as a result of such Taking. However, if at the time of such Taking the Unamortized Capital Investment equals zero (0) dollars, in that event, the Lessee (except with respect to its personal property) shall not have any claim or right to claim or be entitled to any portion of the amount which may be awarded as damages or paid as a result of such Taking, and all rights to damages, if any, of the Lessee

(except for damages to its personal property) by reason thereof are hereby assigned to the Port Authority.

(d) Condemnation or Taking of a Temporary Interest in All or Any Part of the Premises or All or a Material Part of the Public Landing Area.

(i) Upon the acquisition by condemnation or the exercise of the power of eminent domain by a body having a superior power of eminent domain of a Temporary Interest in all or any part of the Premises or of a Temporary Interest in all or a Material Part of the Public Landing Area, there shall be no abatement of any rental payable by the Lessee to the Port Authority under the provisions of this Agreement but the Lessee shall have the right to claim and in the event of an award thereof shall be entitled to retain the amount which may be awarded as damages or paid as a result of the condemnation or other Taking of such Temporary Interest, provided, that the Lessee shall be obligated to pay over to the Port Authority all such payments as may be made to the Lessee as damages or in satisfaction of such claim, after deduction of (1) reasonable expenses incurred by the Lessee in the prosecution of such claim; (2) an amount equal to the Unamortized Capital Investment or in the event of a Taking of less than all of the said Premises, an amount equal to the Unamortized Capital Investment properly allocable to the portion of the Premises so taken, to the extent that the same is to be amortized over the period of the Taking; and (3) the then present capitalized value of the Lessee's obligation for rentals thereafter payable during the period of the Taking in respect to the Premises, or, in the event of a Taking of less than all of the said Premises, in respect of the Premises so taken.

(ii) In the event that the Taking covers a Material Part but less than all of the Premises, then the Lessee and the Port Authority shall each have an option, exercisable by notice given within ten (10) days after the effective date of such Taking, to suspend the term of the letting of the portion of the Premises as are not so taken during the period of the Taking, and, in that event, the rentals for such Premises shall abate for the period of the suspension pursuant to Section 8(I)(h). If the

Port Authority exercises the option, it shall purchase from the Lessee the Lessee's leasehold interest (excluding any personal property whatsoever) in the Premises not taken for the period of suspension for a consideration equal to the Unamortized Capital Investment which is to be amortized over the period of such suspension.

(e) Condemnation or Taking of a Temporary Interest in Less Than a Material Part of the Public Landing Area.

Upon the acquisition by condemnation or the exercise of the power of eminent domain by a body having a superior power of eminent domain of a Temporary Interest in less than a Material Part of the Public Landing Area, the Lessee shall not have any claim or right to claim or be entitled to any portion of the amount which may be awarded as damages or paid as a result of such condemnation or Taking, and all rights to damages, if any, of the Lessee, including consequential damages, by reason of such condemnation or Taking, are hereby assigned to the Port Authority.

Section 35. Rights of Entry Reserved

(a) The Port Authority, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times to enter upon the Premises for the purpose of inspecting the same, for observing the performance by the Lessee of its obligations under this Agreement, and for the doing of any act or thing which the Port Authority may be obligated or have the right to do under this Agreement. The Port Authority shall, except in emergencies, provide reasonable prior notice to the Lessee of such entry by the Port Authority into areas of the Premises not open to the general public or to air passengers.

(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 Lessee, or for the benefit of others than the Lessee at the Airport, to maintain existing and future utility, mechanical, electrical and other systems including, without

limitation, the Thermal Distribution System and the Distribution Portion of the Underground Fuel Distribution System (all such systems collectively, the "Utility Systems") and to enter upon the Premises at all reasonable times to make such repairs, replacements or alterations with respect to such Utility Systems as may, in the opinion of the Port Authority, be deemed necessary or advisable and, from time to time, to construct or install over, in or under the Premises new Utility Systems or parts thereof, and to use the Premises for access to other parts of the Airport otherwise not conveniently accessible (any such repairs, replacements, installation, construction, alterations or use for access, a "Utility Servicing"); provided, however, that in the conduct of such Utility Servicing the Port Authority shall (i) not unreasonably interfere with the use and occupancy of the Premises by the Lessee or its sublessees or invitees, (ii) provide reasonable notice of any Utility Servicing (except in cases of emergency), (iii) restore or cause the restoration of any excavation, demolition or other disruption of the Premises conducted as part of the Utility Servicing to its original state (the "Utility Restoration") and (iv) not hold the Lessee responsible for the cost of any Utility Servicing or Utility Restoration.

(c) In the event that any personal property or trade fixtures of the Lessee shall obstruct the access of the Port Authority, its officers, employees, agents, representatives, contractors or furnishers of utilities and other services to any of the Utility Systems, and thus shall interfere with the inspection, maintenance or repair of any Utility System, the Lessee shall move such personal property or trade fixtures, as directed by the Port Authority, in order that access may be had to the Utility System or part thereof for its inspection, maintenance or repair, and, if the Lessee shall fail to so move such property after direction from the Port Authority to do so, the Port Authority may move it and the Lessee hereby agrees to pay the cost of such moving upon demand (payable as a Permitted O&M Expense).

(d) Nothing in this Section shall or shall be construed to impose upon the Port Authority any obligation so to construct or maintain or to make repairs, replacements,

alterations or additions, or shall create any liability for any failure so to do. As against the Port Authority, the Lessee is and shall be in exclusive control and possession of the Premises and, except as expressly provided in this Agreement, the Port Authority shall not in any event be liable for any injury or damage to any property or to any person happening on or about the Premises nor for any injury or damage to the Premises or to any property of the Lessee or of any other person located in or thereon caused by or related to the Utility Systems (other than those occasioned by the affirmative acts of the Port Authority, its employees, agents and representatives).

(e) At any time and from time to time during ordinary business hours within the six (6) months immediately preceding the Expiration Date, the Port Authority, for and by its agents and employees, whether or not accompanied by prospective lessees, occupiers or users of the Premises, shall have the right to enter thereon for the purpose of exhibiting and viewing all parts of the same.

(f) If, during the last month of the letting, the Lessee shall have removed all or substantially all its property from the Premises, the Port Authority may immediately enter and alter, renovate and redecorate the Premises.

(g) The exercise of any or all of the foregoing rights by the Port Authority or others shall not be or be construed to be an eviction of the Lessee and shall not be made the grounds for any abatement of rental nor any claim or demand for damages, consequential or otherwise.

Section 36. Care, Maintenance, Rebuilding and Repair by the Lessee

(a) The Lessee shall repair, replace, rebuild and paint all or any part of the Airport which may be damaged or destroyed by the acts or omissions of the Lessee or of any sublessee or of any member of the Lessee or of those of the officers or employees of the Lessee or of any Sublessee or of any member of the Lessee or of other persons on or at the Premises with the consent of the Lessee or of any sublessee or of any

member of the Lessee (but, as to areas outside of the Premises, only by the acts or omissions of the Lessee or its officers or employees).

(b) The Lessee shall, throughout the term of this Agreement, assume the entire responsibility for, shall perform and shall relieve the Port Authority from all responsibility for all repair, replacement, rebuilding and maintenance (any such repairing, replacing, rebuilding or maintaining, the "Terminal Maintenance") whatsoever in the Premises, whether such Terminal Maintenance be ordinary or extraordinary, partial or entire, inside or outside, foreseen or unforeseen, structural or otherwise, such Terminal Maintenance to be in quality, class, materials and workmanship not inferior to the original and without limiting the generality of the foregoing, the Lessee shall, as part of its obligations to perform the Terminal Maintenance:

(i) Keep at all times in a clean and orderly condition and appearance, the Premises and all the Lessee's fixtures, equipment and personal property which are located in any part of the Premises which is open to or visible by the general public;

(ii) Remove all snow and ice and perform all other activities and functions necessary or proper to make the Premises available for use;

(iii) Take good care of the Premises and maintain the same at all times in good condition in view of the age of the portion of the Premises under consideration and whether the same is to be demolished in connection with the Construction Work to be performed pursuant to Section 18 hereof, except for reasonable wear and tear which does not adversely affect the efficient or the proper utilization thereof;

(iv) Provide and maintain all obstruction lights and similar devices on the Premises, and provide and maintain all fire protection and safety equipment and all other equipment of every kind and nature required by Law (including the New York City Code as provided in Section 14). The Lessee shall enter

into and keep in effect throughout the Term a contract or contracts with a central station alarm company acceptable to the Port Authority to provide continuous and automatic surveillance of the fire protection system on the Premises. The Lessee shall insure that all fire alarm signals with respect to the Premises shall also be transmitted to the Airport's police emergency alarm board or to such other location on the Airport as the General Manager of the Airport may direct. The Lessee's obligations hereunder shall in no way create any obligation whatsoever on the part of the Port Authority;

(v) Take such anti-erosion measures and maintain the landscaping at all times in good condition, including but not limited to periodic replanting, as the Port Authority may require, and perform and maintain such other landscaping with respect to all portions of the Premises not paved or built upon, as the Port Authority may reasonably require;

(vi) Be responsible for the maintenance and repair of all Utility Systems located upon the Premises, or adjacent to the Premises and serving the Premises exclusively. The Port Authority agrees to cooperate with the Lessee in arranging for access by the Lessee to all such Utility Systems;

(vii) Be responsible for appropriate lighting of all Ramp and Apron Areas and for the maintenance and repair of all access roadways, Taxiways and Ramp and Apron Areas located upon the Premises or located adjacent to the Premises and used exclusively by those operating at or occupying the Premises.

Notwithstanding the generality of the foregoing, the Lessee understands and agrees that the Lessee shall be responsible for all paving, lighting, signage, storm drains, culverts, cables, supporting structures, cleaning and snow removal of the ground level and elevated roadways existing and to be constructed on access roadways on Area 2 which serve the Premises exclusively.

(c) If the performance of any of the foregoing repair, maintenance, replacement, repainting or rebuilding obligations of the Lessee requires work to be performed near an active Taxiway or Taxilane or where safety of operations is involved, the Lessee

agrees that it will at its own expense, post guards or take such other appropriate measures as may be directed by the General Manager of the Airport to insure the safety of the work performed thereat.

(d) In the event the Lessee fails to commence to perform any portion of the Terminal Maintenance required by this Agreement within a period of twenty (20) days after notice from the Port Authority so to do in the event that the required work to be accomplished by the Lessee includes Terminal Maintenance other than preventive maintenance, or within a period of one hundred eighty (180) days if Terminal Maintenance to be accomplished by the Lessee involves preventive maintenance only, or fails diligently to continue to completion the Terminal Maintenance required under the terms of this Agreement, the Port Authority may, at its option, and in addition to any other remedies which may be available to it, perform the Terminal Maintenance as set forth in said notice, and the cost thereof determined in accordance with the Port Authority's usual accounting procedures shall be payable by the Lessee upon demand as a Permitted O&M Expense; provided, however, the Lessee may contest said notice pursuant to the dispute resolution procedures set forth in Section 25 as though, for such purpose only and in no other respect, it were a Notice of Default as set forth in Section 25(b)(i)(3) hereof and shall be liable for the payment of such cost to the Port Authority only if the Terminal Maintenance set forth in the notice and performed by the Port Authority was reasonably required as determined by such dispute resolution procedures.

Section 37. Labor Transition

(a) The Lessee shall have no obligation to employ any former, present or future employee of the Port Authority.

(b) Except at set forth in Section 37(c), the Lessee shall have no obligation to the Port Authority or any other party for any payment related to Port Authority employees at the Premises including, without limitation, the cessation or other modification of the employment, or the relocation of such employees. The Lessee shall have no indemnity obligation under

Section 41 with respect to, and the Port Authority shall indemnify and hold harmless the Lessee from and against (and shall reimburse the Lessee for the Lessee's costs and expenses including legal expenses incurred in connection with the defense of), all claims and demands of third persons related to the employment of Port Authority employees at the Premises including, without limitation, the cessation or other modification of the employment, or the relocation, of such employees.

(c) The Lessee agrees to pay the Port Authority on the Effective Date as the liquidated costs related to severance of Port Authority employees.

(d) The Port Authority agrees to make available to the Lessee at no expense to the Lessee from time to time for a period of not more than six (6) months after the Effective Date, Port Authority mechanical and electrical personnel that have knowledge of the mechanical and electrical systems installed at the Premises, to the extent ongoing Port Authority staff requirements permit and the same are otherwise available, to provide training in the maintenance of the Premises as it exists on the Effective Date to the employees, contractors and other representatives of the Lessee.

Section 38. Insurance

PART I: PROPERTY INSURANCE

(a) The Lessee shall at its expense, during the term of this Agreement, insure and keep insured, to the extent of the full cost of replacement in like kind and quality, all buildings, structures, improvements, installations, facilities and fixtures now or in the future located on the Premises (including, but not limited to, the Construction Work set forth in Section 18(b) upon completion thereof) against all hazards and risks of physical loss or damage, including (i) such risks as may now or in the future be included under an all risk policy form of real property insurance (subject to standard policy terms, conditions and exclusions) as may now or in the future be prescribed by the State of New York as of the effective date of the policy under which such insurance is provided and including, but not limited

to, damage or loss by fire, windstorm, cyclone, tornado, hail, explosion, riot, flood, earthquake, civil commotion, aircraft, vehicles and smoke and (ii) 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 standard form as may now or in the future be prescribed by the State of New York as of the effective date of the policy under which such insurance is provided. Notwithstanding the foregoing, coverage for damage or loss due to flood or earthquake may be limited by the Lessee to an amount of not less than $50 million and coverage for damage or loss due to transit or off-site storage may be limited by the Lessee to an amount of not less than $5 million. The Lessee shall furthermore provide additional insurance with respect to the Premises covering any other peril of loss or damage that the Port Authority may at any time during the term of this Agreement cover by carrier, or self-insurance covered by appropriate reserves, at other locations at the Airport upon written notice to the Lessee to such effect, provided that such insurance for this peril is available within the commercial insurance marketplace at the time of the Port Authority's request.

(b) The Lessee shall, during the Term, procure at its expense comprehensive fire, theft and property damage all risk insurance coverage for, and keep insured to the extent of the full replacement value thereof (if replaceable; otherwise, the value thereof) all personal property of the Port Authority in the care, custody and control of the Lessee, including, but not limited to, equipment, trade fixtures and art work.

(c) The insurance coverages described in paragraph (a) above shall insure the Lessee, the Port Authority and the City of New York, as their interests may appear, and shall provide that the loss, if any, shall be adjusted with the Port Authority, and that the proceeds shall be payable to the Port Authority to be held in trust by the Port Authority for the benefit of the Lessee. All said proceeds shall be used for the repair, replacement or rebuilding of the Premises. Said proceeds shall be disbursed by the Port Authority upon the Lessee's request, or upon the request of an entity obligated to repair, replace or rebuild, provided that the Lessee or such entity has obtained the

necessary approvals to repair, replace or rebuild from the Port Authority in accordance with Section 19 of this Agreement. The insurance described in paragraph (b) above shall insure the Lessee and the Port Authority as their interests may appear and shall provide that the loss, if any, shall be adjusted with and payable solely to the Port Authority.

(d) In addition to the foregoing the Lessee shall procure and maintain builder's risk (all risk) completed value insurance covering the Construction Work as set forth in Section 18 during the performance thereof, including material delivered but not attached to the realty. Such builder's risk (all risk) completed value insurance shall be in compliance with and subject to the applicable provisions set forth herein and shall name the Lessee, the Port Authority, the City of New York and the Lessee's contractors and subcontractors (as their interests may appear) and such policy shall provide that the loss shall be adjusted with and payable to the Lessee. The proceeds of such builder's risk (all risk) completed value insurance shall be used by the Lessee for the repair, replacement or rebuilding of the Construction Work, including material delivered but not attached to the realty with any excess not so used paid to and to be the property of the Port Authority.

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

(f) Regardless, however, of the Persons whose interests are insured, the proceeds of all policies covered by this Part I shall be applied with respect to the Premises (not including any personal property of the Port Authority) as provided in Section 39; and the word "Insurance" and all other references to insurance in said Section 39 shall be construed to refer to the insurance which is the subject matter of this Part I, and to refer to such insurance only.

II. Public Liability Insurance

(a) In addition to the obligations set forth in Section 41, and all other insurance required under this Agreement, the Lessee during the term of this Agreement in its own name as insured and including the Port Authority and, for so long as the Passenger Terminal Bonds are outstanding, the Trustee as additional insureds shall maintain and pay the premiums on a policy or policies of (i) public liability insurance, including premises-operations, products liability, host liquor liability, completed operations, explosion, collapse, and underground property damage and independent contractors coverage and with a contractual liability endorsement covering the obligations assumed by the Lessee in Section 41 and covering bodily injury, including death, and property damage liability, common to air terminal operations; none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limits set forth below; and (ii) commercial automobile liability insurance covering owned, non-owned and hired vehicles and providing for coverage in the limits set forth below. As to the said public liability insurance, in lieu of the foregoing requirement with respect to care, custody and control exclusions, the Lessee may elect, in its own name as insured and including the Port Authority as an additional insured to maintain and pay the premiums on a baggage legal liability and a cargo legal liability policy or policies in the limits set forth below.

(b) (i) During the performance of the Construction Work as set forth in Section 18 the Lessee may provide for public liability insurance in connection with the performance of the Construction Work by requiring each contractor engaged by it for the Construction Work to participate in an owner-controlled insurance program to be arranged by the Lessee for, or procure and maintain, public liability insurance including contractual liability insurance.

(ii) Any public liability insurance maintained during the performance of the Construction Work as set forth in Section 18 hereof, whether procured by the Lessee or by a contractor engaged by it as aforesaid, shall not contain any exclusion for bodily injury or sickness, disease or death of any employee of the Lessee or of any of its contractors which would conflict with or in any way impair coverage under the contractual liability

endorsement; further, the Lessee shall provide and maintain or shall require each contractor engaged by it for the said Construction Work, or any portion thereof, to provide and maintain contractor's property and equipment insurance coverage for the full value of such property and equipment with the Port Authority insured thereunder (as its interests may appear).

(c) The aforesaid public liability insurance at all times shall have a limit of not less than $100 million combined single limit per occurrence for bodily injury and property damage liability. The aforesaid commercial automobile liability insurance at all times shall have a limit of not less than $25 million combined single limit per occurrence for bodily injury and property damage liability provided, however, that at all times during the performance of the Construction Work as provided in Section 18 if the aforesaid public liability insurance is subject to an aggregate limit, such aggregate shall not be less than $200 million.

(d) The minimum limits as to the aforesaid baggage legal liability and cargo legal liability policy or policies shall be as follows:

Baggage Legal Liability	$10 Million
Cargo Legal Liability	$10 Million

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

(e) All of the foregoing policy or policies of public liability insurance shall contain an 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 and also contain an endorsement providing that the protections afforded the Lessee thereunder with respect to any claim or action against the Lessee by a third person shall pertain and apply with like effect with respect to any claim or action against the Lessee by the Port Authority and shall also provide or contain an endorsement providing that the protections afforded the Port Authority thereunder and with respect to any claim or action against the Port Authority by the Lessee shall be the same as the protections afforded the Lessee thereunder with respect to any claim or action against the Lessee by a third person as if the Port Authority were the named insured thereunder, but such endorsement shall not limit, vary, change, or affect the protection afforded the Port Authority thereunder as an additional insured. All of the foregoing policy or policies of public liability insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Lessee under Section 41 of this Agreement.

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

III. Other Insurance

(a) In addition to all other insurance required under this Agreement, the Lessee shall procure and maintain throughout the Term, business interruption insurance at least sufficient to cover, and applicable to, payments of Ground Rental, Building Rental and Permitted O & M Expenses that are payable to the Port Authority under the terms of this Agreement for a period of not less than eighteen (18) months, for losses in business revenue that occur when the Premises, or any portion thereof, is unusable due to a casualty caused by any of the risks required to be covered by the property casualty insurance set forth in this Section.

(b) In addition to all other insurance required under this Agreement, the Lessee shall procure and maintain, throughout the Term, if available on a commercially reasonable basis, insurance covering liability for environmental damage and environmental liability containing terms, conditions and exclusions common to such coverages for both gradual and sudden accidental occurrences in a limit of not less than $4 million per occurrence with a deductible of not more than $50,000 per occurrence; provided, however, that coverage for gradual pollution (including seepage and spillage) shall not be required prior to the determination of the Initial Existing Condition for the entire Premises in accordance with Section 42 and, thereafter, such coverage shall only be required to the extent that it is available on the basis set forth above. The Port Authority and the Lessee acknowledge that, as of the Effective Date, gradual pollution coverage is not available on a commercially reasonable basis. The insurance coverage hereunder may be provided by the Lessee on a claims made and/or an occurrence basis.

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

IV. General Insurance Requirements

(a) The policies or certificates representing insurance covered by this Section shall be delivered by the Lessee to the Port Authority prior to the Effective Date except for the builder's risk (all risk) completed value insurance provided for in paragraph I (d) above which shall be delivered at least ten (10) days prior to the commencement of the Construction Work and each policy or certificate delivered shall include a valid provision obligating the insurance company to furnish the Port Authority and the City of New York not less than thirty (30) days' advance notice of the cancellation (except in the event of nonpayment of premium, in which case ten (10) days' advance notice of cancellation will be provided), termination, change or modification of the insurance evidenced by said policy or certificate. Notwithstanding the foregoing, evidence of payment of any insurance coverage obtained as of or prior to the

Effective Date shall be furnished to the Port Authority promptly thereafter. Renewal policies or certificates shall be delivered to the Port Authority prior to the expiration of the insurance which such policies are to renew.

(b) The insurance covered by this Section shall be written by companies approved by the Port Authority, the Port Authority agreeing to provide written notice to the Lessee, upon the Lessee's request, of the reasons it finds such policies unsatisfactory and further covenanting and agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Lessee shall promptly obtain a new and satisfactory policy in replacement, the Port Authority covenanting and agreeing not to act unreasonably hereunder. If the Port Authority at any time so requests, the Lessee shall make available to the Port Authority at a location in the Port of New York District, during normal business hours, the original or a certified copy of the entirety of each of the said policies and shall, upon request, deliver to the Port Authority a certified copy of such portions of said policies pertaining to the coverage hereunder as the Port Authority shall request.

(c) As to the insurance covered by this Section, the Lessee expressly agrees that the Port Authority shall have the right at any time and from time to time to pay directly to the insurance company the premium or premiums on such insurance if the Lessee shall have failed to pay such premium or premiums when due, with notice to the Lessee of the same given concurrently or within a reasonable period of time thereafter, and the Lessee hereby further agrees to reimburse to the Port Authority the amounts of any and all such premium payments made by the Port Authority promptly and no later than thirty (30) days from the date of the Port Authority's submission to the Lessee of a bill or bills for said amounts; further, and to effectuate the foregoing, the Lessee agrees that each policy of insurance shall, without limiting any other term or provision hereof, contain a valid provision obligating the insurance company (i) to submit duplicate copies to the Port Authority of all premium notices,

including without limitation notices of non-payment of premium, said insurance company sends to or is required to send to the Lessee and (ii) to accept payment of any such premium directly from the Port Authority in the event the Port Authority elects to make such payment, upon failure of the Lessee to make any such premium payment prior to its termination or cancellation of such insurance for non-payment of premium. It is further understood and agreed that neither the foregoing sentence, nor any payment made by or not made by the Port Authority hereunder shall or shall be deemed to release or relieve the Lessee from any of the terms, covenants, provisions and conditions under this Agreement or under the Lessee's insurance policy, or to constitute or create any obligation on the part of the Port Authority to the Lessee or the insurance company to make such payment or any other or further payment or payments or to constitute or create any claim or right in the Lessee or any other person to have any such payment or any other or further payment or payments made by the Port Authority.

Section 39. Damage to or Destruction of the Premises

(a) Removal Of Debris. If the Premises, or any part thereof shall be damaged by fire, the elements, the public enemy or other casualty, the Lessee shall promptly remove all debris resulting from such damage from the Premises, and to the extent, if any, that the removal of debris under such circumstances is covered by insurance as provided in Section 38 hereof, the proceeds thereof shall be made available by the Port Authority to and be used by the Lessee for such purpose. Any portion of the cost of such removal not covered by insurance proceeds made available to the Lessee shall be payable as a Permitted O&M Expense or may be funded out of appropriate reserves.

(b) Minor Damage. If the Premises, 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 at least ninety (90) days, the Premises shall be repaired with due diligence in accordance with the plans and specifications for the Premises as they existed prior to such damage and at the expense of the Lessee and if such damage is covered by insurance as provided in Section 38 hereof, the

proceeds thereof shall be made available by the Port Authority to and be used by the Lessee for such repairs.

(c) Major Damage to or Destruction of the Premises. If the Premises, or any part thereof shall be destroyed or so damaged by fire, the elements, the public enemy of other casualty as to be untenantable or unusable for at least ninety (90) days, or if within ninety (90) days after such damage or destruction the Lessee notifies the Port Authority in writing that in its opinion said Premises will be untenantable or unusable for at least ninety (90) days then: The Lessee shall proceed with due diligence to make the necessary repairs or replacements to restore such Premises in accordance with the plans and specifications for the Premises as the same existed prior to such damage or destruction; or, with the approval in writing of the Port Authority, make such other repairs, replacements or changes as may be desired by the Lessee. If such destruction was covered by insurance as provided in Section 38 hereof, the proceeds thereof shall be made available by the Port Authority to and used by the Lessee for such restoration.

(d) Damage to Existing IAB. To the extent any repairs or replacements otherwise required by paragraphs (b) or (c) of this Section are to damage to any part of the Premises not constructed as part of the Construction Work hereunder the Lessee may request that the Port Authority waive the requirement that such repairs or replacements be performed and instead that any insurance proceeds thereof be made available for the performance of the Construction Work hereunder. The Port Authority shall grant the Lessee's request if it is reasonable under the circumstances.

(e) Notwithstanding anything else herein to the contrary, the obligation of the Lessee to remove, repair or replace shall be limited to the amount of the insurance proceeds made available to it for such purposes, provided the Lessee has carried insurance to the extent and in accordance with Section 38 hereof. Notwithstanding any provision herein above to the contrary, both parties agree that all insurance proceeds hereunder shall be expended for the costs of restoration and building on the Premises.

(f) The parties hereby stipulate that neither the provisions of Section 227 of the Real Property Law of New York nor those of any other similar statute shall extend or apply to this Agreement.

Section 40. Joint Periodic Condition Survey

In addition to and without limiting Sections 13, 14, 16, 17, 24, 32, 35, 36, 38, 39, 42 and 64 hereof or any other term, provision, covenant or condition of this Agreement, the Lessee and the Port Authority hereby agree that, in addition to any other inspection of the Premises which may be made under any other Section of this Agreement or otherwise, a Condition Survey (as hereinafter defined) of the Premises shall be conducted by the Condition Survey Contractor (as hereinafter defined) at each of the time periods specified below subject to and in accordance with the following terms and conditions:

(a) As used herein the following terms shall have the following meanings:

(i) "Condition Survey" shall mean an inspection by the Condition Survey Contractor of the Premises, including without limitation the then current state of cleaning, maintenance, janitorial services, painting, structural and nonstructural conditions, surface and subsurface conditions, environmental conditions, lighting of building areas, ramp and apron areas, and the condition of utilities and utility systems, fire-fighting and fire protection equipment and systems, communications and communications systems, antipollution systems and devices, fuel facilities and systems, and the Lessee's fixtures, equipment and personal property, and also including the items mentioned or covered by Sections 13, 14, 16, 17, 36, 42 and 64 of this Agreement;

(ii) "Condition Survey Contract" shall mean and refer to a contract awarded to a Condition Survey Contractor, or entered into between the Port Authority and a Condition Survey Contractor, for the performance by such Condition Survey Contractor of a Condition Survey at any of the applicable times as specified in subparagraph (b) hereof;

(iii) "Condition Survey Contractor" shall mean and refer to the contractor to whom the Condition Survey Contract is awarded pursuant to subparagraph(b) hereof which Condition Survey Contractor shall be a fair, impartial and reputable engineering firm, licensed or authorized to do business in the State of New York;

(iv) "Costs of the Condition Survey" shall mean and include with respect to each Condition Survey all amounts paid or to be paid to the Condition Survey Contractor under the terms of its Condition Survey Contract for, relating to or in connection with Condition Survey work to be performed under the Condition Survey Contract;

(v) "Condition Survey Report" shall mean the report prepared by the Condition Survey Contractor under its Condition Survey Contract after its completion of the Condition Survey work under its Condition Survey Contract including without limitation findings of repair, maintenance, rebuilding and cleaning of the Premises otherwise required pursuant to the terms of this Agreement;

(vi) "Report Date" shall mean the date of the Port Authority's written notice to the Lessee by which the Port Authority delivers to the Lessee the Condition Survey Report.

(b) No earlier than sixty (60) days preceding the expiration of each period consisting of five (5) consecutive years occurring during the Term, beginning with the first such five-year period which commences on DBO and ends on the fifth anniversary of DBO and no earlier than sixty (60) days preceding the last day of the month which constitutes the twelfth month preceding the Expiration Date, the Port Authority may advise the Lessee of a proposed Condition Survey Contract including the name of the proposed Condition Survey Contractor who will perform a Condition Survey. Within thirty (30) days after the Port Authority's notice to the Lessee, the Lessee shall advise the Port Authority in writing of its concurrence or objection to the proposed Condition Survey Contract. In the event the Lessee fails to respond during the said time period, said nonresponse shall be deemed a concurrence and the Port Authority shall

proceed with the said Condition Survey Contract for purposes of performing a Condition Survey. In the event the Lessee notifies the Port Authority of its objections to the proposed Condition Survey Contract or Condition Survey Contractor, the parties hereby agree to consult with each other in good faith to resolve such dispute. If following such consultation the Port Authority and the Lessee do not agree on the terms of a proposed Condition Survey Contract and on a proposed Condition Survey Contractor, the Port Authority may proceed to enter into a Condition Survey Contract with a Condition Survey Contractor.

(c) It is hereby expressly understood and agreed that the selection of each Condition Survey Contractor for the purposes of a Condition Survey and including the award of any Condition Survey Contract to such Condition Survey Contractor shall be subject to and consistent with the Port Authority's policies and practices for the selection and award of similar contracts and the Port Authority shall have as full a right to require the use of competitive bidding and award, or other basis of award, for any such contract as if the work on such contract were being performed solely for the Port Authority; and further that the contract shall contain terms and conditions which are standard to Port Authority contracts or consistent with such standard provisions.

(d) With respect to each Condition Survey, all Costs of the Condition Survey shall be shared equally between the Port Authority and the Lessee. Accordingly, the Lessee hereby agrees to pay to the Port Authority fifty percent (50%) of the Costs of the Condition Survey with respect to each Condition Survey as follows:

(i) The Lessee shall pay to or reimburse the Port Authority for the Costs of the Condition Survey as follows: The Port Authority shall after the completion of the Condition Survey work under a Condition Survey Contract and, if it elects, also from time to time during the course of the performance of the Condition Survey work under such Condition Survey Contract, submit to the Lessee a certificate or certificates setting forth the Costs of the Condition Survey at the date of each such certificate. Within thirty (30) days after the delivery of each

such certificate, the Lessee shall pay to the Port Authority an amount representing fifty percent (50%) of said Costs of the Condition Survey as such amount is set forth in said certificate. Upon its final determination of the Costs of the Condition Survey, the Port Authority shall submit to the Lessee a certificate marked "Final" setting forth the final determination of the Costs of the Condition Survey with respect to each Condition Survey Contract as reduced by any previous payment with respect to such Condition Survey Contract, and the Lessee shall and hereby agrees to pay to the Port Authority within thirty (30) days of such certificate an amount representing fifty percent (50%) of said Costs of the Condition Survey as such amount is set forth in said certificate; provided, however, that neither the foregoing nor any certificate delivered by the Port Authority, nor any payment made by the Lessee shall waive, affect, or impair any right of the Port Authority or the Lessee of review and audit with respect to the Costs of the Condition Survey and with respect to each Condition Survey Contract and provided, further, however, that in the event any such review or audit by the Port Authority or the Lessee requires an adjustment of the Costs of the Condition Survey the Lessee shall be promptly credited with or shall pay to the Port Authority all amounts required by such adjustment.

(ii) Any and all amounts required to be paid by the Lessee hereunder may be added to any installment of rent thereafter due hereunder and each and every part of the same shall be and become additional rent, payable to the Port Authority by the Lessee as a Permitted O&M Expense as set forth in Section 8 hereof.

(e) Within forty-five (45) days after the Report Date, the Port Authority and the Lessee shall consult with one another with respect to the Condition Survey Report and shall ascertain which of the items and actions set forth in the Condition Survey Report, if any, are required to be performed by the Lessee to satisfy its obligations pursuant to Section 36. If the Port Authority and the Lessee fail to agree on the foregoing, the Port Authority may direct the Lessee to perform the items set forth in the Condition Survey Report that in the Port Authority's opinion are so required. The Lessee shall perform the items and actions

which were agreed upon or concerning which the Port Authority issued a direction within the time periods set forth in Section 36 unless otherwise agreed by the parties, it being understood that nothing contained herein shall alter or affect the maintenance and repair standards set forth elsewhere in this Agreement or prevent the Lessee from disputing the need for the performance of such item or action. Notwithstanding the foregoing, any and all items, action or work related to or affecting or involving fire safety, health, structural integrity, life safety, security and other emergency response systems shall be promptly commenced.

(f) The Lessee hereby agrees that the Condition Survey Contractor shall have all rights of entry to the Premises during all reasonable times on reasonable prior notice to the Lessee as appropriate or required to perform or complete the Condition Survey and the Condition Survey Report under the Condition Survey Contract.

(g) It is expressly understood and agreed that neither the provisions of this Section including the right of the Port Authority to have the Lessee perform and complete the work required by the Condition Survey Report, the obligation of the Lessee so to perform and complete such work, or any such performance thereof by the Lessee, any failure of the parties to select a Condition Survey Contractor, any failure of any Condition Survey Contractor to perform and complete a Condition Survey Contract, nor any failure by the Lessee or the Port Authority to pay the Costs of the Condition Survey with respect to any Condition Survey Contract, or any portion thereof, shall or shall be deemed to release, waive, affect, restrict or impair any of the obligations duties, responsibilities or liabilities of the Lessee under any term, provision, covenant or condition of this Agreement nor to limit, waive, affect, restrict or impair any right or remedy of the Port Authority. Without limiting the foregoing, it is expressly understood and agreed that the Lessee shall not postpone or delay any action, maintenance, rebuilding or repair or other item or thing required to be taken by the Lessee under any other section of this Agreement.

Section 41. Indemnity

(a) The Lessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, agents, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's reasonable costs and expenses including legal fees, whether those of the Port Authority Law Department or otherwise, disbursements and other legal expenses incurred in connection with the defense of) all claims and demands, just or unjust, of third persons (including employees, officers and agents of the Port Authority) including, but not limited to, claims and demands for death or personal injuries, or for property damages direct or consequential arising or alleged to arise out of (i) a breach or default of any term or provision of this Agreement by the Lessee, (ii) the use or occupancy of the Premises by the Lessee or by others with its consent, (iii) any other acts or omissions on the Premises of the Lessee or the officers and employees, guests and invitees of the Lessee or of any sublessee or (iv) the acts or omissions of the Lessee elsewhere at the Airport, including as to the foregoing (i), (ii), (iii) and (iv) claims and demands of the City of New York for indemnification arising by operation of law or under the Basic Lease and excepting only claims and demands arising solely from the negligent acts or omissions or the affirmative misconduct of the Port Authority.

(b) The Lessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, agents, employees and representatives from and against (and shall reimburse the Port Authority's reasonable costs and expenses, including legal fees, whether those of the Port Authority Law Department or otherwise, disbursements and other legal expenses involved in connection with the defense of) all claims and demands, just or unjust, of third persons (including employees, officers and agents of the Port Authority) including, but not limited to, claims and demands for death or personal injuries or for property damages direct or consequential arising or alleged to arise out of the performance of the Construction Work (including claims of the City of New York against the Port Authority pursuant to the provisions of the Basic Lease whereby the Port Authority has agreed to indemnify

the City against claims), excepting only claims and demands arising solely from the negligent acts or omissions or affirmative misconduct of the Port Authority with respect to the Construction Work, provided, however, that the Lessee shall not be required to indemnify the Port Authority in connection with the Construction Work as set forth in Section 18 where indemnity would be precluded pursuant to the provisions of Section 5-322.1 of the General Obligations Law of the State of New York.

(c) The Lessee shall have no indemnity obligation under Section 41 with respect to, and the Port Authority shall indemnify and hold harmless the Lessee and its directors, employees, managers and managing directors from and against (and shall reimburse the Lessee for the Lessee's reasonable costs and expenses including legal fees, disbursements and other legal expenses incurred in connection with the defense of) all claims and demands, just or unjust, of third persons arising from or in connection with any occurrence on or related to the Premises taking place during the period prior to the Effective Date except if due to the sole negligence or affirmative misconduct of the Lessee.

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

Section 42. Environmental Obligations

(a) (i) Attached hereto, hereby made a part hereof is an exhibit marked "Exhibit 42.1" constituting Volumes IV through XVII of this Agreement which consists of two reports setting forth the results of soil and water samples taken from the Premises on various dates and setting forth the levels of various

Hazardous Substances in the soil and upper aquifer of the Premises. The first report consists of three (3) volumes dated September 1994 entitled "Aircraft Apron Area Supplemental Subsurface Investigation Summary Report" and was conducted by the Environmental Unit of the Engineering/Architecture Design Division of the Port Authority's Engineering Department and the second report consists of one (1) volume dated January 13, 1997, identified by Job No. 33585-001-175 and entitled, "Preliminary Environmental Baseline Investigation Report JFK: IAB Redevelopment, Jamaica, New York", and was performed for the Lessee by Dames & Moore, all of the aforesaid Hazardous Substances for which the said samples were tested as set forth in Exhibit 42.1 and all of the additional Hazardous Substances which the Lessee shall have tested for in accordance with subparagraph (iii) below and the test results thereof shall have become part of the Lessee's Test Results are hereinafter collectively referred to as the "Analyzed Items".

(ii) Each party hereby represents to the other party that the aforesaid Exhibit 42.1 as attached hereto contains and sets forth test results and reports of subsurface environmental investigations performed at the Premises by or on behalf of such party prior to the execution of this Agreement and for purposes of establishing the Initial Existing Condition as hereinafter defined.

(iii) Further, the Lessee may, subject to the terms and conditions of Section 18 hereof and subject to the coordination requirements of paragraph (b) (iii) below, take other samples from various locations on the Premises so as to produce a fair and representative sampling of the Premises, which samples shall be analyzed by a New York State approved independent laboratory, mutually acceptable to the Port Authority and the Lessee, for petroleum and/or Hazardous Substance characterization and the results thereof shall be set forth in a report prepared by such laboratory and upon delivery of such report and test results to the Port Authority, such report and test results shall become part of Exhibit 42.1 (such test results and reports as and when they shall from time to time become part of Exhibit 42.1 being hereinafter called the "Lessee's Test Results") and of the Initial Existing Condition (as hereinafter

defined in paragraph (a)(iv) hereof) on condition and provided, however that: (1) the said sampling and testing were done in accordance with a methodology approved by the Port Authority, it being understood and agreed that no ground water test results obtained from hydro punches shall become a part of Exhibit 42.1; (2) no part of such test results nor any such report shall become part of Exhibit 42.1 or of the Initial Existing Condition unless all such samples, test results and reports based on such samples are completed and delivered to the Port Authority as soon as practicable but no later than the "Testing Deadline" which, for the purposes of this Section, shall be defined as the last day of the twelfth (12th) full calendar month occurring after the Effective Date with respect to areas of the Premises on which there are no buildings on the Effective Date and with respect to each area of the Premises on which a building exists on the Effective Date, no later than 185 days after such building has been demolished; (3) should such test results and reports list one or more Hazardous Substances not now set forth in Exhibit 42.1 as attached hereto on the Effective Date or indicate a higher level of any of the Analyzed Items set forth in said Exhibit 42.1 then each such Hazardous Substance and each such higher level shall become part of Exhibit 42.1 only if such Hazardous Substances and such higher level were not caused by or did not result from any act or omission of the Lessee or of any of its agents, contractors, sublessees, representatives, or others on the Premises with the Lessee's consent (excluding, however, use by third parties of any right of way through the Premises granted by this Agreement) or over whom the Lessee has control (each of the foregoing acts and omissions being hereinafter called a "Lessee's Act"), the Port Authority having the burden of proof that any such Hazardous Substance and higher level were caused by or resulted from any Lessee's Act; it being expressly understood and agreed that each such newly discovered Hazardous Substance and each such higher level not so made a part of Exhibit 42.1 shall be included within the Lessee's sole responsibilities for Hazardous Substances and remediation under paragraph (c) hereof. The Lessee shall deliver to the Port Authority that portion of the Lessee's Test Results constituting the test results within five (5) working days after receipt thereof by the Lessee from the independent laboratory providing such test results and shall deliver a report based thereon

describing sample locations and procedures within thirty (30) days after the Lessee's receipt of such test results.

(iv) The said reports and test results set forth in Exhibit 42.1 including the Lessee's Test Results and using (1) for ground water a straight line interpolation methodology utilizing principles of hydrogeologic interpretation, and (2) for soil, GEOPACK, an EPA geostatistical software system, for the establishment and interpolation of the levels of the Analyzed Items for all portions of the Premises shall, notwithstanding any other evidence to the contrary, set forth and constitute for all purposes the levels of the Analyzed Items in the soil and upper aquifer in the Premises and are hereinafter called the "Initial Existing Condition", and said reports and test results and the results of any subsequent reports and tests which are made supplemental to or which may supersede those in Exhibit 42.1 or of the applicable portions thereof as provided for in paragraph (f) below as applied by the aforesaid methodology to all portions of the Premises are hereinafter called the "Existing Condition."

(v) Notwithstanding the terms and provisions of paragraph (c) below, with respect to any area of the Premises, until the earlier to occur of (i) the delivery of the Lessee's Test Results to the Port Authority for such area or (ii) the Testing Deadline for such area, the Lessee shall not be responsible for remediation of any Hazardous Substance on such area not caused by nor resulting from any Lessee's Act (subject to the Port Authority's burden of proof described in paragraph (a)(iii) above), it being understood and agreed that, with respect to any area of the Premises, upon the earlier to occur of (i) the delivery of the Lessee's Test Results to the Port Authority or (ii) the Testing Deadline for such area, the Lessee's responsibility for any Hazardous Substance in or on such area shall no longer be as set forth in this subparagraph. It is understood that the Testing Deadline is not a single date for the entire Premises and that the change in responsibility for Hazardous Substances established by this subparagraph will occur on different days in different areas of the Premises.

(vi) It is hereby agreed that notwithstanding anything to the contrary in this Agreement that any test results set forth

in Exhibit 42.1 on the Effective Date, and any of the Lessee's Test Results which shall become a part of Exhibit 42.1 subsequent to the Effective Date, which are based on soil or water samples taken from an area of the Premises in which free product existed at the time such samples were taken shall not constitute a part of the Initial Existing Condition and, notwithstanding the terms and provisions of paragraph (c) below, the Lessee shall not be responsible for remediation of any Hazardous Substance on such area not caused by or resulting from any act or omission of the Lessee or any of its agents, contractors, sublessees, representatives or others on the Premises with the Lessee's consent or over whom the Lessee has control (subject to the Port Authority's burden of proof described in paragraph (a)(iii) above) prior to the delivery to the Lessee of the report and test results for such area provided for in paragraph (f)(i) below. Upon the delivery of such report and test results provided for in paragraph (f)(i) below for any such area, the Lessee's responsibility for any Hazardous Substance in or on such area shall no longer be as set forth in this subparagraph (vi).

(b) (i) It is hereby recognized by the parties hereto that pursuant to an Administrative Consent Order ("ACO") entered into with the New York State Department of Environmental Conservation (herein called the "DEC") on February 22, 1994, remediation of the Initial Existing Condition, including all appropriate borings and wells required for said remediation, is required (which remediation is hereinafter called the "Current Remediation"). Neither the provisions of this Section nor any reference herein to the DEC or any other Environmental Authority as defined in subparagraph (v) below or to the Port Authority's Current Remediation shall be construed as waiving any statutory, regulatory or other rights of the Port Authority or the Lessee under applicable law(s); provided, however, nothing in this paragraph (b) (i) shall or shall be deemed to have altered or affected any of the rights and obligations under this Agreement as between the Lessee and the Port Authority.

(ii) As between the Lessee and the Port Authority, and based on the Lessee's comprehensive plan and design of the Construction Work under Section 18 hereof (as and when approved by the Port Authority), and as further described in and subject

to paragraph (c) below, the Lessee shall not be responsible for the Current Remediation, except that the Lessee shall be responsible for any and all increased expenses including without limitation all costs and expenses relating thereto necessary, required, or appropriate as a result of, caused by, incidental to or triggered by any change in the said Lessee's comprehensive plan or any change in the design, method or scope of the Construction Work required under Section 18 hereof unless such change had theretofore received the prior review and written approval of the Port Authority including the Port Authority's express written consent in a writing signed by the Port Authority's Director of Aviation to the impact of such change on the Current Remediation (which remediation costs and expenses for which the Lessee is so responsible is hereinafter called the "Lessee's Incremental Costs of the Current Remediation"). The Port Authority shall maintain such documentation as is necessary to demonstrate to the reasonable satisfaction of the Lessee the amount of the Lessee's Incremental Costs of the Current Remediation.

(iii) The Port Authority hereby recognizes that the Lessee may be performing the Construction Work, or portions thereof as the case may be, under Section 18 hereof and operating the Premises as permitted under this Agreement concurrently with the performance of the Current Remediation and the Lessee hereby likewise recognizes that the performance of the Current Remediation may occur concurrently with the Lessee's performance of the Construction Work under Section 18, as aforesaid, and its permitted operations on the Premises as a passenger terminal facility. The Port Authority agrees to consult with the Lessee in the scheduling of the Current Remediation and to coordinate such scheduling with the Lessee's scheduling of the Construction Work subject to the requirements of the DEC for the Current Remediation, as aforesaid, so as to provide minimum interference with the Lessee's scheduling of the Construction Work and operation of the Premises and the Lessee likewise agrees to consult with the Port Authority in the Lessee's scheduling of the Construction Work and use of the Premises and to coordinate such scheduling with the Port Authority's (or the DEC's) scheduling of the Current Remediation so as to provide minimum interference with the Current Remediation and to maintain scheduled levels of

remediation activity. Further, the Port Authority and the Lessee hereby agree to cooperate with each other, and to cause each of their respective contractors to cooperate with each other, in the coordination of the scheduling of the Current Remediation by the Port Authority and the performance by the Lessee of the Construction Work under Section 18 hereof and the Lessee's operation of the Premises as provided under this Agreement. Solely for purposes of the foregoing (and not for any right of review or approval by the Lessee) the Port Authority will provide to the Lessee a copy of the remedial work plan or plans, including the scheduling, for the Current Remediation as and when the same are available, at which time the Port Authority will notify the Lessee of the estimated completion dates (if there are phased completion dates) and the estimated completion date of the entire Current Remediation.

(iv) (1) The following terms, when used in paragraph (b)(iv), shall have the respective meanings given below:

(A) "Accelerated Remediation Costs" shall mean Costs incurred for the Accelerated Remediation Work.

(B) "Accelerated Remediation Work" shall mean remediation, other than the Current Remediation, using methodologies to enhance and expedite the Current Remediation in order to reduce or eliminate the need for the Construction Work to be performed using personnel protection equipment pursuant to a health and safety plan that meets applicable OSHA standards.

(C) "Costs" shall mean, when incurred by the Port Authority, the project costs and expenses of the Port Authority as determined by standard Port Authority accounting practices and when incurred by the Lessee shall mean the sum of the following actually paid by the Lessee to the extent that the inclusion of the same is permitted by sound accounting practice:

(x) Amounts paid by the Lessee to independent contractors for work actually performed and

labor actually furnished and material actually delivered; and

(y) Payments made by the Lessee for engineering, architectural, professional and consulting services and supervision, it being understood that payments under this item (y) shall not exceed ten percent (10%) of the amount paid under item (x) above.

(D) "Environmental Cost Advance" shall mean each payment made by the Port Authority pursuant to this Section 42 to the Lessee or any contractor, supplier, subcontractor or any other person engaged by the Lessee or its General Contractor in the performance of any part of the Environmental Work.

(E) "Environmental Costs" shall mean Environmental Dewatering Costs, OSHA Compliance Costs, Accelerated Remediation Costs and Environmental Productivity Costs.

(F) "Environmental Dewatering Costs" shall mean Costs incurred for the Environmental Dewatering Work.

(G) "Environmental Dewatering Work" shall mean transporting and treating ground water that has been dewatered as part of the Construction Work which transporting and treatment is required solely because of the Initial Existing Condition.

(H) "Environmental Productivity Costs" shall mean Costs incurred for the Environmental Productivity Work.

(I) "Environmental Productivity Work" shall mean additional shifts required, or numbers of workers added to a shift, solely as the result of productivity losses due to personnel protection equipment being worn by workers pursuant to a health and safety plan that meets applicable OSHA standards and is required solely by the Initial Existing Condition.

(J) "Environmental Work" shall mean the Environmental Dewatering Work, OSHA Compliance Work, Accelerated Remediation Work and Environmental Productivity Work.

(K) "OSHA Compliance Costs" shall mean Costs incurred for the OSHA Compliance Work.

(L) "OSHA Compliance Work" shall mean personnel protection equipment worn by the Lessee's construction workers to comply with OSHA requirements under a health and safety plan that meets applicable OSHA standards and is required solely because of the Initial Existing Condition.

(2) The Lessee shall undertake to avoid having its Construction Work interfere with the Current Remediation by way of all reasonable precautions, efforts and measures (including planning, scheduling, rescheduling, and including the cooperation and coordination called for under subparagraph (iii) of this paragraph (b) and performing the sampling and testing provided for in subparagraph (iii) of paragraph (a) hereof as soon as practicable to identify areas of the Premises requiring Accelerated Remediation Work), it being understood that the Lessee shall not be obligated to undertake any rescheduling which will result in increased construction costs unless such increased construction costs do not materially increase the total cost of the Construction Work; provided that nothing in this subparagraph shall prevent any such increased construction costs from being treated as Environmental Costs if such increased construction costs are otherwise eligible to be treated as Environmental Costs.

(3) (A) In the event that, notwithstanding such undertakings by the Lessee required by subparagraph (2) above, the Lessee's Construction Work must be performed in an area of the Premises where the Current Remediation is being performed, the Lessee shall notify the Port Authority not less than sixty (60) days prior to the date it will commence its Construction Work in such area of its intent to

commence performance of the Construction Work in such area. The Port Authority, subject to any required approval of the DEC (which the Port Authority shall expeditiously seek to obtain), shall then adjust its schedule for the Current Remediation being performed in such area by discontinuing the Current Remediation when the Lessee commences its Construction Work in such area of the Premises and, as and if required by any Environmental Requirement, resuming such Current Remediation when the Construction Work permits such resumption or install a remediation system that can continue such Current Remediation during or after the Construction Work as the case shall permit or require. The Current Remediation is scheduled to be complete on (i) September 1, 1997 in the area to the west of the West Finger of the existing terminal on the Premises as shown in diagonal hatching on the Exhibit attached hereto, hereby made a part hereof and marked "Exhibit 42.2" and (ii) June 1, 1999 on the remainder of the Premises as shown in diagonal hatching on Exhibit 42.3 (each date in (i) and (ii) being hereinafter called a "Remediation Completion Date"). In the event that the Current Remediation is discontinued in any area of the Premises pursuant to this subparagraph (3) prior to the Remediation Completion Date for such area, the Lessee at its cost and expense shall detach such equipment used in the Current Remediation as is necessary to allow the Construction Work to proceed and, as soon as practicable in light of the progress of the Construction Work, shall reattach or reinstall such equipment as is necessary to resume the Current Remediation; provided that this sentence shall not apply to the interference with the Current Remediation that is anticipated due to the Lessee's excavation of a trench for sewer and utility lines on the western portion of the Premises. In the event that the Current Remediation in any area of the Premises is to be discontinued pursuant to this subparagraph (3) on or after the Remediation Completion Date for such area or as a result of the Lessee's excavation of a trench for sewer and utility lines on the western portion of the Premises prior to the Remediation Completion Date for such area, the Port Authority at its cost and expense shall detach such equipment used in the Current Remediation as is necessary to

allow the Construction Work to proceed. When the Construction Work has been completed to the extent it would permit resumption of the Current Remediation in such area, the Port Authority shall then have the right to reinstall its remediation equipment and systems (to the extent the Lessee is not required to do so) and/or continue the Current Remediation in such area.

(B) In addition to subparagraph (2) above, the Lessee agrees to cooperate with the Port Authority and coordinate the Construction Work with the Port Authority so that, if the Port Authority determines that any remediation equipment or systems must be installed under, prior to or in connection with any Construction Work, such systems and equipment can be installed by the Port Authority before, during and/or in connection with, as appropriate, the performance of the Construction Work over such area.

(4) The Lessee and the Port Authority anticipate that Environmental Costs in an unknown amount will be incurred during the Construction Work and hereby agree that they shall be approved and paid for, and that the work corresponding thereto shall be performed, as follows:

(A) Without limiting the terms and conditions of Section 18 hereof and the application thereof to Environmental Work, in the event that Environmental Costs are required to be incurred or the Lessee desires that they be incurred, the Lessee shall request that the General Manager of the Airport approve such costs pursuant to this Section. Such request shall set forth a description of the proposed work in sufficient detail so that the Port Authority can estimate the cost of and schedule for such work, and shall include a lump sum proposal to perform the work, a detailed, documented statement of the reason that the incurring of such cost is being requested, including, without limitation, the effect on the schedule for the Construction Work and on the cost of the Construction Work, the alternatives that have been considered and why they have been rejected by the Lessee, and what the Lessee has done to avoid having to incur such costs. Such requests for

Accelerated Remediation Work shall be made with respect to any area of the Premises upon the later to occur of (x) at the time of delivery by the Lessee to the Port Authority of the Lessee's Test Results for such area which first indicate the presence of volatiles, free product or Hazardous Substances that would require OSHA Compliance Work in such area or (y) one year prior to the commencement of Construction Work on such area; and such request for OSHA Compliance Work and Environmental Productivity Work shall be made not less than thirty (30) days prior to a contract or change order for such work being entered into by the Lessee; and such request for Environmental Dewatering Work shall be made not less than ninety (90) days prior to the commencement of the proposed Environmental Dewatering Work. The Port Authority shall have thirty (30) days from the receipt of any such request to approve or disapprove the proposed work as Environmental Work hereunder and, at the same time, to advise the Lessee with respect to Accelerated Remediation Work and Environmental Dewatering Work whether the Port Authority shall perform the work or whether the work is to be performed by the Lessee, it being understood and agreed that all OSHA Compliance Work and Environmental Productivity Work shall be performed by the Lessee. All requests made hereunder shall be in writing and no amount shall be included in Environmental Costs unless the General Manager of the Airport has approved in writing that such amount be included in Environmental Costs, it being understood and agreed that the approval of any work pursuant to Section 18 hereof shall not be and not be deemed approval pursuant to this paragraph or approval that the cost of such work shall be included in Environmental Costs hereunder and that in the event that the Port Authority does not approve any proposed Environmental Work and the Lessee has proceeded or proceeds with such work, none of the costs thereof shall be included in Environmental Costs.

(B) It is hereby agreed that the Port Authority shall pay for the first OSHA Compliance Costs and the first Environmental Dewatering Costs up to and including a combined total of

and that the Lessee shall pay for (i) the

first Accelerated Remediation Costs, (ii) the first Environmental Productivity Costs, and (iii) OSHA Compliance Costs and Environmental Dewatering Costs totaling in excess of , up to and including a combined total of
for the costs set forth in (i), (ii) and (iii) as the cost of the construction work; and that the Port Authority shall pay for the next Five Million Dollars of Environmental Costs; and that any remaining Environmental Costs shall be paid for by the Lessee as the cost of the construction work.

(C) Environmental Costs which are to be paid for by the Port Authority for Environmental Work performed by the Lessee shall be paid to the Lessee by the Port Authority within thirty (30) days after receipt by the Port Authority of an application for payment that includes a bill therefor, which bill shall separately state Accelerated Remediation Costs, OSHA Compliance Costs, Environmental Productivity Costs and Environmental Dewatering Costs, provided, however, that such payment shall not in any event be required until the work covered by the bill has been completed, and Environmental Costs which are to be paid for by the Lessee for Environmental Work performed by the Port Authority shall be paid to the Port Authority by the Lessee within thirty (30) days after receipt by the Lessee of the bill therefor, which bill shall separately state Accelerated Remediation Costs, OSHA Compliance Costs, Environmental Productivity Costs and Environmental Dewatering Costs, provided, however, that such payment shall not in any event be required until the work covered by the bill has been completed, provided further, however, the obligation of the Lessee and the Port Authority hereunder to pay the other for Environmental Costs shall be limited in time to Applications for Payment and invoices duly submitted to the other party on or prior to the Final Date. The terms and provisions set forth in paragraphs (m)(C) and (q) of Section 18 hereof regarding auditing and documentation of costs and expenses shall be incorporated into this Section 42 by reference and apply and pertain to Environmental Work performed by the Lessee and Environmental Costs incurred by the Lessee, provided, however, as incorporated into this Section 42, the

term "Environmental Work" shall be substituted for the term "Area 2 Work" and the term "Environmental Cost Advance" shall be substituted for the term "Area 2 Construction Advance" in each and every instance such terms appear therein and, provided, further, however, none of the foregoing shall have any effect on the terms and provisions of said paragraphs (m)(C) and (q) of Section 18 or on the Area 2 Work or on the applicability of said terms and conditions to the Area 2 Work or any Area 2 Construction Advance.

(v) Without limiting the generality of Section 70 hereof, it is agreed that if, upon the occurrence of either of the events set forth in items (x) and (y) of sub-subparagraph (1) below, the Lessee is actually and necessarily delayed, in the sole and reasonable opinion of the Chief Engineer of the Port Authority, in completing the Construction Work under Section 18 hereof by the date set forth in subparagraph (i) (1) of paragraph (d) of said Section 18, then the said required date for completion of the Construction Work shall be extended by the Port Authority to a new date to be set forth in an agreement supplement signed by the Port Authority and the Lessee (the "New Completion Date Agreement Supplement") provided and subject, however, to all of the following terms and conditions:

(1) The cause of the delay (including, but not limited to, a work stoppage) must meet the following conditions: (x) the cause of the delay (including, but not limited to, a work stoppage) must arise, in the sole and reasonable opinion of the Chief Engineer of the Port Authority, from the performance of the Current Remediation; or (y) the cause of the delay (including, but not limited to, a work stoppage) must arise, in the sole and reasonable opinion of the Chief Engineer of the Port Authority, from a new requirement of, or enforcement action arising out of the Existing Condition by, the DEC (or such other applicable governmental agency or agencies, if any, succeeding to or having concurrent jurisdiction with the DEC and which has jurisdiction over the operations of the Port Authority at the Airport or with whose governmental requirements the Port Authority has agreed to conform) (all of the foregoing being hereunder collectively called the "Environmental Authorities") for the Current

Remediation. Notwithstanding any other provision of this Agreement, the period of time granted in any such extension shall be sufficient to allow the Lessee to perform the delayed Construction Work without incurring overtime charges or any other obligation to accelerate the performance of the Construction Work.

(2) In any event, even though a cause of delay (including, without limitation, a work stoppage) meets all the above conditions, an extension shall be granted only to the extent that (x) the performance of the Construction Work is actually and necessarily delayed and (y) the effect of such cause cannot be anticipated and avoided or mitigated by the exercise of all reasonable precautions, efforts and measures (including, without limitation, planning, scheduling and rescheduling and the cooperation and coordination called for under subparagraphs (iii) and (iv) (2) of this paragraph (b)), whether before or after the occurrence of the cause of delay; and an extension shall not be granted for a cause of delay which would not have affected the performance of the Construction Work, or portion thereof, were it not for the fault of the Lessee or any contractor or subcontractor (at any tier) of the Lessee or for other delay for which the Lessee or any contractor or subcontractor (at any tier) of the Lessee is not entitled to an extension of time.

(3) The period of any extension of time shall be that necessary to make up the time actually lost, subject to the provisions of this subparagraph (v), and shall be only for the portion of the Construction Work actually delayed. The Chief Engineer of the Port Authority may defer all or part of its decision on an extension and any extension may be rescinded or shortened if it subsequently is found that the delay can be overcome or reduced by the exercise of reasonable precautions, efforts and measures (including, without limitation, the coordination and cooperation called for under subparagraph (iii) of this paragraph (b) and those set forth in sub-subparagraph (2) of this subparagraph).

(4) Except as expressly provided in sub-subparagraph (iv)(4)(B) of this paragraph (b), the Port Authority shall not in any event have any liability or obligation to the

Lessee or to any other person, party or entity, including without limitation any contractor or subcontractor (at any tier) of the Lessee, for any increase in the costs of the Construction Work, or any portion thereof, or for any remedy or damages, monetary or otherwise, at law or in equity, arising from, relating to or in any way in connection with any such delay (including stoppage); nor shall any such cause, delay or stoppage result in or entitle the Lessee to any abatement, reduction, diminution or suspension of any rental or other payment obligation hereunder.

(5) (x) As a condition precedent to an extension of time, the Lessee shall give written notice to the Chief Engineer of the Port Authority promptly after the time when the Lessee knows of any cause which might result in delay for which it claims an extension of time (including those causes which the Port Authority is responsible for or has knowledge of), specifically stating that an extension is or may be claimed, identifying such cause and describing, as fully as practicable at the time, the nature and expected duration of the delay and its effect on the various portions of the Construction Work. Since the possible necessity for an extension of time may materially alter the scheduling, plans and other actions of the Port Authority, and since, with sufficient opportunity, the Port Authority might, if it so elects, attempt to mitigate the effect of a delay for which an extension of time might be claimed, and since merely oral notice may cause disputes as to the existence or substance thereof, the giving of written notice as above required shall be of the essence of the Lessee's rights and obligations hereunder and failure of the Lessee to give written notice as above required shall be a waiver of an extension of time unless the ability of the Chief Engineer of the Port Authority to evaluate whether the conditions set forth in sub-subparagraphs (1) and (2) have been met and the period of the extension, if any, has not been actually prejudiced by such failure.

(y) It shall in all cases be presumed that no extension of time is due unless the Lessee shall affirmatively demonstrate to the satisfaction of the Chief Engineer of the Port Authority that it is. To this end, and in addition to and without limiting any other term or

provision of this Agreement, the Lessee shall maintain adequate records supporting any claim for an extension of time, and in the absence of such records, the foregoing presumption shall be deemed conclusive.

(6) In the event the Lessee is granted an extension of the time required for the completion of the Construction Work pursuant to and under this subparagraph (v), the extended date for the completion of the Construction Work shall be set forth in a New Completion Date Agreement Supplement which New Completion Date Agreement Supplement shall be effective only upon full execution and delivery by the parties hereto.

(c) (i) Without limiting the generality of Section 2 or of paragraph (b) hereof or any other term or provision of this Agreement, the Lessee agrees to accept the Premises "as is" and, except as set forth in sub-subparagraphs (1) through (5) below, to be solely responsible for any and all Hazardous Substances, and any and all soil and ground water or other contamination and remediation (including without limitation the Lessee's Incremental Costs of the Current Remediation) thereof, in and on the Premises including without limitation all risks, claims, penalties, costs and expenses of any kind whatsoever relating thereto, and all Environmental Requirements and all Environmental Damages. Except as set forth in and subject to paragraph (d) hereof, the Lessee shall not be responsible for the following remediation of Hazardous Substances or any Environmental Requirements relating thereto in and on the Premises:

(1) the Existing Condition except for the Lessee's Incremental Costs of the Current Remediation and except as set forth in paragraphs (b)(iv)(4)(B),(d) and (m) hereof;

(2) Hazardous Substances in the soil and ground water caused by the acts and omissions of the Port Authority;

(3) Hazardous Substances on the Premises to the extent caused solely by the flow of ground water or the leaching of soil from outside the Premises;

(4) Levels of Analyzed Items above the Existing Condition and remediation of Hazardous Substances which are not Analyzed Items existing in or on the Premises prior to the Effective Date which are discovered subsequent to the establishment of the Initial Existing Condition which the Lessee has been able to prove to the reasonable satisfaction of the Port Authority in fact existed in or on the Premises prior to the Effective Date except that if the Lessee proceeds with a Future Project without a Future Remediation Supplement (as such terms are defined in and more fully described in subparagraph (d) below) and Hazardous Substances which are not Analyzed Items or level(s) of Analyzed Items above the Existing Condition are discovered in the course thereof the Lessee shall be solely responsible for each such Hazardous Substance and increased level including without limitation remediation thereof and Environmental Requirements relating thereto; or

(5) remediation of soil excavated by the Lessee in order for it to perform the Construction Work pursuant to and under Section 18 hereof and during the course of the Construction Work under Section 18 hereof and which soil is not used at the Site (as described in Section 18 hereof); provided that (i) the Lessee shall deliver such soil at its expense to an on-Airport location as designated by the Port Authority and (ii) the Lessee shall be responsible for any Hazardous Substance in such soil that was caused by or resulted from any act or omission of the Lessee or of any of its agents, contractors, sublessees, representatives or others on the Premises with the Lessee's consent or over whom the Lessee has control (subject to the Port Authority's burden of proof described in (a)(iii) above).

(ii) In addition to sub-subparagraphs (1) through (5) above, the Lessee shall not be responsible for any personal injury, including death, or injury to human health or the environment, or property damages which occurred prior to the Effective Date arising out of any Hazardous Substances in or on the Premises.

(d) Without limiting any other term or provision of this Agreement, if the Lessee wishes to perform any construction or alteration work on or in the Premises other than the Construction

Work under and as defined in Section 18 hereof, each such construction or alteration project or work exclusive of the Construction Work under Section 18 hereof being herein called a "Future Project", (it being expressly understood and agreed that this paragraph (d) shall not apply to the said Construction Work under Section 18 of this Agreement) and to request that the Port Authority share in the cost and obligation of remediation of the Analyzed Items at or below the Existing Condition to be performed as part of or in connection with such Future Project (which remediation is hereinafter called the "Future Work Remediation"), the Lessee shall so notify the Port Authority, such notice to be given in accordance with the terms and provisions of Section 80 of this Agreement, prior to or upon its submission to the Port Authority of its alteration or construction application covering such Future Project. After receipt of such notice the Lessee and the Port Authority shall meet and discuss what remediation is to be performed as part of and in connection with such Future Project and how such remediation of the Analyzed Items at or below the Existing Condition will be accomplished and paid for. The Lessee and the Port Authority understand and agree that it is not the intention of the Port Authority to hereby approve any Future Project nor to agree or imply agreement or obligate itself to approve any Future Project or to perform, pay or reimburse the Lessee for the cost of any remediation of the Existing Condition or any portion thereof and that any such agreement and obligation on the part of the Port Authority can arise only upon specific acceptance thereof and agreement thereto by the Port Authority in writing in an agreement supplemental to this Agreement (which supplemental agreement to this Agreement is herein called a "Future Work Remediation Supplement"). The Lessee understands that the agreement of the Port Authority to pay for or perform any remediation for a Future Project and to enter into a Future Work Remediation Supplement shall be at its sole and complete discretion; that the Port Authority may approve a Future Project without agreeing to assume any obligation with respect to the remediation associated therewith; and that any agreement of the Port Authority to assume any obligations with respect to any remediation may be subject to the specific approval of the Board of Commissioners of the Port Authority and the veto of either the Governor of the State of New York or the Governor of the State of New Jersey. If there is a Future Work Remediation Supplement for

a Future Project, then the performance of and payment for the Future Work Remediation performed as part of and in connection with such Future Project shall be as set forth therein. However, if the Lessee proceeds with any Future Project pursuant to an agreement supplemental to this Agreement or an approved Tenant Alteration Application or otherwise without a Future Work Remediation Supplement, the Lessee shall be responsible for the performance, payment and costs of any and all of the remediation for or in connection with such Future Project. Without limiting the terms and provisions of Section 18 or Section 19 of this Agreement, nothing in this paragraph (d) is intended to or shall obligate the Lessee to proceed with any Future Project.

(e) Without limiting the generality of the provisions of Section 35 of this Agreement, the Port Authority and its contractors, representatives and designees (including without limitation representatives of the Environmental Authorities) shall have the right but not the obligation to enter upon the Premises upon forty-eight (48) hours' notice (or such shorter notice period as may be required by the DEC or such Environmental Authorities) to the Lessee to conduct testing and related activities from the wells made by borings referred to in paragraph (a) above, to make additional borings and wells outside the structures on the Premises unless required by law to be inside a structure and to conduct testing and related activities therefrom, and to perform such activities as shall be necessary to perform the Current Remediation as and to the extent set forth in paragraph (b) above and to otherwise remediate the Premises to the extent the Lessee is not required to do so by this Section including, but not limited to, conducting pumping from the wells referred to in this Section. Without limiting the terms and conditions of paragraphs (b)(iii) and (b)(iv)(2) hereof, in the exercise of the foregoing rights the Port Authority shall not unreasonably interfere with the use and occupancy of the Premises by the Lessee. Except as set forth in paragraphs (b) (ii) and (b)(iv)(4)(B), the Port Authority shall be solely responsible for any cost or expense of any work performed by it on the Premises under this paragraph. At the conclusion of such entry upon the Premises pursuant to this paragraph, all equipment, drill cuttings, produced waters and other materials and wastes used or

generated during entry upon the Premises shall be removed from the Premises by the Port Authority.

(f) (i) At the conclusion of each phase of the Current Remediation, the Port Authority shall take soil and groundwater samples from various locations on the Premises so as to produce a fair and representative sampling of the area of the Premises where the Current Remediation has been conducted and these samples shall be tested for all Analyzed Items and the results of such samples and tests shall be set forth in a report and delivered to the Lessee.

(ii) After any Person performs any remediation on the Premises, other than the Current Remediation, such Person, the Lessee or the Port Authority may but shall not be obligated to, subject to the terms and provisions of Section 19 hereof, sample and test the soil and/or aquifer of the Premises in the area that was remediated for any or all Analyzed Items and set forth the results of such samplings and tests in a report. Any such report and test results, or any report and test results delivered to the Lessee pursuant to subparagraph (i) above, shall be referred to for purposes of this subparagraph as a "Remediation Completion Report". Upon delivery of a Remediation Completion Report to the Lessee and the Port Authority, such Remediation Completion Report shall (A) supersede and replace Exhibit 42.1 or the applicable portions thereof if such test or tests results and reports are of samples of Analyzed Items taken from the same well or boring or a new well or boring which is immediately adjacent to such well or boring and shall (B) supplement Exhibit 42.1 or the applicable portions thereof if the test or tests results and reports would not supersede any test or tests results and reports in Exhibit 42.1 as aforesaid, and the said results of such report setting forth the levels of the Analyzed Items in the soil and/or aquifer of the Premises together with those portions of Exhibit 42.1 which have not been replaced shall upon such delivery to the Lessee and the Port Authority be and be deemed to be the "Existing Condition" under this Section; provided, however, and notwithstanding the foregoing, in no event except as set forth in paragraph (c) (i) (4) above shall the level of any Analyzed Item in any Existing Condition be above the level for such Analyzed Item as set forth in any previous Existing Condition or the

lowest level to which such Analyzed Item has been remediated, and, provided further, any such test results and report covering Analyzed Items for which the Lessee is responsible pursuant to and in accordance with this Agreement shall not become a part of or supplement Exhibit 42.1

(g) Without limiting the generality of the provisions of Section 14 of this Agreement but subject to the Lessee's right to commence the Construction Work in accordance with subparagraph (b)(iv)(3) above, the Lessee agrees to protect and maintain the wells referred to in paragraphs (a) and (e) above and made as part of the Current Remediation or the Accelerated Remediation Work and shall repair any damage thereto not caused by the activities of the Port Authority or its designees, if any, pursuant to the provisions of this Section. If in connection with the Construction Work under Section 18 hereof it is necessary to fill any of the said wells but subject to the Lessee's right to commence the Construction Work in accordance with paragraph (b) (iv)(3) above, then, provided that such filling is permitted or approved by the Port Authority and provided that the Current Remediation may in the determination of the Port Authority proceed with a replacement well or wells, the Lessee shall perform all work (other than the filling of the well or wells) necessary or required for a replacement well or wells in accordance with the terms and provisions of this Agreement and the related Construction Application(s) to be submitted by the Lessee covering such work in accordance with Section 18 hereof, as the same may be approved by the Port Authority. The obligation of the Lessee to protect and maintain the wells as set forth in the first sentence of this paragraph (g) shall be deemed to also pertain and apply to any and all such replacement wells.

(h) Nothing in this Section shall limit, modify or otherwise alter the rights and remedies which the Port Authority or Lessee may have against third parties at law, equity or otherwise.

(i) Without limiting or affecting any other term or provision of this Agreement, the terms and provisions of this Section shall survive the expiration or termination of this Agreement.

(j) Without limiting the Lessee's obligations elsewhere under this Agreement to comply with all laws, ordinances, governmental rules, regulations and orders and as part of the Lessee's fulfillment of the foregoing obligations, the Lessee understands and agrees that, except as set forth in sub-subparagraphs (1) through (5) of paragraph (c)(i) of this Section, it shall be obligated, at its cost and expense, to comply with all Environmental Requirements which are applicable to or which affect (i) the Premises, (ii) the operations of the Lessee at the Premises or others at the Premises with the consent of the Lessee or over whom it has control, (iii) the Lessee's operations at the Airport, (iv) the occupancy and use of the Premises by the Lessee or by others with its consent or over whom it has control, or (v) any Hazardous Substance which has migrated from the Premises.

(k) Without limiting any other of the Lessee's obligations under the Lease, the Lessee agrees, unless otherwise directed by the Port Authority, to provide the General Manager of the Airport, at the cost and expense of the Lessee and at any time during or subsequent to the term of this Agreement, with such information, restrictions, permits, documentation, records, correspondence, notices, reports, test results, certifications and any other information as the Port Authority shall request in connection with any Environmental Requirements or Environmental Damages. In addition, in the event the Lessee shall not have submitted any information, permits, documents, records, correspondence, notices, reports, test results, certifications or other submissions required to be submitted to a Government Agency in connection with any Environmental Requirements or Environmental Damages for which the Lessee is responsible hereunder and continues such failure for five (5) working days after notice from the Port Authority, then the Lessee shall promptly acknowledge, swear to, sign or otherwise fully execute any of the foregoing when and as directed by the Port Authority and the Lessee agrees that in such event any of the foregoing may be filed by the Port Authority with the appropriate Governmental Agency on behalf of the Lessee at the Lessee's cost and expense. Further, the Lessee agrees, unless otherwise directed by the Port Authority, to provide the General Manager of the Airport with copies of all information, documentation, records,

correspondence, notices, certifications, reports, test results and all other submissions provided by the Lessee to a Governmental Authority and by a Governmental Authority to the Lessee within two (2) business days that the same are made available to or received by the Lessee with respect to any Environmental Requirements.

(l) Without limiting the generality of any provision of this Agreement, in the event that any Environmental Requirement sets forth more than one compliance standard, the Port Authority shall have the right at any time and from time to time, acting in its sole discretion and without any obligation whatsoever to the Lessee or otherwise to do so, to designate any level or levels or standard or standards of remediation permitted or required under any Environmental Requirement, and such designation shall be binding upon the Lessee with respect to its obligations under this Agreement with respect to Environmental Requirements, provided, however, that in the event that any Environmental Requirement or Government Agency would permit one or more Analyzed Item to remain in the soil or upper aquifer of the Premises above the levels set forth in the Existing Condition, the Lessee shall remediate each such Analyzed Item down to the Existing Condition promptly upon receipt of knowledge of such increase, provided, further, however, nothing in this paragraph (l) shall require or be construed to require the Lessee to remediate any Analyzed Item below the Existing Condition except as otherwise required by this Agreement.

(m) It is hereby understood and agreed that the Lessee's obligations under this Agreement shall not be nor be deemed to be affected in any way whatsoever if any Hazardous Substance for which by the terms of this Agreement the Lessee is not responsible for remediating or cleaning-up, is or will be remediated or cleaned-up by the Lessee in whole or in part in the fulfillment of the Lessee's obligations under this Agreement, whether due to the fact the Lessee cannot clean-up or remediate one or more Hazardous Substances for which it is responsible to remediate or clean-up without remediating one or more Hazardous Substances for which it is not responsible for remediating or cleaning-up or due to cost or expedience or for any other reason, and in no event shall the Port Authority have any responsibility

for such clean-up or remediation including without limitation any obligation to share in the cost of such clean-up or remediation.

(n) The Lessee shall not dispose of, release or discharge nor permit anyone to dispose of, release or discharge any Hazardous Substance on the Premises or at the Airport except that the Lessee may release or discharge de-icing fluids utilized in the ordinary course of business so long as such release or discharge is not a violation of any Environmental Requirement or the Port Authority Rules and Regulations Port Authority. Any Hazardous Substance disposed of, released or discharged by the Lessee (or permitted by the Lessee to be disposed of, released or discharged) at the Airport shall, upon notice by the Port Authority to the Lessee and subject to the provisions of Section 19 hereof, be completely removed and/or remediated by the Lessee, provided, however, the foregoing shall not apply to releases and discharges which are in compliance with Environmental Requirements and the Port Authority Rules and Regulations of de-icing fluids utilized in the ordinary course of business in connection with a permitted use on the Premises or the Airport and the obligation to remove and remediate such de-icing fluids shall be as required by and in accordance with Environmental Requirements and the Port Authority Rules and Regulations instead of as set forth in the foregoing. In addition to the foregoing and the Lessee's obligations pursuant to paragraph (j) above and notwithstanding the terms and provisions of Section 32, upon the cessation of the letting hereunder or any portion thereof, whether such cessation be by termination, expiration or otherwise, no level of any Analyzed Item shall exceed the level of such Analyzed Item as set forth in the Existing Condition (the amount of the increase, if any, of each and every Analyzed Item above the Existing Condition being hereinafter collectively called "Analyzed Item Increases"). The Lessee covenants and agrees on or before the cessation of the letting and subject to the provisions of Section 19 hereof and the relative responsibilities of the Lessee and the Port Authority set forth in paragraph (c) above, to remove and/or remediate all Analyzed Item Increases down to the Existing Condition and to completely remove and/or remediate all Hazardous Substances which are not Analyzed Items and for which the Lessee is responsible pursuant to paragraph (c) above.

(o) Attached hereto, hereby made a part hereof and identified as "Exhibit 42.4" is a copy of Long Island Well Permit No. 2-6308-00019/00005-0 effective for the period November 2, 1995 through December 31, 2000 issued by the DEC to the Port Authority covering the installation and operation of temporary dewatering systems associated with the Central Terminal Area redevelopment program at the Airport (which permit as the same may be extended or superseded or replaced by another dewatering permit, is hereinafter called the "Dewatering Permit"). The Lessee has requested that it be permitted to conduct dewatering performed by it in connection with the Construction Work to be performed by the Lessee under Section 18 hereof under and pursuant to the Dewatering Permit. The Port Authority hereby grants its permission for the Lessee to perform dewatering performed by it in connection with the Construction Work under and pursuant to the Dewatering Permit on the following terms and conditions, provided, however, the permission granted hereunder with respect to any extension of or replacement or succeeding permit to Permit No. 2-6308-00019/00005-0 shall not be effective if the conduct of dewatering thereunder by the Lessee would be a violation of such permit:

(1) The Lessee shall comply with all the terms and conditions of the Dewatering Permit and with all additional requirements of the DEC in connection with dewatering performed by the Lessee under the Dewatering Permit, provided, however, the Lessee shall not dewater more than 600,000 gallons per day under the Dewatering Permit for the duration of the permit.

(2) The Lessee agrees to assume all risks arising out of its performance of dewatering under the Dewatering Permit and, without limiting the generality of any other term or provision contained in this Agreement, shall indemnify, hold harmless and reimburse the Port Authority, its Commissioners, officers, employees and representatives from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including, without limitation, legal costs and expenses incurred in connection with the defense of) all claims and demands, penalties, fines, liabilities (including, without limitation, strict liability), settlements, attorney and

consultant fees, investigation and laboratory fees, cleanup and remediation costs, court costs and litigation expenses, damages, judgements, losses, costs and expenses, including, without limitation, claims for personal injury, including death, and property damage, of whatsoever kind or nature and whether known or unknown, contingent or otherwise, just or unjust, groundless or foreseeable or otherwise arising or alleged to arise out of, or any way related to the use of the Dewatering Permit by the Lessee. If so directed, the Lessee shall at its own expense defend any suit based upon the foregoing, and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(3) Notwithstanding special condition No. 3 of the Dewatering Permit, the Lessee shall submit to the Supervisor, Permits and Government Approvals of the Port Authority's Environmental Engineering Division all information required by special condition No. 3 of the Dewatering Permit at least 60 (sixty) days prior to commencement of construction under each individual contract pursuant to which dewatering shall be performed by the Lessee.

(4) The Lessee shall obtain all laboratory analyses and maintain all volume logs required by the Dewatering Permit or by the DEC in connection with dewatering performed by the Lessee pursuant to the Dewatering Permit.

(5) Monthly volume logs, water quality results, visual inspection logs and photographs required by special conditions Nos. 8 and 9 of the Dewatering Permit are to be submitted by the Lessee to the Supervisor, Permits and Government Approvals of the Port Authority's Environmental Engineering Division by the 10th (tenth) day of the month following the month in which the foregoing are recorded or obtained.

(6) The permission granted pursuant to this paragraph (o) for the Lessee to perform dewatering pursuant to the Dewatering Permit may be revoked by the Port Authority upon twenty-four (24) hours' notice to the Lessee if the Lessee fails, within seven (7) days after receipt by the Lessee of notice of default from the Port Authority identifying the breach or breaches of this paragraph (o), to cure any default of the terms and conditions of this paragraph (o) so identified.

Section 43. Airline Subleases.

(a) (i) The Lessee has submitted, and the Port Authority has approved, a comprehensive plan for the subleasing of the Premises for passenger air transportation-related uses (the "Airline Leasing Plan"), setting forth, *inter alia*, the types of services the Lessee will provide and providing for a pricing structure based on the following categories of Aircraft Operators and operations:

(1) "Signatory Carriers", which are air carriers guaranteeing a minimum annual payment and/or a minimum level of passenger traffic, and executing use agreements for a term of the lesser of

(x) fifteen (15) years and

(y) the period remaining in the Term (less one day), if such period is less than fifteen (15) but more than three (3) years;

"Contract Carriers", which are air carriers guaranteeing a minimum annual payment and/or a minimum level of passenger traffic, and executing use agreements for a term of the lesser of

(x) three (3) years and

(y) the period remaining in the Term (less one day), if such period is less than three (3) years but more than one (1) month;

"Independent Carriers", which are air carriers executing agreements on a month-to-month or per use basis; and

"Occasional Arrivals", which are air carriers not having agreements with the Lessee;

with Contract Carriers being charged a premium over Signatory Carriers, Independent Carriers being charged a premium over Contract Carriers and Occasional Arrivals being charged a premium over Independent Carriers; and

(2) "Peak" and "Off-Peak" periods, with discounts to all carriers, irrespective of carrier category, with respect to operations during Off-Peak periods on a per enplaned passenger basis; and

(3) "Domestic" service and "International" service; and

(4) "Arrivals Only" service, which is service in which passengers are disembarked at the Premises, and "Arrivals and Departures" service, which is service in which passengers are both embarked from and disembarked at the Premises.

(ii) The Airline Leasing Plan shall be subject to the approval of the Port Authority, as provided in this Section. The Lessee shall submit to the Port Authority for its written approval at annual intervals during the Term (or more frequently if desired by either party) a revised Airline Leasing Plan, which shall contain the information enumerated in subparagraph (i) above. The Port Authority shall, within thirty days after its receipt of a proposed revised Airline Leasing Plan, advise the Lessee in writing of the Port Authority's approval, conditional approval or disapproval. In the event of disapproval, the reasons therefor shall be stated, and the Lessee may thereafter submit for Port Authority approval an appropriately modified proposed revised Airline Leasing Plan. Unless and until a revised Airline Leasing Plan shall have been approved by the Port

Authority in the foregoing manner, the Airline Leasing Plan previously approved and then in effect shall continue in effect.

(iii) Subject to the Port Authority's prior written consent, if required pursuant to Section 5 above, the Lessee, throughout the Term, shall enter into Subleases with Signatory, Contract and Independent Carriers (any such Sublease, an "Airline Sublease") in accordance with the Airline Leasing Plan.

(b) The Lessee shall, prior to entering into any Airline Sublease or furnishing any services hereunder, prepare and furnish to the Port Authority a schedule, consistent with the Airline Leasing Plan, of rates and charges for the services the Lessee will perform. All subsequent changes in the schedule shall be submitted to the Port Authority prior to the effective date or dates thereof. The Port Authority shall have the right to disapprove or otherwise reject or require modifications to such schedule of rates and charges only to the extent that the rates and charges set forth therein are not fair and reasonable and unjustly discriminate between Aircraft Operators. The Lessee covenants and agrees to adhere to the charges shown on the schedule, and to refund promptly to the customer, upon demand of the Port Authority, any charge or charges made in excess of those shown on the schedule as a Permitted O&M Expense.

(c) (i) The Premises shall be made available as an air terminal for public use, on fair and reasonable terms, at fair and reasonable prices and without unjust discrimination, to all types, kinds and classes of aeronautical users, to the extent permitted herein. Specifically, but without limitation, the following shall be required:

(1) each air carrier using the Premises shall be subject to such substantially comparable and not unjustly discriminatory rates, fees, rentals and other charges and such substantially comparable and not unjustly discriminatory rules, regulations and conditions as are applicable to all such air carriers making similar use of the Premises and using similar facilities, subject to reasonable classifications such as "tenants" and "nontenants", and any classification or status such as

design and make such changes or modifications in the New Airport Roads and Parking Improvements Work and the Area 2 Utility Line Construction as may be required by the Port Authority, from time to time during construction, which changes and modifications will become a part of the Construction Application. Furthermore, the New Airport Roads and Parking Improvements Work and the Area 2 Utility Line Construction will be performed in accordance with and subject to any procedures which may be imposed by the General Manager of the Airport consistent with Airport-wide procedures. The Port Authority shall have the right to approve in writing such work or services. With respect to such work or services, the Port Authority shall have the right to disapprove the costs of any portion of such work or services, if such costs exceed the amounts set forth in the Project Cost Plan specified in paragraph (o) hereof for such portion of work or services. It being understood and agreed that (i) the Port Authority shall be responsible for all additional cost including applicable soft costs and actual costs for schedule delay, to the On-Premises Work which are directly impacted by any changes and modifications in the New Airport Roads and Parking Improvements Work required by the Port Authority, provided that the Lessee shall have prepared and submitted to the Port Authority a proposed change order covering such changes and modifications and the additional costs thereof, and the Port Authority shall have approved such proposed change order; and (ii) the Lessee shall be responsible for all additional costs, including applicable soft costs and actual costs for schedule delay, to the New Airport Roads and Parking Improvements Work which are directly impacted by any changes and modifications in the On-Premises Work required by the Lessee and not relating to the recommendations of the Port Authority, provided that the Lessee shall have prepared and submitted to the Port Authority a proposed change order covering such changes and modifications and the additional costs thereof, and the Port Authority shall have approved such proposed change order.

(f) The Lessee wishes to commence construction of portions of the Construction Work prior to the approval by the Port Authority of the Lessee's complete Contract Documents (other than Change Orders after the final approval of the plans and specifications by the Port Authority which is anticipated to

occur in April, 1998) and plans and specifications pursuant to paragraph (c) hereof and the Port Authority has no objection thereto. The Lessee agrees all such work shall be performed subject to and in accordance with the following terms and conditions:

(i) The performance by the Lessee of the work as aforesaid will be at its sole risk and if for any reason the plans and specifications for the Construction Work are not approved by the Port Authority (the Port Authority agrees that its review shall be consistent with the design assumptions of previously approved plans and specifications) or if the approval thereof calls for modifications or changes in the work undertaken by the Lessee, the Lessee will, as directed by the Port Authority, either restore the area affected to the condition existing prior to the commencement of any such work or make such modifications and changes in any such work as may be required by the Port Authority.

(ii) Nothing contained hereunder shall constitute a determination or indication by the Port Authority that the Lessee has complied with applicable Law, including but not limited to those of The City of New York, which may pertain to the work to be performed.

(iii) The work will be performed in accordance with and subject to the terms, indemnities and provisions of this Agreement covering the Construction Work and with the terms and conditions of any Construction Application approved by the Port Authority.

(iv) In the event that the Lessee shall at any time during the construction of any portion of the Construction Work under this paragraph (f) fail, in the opinion of the General Manager of the Airport, to comply with all of the provisions of this Agreement with respect to the Construction Work or the Construction Application or be, in the opinion of the General Manager, in breach of any of the provisions of this Agreement or the Construction Application, the Port Authority shall have the right, acting through said General Manager to cause the Lessee to cease all or such part of the Construction Work as is being

performed in violation of this Agreement or the Construction Application. Upon such written direction from the General Manager, the Lessee shall promptly cease construction of the portion of the Construction Work specified. The Lessee shall thereupon submit (a) to the Port Authority for its written approval the Lessee's proposal for making modifications, corrections or changes in or to the Construction Work that has been or is to be performed so that the same will comply with the provisions of this Agreement and the Construction Application; or (b) the dispute to the Chief Engineer of the Port Authority for final determination. The Lessee shall not commence construction of the portion of the Construction Work that has been halted until such written approval has been received or the dispute has been determined by the Chief Engineer of the Port Authority.

(v) It is hereby expressly understood and agreed that neither the field engineer covered by paragraph (g) hereof nor the Resident Engineer of the Port Authority at the Airport has any authority to give any directions to the Lessee or to approve any plans and specifications of the Lessee with respect to the Construction Work, to approve the construction by the Lessee of any portion of the Construction Work or to agree to any variation by the Lessee from compliance with the terms of this Agreement or the Construction Application. Should the field engineer or the Resident Engineer give any directions or approvals with respect to the Lessee's performance of any portion of the Construction Work which are contrary to the provisions of this Agreement or the Construction Application, the Lessee shall have no obligation to comply with such directions and said directions or approvals shall not affect the obligations of the Lessee as set forth herein nor release or relieve the Lessee from the compliance herewith. It is hereby further understood and agreed that the Port Authority has no duty or obligation of any kind whatsoever to inspect or police the performance of the Construction Work by the Lessee and the rights granted to the Port Authority hereunder shall not create or be deemed to create such a duty or obligation. Accordingly, the fact that the General Manager has not exercised the Port Authority's right to require the Lessee to cease its construction of all or any part of the Construction Work shall not be or be deemed to be an agreement or acknowledgment on the part of the Port Authority that the Lessee has in

fact performed such portion of the Construction Work in accordance with the terms of this Agreement or the Construction Application nor shall such fact be or be deemed to be a waiver by the Port Authority from the requirement of compliance by the Lessee with the provisions of this Agreement and the Construction Application with respect to the Construction Work.

(g) (i) The Lessee will give the Port Authority not less than sixty (60) days' notice prior to the commencement of construction. The Port Authority will assign to the Construction Work not more than two (2) full time field engineers. The Lessee shall pay to the Port Authority for the services of said engineer or engineers, the sum of

per engineer for each day or part thereof that the engineer or engineers are so assigned during the 1997 calendar year, and for each and every calendar year thereafter, the rate that the Port Authority shall charge Aircraft Operators at the Airport for the services of such engineer or engineers during such calendar year for each day or part thereof that the engineer or engineers are so assigned for such calendar year. Nothing contained herein shall affect any of the provisions of paragraph (j) hereof or the rights of the Port Authority hereunder. The foregoing provisions of this paragraph (g) for the services of said field engineer may be revoked at any time by either party on thirty (30) days' written notice to the other, but if revoked by the Lessee the foregoing provisions of this paragraph (g) for the services of said field engineer shall continue during the period that construction pursuant to paragraph (f) hereof is performed.

(ii) In addition to the foregoing, the Lessee shall prepare and submit to the Port Authority as part of the schedule of submission by the Lessee of specified "Packages" of Design Development Documents under subparagraph (iv) of paragraph (c) above, not less than sixty (60) days prior to the commencement of any portion of the Construction Work and the implementation of each construction stage, for its prior approval, a temporary construction program (including, but not limited to, drawings, sketches, schedules and narrative descriptions) which sets forth plans for the continuing provision of all patron services for roadway frontages, in-terminal, airside and landside operations.

Without limiting any other term or provision hereof, any temporary construction is subject to Section 18 (j) (iii), including, but not limited to, certifications of the Lessee and on behalf of the Project Engineer by a licensed architect or engineer on its staff as set forth therein and the issuance of a certificate of completion therefor by the Port Authority.

(h) The Construction Work shall be constructed in such a manner that there will be at all times a minimum of air pollution, water pollution or any other type of pollution and a minimum of noise emanating from, arising out of or resulting from the operation, use or maintenance thereof by the Lessee and from the operations of the Lessee under this Agreement. Accordingly, and in addition to all other obligations imposed on the Lessee under this Agreement and without diminishing, limiting, modifying or affecting any of the same, the Lessee shall be obligated to construct as part of the Construction Work hereunder such structures, fences, equipment, devices and other facilities as may be necessary or appropriate to accomplish the foregoing and each of the foregoing shall be and become a part of the Construction Work it affects and all of the foregoing shall be covered under the Comprehensive Plan of the Lessee submitted under paragraph (a) hereof and shall be part of the Construction Work hereunder.

(i) Title to all the Construction Work shall pass to The City of New York as the same or any part thereof is erected, constructed or installed, and the portion thereof representing the Passenger Terminal Facilities shall be and become part of the Premises if located within the Site.

(j) (i) When the Construction Work is substantially completed and ready for use, the Lessee shall advise the Port Authority to such effect and shall deliver to the Port Authority: [a] a certificate signed by an authorized officer of the Lessee certifying that the Construction Work has been constructed in accordance with the approved plans and specifications (including but not limited to all Change Orders) and the provisions of this Agreement and in compliance with all applicable Law; [b] a certificate signed and sealed on behalf of the Project Engineer by a New York State licensed architect on its staff certifying

that the approved plans and specifications (including but not limited to all Change Orders) are in compliance with all applicable Law; and [c] a certificate signed and sealed on behalf of the Project Engineer by a New York State licensed engineer on its staff certifying that the Construction Work has been constructed in accordance with the approved plans and specifications (including but not limited to all Change Orders). Thereafter, the Port Authority shall promptly commence inspection of the Construction Work and if the same has been completed as certified by the Lessee and on behalf of the Project Engineer by a licensed architect or engineer on its staff, a certificate to such effect shall be delivered to the Lessee, subject to the condition that all risks thereafter with respect to the construction and installation of the same and any liability therefor for negligence or other reason shall be borne by the Lessee. Subject to subparagraph (j) (iii) below, the Lessee shall not use or permit the use of the Construction Work or any portion thereof for the purposes set forth in this Agreement until such certificate is received from the Port Authority.

(ii) The term "Completion Date" for the purposes of this Agreement shall mean the date appearing on the certificate issued by the Port Authority pursuant to subparagraph (i) of this paragraph (j) after the completion of the Construction Work.

(iii) Notwithstanding the provisions of subparagraph (i) above, when a discrete, integral and material portion of the Construction Work is substantially completed or is properly usable, the Lessee may advise the Port Authority to such effect and may deliver to the Port Authority: [a] a certificate signed by an authorized officer of the Lessee certifying that such portion of the Construction Work has been constructed in accordance with the approved plans and specifications (including but not limited to all Change Orders) and the provisions of this Agreement and in compliance with all applicable Law; [b] a certificate signed and sealed on behalf of the Project Engineer by a New York State licensed architect on its staff certifying that the approved plans and specifications (including but not limited to all Change Orders) are in compliance with all applicable Laws;and [c] a certificate signed and sealed on behalf of the Project Engineer by a New York State licensed engineer on

its staff certifying that such portion of the Construction Work has been constructed in accordance with the approved plans and specifications (including but not limited to all Change Orders). The Lessee shall also certify that such portion of the Construction Work can be properly used even though the Construction Work has not been completed and that the Lessee desires such use. The Port Authority may permit the Lessee to use such portion for the purpose set forth in this Agreement taking into consideration that one purpose of the construction staging and scheduling is to permit the continuous operation of the Premises as an air terminal facility and to minimize disruption to passengers, tenant airlines and concessionaires while proceeding as promptly as possible to completion of the construction of the Passenger Terminal Facility. Accordingly, the Port Authority shall take into consideration the said purpose in reviewing any request by the Lessee for the issuance of a certificate to the Lessee with respect to each discrete, integral and material portion of the Construction Work permitting the Lessee to use such portion thereof for the purposes set forth in this Agreement. In the event the Port Authority issues such certificate, the Lessee may use such discrete, integral and material portion subject to the condition that all risks thereafter with respect to the construction and installation of the same and any liability therefor for negligence or other reason shall be borne by the Lessee, and subject to the risks as set forth in paragraph (f) hereof in the event that the Port Authority shall not have then approved the complete plans and specifications for the Construction Work.

(k) In addition to all work specified in subparagraphs (a) (v) and (vii) above, the Lessee understands that there may be communications and utility lines and conduits located on or under the Site which do not, and may not in the future, serve the Premises. The Lessee agrees, if directed by the Port Authority so to do, to relocate and reinstall such communications and utility lines and conduits on the Site or off the Site and to restore all affected areas (such work being hereinafter collectively called the "Relocation Work"), the Port Authority agreeing not to act unreasonably herewith. The Lessee shall perform the Relocation Work subject to and in accordance with all the terms and provisions of this Section and the Relocation Work

shall be and become a part of the Construction Work, it being understood, however, that the Relocation Work shall not be or become a part of the Premises hereunder.

(l) The Lessee hereby assumes the risk of loss or damage to all of the Construction Work prior to the completion thereof and the risk of loss or damage to all property of the Port Authority arising out of or in connection with the performance of the Construction Work. In the event of such loss or damage, the Lessee shall forthwith repair, replace and make good the Construction Work and the property of the Port Authority.

(m) Costs incurred for the design, construction, and management of the activities associated with the Area 2 Work shall be payable by the Port Authority to the Lessee as follows:

(A) Prior to the submission of its first application for an Area 2 Construction Advance (as hereinafter defined), the Lessee shall furnish to the Port Authority for the Port Authority's approval trade payment breakdowns for all subcontractors, which shall be carefully examined by the Lessee in order to ensure that no "front-end loading" takes place.

(B) The following terms used in this paragraph (m) shall have the respective meanings given below:

(1) Each payment made by the Port Authority to the Lessee or any contractor, supplier, subcontractor or any other person engaged by the Lessee or its General Contractor in the performance of any part of the Area 2 Work is herein referred to as an "Area 2 Construction Advance."

(2) The term "Final Date" as used herein shall mean the 365th day following the Completion Date, as hereinbefore defined.

(3) The term "Area 2 Construction Advance Amount" shall mean the sum of the first Area 2 Construction Advance and each subsequent Area 2 Construction Advance paid by the Port Authority to the Lessee or any contractor, supplier, subcontractor or any other person engaged by the Lessee or its

General Contractor in the performance of any part of the Area 2 Work pursuant to subparagraphs (B) and (C) hereof.

(4) The term "Cost of the Area 2 Work" shall mean the sum of the following amounts and costs, and such amounts and costs only, actually paid or incurred by the Lessee:

(i) Subject to subparagraph (D) below, amounts equal to the portion of the GMC (as hereinafter defined in paragraph (n)) plus contingency applicable to Area 2 Work incurred by the Lessee or the General Contractor for work actually performed and labor and materials actually furnished in connection with the performance of the Area 2 Work, plus

(ii) Fourteen and one half percent (14.5%) (the "Mark-up") of the amounts in subitem (i) above. It being understood that the Mark-up may be adjusted from time to time by mutual agreement between the Port Authority and the Lessee.

(C)(i) The Lessee shall submit each month (but no more than once a month) an application for payment ("Application for Payment") together with appropriate waivers, affidavits and waivers of mechanic's liens, bills of sale, UCC-1 financing statements, evidence that all materials and all equipment stored at off-Site storage locations approved by the Lessee are adequately protected and all other documentation that the Port Authority may request in order to determine the actual costs of the Area 2 Work incurred which are the subject of such Application for Payment. In addition, for each Application for Payment which includes materials and/or equipment stored at off-Site storage locations, the Lessee shall furnish to the Port Authority evidence satisfactory to the Port Authority that title to all such materials and/or equipment has vested in the Lessee or the Port Authority free and clear of any security interests, or other encumbrances, an inventory schedule control schedule, satisfactory evidence that such materials and/or equipment (as well as any shop drawings required by the Port Authority) have been approved by the Port Authority, and any other documentation as may be reasonably required by the Port Authority.

(ii) Within thirty (30) days of the receipt by Port Authority of an Application for Payment, together with all back-up documentation that the Port Authority may request as set forth in subparagraph (i) above, the amount in the Application or such lesser amount as the Port Authority shall have approved, shall be due and payable by the Port Authority to the Lessee.

(iii) Prior to the submission of the second and each subsequent Application for Payment, the Lessee shall deliver to the Port Authority a certificate, signed by an officer designated by the Lessee and acceptable to the Port Authority, accounting for the payment and disbursement of all sums received by the Lessee under the prior month's Application for Payment. Each such certificate shall certify that (a) the partial payment paid by the Port Authority has been incurred by the Lessee on account of the Area 2 Work, (b) the materials, supplies and equipment for which payment has been paid pursuant to the prior month's Application for Payment have been installed or incorporated into the Area 2 Work or have been stored at the Site or at such off-Site storage locations as shall have been approved by the Lessee, (c) the materials, supplies and equipment are not subject to any liens or encumbrances, (d) no mechanic's, laborer's, vendor's, materialman's or other liens have been filed in connection with the Area 2 Work or any of the materials, supplies or equipment incorporated therein or purchased in connection therewith, (e) waivers from the General Contractor and all subcontractors have been obtained for the portion of the Area 2 Work which is the subject of such certificate in such form as to constitute effective waivers of applicable Law and (f) such portion of the Area 2 Work which is the subject of such certificate has been performed in accordance with the terms of this Agreement.

(iv) The Port Authority shall have the right to make direct payment to the General Contractor or a subcontractor of the General Contractor for any portion of Area 2 Work which has been performed by the General Contractor or such subcontractor and for which the Lessee has furnished the required certificate (but the Lessee has not been paid therefor by the Port Authority). Such direct payment shall be deemed to have been made in accordance herewith and to the extent of such payment by

the Port Authority, the Port Authority shall be released from any further obligation with respect to such payment, and the Port Authority shall send to the Lessee at the time of making such direct payment a notice thereof setting forth the name of the General Contractor or subcontractor to whom payment was made and the amount of such payment.

(v) Except as otherwise provided with respect to Change Orders, in the event a dispute shall arise in connection with payments to be made on any application for Area 2 Construction Advance, or otherwise, the Lessee shall, or shall require the General Contractor to, continue during the pending of such dispute to perform its duties and responsibilities pursuant to this Agreement in accordance with the Port Authority's directives and shall maintain the GMC (as hereinafter defined in paragraph (n)), the progress schedule and the scheduled completion date for the Project and the Lessee shall perform all other obligations required to be performed by it under this Agreement as if no dispute shall have arisen. During the pendency of any such dispute, and except as otherwise provided in this Agreement, the Lessee shall be entitled to receive payments from the Port Authority only on account of amount claimed for items not subject to a bona fide dispute and the amount in dispute shall be deferred until the final resolution of the dispute. It is expressly understood by the Lessee that any Area 2 Construction Advance made by the Port Authority hereunder on account of non-disputed items and payments on account of disputed items shall in no way be deemed a waiver by the Port Authority of any of its rights hereunder, with respect to any disputed items. The Lessee shall mark as "Final" its final certificate covering the Area 2 Work. After submitting the said final certificate, the Lessee shall submit no further certificate hereunder.

(D) Subject to a Change Order set forth in subparagraph (E) below, the entire obligation of the Port Authority under subparagraph (C) above to make Area 2 Construction Advances to respective claimants for the Cost of the Area 2 Work shall be limited to an amount of
; provided, however, that such obligation shall be further limited in time to construction work covered by certificates or invoices as set forth in said

subparagraph (C) duly submitted to the Port Authority on or prior to the Final Date.

(E) The Port Authority may require a Change Order to the New Airport Roads and Parking Improvements Work and Area 2 Utility Line Construction and the Lessee shall comply with such requirement; provided that if such Change Order requires changes in the scope of said work as set forth in Exhibit 18.2 by increasing the scope of the same and such changes result in an increase in excess of Five Million Eight Hundred Ninety-three Thousand Four Hundred Fifty Dollars and No Cents ($5,893,450.00), which amount is included in the amount of Eighty-Two Million Dollars and no Cents ($82,000,000.00) set forth in subparagraph (D) above, to the cost of said work, then the Port Authority shall be responsible for such increase. Work performed under such Change Order, upon completion, will become part of the New Airport Roads and Parking Improvements Work and Area 2 Utility Line Construction.

(F) It is understood and agreed that subject to the provisions of subparagraph (E) above, the Lessee shall be responsible for the Cost of Area 2 Work in excess of the Area 2 Construction Advance Amount to be advanced by the Port Authority as set forth in subparagraph (D) hereof.

(n) The Lessee has entered into an agreement (the "Contract") with the General Contractor, whereby the General Contractor will act as the general manager/general contractor of the Construction Work for a certain agreed upon guaranteed maximum cost (the "GMC"), which, when finally established pursuant to the terms of the Contract, shall represent a comprehensive statement of all the costs of the Project, including, but not limited to, all subcontract costs, general conditions costs, construction and escalation contingencies and General Contractor's lump sum fee. The Lessee shall not reject the GMC proposed by the General Contractor pursuant to the terms of the Contract without prior notice to and consultation with the Port Authority.

(o) The Lessee agrees that the Project Cost Plan attached hereto, hereby made a part hereof and marked "Exhibit 18.8" shall

include itemized schedules of the costs related to the Construction Work of which certain items shall be fixed as of the date of this Agreement ("Capped Items"). The Capped Items are marked with an asterisk as shown on Exhibit 18.8. The capped Items shall not be modified without the prior written approval of the Port Authority. With respect to other items of the Project Cost Plan, the Lessee agrees that it shall attempt not to exceed the target amounts as set forth in the Project Cost Plan.

(p) The Lessee has submitted to the Port Authority for its approval a program management plan ("Program Management Plan"). The Port Authority has approved Sections 3.4; 3.5; 3.6.1; 3.6.2; and 9 of the Program Management Plan which are attached hereto, hereby made a part hereof and marked "Exhibit 18.9". The remaining Sections of the Program Management Plan shall be submitted to the Port Authority by the Lessee within thirty (30) days after the Effective Date. The Port Authority will provide approval or comments within fifteen (15) days thereafter. Failure to obtain final approval of the entire Program Management Plan within sixty (60) days after the Effective Date (if the Lessee has failed to respond appropriately to the Port Authority's comments) will result in no further draw against the line item "Project Management" of the Project Cost Plan until the entire Program Management Plan is approved.

(q) (i) In addition to and without limiting any other term or provision of this Agreement, the Port Authority shall have the right from time to time and at any time by its agents, employees and representatives to audit and inspect during regular business hours the books, records and other data of the Lessee and its General Contractor relating to the costs of the Construction Work for the Project, or any other portion thereof, including, but not limited to, the Area 2 Work or any portion thereof, and any and all invoices covering or relating to the Construction Work, or any portion thereof; it being understood that the Port Authority shall not be bound by any prior audit connected with it. The Lessee agrees to keep such books, records and other data within the Port of New York District, but the Lessee shall not be required to maintain any of such books, records and other data for more than seven (7) years after the Lessee has delivered the

certificate marked "Final" called for under subparagraph (C) of paragraph (m) above.

(ii) In the event that a Port Authority audit shall disclose that amounts paid by the Port Authority exceed amounts incurred by the Lessee or the payments actually paid by the Lessee to the General Contractor for work actually performed and labor and material actually furnished in connection with the performance of the Area 2 Work, the Lessee shall immediately pay to the Port Authority an amount equal to the excess amount paid by the Port Authority.

(r) The Port Authority shall make available to the Lessee, during the performance of the Construction Work, at no additional rental to the Lessee, a three (3)-acre material and staging area as shown on Exhibit 18.10 (the "Staging Area") which may be changed and/or moved by the Port Authority at any time and from time to time on ninety (90) days' notice to the Lessee. The Lessee shall have the exclusive use of the Staging Area in connection with the completion of all Construction Work until sixty (60) days after the completion of all Construction Work (the "Staging Area Termination Date"). The Lessee shall be responsible for constructing any necessary improvements to the Staging Area including but not limited to utilities, fencing and lighting and the demolition and removal of same prior to the Staging Area Termination Date and for security and any other services at the Staging Area. The Staging Area and the use thereof by the Lessee for the purposes set forth above shall be subject to all of the appropriate terms and provisions of this Agreement including, but not limited to, indemnity and insurance.

(s) The Lessee has been advised and understands that the LRS Work (as defined in clause (xv) of subsection (a) hereof) is an integral part and important portion of the LRS which the Port Authority plans to construct and operate for the transportation of passengers and others to and from the Airport; and that the completion and operation of the LRS for the benefit of the Airport requires the timely completion of the LRS Work. From time to time, the Port Authority shall keep the Lessee apprised of the progress of the construction of the LRS. The LRS Work is

expected to be completed by the Lessee in stages and by the following projected completion dates:

Trackway		April 1, 1999
Platform		July 31, 1999
Trackway		
East		
	Piles/Pile Caps & Columns	March 1, 1999
	Girders	July 31, 1999
West		
	Piles/Pile Caps & Columns	May 1, 1999
	Girders	September 30, 1999

Each of the aforesaid projected completion dates shall be modified to be the actual date (the "LRS Contractor's Commencement Date"), set forth in the contract (the "LRS Contract") with the contractor (the "LRS Contractor") engaged by the Port Authority to build the LRS, for the LRS Contractor to commence that portion of the LRS Contractor's work (which portion is hereinafter referred to as the "LRS Contractor's Work") at the Premises which is to be performed upon the substantial completion of the applicable stage of the LRS Work, provided the LRS Contractor's Commencement Date is later than the applicable projected completion date set forth above. The Port Authority shall endeavor to include in the LRS Contract that the LRS Contractor will commence its work at the Premises in accordance with the stages (but not necessarily by the project completion dates) set forth above. In addition, each of the aforesaid projected completion dates shall be extended for each day after the LRS Contractor's Commencement Date that the LRS Contractor shall fail, for whatever reason (other than the failure of the Lessee to substantially complete the applicable stage of the LRS Work by the projected completion date, as the same may be modified as provided in this paragraph), to commence the LRS Contractor's Work.

In the event that any stage of the LRS Work is not substantially completed by the Lessee and available to the Port Authority or the LRS Contractor for the LRS Contractor to commence the LRS Contractor's Work within sixty (60) days after

the projected completion date therefor, as modified and extended as aforesaid (such projected completion date as so modified and extended being hereinafter referred to as the "LRS Work Completion Date"), then, upon ninety (90) days' prior notice from the Port Authority to the Lessee (which notice may be given prior to the occurrence of the LRS Work Completion Date if the Port Authority believes in good faith that the Lessee will not be able to substantially complete the applicable portion of the LRS Work by the LRS Work Completion Date), the LRS Contractor shall have the right to enter and use that portion of the Premises as shall be reasonably necessary, in the opinion of the Port Authority, for the LRS Contractor to perform that portion of the LRS Work which the Lessee has failed to complete by the LRS Work Completion Date; provided, however, that the LRS Contractor shall not have such right if the Lessee shall substantially complete the applicable portion of the LRS Work by the sixtieth (60th) day after the applicable LRS Work Completion Date. The aforesaid right of the LRS Contractor to enter and use said portion of the Premises is intended to insure the continuous and timely performance of the construction of the LRS. Any performance by the LRS Contractor of the LRS Work shall be done (1) in accordance with the approved Design Development Documents and Contract Documents prepared by the Lessee hereunder, which will be made available to the Port Authority and/or the LRS Contractor by the Lessee (without obligating the Project Engineer in any manner therefor unless the Project Engineer's grants its prior approval or enters into agreement with respect thereto) for such purpose, and (2) in such manner so as to minimize interference with other portions of the Construction Work and the continuous operation of the Premises as an air terminal facility. In the event that the LRS Contractor performs any portion of the LRS Work, the Lessee will be relieved of the obligation, set forth in clauses (xiv) and (xv) of subsection (a) hereof, to build that portion to be performed by the LRS Contractor. Such portion of the LRS Work performed by the LRS Contractor, upon completion, will be turned over to the Lessee and will become part of the Construction Work, subject to all of the terms and conditions hereof.

The Port Authority acknowledges and agrees that the Port Authority shall cause the LRS Contractor to (a) be responsible,

as provided in this paragraph, for relocating the current bus and taxi staging area (the "Current Ground Transportation Staging Area") at the east side entrance to the Premises to a temporary bus and taxi staging area (the "Temporary Ground Transportation Staging Area") in connection with the performance by the LRS Contractor of the work under the LRS Contract and (b) perform such relocation work during off peak hours and off season. The Lessee shall not be obligated to incur any direct cost or expense in connection with the relocation of the Current Ground Transportation Staging Area to the Temporary Ground Transportation Staging Area. The Port Authority and the Lessee agree to cooperate in good faith and to use reasonable efforts to minimize and mitigate any impact that the construction of the LRS may have on the location, design, construction methods and construction timing of the Temporary Ground Transportation Staging Area, the timing and coordination of the transition from the Current Ground Transportation Staging Area and the Temporary Ground Transportation Staging Area and all other matters relating thereto which may adversely affect the Construction Work and/or the efficient operation of the Premises.

Without limiting the generality of any other provisions of this Section, the Lessee acknowledges and agrees that it shall be responsible for coordinating the proposed column locations for the On-Premises Work (and any currently-contemplated future expansion thereof) with utilities located on or outside the Site, as such utilities may be relocated by the Lessee as part of the Construction Work. The Port Authority shall cause the LRS Contractor to be responsible under the LRS Contract for the coordination of the locations of the columns and other structural and mechanical elements of the LRS with the utilities located on or outside the Site, as such utilities may be relocated by the Lessee as part of the Construction Work (such utilities as so relocated being hereinafter referred to as the "LRS Relocated Utilities"). The parties hereto acknowledge and agree that the Design Development Documents and/or the Contract Documents, to the extent then available, may be used by the LRS Contractor for purposes of coordinating the locations of the columns and other structural and mechanical elements of the LRS with the LRS Relocated Utilities, and for such purpose the Design Development

Documents and/or the Contract Documents, as the case may be, shall be considered "as-built" conditions.

Section 19. Other Construction by the Lessee

(a) The Lessee shall not erect any structures, make any improvements or do any construction on the Premises or alter, modify, or make additions, improvements or repairs to or replacements of any structure existing at the commencement of the Term or built at any time during the Term, or install any fixture (other than trade fixtures, removable without material damage to the Premises, any such damage to be immediately repaired by the Lessee) without the prior written approval, which may include inter alia the submission of a tenant alteration application in the form prescribed by the Port Authority (the "Tenant Alteration Application") and in the event any construction, improvement, alteration, modification, repair, replacement or addition is made without such approval, then upon reasonable notice so to do, the Lessee will remove the same, or at the option of the Port Authority cause the same to be changed to the satisfaction of the Port Authority. In case of any failure on the part of the Lessee to comply with such notice, the Port Authority may effect the removal or change and the Lessee shall pay the cost thereof to the Port Authority.

(b) Without limiting the generality of the foregoing paragraph the Lessee acknowledges and agrees that any Notes and associated reference lines set forth on Exhibit 2.1 to this Agreement shall not constitute or be deemed to constitute or imply that approval of the Port Authority will be granted to any proposed construction by the Lessee nor shall the same grant or be deemed to grant any right or permission to the Lessee now or in the future to erect any structures, make any improvements or do any other Construction Work in the Premises, including, but not limited to, repairs to or replacements of, any structure now existing or built at any time during the Term or install any fixtures on the Premises, including, but not limited to, paving, and that the provisions of this Section shall be read and construed as if there were no Notes and associated reference lines on Exhibit 2.1 and that any which were placed on such

Exhibit are solely and exclusively for the benefit of the Port Authority.

(c) Notwithstanding the obligation of maintenance imposed upon the Lessee by the provisions of Section 36 hereof, the Lessee shall not make any repairs or replacements (except emergency repairs or replacements) unless and until it has first complied with Section 19(a).

Section 20. FAR 107-Security Program Obligations

(a) (i) The Lessee has been advised that the Port Authority is obligated to have in effect and does now have in effect an airport security plan in accordance with Federal Aviation Regulations, 14 C.F.R. Part 107 ("FAR 107") for the Airport and approved by the FAA thereunder which includes, as a portion thereof, the Port Authority's obligations under FAR 107 to provide Airport security within the Premises (as the said airport security plan pertains to the Premises and may be modified, amended and supplemented from time to time, the "Security Plan"). The Security Plan outlines law enforcement requirements of the airport operator and physical barriers and access procedures to monitor and restrict access for the Aeronautical Area of the Premises and the Aeronautical Operations Area. The Lessee understands and agrees that the implementation, maintenance and operation of the Premises pursuant to the requirements of the Security Plan is essential to the operation of the Premises and of the Airport.

(ii) The Port Authority and the Lessee have agreed that the Lessee should formally petition the FAA to permit the Lessee to assume full responsibility for the Security Plan as though the Lessee were a regulated party under an exclusive area agreement as set forth in FAR 107. The Port Authority agrees to cooperate with the Lessee in the filing of this petition. The parties acknowledge that FAA approval for the Lessee to assume full security responsibilities with respect to the Premises has not yet been obtained, and that the Port Authority shall continue to have responsibility as the airport operator under the Security Plan until such time as (x) the Lessee is authorized to administer the Security Plan under FAR 107 as a regulated party

or (y) another Person designated by the Lessee and approved by the Port Authority is authorized to administer the Security Plan under FAR 107 and such Person assumes such responsibilities. Upon the occurrence of either of the events set forth in clauses (x) or (y) above, and for so long as either such event shall continue in effect, the remainder of this Section shall be of no force or effect.

(iii) The Lessee acknowledges that it has been provided with a copy of the Security Plan and agrees to properly secure and safeguard the Security Plan as required by Law, including but not limited to the regulations set forth in FAR 107 and Federal Aviation Regulations, 14 C.F.R. Part 191, and understands the need to restrict access to the Security Plan strictly to authorized persons in accordance with such regulations.

(b) (i) The Lessee hereby agrees to and shall assume and fulfill all of the Port Authority's obligations and responsibilities under the Security Plan and shall take all measures required, necessary or appropriate to implement and carry out the requirements of the Security Plan. The Lessee shall report immediately to the Port Authority, as required by Law or the Security Plan, any unauthorized or otherwise improper attempt to gain access to the Security Plan; any unauthorized or improper disclosure of the Security Plan, deliberate or inadvertent; any malfunctions of equipment or other inability to meet the requirements of the Security Plan; any and all security violations or breaches of security; and any other matter which may compromise the security of the Premises or the ability of the Lessee to fulfill the requirements of the Security Plan. The Lessee shall investigate each and every security violation or breach with respect to the Premises, determine the cause thereof and take appropriate and timely action in response thereto. The Lessee shall make available to the Port Authority and the FAA, as required, any and all material necessary to conduct security reviews, both scheduled and non-scheduled security inspections and security audits. The Lessee shall also respond and provide to the Port Authority records and access to personnel as required to respond to all complaints, letters of investigation and requests from the FAA.

(ii) The Port Authority agrees to provide the Lessee with copies of all correspondence, letters of investigation or other documents related to possible or alleged violations of the Federal Aviation Regulations ("FAR") with respect to the Premises in a timely manner so as to permit the Lessee fully and meaningfully to participate in any response to such correspondence or other documents. To the extent permitted by Law and the FAA, the Port Authority may, in its sole discretion, allow the Lessee to participate in all meetings and negotiations with the FAA regarding alleged violations of the FAR with respect to the Premises.

(c) The Lessee will apply to the Port Authority for the issuance of Airport Identification Cards for its employees as may be required generally for employees at the Airport or under the Security Plan. In this connection, the Lessee will conduct or cause to be conducted all investigations and background checks which may be required and shall prepare and submit to the Port Authority all forms and applications and other material as the Port Authority may require. The Lessee shall be responsible for all personnel training with respect to persons employed by the Lessee in connection with requirements of the Security Plan, including but not limited to, security guards. The Lessee shall tie into and use such Airport-wide security systems and programs including those that may be applicable only to passenger terminals as may be required under the Security Plan or otherwise by the Port Authority.

(d) (i) Without limiting any term or provision hereof, during the performance of the Construction Work or any modification of the Premises or any other change in conditions at the Premises during the Term which shall require or make desirable a change in the Security Plan, the Lessee shall seek appropriate or necessary amendment to the Security Plan from the Port Authority to accommodate such changes, and the Port Authority shall seek FAA approval of such amendments in a timely manner. Upon approval of an amendment or supplement to the Security Plan by the FAA, the Lessee shall implement the same and in any event shall maintain, at all times, the required level of security under the Security Plan and comply with all requirements of the Security Plan.

(ii) From time to time, as may be required pursuant to the FAR, Law, FAA directive, or applicable changes in circumstances, the Port Authority shall notify the Lessee of the actions so required and the Lessee shall prepare and shall submit to the Port Authority, in a timely manner, any revisions or updates to the Security Plan that may be required.

(e) Without limiting the generality of any other term or provision of this Agreement, the Port Authority at any time, and from time to time, shall have the right to enter upon the Premises and to take over the operation, implementation, maintenance or any other aspects of the Security Plan, in whole or in part, and with or without cause. Upon notice from the Port Authority of its intention to do so, the Lessee will immediately turn over to the Port Authority access to and control of all material, equipment, supplies, personnel and records necessary for the implementation of the Security Plan and shall accord the Port Authority complete access to the Premises and cooperation for the purpose of taking over and carrying out the Security Plan provided, however, that the Port Authority shall use its best efforts to minimize any disruption to the Lessee's operations on the Premises. The Port Authority's cost of operation, implementation and maintenance of the Security Plan shall be paid by the Lessee to the Port Authority and shall be deemed a Permitted O&M Expense.

(f) The Lessee shall indemnify and hold harmless the Port Authority from and against all claims, and demands for death, personal injuries, property damages, fines, penalties, liquidated damages or other monies arising out of any act or omissions of the Lessee with respect to the operation, maintenance and implementation of the Plan it being understood that the foregoing may be a Permitted O&M Expense unless arising out of the gross negligence or deliberate act of the Lessee; provided, however, the Lessee shall have no obligation to the Port Authority and the Port Authority shall assume responsibility for (x) any claims or demands in connection with the Security Plan, (i) arising because the Port Authority has failed to provide to the Lessee notice regarding material information concerning the Security Plan and about which the Lessee is otherwise unaware (ii) arising after the Port Authority has taken over and shall be implementing the

Security Plan except to the extent the same arises from the Lessee's negligent acts or omissions, affirmative misconduct or other conduct of the Lessee inconsistent with the Security Plan.

Section 21. Additions to Gross Revenue

(a) Without limiting any of the requirements for Port Authority approval under this Agreement, if the Lessee conducts any service, operation or any other activity under this Agreement through the use of a contractor which is not a Port Authority permittee when another contractor holds a permit from the Port Authority covering such service, operation or activity and where the payments for any of the foregoing are made to such contractor rather than to the Lessee, there shall be included in Gross Revenues hereunder a sum equal to the fee otherwise payable to the Port Authority by the contractor.

(b) No Designated Affiliate shall receive any revenue from activities arising out of Project Operations other than through a distribution of Lessee Unrestricted Funds. Notwithstanding the prohibition contained in the previous sentence, any such revenue received by any Designated Affiliate shall be included in Gross Revenues.

(c) The Lessee shall not provide any goods or services to any Designated Affiliate except as authorized pursuant to Section 6(d) or as a distribution of Lessee Unrestricted Funds. Notwithstanding the prohibition contained in the foregoing sentence, the fair market value of any such goods or services shall be includible in Gross Revenues and no associated expense shall constitute a Permitted O&M Expense.

Section 22. Project Financing

(a) The Port Authority shall have no obligations with respect to the sale of the Passenger Terminal Bonds unless and until it shall have accepted an offer to purchase such Passenger Terminal Bonds by execution of a contract of purchase with the proposed purchaser thereof, in which event the Port Authority obligations with respect to the sale of the Passenger Terminal Bonds shall be as set forth in such contract of purchase.

(b) (i) The Lessee and the Port Authority each agree to promptly execute and deliver all consents, agreements, statements and other documents as may be deemed necessary or desirable from time to time from either the Port Authority or the Lessee in connection with the preparation, sale and delivery of the Passenger Terminal Bonds.

(ii) It is understood and agreed that the purchasers of the Passenger Terminal Bonds on original issuance (including any member of an underwriting group or syndicate participating with such purchasers) shall be subject to the approval of the Port Authority. Any contract of purchase to be entered into by the Port Authority shall only be entered into upon the prior request of and the consent of the Lessee to such contract.

(iii) Nothing contained herein shall or shall be deemed to limit, in any way, the right and discretion of the Board of Commissioners, a committee thereof or any authorized officer of the Port Authority to take any action or fail to take any action in connection with the Passenger Terminal Bonds, provided that such action is not inconsistent with the Resolutions, the terms of the Passenger Terminal Bonds, any such contract of purchase or this Agreement.

(iv) Debt Service shall be payable by the Port Authority solely and only to the extent of and from the Facility Rental and the Accelerated Facility Rental actually paid under this Agreement by the Lessee as provided in Sections 8 and 24 of this Agreement and any amounts in the Construction Fund (to the extent not otherwise disbursed or disbursable), the Bond Fund and the Debt Service Fund, if any, all to the extent set forth in the Resolutions and the Trust Indenture, and the Port Authority shall have no other obligations, either legal, equitable or moral, to pay Debt Service.

(v) As a condition to the sale of the Passenger Terminal Bonds, among other items, the Lessee shall, subject to the terms of this Agreement, execute a Leasehold Mortgage, a Personal Property Security Interest, a Trust Administration Agreement and the other Security Documents.

(vi) The consent of the Port Authority shall be required prior to any optional calls of the Passenger Terminal Bonds.

(vii) The consent of the Port Authority shall be required prior to any funding of reserve funds under the Trust Administration Agreement in excess of required minimum levels.

(viii) The Lessee shall not utilize a Reserve Fund Credit Facility to fund the Debt Service Fund (A) if such funding could reasonably be expected to lead to a transfer of monies from the Debt Service Fund to the Construction Fund or (B) to replenish the Debt Service Fund as a result of any withdrawal to pay Debt Service on Passenger Terminal Bonds unless (1) in the case of both clauses (A) and (B) above, the Trustee shall receive a written opinion from nationally recognized bond counsel (which may include the General Counsel of the Port Authority), reasonably satisfactory to the Trustee, to the effect that such utilization does not adversely affect the tax exempt status of the Passenger Terminal Bonds, (2) in the case of (A), the Port Authority shall have given its prior written consent, and (3) in the case of (B), the Lessee shall pay all costs in connection with such Reserve Fund Credit Facility and such costs shall not constitute Permitted O&M Expenses.

(c) (i) The Port Authority shall establish the Construction Fund, the Bond Fund and the Debt Service Fund as part of the Trust Estate. The Port Authority shall establish the Section 148(f) Payment Fund and the Reserve Fund Credit Facility Fund pursuant to Section 13 of the Series Resolution.

(ii) The Lessee shall establish the Lessee Funds pursuant to the Trust Administration Agreement. As provided in the Trust Indenture and the Trust Administration Agreement, upon the sale of the Passenger Terminal Bonds, the Trustee shall disburse from the Construction Fund and pay to the Port Authority the amount of the Port Authority Bond Expenses set forth in the second sentence of paragraph (d) of this Section. Each disbursement from the Construction Fund shall be made only in accordance with the Trust Administration Agreement.

(d) The Lessee shall promptly pay to the Port Authority on demand of the Port Authority given at any time and from time to time the Port Authority Bond Expenses, incurred as of the date of demand, except to the extent that the Port Authority Bond Expenses are paid by the Trustee in accordance with Section 22 (c)(ii) of this Agreement. As of the date of this Agreement, the Lessee agrees that the Port Authority Bond Expenses are . At all times hereunder the Lessee shall have the right to pay directly to the Trustee, the Paying Agent and the Registrar, and not to the Port Authority, all payments required to be made to the Trustee, the Paying Agent and the Registrar, in accordance with the Trust Indenture, the Trust Administration Agreement, the Paying Agent's Agreement and the Registrar's Agreement.

(e) (i) Notwithstanding Section 41 of this Agreement and without limiting the provisions of paragraph (g) of this Section, the Lessee shall indemnify and hold the Port Authority, its Commissioners, officers, agents and employees free and harmless from and will pay and discharge or cause to be paid and discharged from time to time, when the same shall become due and payable, together with interest and penalties thereon, if any, all taxes, assessments, levies, fees and other governmental charges (including without limitation those arising under Section 148 (f) of the Code), general and special, ordinary and extraordinary and whether or not within the contemplation of the parties hereto, which are at any time levied upon, assessed against or applicable by application of law to the Port Authority or the Passenger Terminal Bonds, or applicable, as a result of the election of the Port Authority, to the Port Authority or the Passenger Terminal Bonds, arising out of, in connection with or relating to the Financing Arrangement (all such foregoing obligations, the "Tax Obligations"); provided, however, that the Lessee shall have no obligation to the Port Authority, its Commissioners, officers, agents or employees to the extent such Tax Obligations resulted from the Port Authority's gross negligence, wilful misconduct or breach of Section 22(k) hereof. Notwithstanding Section 41 of this Agreement, furthermore, the Lessee shall indemnify and hold the Port Authority, its Commissioners, officers, agents and employees free and harmless from any actions, claims, demands and proceedings arising out of,

in connection with or relating to the Financing Arrangement (all such foregoing obligations, the "Financing Claims"); provided, however, that the Lessee shall have no obligation to the Port Authority, its Commissioners, officers, agents or employees to the extent such Financing Claims resulted from the Port Authority's gross negligence, wilful misconduct or breach of this Agreement. Upon demand made at any time and from time to time the Lessee shall pay to the Port Authority such legal expenses in connection with the foregoing as may be incurred reasonably by the Port Authority, including for services rendered by the Port Authority's Law Department. If so directed by the Port Authority, the Lessee shall at its own expense defend against any such taxes, assessments, levies, fees, or other governmental charges, actions, claims, demands or proceedings. The Port Authority within ten (10) business days after receipt of notice of any such taxes, assessments, levies, fees, other governmental charges, actions, claims, demands or proceedings will notify the Lessee in regard thereof; the Lessee will have the right to investigate, compromise and defend any of the foregoing, subject to the provisions of Section 22 (e) (ii) and (iii) of this Agreement in reference to any of the foregoing; and the Port Authority and the Lessee will cooperate in regard thereto, and the Port Authority and the Lessee shall at all times keep each other advised of the status thereof.

(ii) The Lessee shall not, without obtaining express advance approval of the General Counsel of the Port Authority, raise or take any action concerning any issues involving in any way the jurisdiction of any tribunal over the person of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, and the provisions of any statutes respecting suits against the Port Authority or the immunity from taxes of the Port Authority or its obligations. Regardless of whether any action, claim, demand or proceeding in which such issue is raised or is proposed to be raised is defended on behalf of the Port Authority by the Lessee or by the Port Authority itself, or by both, no action with respect to such issue and no settlement thereof proposed by the Lessee shall be taken or effected without the prior consent of the General Counsel of the Port Authority to each such action or settlement.

(iii) Subject to the foregoing provisions, but with respect to any action, claim, demand or proceeding where the issues set forth in Section 22 (e) (ii) of this Agreement have not been raised or proposed by the Lessee, whether at commencement or during the pendency of such proceeding, including all appeals therefrom, the Lessee shall have full and complete control of the defense against any such action, claim, demand or proceeding including all appeals therefrom. The Lessee agrees that it shall raise such defenses in any such action, claim, demand or proceeding, or appeal therefrom, as the General Counsel of the Port Authority may request in addition to those as may be raised by the Lessee.

(f) The Lessee agrees that upon the occurrence of and during the continuance of (w) the failure to provide sufficient monies for deposit into the Bond Fund to pay Debt Service, when due, (x) the failure of the Lessee to provide sufficient monies for deposit into the Debt Service Fund to replenish any withdrawal from the Debt Service Fund within one year after such withdrawal, (y) any of the Events of Default set forth in Section 25(a)(i), ii) or (iii) or (z) the issuance of a Notice of Termination by the Port Authority pursuant to Section 25 (the occurrence of any of such events being herein referred to as a "Trigger Event"), then to the extent set forth in the Trust Indenture, the Trustee may and upon the written request or direction of the Bondholders representing not less than a majority in aggregate principal amount of all Passenger Terminal Bonds then outstanding (excluding any of the Bonds held by or for the account of the Port Authority or the Lessee), the Trustee shall, by written notice given to the Port Authority and the Lessee, declare the principal amount of all Passenger Terminal Bonds then outstanding and the interest accrued thereon to be immediately due and payable, and said principal and interest shall thereupon become immediately due and payable (subject to the Trustee's rights of rescission and annulment set forth in the Trust Indenture), anything contained in this Agreement, in the Trust Indenture, in the Resolutions or in any of the Passenger Terminal Bonds to the contrary notwithstanding, and the Accelerated Facility Rental shall thereupon become immediately due and payable by the Lessee without other or further notice from the Port Authority.

(ii) The Trust Administration Agreement shall provide that the determination as to whether sufficient monies for deposit into the Bond Fund to pay Debt Service, when due, have been provided shall be made by the Trustee on each date for the payment of Debt Service. Subject to the provisions of Section 4(b)(2) of the Appendix A of the Trust Administration Agreement, the Lessee shall be deemed, but only as to its obligation to pay Facility Rental or Accelerated Facility Rental to the Port Authority and not as to any obligation it has pursuant to the Trust Administration Agreement, to have satisfied its obligation to pay Facility Rental or Accelerated Facility Rental to the extent that the Trustee determines that sufficient monies have been made available on such date to pay Debt Service in accordance with the preceding sentence. If, as a result of a Trigger Event, the Trustee shall elect, with the consent of or at the direction of the Bondholders representing not less than a majority in aggregate principal amount of all Passenger Terminal Bonds (excluding any of such Bonds held by or for the account of the Port Authority or the Lessee), to exercise any or all of its remedies under any of the Security Documents, the Trustee shall not be under any obligation to accept any subsequent performance or cure by the Lessee in respect of any such Trigger Event, any such right to cure and/or otherwise rectify such Trigger Event being hereby expressly waived by the Lessee. If the Trustee's declaration of acceleration of the Passenger Terminal Bonds is rescinded, with the consent of or at the direction of the Bondholders representing not less than a majority in aggregate principal amount of all Passenger Terminal Bonds (excluding any of such Bonds held by or for the account of the Port Authority or the Lessee), the acceleration of the Facility Rental shall be deemed rescinded as well.

(g) Without limiting the generality of paragraphs (d) or (e) of this Section, the Lessee shall pay to the Trustee, the Paying Agent and the Registrar, if any, from time to time reasonable compensation for all services rendered under, and shall reimburse the Trustee, Paying Agent and Registrar, if any, upon their request for all reasonable expenses, disbursements and advances incurred or made by each of them in connection with the exercise or performance of any of their powers, duties or remedies under, the Resolutions, this Agreement, the Leasehold

Mortgage, the Personal Property Security Interest, the Guaranty, the Trust Indenture, the Trust Administration Agreement, any other Security Documents, the Paying Agent's Agreement, and the Registrar's Agreement (including the reasonable compensation and the expenses and disbursements of each of their agents and counsel), and the Lessee shall indemnify the Trustee, the Paying Agent and the Registrar, if any, for, and hold them harmless against, any loss, liability or expense incurred without wilful misconduct, negligence or bad faith on their part, arising out of or in connection with the exercise or performance of each of their powers, duties and remedies hereunder and under the Resolutions, this Agreement, the Leasehold Mortgage, the Personal Property Security Interest, the Guaranty, the other Security Documents, the Paying Agent's Agreement, the Trust Indenture, the Trust Administration Agreement and the Registrar's Agreement, if any, including the costs and expenses of any defense against any claim or liability in connection with such exercise or performance (all such costs payable as Permitted O&M Expenses).

(h) The Port Authority agrees that, without the consent of the Lessee, the Port Authority will not amend the Special Project Bond Resolution, the Special Project Bond Series Resolution, the terms of the Passenger Terminal Bonds, the Contract of Purchase or the Trust Indenture, to the extent any such amendment would have a material or adverse effect on rights or obligations of the Lessee in connection with the Passenger Terminal Bonds. The Port Authority further agrees to give the Lessee fifteen (15) days' notice prior to any amendment to the Special Project Bond Resolution, the Special Project Bond Series Resolution or the Trust Indenture.

(i) (i) It is understood that the Port Authority will be issuing the Passenger Terminal Bonds subject to and in accordance with the provisions of Sections 103 and 141 through 150 of the Code. It is the intention of the parties hereto that the interest on the Passenger Terminal Bonds not be includible, for Federal income tax purposes, in the gross income of the recipients thereof under Section 103(a) of the Code except for any period that any such bond or bonds shall be held by a "substantial user" or "related person" of facilities provided from the proceeds of the Passenger Terminal Bonds, within the

meaning of Section 147(a) of the Code, and to that end the Lessee covenants with the Port Authority and for the benefit of the Bondholders that (1) the Lessee shall take any and all actions under the Code to assure that no portion of the proceeds of the Passenger Terminal Bonds will be used in a manner, and that (2) the Lessee shall neither take any actions nor fail to take any actions under the Code with respect to the use of the Project, the revenues therefrom and the proceeds of the Passenger Terminal Bonds, in either case as would cause interest on the Passenger Terminal Bonds to be includible, for Federal income tax purposes, in the gross income of the recipients thereof (except as aforesaid) under Section 103(a) of the Code.

(ii) The Lessee agrees that without the consent of the Port Authority the Lessee will not amend the Trust Administration Agreement or the Leasehold Mortgage.

(j) Prior to execution of the Personal Property Security Interest, the Assignment of Leases and Rents and the other Security Documents, the Lessee shall obtain all necessary and appropriate consents, if any, to permit the Lessee to pledge all right, title and interest of the Lessee in, to and under the collateral covered by the Personal Property Security Interest, the leases and/or the rents in the Assignment of Leases and Rents and the other security covered by the other Security Documents to permit the Trustee to exercise its rights and remedies under the Personal Property Security Interest, the Assignment of Leases and Rents and the other Security Documents, and to permit any purchaser of the collateral to exercise the right, title and interest of the Lessee in, to and under the collateral, the leases and/or the rents and the other security to effectuate the transaction contemplated by the Personal Property Security Interest, the Assignment of Leases and Rents and the other Security Documents respectively.

(k) Assuming compliance with the provisions of the Trust Administration Agreement by the Trustee and the Lessee, and subject to the Resolutions, the Trust Indenture and the Trust Administration Agreement, the Port Authority will neither take any action nor fail to take any action as will cause interest on the Passenger Terminal Bonds to be includible, for Federal income

tax purposes, in the gross income of the recipients thereof under Section 103(a) of the Code except for any period that any such bond or bonds shall be held by a "substantial user" or a "related person" of facilities provided from the proceeds of the Passenger Terminal Bonds within the meaning of Section 147(a) of the Code under Section 103(a) of the Code.

(l) The Lessee may enter into leveraged lease or other similar transactions with respect to all or any portion of the Project; subject to the prior consent of the Port Authority, which consent shall not be unreasonably withheld, provided that such leveraged lease or other similar transactions are not inconsistent with the pledges, mortgages, security interests and assignments applicable to the Passenger Terminal Bonds or the Security Documents.

Section 23. Leasehold Mortgage and Lease Assignment

(a) (i) (1) Notwithstanding the provisions of Section 5 hereof and without otherwise limiting the generality thereof, for the purposes set forth herein, and as a condition to the sale of the Passenger Terminal Bonds, the Lessee shall grant to the Trustee a leasehold mortgage of all its leasehold interest under this Agreement, as provided in the Leasehold Mortgage.

(2) In addition, notwithstanding the provisions of Section 5 hereof, and without otherwise limiting the generality thereof, for the purposes set forth herein, and as a further condition to the sale of the Passenger Terminal Bonds, the Lessee shall assign to the Trustee all of its right, title and interest in, to and under this Agreement pursuant to a lease assignment (the "Lease Assignment") which Lease Assignment shall be subject and subordinate to the Leasehold Mortgage.

(3) The Port Authority, the Trustee, the Lessee and the insurer pursuant to a policy of bond insurance with respect to the Passenger Terminal Bonds Series 6 shall enter into a separate Port Authority Financing Consent and Agreement (the "Port Authority Financing Consent and Agreement") pursuant to which, among other things, the Port Authority consents to the

Leasehold Mortgage, the Lease Assignment and the other Security Documents to the extent applicable to the Port Authority.

(4) The parties acknowledge and agree that it is the intent of the provisions of this Section, the Leasehold Mortgage and the Lease Assignment to allow the Trustee, subject to the terms and provisions of this Agreement, either (x) to foreclose under the Leasehold Mortgage in accordance with the terms thereof and of this Agreement (the "Foreclosure") or (y) to effectuate the assignment of the Lessee's interest under this Agreement pursuant to the Lease Assignment in accordance with the terms thereof and of this Agreement (the "Future Assignment"). The Trustee shall be free to elect either of these remedies, and the election of any such remedies shall not preclude the Trustee from subsequently exercising any other remedies.

(5) The parties acknowledge and agree that it is the intent of the provisions of the Lease Assignment and this Section 23 to assure that, upon the election of the Trustee, this Agreement and the tenancy by the Lessee and its successors and assigns hereunder, shall not be deemed terminated for any purpose, including, without limitation, for purposes of the Special Project Bond Resolution and the Special Project Bond Series Resolution and that it is the further intention of the parties that in the event that the Lessee shall cease to be entitled to the rights of possession, occupancy and its other rights hereunder, at the election of the Trustee, a successor or assignee of the Lessee shall be appointed for whose benefit this Agreement shall continue in full force and effect, except as otherwise specifically set forth in this Agreement. The Port Authority agrees for the benefit of the Trustee and any such successor or assignee of the Lessee to enter into any document, instrument or other agreement as may be necessary or appropriate to evidence the continuation of this Agreement, and any modification of the terms hereof that are necessary to implement or reflect the provisions hereof as set forth herein. Such provisions are a material inducement to the Trustee and the Bondholders in purchasing the Passenger Terminal Bonds to assure them that, at their election, the Lessee shall not terminate or cause the termination of this Agreement so as to make impossible the continuation of the Leasehold Mortgage and the preservation

of the rights of the Bondholders to Facility Rental for the repayment of the Passenger Terminal Bonds.

(ii) If a Foreclosure Purchaser shall acquire title to the leasehold and this Agreement, such Foreclosure Purchaser shall be bound (except as otherwise specifically set forth in this Agreement) by all of the terms and provisions of this Agreement including the provisions (x) respecting the rights and obligations of the Foreclosure Purchaser set forth in paragraph (k) below to, among other things, cure the defaults of the Lessee and (y) restricting the right of the Lessee to transfer, sell or assign the leasehold and its rights under this Agreement including, without limitation, the provisions of Section 5 and this Section. It is understood and agreed that the provisions of Section 31 shall be modified appropriately in conjunction with such Foreclosure so as to reflect the ownership structure of the Foreclosure Purchaser.

(iii) (1) If an assignee (the "Assignee") under any Future Assignment shall become the Lessee under this Agreement, such Lessee shall be subject to all the provisions of the Leasehold Mortgage and the other Security Documents and shall be bound (except as otherwise specifically set forth in this Agreement) by all of the terms and provisions of this Agreement including the provisions (w) concerning the payment of Facility Rental, (x) respecting the rights and obligations of the Assignee set forth in paragraph (k) below to, among other things, cure the defaults of the Lessee, and (y) restricting the right of the Lessee to transfer, sell or assign the leasehold and its rights under this Agreement including, without limitation, the provisions of Section 5 and this Section. It is understood and agreed that the provisions of Section 31 shall be modified appropriately so as to reflect the ownership structure of the Assignee.

(2) Upon the consummation of any Future Assignment, the Assignee shall execute in favor of the Trustee a subsequent Lease Assignment substantially in the form of the Lease Assignment entered into on the Effective Date and shall execute or continue to be bound by the other Security Documents. Upon the consummation of any such Future Assignment, the

Leasehold Mortgage entered into in favor of the Trustee shall continue in full force and effect and any lease assignment in the form of the Lease Assignment entered into on the Effective Date entered into in substitution for the original Lease Assignment shall for all purposes of this Agreement and the Port Authority Financing Consent and Agreement be deemed to be the Lease Assignment.

(iv) (A) The Trustee may effectuate any Future Assignment upon the occurrence and during the continuance of a Trigger Event by giving to the Lessee and the Port Authority an Assignment Notice (as defined in the Lease Assignment) in accordance with the Lease Assignment. Upon the occurrence of a Trigger Event and the giving of an Assignment Notice and without further action on the part of the Trustee, the parties agree that as between the Port Authority and either (x) the Trustee or (y) a Qualified Terminal Operator, the Lessee shall be deemed irrevocably to have assigned its rights hereunder to the Trustee or a Qualified Terminal Operator, the Trustee or such Qualified Terminal Operator shall be deemed to have assumed the Lessee's obligations hereunder as set forth in this Section 23 and, except as modified or waived to the extent provided below, this Agreement shall remain in full force and effect as between the Trustee or such Qualified Terminal Operator and the Port Authority. Upon the Trustee's election pursuant to this subparagraph (iv) (as evidenced by the giving of the Assignment Notice), the Port Authority, in any action seeking enforcement of the termination provisions of this Agreement pursuant to Section 25, shall, instead, seek a judgment compelling the assignment of the Lessee's rights hereunder to the Trustee or such Qualified Terminal Operator, and any rejection or deemed rejection of this Agreement under the U.S. Bankruptcy Code shall not constitute a termination of this Agreement as between the Trustee or such Qualified Terminal Operator and the Port Authority, and the Lessee shall for all purposes be deemed to have assigned its rights hereunder to the Trustee or such Qualified Terminal Operator without any need of any further instrument of assignment or transfer from the Lessee. At the option of the Port Authority, or of the Trustee or such Qualified Terminal Operator, the Trustee and the Port Authority shall confirm such Future Assignment by the execution of a written assignment and

assumption agreement and the Port Authority and the Trustee or such Qualified Terminal Operator, shall enter into any document or instrument that may be appropriate to amend, supplement, or otherwise effectuate the continuation of this Agreement and any appropriate modifications of the terms hereof to implement such assignment, including any modifications to the provisions relating to the payment of Facility Rental authorized by the Trustee.

(B) Any action that the Trustee may take under this Section 23 may be taken by the Trustee or a nominee designated by the Trustee. No designation of a nominee shall afford the Trustee any greater rights under this Agreement with respect to Interim Terminal Operators or Qualified Terminal Operators than otherwise provided in this Agreement with respect to the Trustee itself.

(v) (1) In the event of the foreclosure upon, and the sale or other conveyance of, the leasehold interest under this Agreement, to any Person (such Person being herein referred to as the "Foreclosure Purchaser") pursuant to the exercise of remedies by the Trustee in accordance with the Leasehold Mortgage and this Agreement, the Foreclosure Purchaser shall have the right to pledge its interest as Lessee hereunder to any Qualified Institutional Buyers (as defined in Rule 144A under the Securities Act of 1933) of debt issued by the Foreclosure Purchaser, to any purchasers of debt publicly issued by the Foreclosure Purchaser or to any other lenders to or purchasers of debt issued by the Foreclosure Purchaser that are reasonably satisfactory to the Port Authority (any such lenders or purchasers being herein referred to as the "Replacement Financing Party") and the Port Authority consents to such Foreclosure Purchaser granting a security interest of its leasehold interest in this Agreement to such Replacement Financing Party. Such security interest shall be in form and substance substantially equivalent to the Leasehold Mortgage. Additionally, such Foreclosure Purchaser may also grant security interests to such Replacement Financing Party in form and substance substantially equivalent to the Personal Property Security Interest, the Assignment of Leases and Rents and the other Security Documents, with appropriate changes to reflect that the Special Project

Bonds shall have been accelerated and discharged in full and are no longer issued and outstanding. Such Replacement Financing Party shall have substantially the same rights and benefits relating to the exercise of remedies, including cure periods and notice provisions with respect to defaults, which are afforded to the Trustee under this Agreement and the applicable Security Documents.

(2) Any such new security documents referred to in clause (1) above, including a Leasehold Mortgage (the "Replacement Leasehold Mortgage"), shall constitute "Security Documents" for purposes of this Agreement. No subsequent foreclosure of such new Leasehold Mortgage or exercise of similar rights under any other Security Document by the Replacement Financing Party shall entitle any subsequent foreclosure purchaser to another Replacement Leasehold Mortgage or other Security Documents.

(b) (i) Notwithstanding anything contained in the Leasehold Mortgage or the Lease Assignment, it is understood and agreed that as between the Trustee and the Port Authority, all rights of the Trustee under the Leasehold Mortgage and the Lease Assignment shall be subject and subordinate to the terms, covenants, conditions and provisions of this Agreement which benefit the Port Authority. Notwithstanding any provisions of the Leasehold Mortgage or the Lease Assignment to the contrary, the Lessee shall be deemed to be the tenant under this Agreement unless and until termination of the leasehold interest of the Lessee pursuant to a Notice of Termination hereunder, effectuation of a Future Assignment, or foreclosure and sale or other conveyance of such leasehold interest to a Foreclosure Purchaser.

(ii) (1) The Lessee shall have full and complete control of the operation and use of the Premises, and, except as set forth in this Agreement, the Trust Administration Agreement, the Leasehold Mortgage, the Lease Assignment or the other Security Documents or as otherwise agreed by the Lessee in writing with the consent of the Port Authority, the Lessee shall have full power and authority to give waivers of, and to consent to variations from, the rights of the Lessee under this

Agreement, and to negotiate and enter into supplements and amendments to this Agreement, and except as aforesaid the Port Authority may deal directly with the Lessee in the negotiation and procurement of such waivers, variations, supplements and amendments and in all other matters involving the Lessee under this Agreement or the operation and use of the Premises, without any consultation with or approval by the Trustee or the Bondholders.

(2) Notwithstanding subparagraph (1) above, so long as any Passenger Terminal Bonds remain outstanding, the Lessee shall not, without the prior written consent of the Trustee, (x) take any action or omit any action the effect of which would be to (A) terminate or reduce the Lessee's obligation to pay Facility Rental (including the Accelerated Facility Rental), (B) reduce or terminate the Term, or (C) increase the amount of the annual fixed rentals payable by the Lessee under this Agreement, except for any increase in Facility Rental on account of additional Passenger Terminal Bonds authorized pursuant to the Resolutions and this Agreement and except for any increase in the annual fixed rentals which are junior in priority and right to payment to the payment of Facility Rental, (y) enter into, obtain or otherwise consent to or effectuate any waiver, variation, supplement or amendment of Sections 22, 23, 24, 25 (except waivers of immaterial defaults), 27, 28, 29, 30, 33, 34, 39, 65 or 68; or (z) enter into any written supplement or amendment to this Agreement which, at the time of such supplement or amendment, could reasonably be expected to have a material adverse affect on the rights, interests and/or security of the Trustee and/or Bondholders; provided, however, that the foregoing shall not be construed or deemed to prohibit or restrict the Lessee's rights, without the consent of the Trustee, to enter into an agreement (including a supplement or amendment to this Agreement) with the Port Authority to pay reasonable increases in Ground Rental with respect to Parcel Z previously identified by the parties and with respect to adjustments to the lease line to accommodate design modification or operational factors so long as such modifications or operational factors and such related increases in Ground Rental do not materially adversely affect the Bondholders. None of the following actions shall constitute or be deemed written supplements or amendments to this Agreement

under clause (z) above (but the Lessee agrees not to request or consent to any such action that, at the time of the request or consent, could reasonably be expected to have a materially adverse effect on the Bondholders): (A) the Port Authority may approve construction/alteration applications with respect to the Premises, (B) the Port Authority may enter into, terminate or amend arrangements with the Lessee for the provision of services by the Port Authority which are provided to other unit terminal operators in the Central Terminal Area on the same or a similar basis, (C) the Port Authority may grant, terminate or amend its consent to subleases under Sections 5, 43 or 44 of this Agreement and the plans of the Lessee with respect thereto and (D) the Lessee may enter into, terminate or amend such other separate operational arrangements with the Port Authority as may be necessary or appropriate in connection with the Premises.

(3) In addition, the Lessee, for the benefit of the Trustee, agrees to deliver to the Trustee upon the execution and delivery thereof, true and certified copies of any and all written waivers, variations, supplements or amendments of this Agreement.

(4) The Lessee hereby agrees for the benefit of the Trustee and the Port Authority to perform any obligations and to discharge any liabilities of the Lessee under this Agreement, and the Lessee further agrees to indemnify and save the Port Authority and the Trustee harmless from any loss in connection with the Lessee's failure to discharge any such obligation and liability.

(5) Nothing contained in this Agreement, the Resolutions or any Security Document shall require the Port Authority to exercise any remedy or restrict the Port Authority from waiving any default or alleged default of the Lessee under this Agreement or otherwise, provided, however, that any such waiver by the Port Authority of any default or alleged default by the Lessee or any other waiver by the Port Authority of any covenant or agreement by the Lessee under this Agreement, the Resolutions or any of the Security Documents shall not constitute a waiver of such covenants or defaults by the Trustee, and the Trustee shall be entitled to exercise its applicable remedies

under the Trust Administration Agreement and any other available remedies under any of the other Security Documents.

(c) So long as the Leasehold Mortgage shall be and remain in effect, this Agreement shall be deemed amended in the following respects:

(i) Section 38 (I)(c) shall be amended by adding the words "the Trustee," immediately preceding the words "the Port Authority" in the second line thereof.

(ii) Section 38 (I)(d) shall be amended by adding the words "the Trustee," immediately preceding the words "the Port Authority" in the eighth line thereof.

(iii) Section 38(II)(a) shall be amended by adding the words "and the Trustee" immediately following the words "the Port Authority" in said section.

(iv) Upon full satisfaction and discharge of the Leasehold Mortgage, this Agreement shall be read without reference to the amendments under this paragraph (c).

(d) In the event that pursuant to the terms of Section 34 hereof the Lessee shall sell to the Port Authority and the Port Authority shall purchase from the Lessee so much of the Lessee's leasehold interest in the Premises which are taken, such purchase pursuant to Section 34 shall be free and clear of any lien on such portion of the Lessee's leasehold interest created under the Leasehold Mortgage, the Lease Assignment and the other Security Documents and any interest of the Trustee in this Agreement and the leasehold. The Lessee and the Port Authority hereby agree that the Port Authority shall pay to the Trustee, as the sole and entire consideration for such purchase by the Port Authority, the amount as provided under Section 34. Any amount paid by the Port Authority to the Trustee shall be applied by the Trustee in accordance with the Trust Administration Agreement. It is understood that in the event of termination of this Agreement or transfer of this Agreement based upon condemnation in accordance with Section 34, the Port Authority would accelerate the payment of the Facility Rental and the Lessee would thereby become

obligated to pay the Accelerated Facility Rental as set forth in Section 24 below, it being further understood, however, that the Lessee's obligation hereunder to pay the Accelerated Facility Rental in such event shall be limited to payment of the difference, if any, between the amount paid by the Port Authority in accordance with Section 34 and the amount of the Accelerated Facility Rental, as aforesaid, payable by the Lessee. The Lessee hereby assigns to the Trustee for deposit in the Bond Fund any monies which the Lessee is entitled to retain as a result of a temporary taking pursuant to paragraph (d) of Section 34.

(e) The Port Authority Financing Consent and Agreement shall require the Trustee to send to the Port Authority a copy of each notice of default or delinquency under the Passenger Terminal Bonds, the Leasehold Mortgage, the Lease Assignment or the other Security Documents, or any of them, promptly whenever any such notice of default or delinquency shall have been sent to the Lessee. The Port Authority Financing Consent and Agreement shall also require the Lessee to send to the Trustee a copy of each such Notice of Default, Notice of Intention to Terminate or Notice of Termination given to the Lessee by the Port Authority, as well as any notice of default given by the Port Authority to the Lessee under any other document, promptly whenever any such notice of default shall have been sent by the Port Authority to the Lessee.

(f) (i) Subject to subparagraph (ii) hereof, notwithstanding any other term or provision hereof or of the Leasehold Mortgage or the Lease Assignment or any other Security Document, no Person, other than a Qualified Terminal Operator or the Trustee (provided that the Trustee shall have at all times retained an Interim Terminal Operator from and after any Foreclosure or Future Assignment) shall be or be entitled to become the owner of the leasehold estate hereunder, or acquire any interest in this Agreement as the Foreclosure Purchaser or the Assignee, or to acquire any interest in this Agreement pursuant to any other Security Document or otherwise. The foregoing provision is of the essence of this Agreement, the Leasehold Mortgage and the Lease Assignment and it is only upon this basis that the Port Authority has agreed to enter into this

Agreement and to consent to the Leasehold Mortgage and the Lease Assignment.

(ii) Nothing herein shall be deemed to preclude either the Port Authority or the Trustee (provided that the Trustee shall have at all times retained an Interim Terminal Operator from and after any Foreclosure) from bidding for or from becoming the owner of the Lessee's rights under this Agreement and the leasehold free from any claims, equities or rights of redemption of the Lessee, and, in the case of the Port Authority, the Bondholders and the Trustee. The Port Authority and the Trustee shall have the right to bid for the Lessee's rights under this Agreement and the leasehold at any sale, public or private, whether held pursuant to a judgment of foreclosure, assignment or otherwise.

(g) (i) If the Port Authority shall elect to terminate the letting under Section 25 of this Agreement, then, at the time of service of a Notice of Termination upon the Lessee, the Port Authority shall give a copy of such Notice of Termination to the Trustee as contemplated in Section 25(b)(i)(3) of this Agreement. The Trustee shall have the right to extend the effective date of termination specified in any such Notice of Termination, for a period of sixty (60) days or such lesser period as may be specified by the Trustee (the "Initial Trustee Extension Period"), provided the Trustee shall give notice (the "Trustee Extension Notice") of such extension to the Port Authority at any time on and after the date of the Notice of Termination but not later than the effective date of termination stated in the Notice of Termination.

(ii) The Port Authority and the Lessee agree that in the event that the Port Authority's Notice of Intention to Terminate or Notice of Default is postponed as provided in Section 25(b)(ii), the Port Authority shall give prompt notice to the Trustee of such postponement and to the extent known at the time, the effective date to which any such notice has been postponed. Upon the final completion of any dispute resolution procedure pursuant to Section 25(b), the Port Authority and the Lessee shall promptly notify the Trustee of the results thereof. In the event of any such postponement, the Trustee shall only

have the right to give the Trustee Extension Notice during the sixty (60) day period following receipt by the Lessee and the Trustee of a Notice of Termination from the Port Authority after the end of any period of postponement pursuant to Section 25(b).

(iii) (1) The Trustee shall exercise all reasonably available legal remedies to permit the Trustee through the retention of an Interim Terminal Operator during the Initial Trustee Extension Period referred to in Section 23(g)(i) and any Second Trustee Extension Period referred to in Section 23(g)(iv)(1) to keep the Premises open for business and to cure any defaults by the Lessee in the performance of any covenants under this Agreement the non-performance of which would threaten the life, safety or security of any of the tenants, occupants or invitees using the Premises or the operation of the Airport generally.

(2) Simultaneously with the giving of the Trustee Extension Notice, the Trustee shall apply all Default Available Cash in accordance with the definition of such term.

(iv) (1) At the end of the sixty (60) day period following receipt by the Port Authority of a Trustee Extension Notice, this Agreement and the letting hereunder shall be terminated and the Port Authority shall be entitled to institute summary or other legal proceedings to effectuate the same, unless within such time the Trustee shall have given the Port Authority notice (the "Trustee Election Notice") of its intention to foreclose the Leasehold Mortgage and/or to seek or effectuate a Future Assignment, in which case the Port Authority shall not have the right to terminate this Agreement so long as the Trustee is in compliance with the terms set forth below. During the Initial Trustee Extension Period, and any further period (the "Second Extension Period") up to the Foreclosure pursuant to the Leasehold Mortgage or the Future Assignment pursuant to the Lease Assignment, the Trustee for the purposes of protecting and preserving its security under the Leasehold Mortgage and the Lease Assignment and for meeting the obligations of the Lessee for the operation, care and maintenance of the Premises to the extent provided below, shall (x) continue to perform its obligations to the Port Authority in accordance with subparagraph

(iii) above, and (y) have appointed an Interim Terminal Operator to perform the operating responsibilities of the Lessee for the operation, care and maintenance of the Premises to the extent the Lessee shall fail to do so, but only to the extent of Default Available Cash and to the extent that the Interim Terminal Operator has access to the Premises.

(2) Nothing herein shall be construed to require the Trustee to take any action that would constitute breach of peace or otherwise be unlawful, and the Trustee's obligations hereunder which require access to or possession of the Premises shall be suspended and relieved to the extent that the Trustee shall not be lawfully granted the right of access or possession for such purposes. Any fees payable to and any costs and expenses (including, without limitation, reasonable fees and expenses of counsel) incurred by the Trustee and the Interim Terminal Operator in connection with the foregoing shall be reimbursable to the Trustee or to the Interim Terminal Operator, as the case may be, as Permitted O&M Expenses.

(h) (i) If, in the event this Agreement is terminated pursuant to Section 25 by reason of the occurrence of any Event of Default, and the Port Authority within sixty (60) days after the effective date of such termination receives notice from the Trustee that the Trustee requests a new lease of the Premises (the "New Lease"), and naming as proposed tenant thereof a Qualified Terminal Operator (the "New Lessee"), the Port Authority shall, within sixty (60) days following its receipt of such request or within ten (10) days following the expiration of such longer period during which any decree or order of any court having jurisdiction over the Lessee shall have the effect of preventing the Port Authority, as lessor, from executing or delivering the New Lease, prepare and deliver to the New Lessee, a New Lease, the provisions of which shall be substantially the same as those of this Agreement except for the effective date thereof but with the same expiration date and, with respect to Sections 22, 23 and 24 of this Agreement and except as otherwise provided in this Agreement, affording the New Lessee only those rights which would be applicable to a Foreclosure Purchaser. In the event the Trustee for and on behalf of the New Lessee shall not deliver an executed copy of such New Lease to the Port

Authority within thirty (30) days of its receipt thereof, together with payment for all expenses, including reasonable attorney's fees, incidental to the preparation, printing, execution, delivery and recording of the New Lease, the Trustee shall have no further right or interest in or to the Premises under the Leasehold Mortgage and the New Lease shall be deemed null and void and of no further force and effect except that the Trustee shall on demand return all copies thereof to the Port Authority. The granting of a New Lease to the New Lessee shall not affect the survival of the Lessee's obligations as provided in Section 28 of this Agreement.

(ii) In the event of the termination of this Agreement and the execution and delivery of a New Lease to the Trustee for and on behalf of a Qualified Terminal Operator as the New Lessee pursuant to this paragraph (h) nothing contained in this Agreement or the Leasehold Mortgage shall be deemed to impose any obligation on the part of the Port Authority to deliver personal possession of the Premises to the New Lessee; provided, however, that the obligation of the New Lessee to pay rent and to perform its covenants and obligations under the New Lease shall not apply to the extent that the performance thereof by the Lessee is prohibited or prevented by lack of possession of the Premises. The Port Authority agrees, however, that the Port Authority will, at the sole cost and expense of the New Lessee, cooperate in the prosecution of summary proceedings to evict the Lessee in the event of such termination.

(i) If the Lessee defaults under this Agreement and fails to cure the same within the time allotted therefor, if any, then the Lessee directs that the Port Authority accept and permit, and the Port Authority agrees to accept and permit, the curing of any default under this Agreement by the Trustee as if and with the same force and effect as though cured by the Lessee; provided, however, the curing of any such default by the Trustee shall not be deemed to cure any default by the Lessee under the Leasehold Mortgage or the other Security Documents and shall not relieve the Lessee from any obligation to reimburse the Trustee for any costs and expenses incidental to the curing of such defaults; and provided, further, that, so long as a Trigger Event shall not have occurred and be continuing, the Trustee shall not have the

right to enter the Premises to cure or prevent any default by the Lessee or otherwise take any action that interferes with the Lessee's construction, operation or maintenance of the Project or the Premises except as otherwise provided in Sections 2 and 7(a) of the Assignment of Leases and Rents.

(j) No sale, transfer or assignment by the Lessee of its interest in this Agreement to the Port Authority or the Trustee (or its designee) shall create a merger between the estates of the Port Authority and the Lessee or that of the Lessee and the Trustee unless the Port Authority, the Lessee and the Trustee shall specifically consent to such merger in writing.

(k) In the event of a permitted transfer to a Foreclosure Purchaser or a Future Assignment to an Assignee or the execution of a New Lease with a New Lessee, such Foreclosure Purchaser, Assignee or New Lessee, as the case may be, shall assume or shall have, as the case may be, all of the Lessee's obligations hereunder arising from and after the date of such Foreclosure or Future Assignment or execution of a New Lease (except as otherwise expressly provided in this Agreement). In addition, such Foreclosure Purchaser, Assignee or New Lessee shall agree to immediately cure any non-monetary defaults which would threaten the life, safety or security of any of the tenants, occupants or invitees using the Premises or the operation of the Airport generally and to cure all other past non-monetary defaults by the Lessee hereunder which have an effect on an ongoing basis not later than six months following the later to occur of (x) the effective date of such Foreclosure, Future Assignment or New Lease or (y) the date on which such Foreclosure Purchaser, Assignee, or New Lessee legally obtains possession of the Premises, except where Deferred Compliance is applicable. From and after the date the Foreclosure Purchaser, Assignee, or New Lessee legally obtains possession of the Premises, it shall operate the Premises. Any past due payments to the Port Authority representing (x) Ground Rental or Building Rental, (y) any Subordinated Fundings payable to the Port Authority in respect of any prior periods to the extent that the same are due and payable and have not been paid and (z) any past due amounts payable to the Port Authority which are includible as Permitted O&M Expenses (such amounts being collectively referred to herein

as the "Defaulted Payments") at the effective date of the Foreclosure, Future Assignment or New Lease shall be payable by such Foreclosure Purchaser, Assignee or New Lessee as set forth in the definition of Default Available Cash prior to the payment of any Subordinated Fundings, provided, however, that such Defaulted Payments shall be paid in full no later than one year from the later to occur of (x) the effective date of the Foreclosure, Future Assignment or the New Lease or (y) the date on which the Foreclosure Purchaser, Assignee, or New Lessee legally obtains physical possession of the Premises. In conjunction therewith, the terms of this Agreement shall be deemed amended and modified to grant relief to such Foreclosure Purchaser, Assignee or New Lessee from the performance of the Lessee's obligations to the extent set forth above, and no default shall be deemed to have occurred by or may be enforced by the Port Authority on account thereof.

(l) In the event the Trustee requests that the Port Authority approve any Person as a Qualified Terminal Operator or an Interim Terminal Operator, the Port Authority shall within ten (10) days following its receipt of such request (together with appropriate supporting information) notify the Trustee as to whether the Person is acceptable as a Qualified Terminal Operator or an Interim Terminal Operator. In the event the Port Authority notifies the Trustee that the Person does not qualify as a Qualified Terminal Operator or an Interim Terminal Operator, the Trustee shall be given a reasonable additional time to either resolve any differences with the Port Authority or to locate a different Person to be a Qualified Terminal Operator or Interim Terminal Operator. With respect to any differences as to an Interim Terminal Operator, the requirements of this Agreement with respect to performance by the Trustee shall be extended, and as to any differences with respect to a Qualified Terminal Operator, the time for the implementation, effectuation or completion of a Future Assignment, the foreclosure of a Leasehold Mortgage or the execution of a New Lease shall be reasonably extended.

(m) The Trustee shall have the right to be a Foreclosure Purchaser in connection with a Foreclosure or an Assignee under a Future Assignment provided that it shall at all times during such

period engage an Interim Terminal Operator to operate the Premises and the parties further acknowledge and agree that the Trustee shall have the right to continue to remain such Lessee throughout the balance of the Term, it being understood that the Trustee shall be obligated to perform all the obligations of the Lessee under this Agreement until such time as it shall have assigned this Agreement to a Qualified Terminal Operator.

(n) The Port Authority hereby further agrees, that during any period following the issuance by the Port Authority of any Notice of Intention to Terminate, Notice of Default or Notice of Termination, it shall, to the extent requested by the Trustee (but subject to customary confidentiality and nondisclosure requirements to protect the interests of the Lessee, the Port Authority and the Trustee, subject to the Port Authority's Freedom of Information Policy, which confidentiality requirements shall not unreasonably restrict the Interim Terminal Operator or the Qualified Terminal Operator from evaluating any material or information and sharing such material or information with its advisors to further the intents and purposes hereof), extend cooperation to any proposed Interim Terminal Operator or any proposed Qualified Terminal Operator in connection with the review by any such Person of documents, instruments, records, reports, including all financial information, drawings, leases, and other documents and agreements related to the Premises, to facilitate the assumption by such Person of its duties and responsibilities contemplated hereunder, including, in the case of a Qualified Terminal Operator, the assumption of the Lessee's rights and obligations under this Agreement.

(o) The Trustee and the Port Authority shall be entitled to reimbursement for all of their reasonable costs and expenses in connection with the exercise of any of the rights of the Trustee hereunder (including reasonable fees and disbursements of counsel). The Trustee shall have the right to make such reimbursements from any Gross Revenues received by or available to or controlled by the Trustee and such expenses shall be deemed Permitted O&M Expenses. In addition, the Trustee shall have the right to reimburse the Interim Terminal Operator for any of its costs, expenses and damages, including reasonable fees to such Interim Terminal Operator, as Permitted O&M Expenses.

(p) Any assignment to or assumption by any Person (including the Trustee) of any of the Lessee's rights or obligations hereunder shall be expressly subject to the non-recourse provisions of Section 68 of this Agreement, which provisions shall apply to any such assignee and its officers, directors, shareholders, partners and other principals.

(q) The notice, cure and contest periods and provisions set forth in Section 25 as to any defaults by the Lessee hereunder shall apply equally to any obligations of the Trustee hereunder, including in the exercise of the rights and remedies hereunder.

Section 24. Additional Rental Obligations

(a) In the event this Agreement expires, or in the event this Agreement is terminated or by the Port Authority pursuant to Section 25, or in the event the Trustee shall declare all outstanding Passenger Terminal Bonds to be immediately due and payable in accordance with the Resolutions, the Security Documents and this Agreement, then in any such event the Facility Rental shall be accelerated and the Lessee shall, in lieu of the Facility Rental heretofore provided, pay an amount (the "Accelerated Facility Rental") in the aggregate sufficient, together with any other monies which may be available therefor in the Bond Fund, the Construction Fund (to the extent not disbursed or otherwise disbursable as provided herein) and the Debt Service Fund, if any, to retire all of the outstanding Passenger Terminal Bonds, including accrued and unpaid interest and the premium or premiums, if any, and any other fees, charges, costs and expenses in connection with the Passenger Terminal Bonds then due and owing or incurred or to be incurred or paid or to become due and owing as a result of the retirement thereof; provided, however, if the Trustee's declaration of acceleration of the Passenger Terminal Bonds shall be rescinded, the acceleration of the Facility Rental shall be deemed rescinded as well.

(b) The Port Authority shall irrevocably mortgage, assign and set over to the Trustee for the benefit of the Bondholders all of the Port Authority's right, title and interest in and to the Facility Rental and the Accelerated Facility Rental and all payments of the Facility Rental and the Accelerated Facility

Rental shall be paid directly by the Lessee to the Trustee and the Trustee shall have the right to enforce, in an action for monetary damages, the payment thereof.

(c) Notwithstanding any other provision of this Agreement, or otherwise, neither the Facility Rental nor the Accelerated Facility Rental shall be subject to abatement, suspension, set-off or defense for any reason whatsoever. Without limiting the foregoing, nothing contained in this paragraph shall be construed to release the Port Authority from the performance of any of the agreements on its part contained in this Agreement.

(d) The Accelerated Facility Rental has not been incorporated in the provisions of Section 28 of this Agreement setting forth the damages of the Port Authority in the event of termination of this Agreement or the re-entry, regaining or resumption of possession by the Port Authority as therein set forth. In lieu thereof it is hereby expressly understood and agreed that the provisions of paragraph (c) of this Section including the Lessee's obligations to pay the Facility Rental and the Accelerated Facility Rental as stated therein shall be in effect. If, however, these provisions are not given full and complete effect by any court of competent jurisdiction, then and at the election of the Port Authority and if not otherwise paid, all unpaid installments of Facility Rental and the Accelerated Facility Rental shall be and be deemed to be a part of the damages of the Port Authority under Section 28 of this Agreement and all of the provisions of said Section 28 shall apply and pertain thereto.

(e) In the event the Trustee shall receive a payment of Facility Rental or Accelerated Facility Rental from the Lessee which is insufficient in amount, the Lessee agrees that the Trustee shall apply said payment of Facility Rental, equally and ratably, first to the payment of interest, then to the payment of premium, if any, and then to unpaid principal on the Passenger Terminal Bonds and favoring any such Bond over any other such Bond.

(f) Notwithstanding anything to the contrary contained herein, including, but not limited to, Section 25 (a)(ix), the

Port Authority shall not issue a Notice of Default or Notice of Termination for the failure of the Lessee to pay all or any portion of the Facility Rental or to otherwise provide sufficient monies for deposit into the Bond Fund to pay Debt Service, when due, unless and until the Trustee consents in writing to the issuance of any such notice by the Port Authority. Notwithstanding the foregoing, the Trustee shall have all other remedies available to it, in law or equity (including, without limitation, the Leasehold Mortgage or the Lease Assignment) for failure to make such payments by the Lessee, subject, however, to the provisions of this Agreement, the Resolutions and the Security Documents.

(g) Notwithstanding any other provisions of this Agreement to the contrary, in the event the Lessee fails to pay all or any part of the Facility Rental or otherwise provide sufficient monies for deposit into the Bond Fund to pay Debt Service, when due, the Trustee may, with the written consent of the Bondholders representing not less than a majority in aggregate principal amount of all Passenger Terminal Bonds (excluding any of the Bonds held by or for the account of the Port Authority or the Lessee), and upon written request or direction of the Bondholders representing not less than a majority in aggregate principal amount of all Passenger Terminal Bonds then outstanding (excluding in each case any of the Bonds held by or for the account of the Port Authority or the Lessee), the Trustee shall, by written notice given to the Port Authority and the Lessee, declare (i) that all or any portion of such deficiency be waived, excused, accrued or otherwise deferred to later periods under this Agreement; and/or (ii) that the Lessee in lieu of making a direct payment of all or a portion of the Facility Rental to the Bond Fund shall make payments as directed by the Trustee to third parties, including, but not limited to, an Interim Terminal Operator or a Qualified Terminal Operator.

(h) Notwithstanding anything to the contrary contained herein, in the event the Trustee shall declare all outstanding Passenger Terminal Bonds to be immediately due and payable pursuant to the Resolutions, the Security Documents and this Agreement and the Trustee forecloses under the Leasehold Mortgage, or in the event a New Lease is executed with a

Qualified Terminal Operator, then the Foreclosure Purchaser or successor lessee under a New Lease (the "Purchaser") of the Project shall be entitled, in lieu of any deduction for Facility Rental, to deduct in computing Subordinated Fundings, prior to the payment of any Subordinated Fundings, for any Annual Period and retain for its own account (or for the account of any Person providing financing to such entity) an amount that equals the Purchaser's Acquisition Cost Return. For purposes hereof, the "Purchaser's Acquisition Cost Return" shall mean, for any Annual Period the amount required to amortize over the remaining Term of this Agreement the amount paid by such Purchaser (whether financed with debt or equity or both), together with interest on such total purchase price at the weighted-average rate determined on an arm's-length basis on all debt incurred by the Purchaser to acquire the Lessee's interest under this Agreement in any foreclosure sale or in consideration of the execution of a New Lease. If no debt is incurred in connection therewith, an interest rate shall be reasonably determined by the Port Authority and the Trustee for such purpose, on the basis of the current interest rates prevailing at the time of such Foreclosure or New Lease in connection with debt, having a weighted average life equal to that which would have been applicable to the Passenger Terminal Bonds at such time had the Passenger Terminal Bonds not been accelerated and discharged in full, issued by corporations having a debt rating of BBB or equivalent. In no event shall the amounts deducted in any fiscal year exceed the annual amount of Facility Rental equal to Debt Service on the Passenger Terminal Bonds determined with respect to all installments thereof and the mandatory sinking fund redemption requirements or special mandatory redemption requirements (without any carryforward provided for in the special mandatory redemption provisions) which would be in effect at that time had the Passenger Terminal Bonds remained outstanding. Upon the foreclosure, sale or other conveyance under the Leasehold Mortgage, or the delivery of a New Lease to the Purchaser, the amount of Accelerated Facility Rental shall, as to the Purchaser only, be deemed null, void and of no further force or effect for purposes of this Agreement and no amount thereof shall be due and payable by the Purchaser after the effective date of such foreclosure sale or other conveyance, the Purchaser shall acquire the Lessee's interest free of the obligation to pay Facility

Rental or any Debt Service with respect to the Passenger Terminal Bonds, and the lease provisions shall otherwise be substantially the same (except as expressly provided herein).

Section 25. Termination by the Port Authority

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

(i) The Lessee shall become insolvent or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement, including, without limitation, its reorganization or the readjustment of its indebtedness, under the federal bankruptcy laws or under any other law or statute of the United States or of any state thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property; or

(ii) By order or decree of a court the Lessee shall be adjudged a bankrupt or an order shall be made approving a petition filed by any of its creditors 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 and any such judgment or order is not stayed or vacated within sixty (60) days after the entry thereof; or

(iii) By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Lessee and such possession or control shall continue in effect for a period of sixty (60) days; or

(iv) The Lessee shall voluntarily abandon, desert or vacate the Premises or discontinue its operations at the Premises, or after exhausting or abandoning any right of further

appeal, the Lessee shall be prevented for a period of sixty (60) days by action of any Governmental Authority from conducting its operations at the Airport, regardless of the fault of the Lessee, unless the same (x) shall be or would, with the passage of time, become an event on the basis of which the Lessee may terminate this Agreement under Section 65 (without reference to any agreement by the Lessee not to so terminate while any Passenger Terminal Bonds are outstanding) or (y) shall be the result of damage, destruction, or other causes beyond the Lessee's control; or

(v) Any lien is filed against the Premises or the Lessee's interest therein or thereunder because of any act or omission of the Lessee which has not been removed, discharged or bonded within ninety (90) days after the Lessee has received notice thereof; or

(vi) Except as otherwise provided in Sections 5, 43 or 44, or in the Leasehold Mortgage or the Lease Assignment, the letting hereunder or the interest or estate of the Lessee under this Agreement shall be transferred directly by the Lessee or shall pass to or devolve upon, by operation of law or otherwise, any other Person; or

(vii) Except as otherwise provided in Section 31, control of the Lessee or any member thereof shall be transferred or the Lessee or any member thereof shall, without the prior written approval of the Port Authority, become a constituent or possessor or merged or surviving entity in a merger, a constituent or resulting entity in a consolidation, or an entity in dissolution, in termination or in liquidation; or

(viii) The Lessee shall fail to comply (or, where compliance requires activity over a period of time, shall fail to commence and diligently to continue such compliance) with the directions contained in the written notice from the Port Authority pursuant to Section 46(c) or Section 48(c) within thirty (30) days of receipt thereof by the Lessee (a notice under this subparagraph or subparagraph (ix)(a) or (x) below being referred to herein as a "Notice of Default").

(ix) The Lessee shall fail (a) to pay when due the rentals or fees or to make any other payment required hereunder when due to the Port Authority or (b) to provide sufficient monies for deposit into the Debt Service Fund to reimburse any withdrawal from the Debt Service Fund within one year after such withdrawal and, in either case, any such failure shall continue for a period of thirty (30) days after receipt of Notice of Default by it from the Port Authority to make such payment or reimbursement; or

(x) The Lessee shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Agreement on its part to be kept, performed, or observed, within thirty (30) days after Notice of Default from the Port Authority to the Lessee except where Deferred Compliance is applicable;

then upon the occurrence of any Event of Default and at any time thereafter during the continuance thereof, the Port Authority may upon sixty (60) days' notice (such notice, a "Notice of Termination") terminate the rights of the Lessee and the letting hereunder, such termination to be effective upon the date specified in such notice to the Lessee; such notice to be given only in accordance with this paragraph and paragraph (b) below. Such right of termination and the exercise thereof shall be and operate as a conditional limitation.

(b) The following provisions shall apply to the rights of the Port Authority to terminate this Agreement as provided in subparagraphs (i) through (x) of paragraph (a) above:

(i) (1) The Port Authority shall send to the Lessee and the Trustee, at least (30) days and not more than sixty (60) days prior to service of a Notice of Termination on the Lessee, a notice of the Port Authority's intention to terminate this Agreement under subparagraphs (i), (ii), (iii), (iv), (v), (vi) and or (vii) of paragraph (a) above (a "Notice of Intention to Terminate").

(2) The Port Authority shall send to the Trustee a copy of each Notice of Default required to be given to the

Lessee under subparagraphs (viii), (ix) or (x) of paragraph (a) above, at the same time as any such Notice of Default shall have been sent to the Lessee.

(3) No Notice of Termination shall be deemed to have been validly given by the Port Authority to the Lessee unless and until a copy thereof shall be sent to the Trustee at the same time as sent to the Lessee and, in addition, a Notice of Default or a Notice of Intention to Terminate, whichever is applicable, shall have been sent to the Lessee and the Trustee previously in accordance with this Section 25.

(ii) If the Lessee shall in good faith dispute the basis of (x) any Notice of Intention to Terminate by the Port Authority or (y) any Notice of Default by the Port Authority other than any Notice of Default respecting an Event of Default which threatens the life, safety or security of the tenants, occupants or invitees using the Premises or the operation of the Airport generally, then:

(1) Prior to the completion of the notice period provided for in any Notice of Intention to Terminate, the Lessee may serve a notice of claim upon the Port Authority with respect to such disputed matter provided that the same is effective, timely and otherwise pursuant to and in accordance with the provisions of Section 7101 et seq. of the Unconsolidated Laws of the State of New York, and upon the service of such notice, the effective date set forth in the Notice of Intention to Terminate shall be deemed postponed for seventy-five (75) days and the Port Authority shall not send a Notice of Termination during such period of postponement. Thereafter, if within such seventy-five (75) day period the Lessee has commenced a suit, action or proceeding of any form or nature, as specified in Section 7101 of the Unconsolidated Laws of the State of New York (a "Section 7101 Action") against the Port Authority based upon the claim set forth in such notice of claim, the effective date set forth in the Notice of Intention to Terminate shall be further postponed, and the Port Authority shall not send a Notice of Termination, until fifteen (15) days after such legal action with respect to that claim is resolved;

(2) Prior to the completion of the notice period applicable to any Notice of Default by the Port Authority provided for in subparagraph (ix) of paragraph (a) above, the Lessee may, with respect to any Notice of Default under such subparagraph, submit such dispute for resolution in accordance with Section 61 and for so long as the Lessee diligently pursues the dispute resolution provisions set forth therein, the effective date of such Notice of Default shall be suspended, and the Port Authority shall not send a Notice of Termination, until a date fifteen (15) days after a final, unappealable resolution in such dispute (including a determination that such dispute is inappropriate for treatment under Section 61); or

(3) Prior to the completion of the notice period applicable to any Notice of Default by the Port Authority provided for in subparagraph (viii) or (x) or, to the extent that resolution of such dispute pursuant to Section 61 is inappropriate, subparagraph (ix) of paragraph (a) above, the Lessee may, with respect to alleged Events of Default under subparagraph (viii), (ix) or (x) as the case may be, serve a notice of claim upon the Port Authority with respect to such disputed matter provided that the same is effective, timely and otherwise pursuant to and in accordance with the provisions of Section 7101 et seq. of the Unconsolidated Laws of the State of New York, and upon the service of such notice the effective date set forth in the Notice of Default shall be deemed postponed for seventy-five (75) days, and the Port Authority shall not send a Notice of Termination during such period of postponement. Thereafter, if within such seventy-five (75) day period the Lessee has commenced a Section 7101 Action against the Port Authority based upon the claim set forth in such notice of claim, the effective date set forth in such Notice of Default shall be further postponed, and the Port Authority shall not send a Notice of Termination, until fifteen (15) days after such Section 7101 Action with respect to that claim is resolved.

(iii) (1) If any such resolution pursuant to Section 25(b)(ii)(1) determines that the Event of Default alleged to have occurred in the Notice of Intention to Terminate did in fact occur, the Port Authority may not serve a Notice of Termination on the Lessee on the basis of such occurrence prior to fifteen

(15) days after such determination. If the Lessee shall have taken action or caused action to be taken which will, notwithstanding the fact that the event occurred, reverse the event on an ongoing basis within such fifteen (15) day period, the Notice of Intention to Terminate shall be deemed to have been withdrawn by the Port Authority.

(2) If any such resolution pursuant to Section 25(b)(ii)(2) or (3) determines that any part of the disputed matter alleged in a Notice of Default constitutes an Event of Default under this Agreement, the Port Authority shall not serve a Notice of Termination on the Lessee on the basis of such Event of Default prior to fifteen (15) days after such determination. If the Lessee shall have cured the Event of Default theretofore in dispute within such fifteen (15) day period, such Notice of Default shall be deemed withdrawn with the same force and effect as if it had never been served; or, where Deferred Compliance is applicable, the Port Authority's right to serve a Notice of Termination based thereon shall be stayed for so long as Deferred Compliance is applicable and, at such time as such Event of Default is cured, such Notice of Default shall be deemed withdrawn with the same force and effect as if it had never been served. If the Lessee shall fail to cure such Event of Default and Deferred Compliance is not applicable, the Port Authority shall have the right to serve a Notice of Termination of this Agreement based thereon without regard to any right of the Lessee set forth above, and the Lessee shall have no right to stay the effectiveness thereof, by notice of claim or otherwise, except as provided by law with respect to the determination of the adequacy of such cure.

(3) If any such resolution pursuant to Section 25(b)(ii) should determine that (x) the event alleged to have occurred in the Notice of Intention to Terminate did not, in fact, occur or (y) the Lessee is not in default as alleged under the Notice of Default, then the Notice of Intention to Terminate or Notice of Default, as the case may be, shall be deemed to have been withdrawn by the Port Authority and the Port Authority shall not send any Notice of Termination.

(c) It is expressly understood that nothing contained in this Section shall be deemed to waive any rights of the Port Authority under the provisions of Section 7101 et seq. of the Unconsolidated Laws of the State of New York, and the Lessee hereby covenants and agrees that it shall diligently and in good faith prosecute any notice of claim hereunder, and any ensuing Section 7101 Action with respect to that claim, to resolution.

(d) No acceptance by the Port Authority of rentals, fees, charges or other payments in whole or in part for any period or periods after an Event of Default shall be deemed a waiver of any right on the part of the Port Authority to terminate the letting.

(e) No waiver by the Port Authority of any Event of Default shall be or be construed to be a waiver by the Port Authority of any other or subsequent Event of Default in performance of any of the said terms, covenants and conditions.

(f) Without derogation from the rights granted to the Lessee to stay the terminations provided for in Section 25 (a) under Section 25(b), the rights of termination described above shall be in addition to any other rights and remedies (other than termination) that the Port Authority would have at law or in equity consequent upon any breach of this Agreement by the Lessee, and the exercise by the Port Authority of any such right of termination provided for under Section 25(a) shall be without prejudice to any other such rights and remedies.

(g) "Deferred Compliance" shall mean and be deemed applicable only in circumstances where fulfillment of an obligation would require activity over a period of time or within a specified period of time or by a specified date and the Lessee shall have commenced to perform whatever may be required for fulfillment over a reasonable period of time (notwithstanding the specified period of time or specified date otherwise applicable) and shall continue such performance diligently and without interruption except for causes beyond its control.

(h) In the event the Port Authority withdraws any Notice of Intention to Terminate or any Notice of Default or if any such

notice is deemed withdrawn pursuant to Section (25)(b)(iii), such notice shall not be effective for any purpose hereunder.

Section 26. Right of Re-Entry

The Port Authority shall, upon the effective date of termination, as an additional remedy upon the giving of a Notice of Termination as provided in Section 25 hereof, have the right to re-enter the Premises and every part thereof without further notice of any kind, and may regain and resume possession either with or without the institution of summary or any other legal proceedings or otherwise. Such re-entry, or regaining or resumption of possession, however, shall not in any manner affect, alter or diminish any of the obligations of the Lessee under this Agreement, and shall in no event constitute an acceptance of surrender.

Section 27. Waiver of Redemption

The Lessee hereby waives any and all rights to recover or regain possession of the Premises and all rights of redemption granted by or under any present or future law in the event it is evicted or dispossessed for any cause, or in the event the Port Authority obtains possession of the Premises in any lawful manner.

Section 28. Survival of Obligations

(a) In the event that the letting shall have been terminated in accordance with a Notice of Termination as provided in Section 25 hereof, all the monetary obligations of the Lessee under this Agreement shall survive such termination or re-entry, regaining or resumption of possession and shall remain in full force and effect for the full Term, and the amount or amounts of damages or deficiency shall become due and payable to the Port Authority to the same extent, at the same time or times and in the same manner as if no termination, re-entry, regaining or resumption of possession had taken place. The Port Authority may maintain separate actions each month to recover the damage or deficiency then due or at its option and at any time may sue to recover the full deficiency less the proper present value

discount, as set forth in Section 28(b) and (d) for the entire unexpired Term.

(b) The amount of damages for the period of time subsequent to termination or cancellation (or re-entry, regaining or resumption of possession) on account of the Lessee's rental obligations, shall be the sum of the following:

(i) On account of (1) Ground Rental and (2) Building Rental, the Lessee's rental obligation shall be the amount of the total of all such rentals for each Annual Period less the amount attributable to the installments of any of the said rentals payable prior to the effective date of termination except that the credit to be allowed for the amount attributable to the installments payable on the first day of the month in which the termination is effective shall be prorated for the part of the month the letting remains in effect, on the basis of the actual number of days in the month; and

(ii) An amount equal to all expenses reasonably incurred by the Port Authority in connection with regaining possession and restoring and reletting the Premises, for legal expenses, putting the Premises in order including, without limitation, cleaning, decorating and restoring (on failure of the Lessee to restore), maintenance and brokerage fees.

(c) Without limiting any of the foregoing, the Port Authority may at any time bring an action to recover all the damages as set forth above not previously recovered in separate actions, or it may bring separate actions to recover the items of damages set forth in subparagraph (i) and (ii) of paragraph (b) above and separate actions periodically to recover from time to time only such portion of the damages set forth in subparagraph (i) of paragraph (b) above as would have accrued as rental up to the time of the action if there had been no termination. In any such action the Lessee shall be allowed a credit against its survived damages obligations equal to the amounts which the Port Authority shall have actually received from any tenant, licensee, permittee or other occupier of the Premises or a part thereof during the period for which damages are sought, and if recovery is sought for a period subsequent to the date of suit a credit

(7) has had any sanction imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust regardless of the dollar amount of the sanctions or the date of their imposition;

(8) has been, or is currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency; or

(9) has been indicted or convicted of any crime or material offense in any jurisdiction.

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

(xii) Each Sublease shall contain the following language:

(1) "The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented or superseded by similar federal legislation, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith, the Port Authority has undertaken and may in the

future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by [the Sublessee] of the covenants, promises and obligations contained in this [Sublease] is therefore a special consideration and inducement to the Port Authority's consent to this [Sublease], and if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with the Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by [the Sublessee] of such covenants, promises and obligations, [the Sublessee] will promptly comply therewith, at the time or times when and to the extent that the Port Authority may direct.

(2) "Without limiting the generality of the preceding material of this subdivision, this [Sublease] is subject to the requirements of the U.S. Department of Transportation's regulations, 49 C.F.R. Part 23, Subpart F. [The Sublessee] agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 C.F.R. Part 23, Subpart F.

(3) "[The Sublessee] agrees to include the above statements in any subsequent concession agreements that it enters and cause those businesses similarly to include the statements in further agreements, the foregoing not to be construed as approval by [the Lessee] or the Port Authority of any such agreements as required."

(xiii) The Sublessee shall maintain commercially reasonable levels of property and liability insurance in accordance with industry standards; provided, however, that in any event each Sublessee under an Airline Sublease shall maintain the following:

(1) Public Liability Insurance, including contractual liability, premises-operations, products,

completed operations and liquor liability, and covering bodily injury, including death, and property damage liability, and broadened to include (or equivalent separate policies covering) aircraft liability, none of the foregoing to contain care, custody and control exclusions, with a combined single limit of $100 million per occurrence for bodily injury and property damage liability; and

(2) Commercial Automobile Liability Insurance (if motor vehicles are being used by the Sublessee) covering owned, non-owned and hired vehicles, including automatic coverage for newly acquired vehicles, with a combined single limit of $25 million per occurrence for bodily injury and property damage liability.

(e) Each policy of insurance required to be maintained by a Sublessee shall designate the Port Authority and The City of New York as additional insureds. The Lessee shall deliver to the Port Authority, at least ten (10) days prior to the start of any operations by the Sublessee and prior to the expiration of each insurance policy, respectively, original or renewal certificates for such policy.

(f) The provisions of this Section shall not apply to the sale or transfer of the Lessee's interest in this Agreement pursuant to or under the Leasehold Mortgage or to any assignment of the Lessee's interest in this Agreement pursuant to the Lease Assignment as provided in Section 23 of this Agreement.

Section 6. Use of Premises

(a) The Lessee hereby agrees to and shall use and operate the Premises as an airline passenger terminal for (i) the subleasing of the Premises by the Lessee to (x) Scheduled Aircraft Operators who are Airline Sublessees, (y) Retail Sublessees and (z) Additional Sublessees for airline passenger terminal-related purposes, (ii) use and occupancy by religious congregations as provided in Section 79 and (iii) use and occupancy of Federal Inspection Services and other governmental agencies in each instance in accordance with, pursuant to and

subject to the terms of this Agreement, including without limitation Sections 43, 44, 45 and 79 hereof.

(b) It is understood and agreed that the Premises shall be used by Scheduled Aircraft Operators who are Airline Sublessees pursuant to Section 43, solely in connection with their business of transportation by aircraft, for the following purposes and for activities reasonably required for such purposes and for such purposes and activities only:

(i) For the reservation of space and the sale of tickets for transportation by aircraft operated by the Airline Sublessee.

(ii) For the reservation of space and the sale of tickets for transportation by other Scheduled Aircraft Operators but only as an incident to or in connection with transportation performed or to be performed by an Airline Sublessee or as an incident to or in connection with the cancellation of such transportation, or for the accommodation or convenience of the incoming or outbound passengers of Airline Sublessees at the Airport. The occasional reservation of space and the sale of tickets for transportation by other Scheduled Aircraft Operators shall not be deemed to be prohibited by this subparagraph.

(iii) For the clearance, checking and rendering of service by the Airline Sublessee to its passengers and for the furnishing of information service to its passengers and the general public.

(iv) For providing rooms or space for the special handling of or the furnishing of special services by the Airline Sublessee to its passengers, guests, or invitees, subject to and except as otherwise provided in Section 43 hereof.

(v) For the handling of baggage by the Airline Sublessee of its passengers, including baggage and parcels such passengers decide to send as air cargo.

(vi) For the handling of unclaimed baggage and lost and found articles.

(vii) For the conduct of operations, traffic, communications, reservations and administrative office functions and activities in connection with air transportation performed by the Airline Sublessee.

(viii) For the preparation, packaging and storage of food, beverages and commissary supplies to be consumed on aircraft operated to and from the Premises by the Airline Sublessee.

(ix) For the storage of repair parts, supplies and other personal property owned or leased by the Airline Sublessee and for the performance of minor repairs to personal property of the Airline Sublessee.

(x) For the storage of such automotive fuel and lubricants as may be approved by the Port Authority.

(xi) For use as crew quarters to be used by personnel of the Airline Sublessee, during layovers between flights and for the establishment of lounges for employees of the Airline Sublessee.

(xii) For the loading and unloading of passengers, baggage, mail, air cargo and commissary supplies of the Airline Sublessee, provided, however, that the use of the Premises for the unloading and loading of passengers and their baggage from ground transportation vehicles shall be subject to limitation and restriction, from time to time, as set forth in Section 57 hereof.

(xiii) For the parking and storage of aircraft and ramp equipment operated by the Airline Sublessee.

(xiv) For the fueling and routine servicing of aircraft and ramp equipment operated by the Airline Sublessee and for the maintenance of said ramp equipment.

(xv) For the performance of emergency or turn-around aircraft maintenance on aircraft operated by the Airline Sublessee.

(xvi) For the training of personnel employed or to be employed by the Airline Sublessee or other persons engaged in commercial transportation by aircraft, provided, that unless consented to by the Port Authority, neither the Lessee nor any Airline Sublessee shall engage in the training of Persons employed by others or to be employed by others if the training of such Persons is in competition with any concessionaire, permittee or licensee of the Port Authority at the Airport (other than another Person engaged in the business of transportation by aircraft).

(xvii) For the temporary storage of baggage and mail.

(xviii) For the occasional and temporary storage of air cargo.

(c) It is understood and agreed that the Premises shall be used by Retail Sublessees solely in connection with retail sales of goods and services at the Premises and for activities reasonably required for such purposes and for such purposes and activities only.

(d) It is understood and agreed that the Premises may be used by the Lessee for its operational and administrative offices. The Lessee may conduct airport-related training programs for its employees at the Premises. Such programs may occasionally include employees of the Lessee's Affiliates.

(e) The Lessee may use the Premises for any other purpose or activity, in addition to those specified in this Section, for which the Premises are expressly authorized to be used by any other provision of this Agreement.

(f) No greater rights or privileges with respect to the use of the Premises or any part thereof are granted or intended to be granted to the Lessee by this Agreement, or by any provision thereof, than the rights and privileges expressly and specifically granted hereby.

(g) Neither this Agreement, nor anything contained herein, including, without limitation, this Section, shall or shall be deemed to grant to the Lessee any right, privilege or permission to perform any sale, service or any other activity other than as is expressly provided herein and upon the terms and conditions hereof, including, without limitation, the obligation to make the payments called for in this Agreement.

Section 7. Ingress and Egress

(a) The Lessee, its Sublessees, officers, employees, customers, patrons, invitees, contractors, suppliers of material and furnishers of services, shall have the right of ingress and egress between the Premises and city streets or public ways outside the Airport by means of existing roadways to be used in common with others having rights of passage within the Airport, provided, however, that the Port Authority may from time to time substitute other reasonably equivalent means of ingress and egress as provided in Section 7(c) and provided, further, however, that the Lessee hereby expressly understands and agrees that the Lessee shall have no right of ingress and egress or access hereunder or otherwise for its employees, customers, patrons, invitees and their baggage between the Premises and the city streets or public ways outside the Airport by means of any mode of transportation or any vehicle which may be limited or restricted in accordance with Section 57 hereof except as provided in Section 57, it being understood that access to the Premises for emergency response for reasons of safety or health shall not be deemed a breach hereof.

(b) The Lessee and its Airline Sublessees shall have the right of ingress and egress between the Premises and the Public Landing Area at the Airport, by means of existing Taxiways to be used in common with others having rights of passage thereon, provided, however, that the Port Authority may from time to time substitute other reasonably equivalent means of ingress and egress as provided in Section 7 (c).

(c) The use of all roadways and Taxiways shall be subject to Port Authority Rules and Regulations. In addition to the rights of closure granted above, the Port Authority may, at any

time, temporarily or permanently close, or consent to or request the closing of, any such roadway, taxiway and any other area at the Airport presently or hereafter used as such, so long as a means of ingress and egress reasonably equivalent to that provided in paragraphs (a) and (b) above remains available to the Lessee. The Lessee hereby releases and discharges the Port Authority, its successors and assigns, of and from any and all claims, demands or causes of action concerning the adequacy of ingress or egress which the Lessee may now or at any time hereafter have against any of the foregoing, arising or alleged to arise out of the closing of any street, roadway, taxiway or other area used as such whether within or outside the Airport, provided a reasonably equivalent means of ingress and egress is available.

Section 8. Rental

(I) In consideration of the rights granted to the Lessee under this Agreement, the Lessee agrees to pay, fund or apply rentals and other amounts as provided below:

(a) (i) Permitted O&M Expenses. The Lessee shall pay Permitted O&M Expenses (as such term is defined in Exhibit 8.1) or cause the Trustee to pay Permitted O&M Expenses pursuant to Sections 7, 8 and 9 of Appendix A to the Trust Administration Agreement.

(ii) Ground Rental and Building Rental. The Lessee shall pay Ground Rental and Building Rental, or cause the Trustee to make such payment in accordance with the applicable provisions of Section 7 of Appendix A to the Trust Administration Agreement, on the following basis:

(1) Ground Rental. On the First Monthly Funding Date following the earlier to occur of DBO and the fourth anniversary of the Effective Date and on each Monthly Funding Date thereafter, Ground Rental ("Ground Rental") shall be payable monthly as a Proratable Amount in an amount equal to one-twelfth of the Base Rental Amount for the applicable Annual Period. On the First Monthly Funding Date following such fourth anniversary of the Effective Date or DBO (whichever occurred earlier), the

Lessee shall also pay a prorated amount of any Ground Rental for the days from and including such respective date to (but excluding) such First Monthly Funding Date.

(2) Building Rental in the Pre-DBO Period.
(A) If the fourth anniversary of the Effective Date shall occur prior to DBO, on the First Monthly Funding Date thereafter and on each subsequent Monthly Funding Date until DBO, Building Rental ("Building Rental") shall be payable monthly as a Proratable Amount in an amount equal to one-twelfth of ; provided that such Building Rental shall be paid only out of the excess, if any, of the estimated amount of Gross Revenues with respect to such Month over the sum of (w) the estimated payments of Permitted O&M Expenses with respect to such Month (including deposits for such purposes into the Operations and Maintenance Expense Fund), (x) the amount of any Ground Rental payable pursuant to Section 8(I)(a)(ii)(1) with respect to such Month, (y) an amount equal to one-sixth of any Facility Rental payable from Gross Revenues within six Months after such Monthly Funding Date, and (z) an amount equal to the sum of the amounts to be deposited as Reserve Amounts with respect to such Month. On the First Monthly Funding Date following such fourth anniversary of the Effective Date, Lessee shall also pay a prorated amount of any Building Rental for the days from and including such fourth anniversary to (but excluding) such First Monthly Funding Date. If DBO occurs any day other than the first day of a Month, the prorated amount of Building Rental paid for the days of such Month following DBO shall be credited against any outstanding Building Carry as of DBO, with any excess credited against the Lessee's future obligations to pay Ground Rental pursuant to Section 8(I)(a)(ii)(1) above.

(B) The amount, if any, of Building Rental not paid by reason of the proviso in Section 8(I)(a)(ii)(2)(A) above with respect to any Month shall be carried forward to and be due on the next Monthly Funding Date together with an amount equivalent to interest at the Special Project Bond Rate on such amount. The amount of such unpaid Building Rental for all previous periods together with the interest equivalent thereon calculated at the Special Project Bond Rate each month (the "Building Carry") shall be carried to each subsequent Monthly

Funding Date prior to DBO and shall be payable on the same basis as Building Rental with respect to such subsequent Month until such Building Carry has been paid in full or is converted into Building Carry Rental pursuant to Section 8(I)(a)(ii)(2)(C) below.

(C) Beginning on the Quarterly Funding Date with respect to the Quarter in which DBO occurs, a Contingent Obligation shall be created and calculated (the "Building Carry Rental") equal to the Building Carry as of DBO (less any credits applied pursuant to Section 8(I)(a)(ii)(2)(A)) plus interest at the Special Project Bond Rate from DBO through the end of such Quarter. Any unpaid amount of Building Carry Rental from any Quarter shall be carried forward to the subsequent Quarter and be payable as Building Carry Rental together with interest thereon at the Special Project Bond Rate from and including the first day of such subsequent Quarter through and including the last day of such subsequent Quarter.

(b) Facility Rental. In all events, the Lessee shall be obligated to pay facility rental (the "Facility Rental") on each date (such date, a "Semi-Annual Funding Date") that is three days prior to a date for the payment of Debt Service (such date for the payment of Debt Service, a "Debt Service Payment Date") in an amount that, when combined with all other funds available for the payment of Debt Service, shall be equal to the amount due for the payment of Debt Service on such Debt Service Payment Date. Such amount shall be further determined and paid as follows:

(i) The Lessee shall pay Facility Rental in consideration of the use and occupancy of the existing IAB during the Pre-DBO Period (such Facility Rental, "Facility Rental A") as follows:

(A) on each Monthly Funding Date (except a Debt Service Payment Date), in an amount equal to (x) the amount due on the next succeeding Debt Service Payment Date after taking into account other funds available for such payment in the Construction Fund and the Bond Fund divided by (y) the number of Monthly Funding Dates and Semi-Annual Funding Dates (including the current Monthly Funding Date) remaining

prior to the next succeeding Debt Service Payment Date; provided, however, that Facility Rental A payable under this paragraph (A) shall be paid only out of the excess, if any, of the estimated amount of Gross Revenues with respect to the Month preceding the Month in which the Monthly Funding Date occurs over the sum of (x) the payments of Permitted O&M Expenses with respect to such prior Month (including deposits for such purposes into the Operations and Maintenance Expense Fund) and (y) the amount of any Ground Rental payable with respect to such prior Month; plus

(B) on each Quarterly Funding Date with respect to each Quarter from the Effective Date to the Quarter in which the earlier of DBO and the fourth anniversary of the Effective Date occurs, in an amount equal to, for the period from the later of the Effective Date and the previous Semi-Annual Funding Date to the current Semi-Annual Funding Date, the excess of (1) the sum of (A) a Proratable Amount equal to $25 million per year, (B) a Proratable Amount equal to the Base Rental Amount for the applicable Annual Period per year, and (C) any amounts of Pre-DBO Residual Cash Flow made available as Subordinated Fundings over (2) any amounts of Facility Rental A paid in accordance with Section 8(I)(b)(i)(A) subsequent to the last Debt Service Payment Date (including concurrently with such Quarterly Funding Date); provided, however, that Facility Rental A payable under this paragraph (B) shall be paid only out of the excess, if any, of the estimated amount of Gross Revenues of the Quarter with respect to which such payment is made over the sum of (x) the payments of Permitted O&M Expenses with respect to such Quarter (including deposits for such purposes into the Operations and Maintenance Expense Fund) and (y) the amount of any Ground Rental payable with respect to such Quarter; plus

(C) on each Semi-Annual Funding Date, in an amount equal to the amount due on the next succeeding Debt Service Payment Date after taking into account other funds available in the Bond Fund, or to be transferred to the Bond Fund on or before such Debt Service Payment Date; and

(ii) The Lessee shall pay Facility Rental in consideration of the use and occupancy of the Terminal during the Post-DBO Period (such Facility Rental, "Facility Rental B"):

(A) on each Monthly Funding Date (except a Debt Service Payment Date), in an amount equal to (x) the amount of interest due as Debt Service on the next succeeding Debt Service Payment Date after taking into account other funds available for the payment of Debt Service in the Bond Fund or to be transferred to the Bond Fund on or before such Debt Service Payment Date divided by (y) the number of Monthly Funding Dates and Semi-Annual Funding Dates (including the current Monthly Funding Date or Semi-Annual Funding Date) remaining prior to the next succeeding Debt Service Payment Date; provided, however, that Facility Rental B payable under this paragraph (A) shall be paid only out of the excess, if any, of the estimated amount of Gross Revenues with respect to the Month preceding the Month in which the Monthly Funding Date occurs over the sum of (x) the payments of Permitted O&M Expenses with respect to such prior Month (including deposits for such purposes into the Operations and Maintenance Expense Fund) and (y) the amount of any Ground Rental payable pursuant to Section 8(I)(a)(ii)(1) with respect to such prior Month; and

(B) on each Monthly Funding Date, in an amount equal to (x) the amount of principal expected to be due as Debt Service (including with respect to Special Mandatory Redemptions) on the next Debt Service Payment Date on which a principal payment is to be made after taking into account other funds available to pay such Debt Service in the Bond Fund or to be transferred to the Bond Fund on or prior to the next Debt Service Payment Date on which a principal payment is to be made pursuant to the Trust Administration Agreement divided by (y) the number of Monthly Funding Dates (including the current Monthly Funding Date) remaining prior to the next succeeding Debt Service Payment Date on which a payment of principal is to be made; provided, however, that Facility Rental B payable under this paragraph (B) shall be paid only out of the excess, if any, of the estimated amount of Gross Revenues with respect to the Month preceding the

Month in which the Monthly Funding Date occurs over the sum of (x) the payments of Permitted O&M Expenses with respect to such prior Month (including deposits for such purposes into the Operations and Maintenance Expense Fund) and (y) the amount of any Ground Rental payable pursuant to Section 8(I)(a)(ii)(1) with respect to such prior Month; and

(C) on each Semi-Annual Funding Date, in an amount equal to the amount due on the next succeeding Debt Service Payment Date after taking into account other funds available in the Bond Fund or to be transferred to the Bond Fund on or before such Debt Service Payment Date for the payment of Debt Service.

(iii) "Pre-DBO Residual Cash Flow" shall mean, in the Pre-DBO Period, the amount of Available Net Cash Flow, if any, remaining after payment in full of the First through the Thirteenth Priority Levels in accordance with Section 8(I)(c) which shall be made available for payment as part of Facility Rental A in accordance with this Section 8(I)(b).

(iv) Any payment of Facility Rental shall be made in accordance with the applicable terms of the Trust Administration Agreement, and any use of funds held pursuant to the Trust Administration Agreement to pay (or provide for payment of) Debt Service or Facility Rental as provided thereunder, shall satisfy Lessee's obligations hereunder; except to the extent that the Trustee shall, by use of any amount in the Debt Service Fund, be subrogated to the Port Authority's right to receive Facility Rental as provided in Section 4(B)(1) of Appendix A to the Trust Administration Agreement.

(v) The Lessee shall make payments or cause the Trustee to make transfers to the Debt Service Fund in accordance with Section 6(B)(4) of Appendix A to the Trust Administration Agreement.

(c) Subordinated Fundings. The Lessee shall pay or provide for:

First Additional Land Rental,

Lessee Development Savings Funds,
Port Authority Development Savings Distribution,
Port Authority True-up Penalty Distribution,
Lessee True-up Penalty Funds,
Basic Lease Extension Adjustments,
Subordinated Debt Service,
Lessee Additional Funds,
Building Carry Rental,
Lessee Terminal Management Funds,
Port Authority Consumer Service Concession Fee,
Deferred Balance Rental,
Lessee Retail Management Funds,
Port Authority Handling Fee,
Lessee Contribution to Port Authority O&M Expense Rental,
Port Authority Ramp Control Tower Rental,
Port Authority Parking Concession Rental,
Lessee Handling Funds,
Equity Capital Investment Pre-DBO Funds,
Equity Capital Investment Post-DBO Funds,
Second Additional Land Rental,
Subordinated Management Funds,
Third Additional Land Rental,
Port Authority Residual Rental, and
Lessee Residual Funds.

(each, a "Contingent Obligation") by making or providing Subordinated Funding for such Contingent Obligations in accordance with the provisions of this subsection (c).

(i) Calculation of Subordinated Fundings. (1) Calculation of Available Net Cash Flow. With respect to any period, available net cash flow ("Available Net Cash Flow") shall be an amount equal to (x) Gross Revenues with respect to such period plus (y) the sum of (A) amounts on deposit as Reserve Amounts that are utilized to pay Permitted O&M Expenses in such period and (B) amounts held as reserves in the Subordinated Payments and Lessee Reserve Fund pursuant to subclause (F) in clause (z) below to the extent released to make payments or fundings permitted hereunder, minus (z) the sum of (A) the amount of Permitted O&M Expenses expended for such period, (B) payments

of Building Rental with respect to such period, (C) Ground Rental with respect to such period, (D) the sum of any payments (or fundings) of Facility Rental A and Facility Rental B with respect to such period, (E) amounts deposited as Reserve Amounts with respect to such period, (F) subject to Port Authority consent, amounts held in the Subordinated Payments and Lessee Reserve Fund as reserves in anticipation of projected shortfalls in subsequent Annual Periods in the funding of Permitted O&M Expenses, Ground Rental, Building Rental, Facility Rental and/or required deposits into the Operations and Maintenance Reserve Fund, Lessee Contingency Fund, Major Maintenance and Renewal Fund and Debt Service Fund and (G) payments directly from the Revenue Fund into the Section 148(f) Payment Fund as directed by the Lessee pursuant to the Trust Administration Agreement.

(2) Priority of Subordinated Fundings. Available Net Cash Flow shall be applied to the following Contingent Obligations in the order of priority specified below (each, a "Priority Level"); and to the extent Available Net Cash Flow is used to fund any Contingent Obligation, it shall constitute a "Subordinated Funding".

(A) **First Priority Level:** First Additional Land Rental;

(B) **Second Priority Level:** Lessee Development Savings Funds and Port Authority Development Savings Distribution,

(C) **Third Priority Level:** Port Authority True-up Penalty Distribution, Lessee True-up Penalty Funds, and Basic Lease Extension Adjustment;

(D) **Fourth Priority Level:** Subordinated Debt Service;

(E) **Fifth Priority Level:** Building Carry Rental and Lessee Additional Funds;

(F) **Sixth Priority Level:** Lessee Terminal Management Funds and Port Authority Consumer Service Concession Fee;

(G) **Seventh Priority Level:** Deferred Balance Rental;

(H) **Eighth Priority Level:** Lessee Retail Management Funds, Port Authority Handling Fee, Lessee Contribution to Port Authority O&M Expense Rental, Port Authority Ramp Control Tower Rental, and Port Authority Parking Concession Rental;

(I) **Ninth Priority Level:** Lessee Handling Funds;

(J) **Tenth Priority Level:** Equity Capital Investment Pre-DBO Funds and Equity Capital Investment Post-DBO Funds;

(K) **Eleventh Priority Level:** Second Additional Land Rental;

(L) **Twelfth Priority Level:** Subordinated Management Funds;

(M) **Thirteenth Priority Level:** Third Additional Land Rental; and

(N) **Fourteenth Priority Level:** with respect to any portion of the Post-DBO Period, Port Authority Residual Rental and Lessee Residual Funds.

(3) Priority Levels. Contingent Obligations on any Priority Level are to be funded for any period only to the extent of Available Net Cash Flow after completely funding each higher Priority Level. Where multiple Contingent Obligations exist at a single Priority Level, each such obligation shall be funded on a pari passu basis. Except as specifically provided in this Agreement with respect to Lessee Additional Funds, Basic Lease Extension Adjustments, First Additional Land Rental,

Subordinated Debt Service, Building Carry Rental, Deferred Balance Rental, Equity Capital Investment Pre-DBO Funds, Equity Capital Investment Post-DBO Funds, Second Additional Land Rental and Third Additional Land Rental, unfunded Contingent Obligations expire and are not carried from one Annual Period to a subsequent Annual Period. Notwithstanding the foregoing and with no exceptions, Contingent Obligations at the end of the Term shall cease and expire.

(ii) Quarterly Fundings. (1) Calculation of Quarterly Fundings. On each Quarterly Funding Date, the Lessee shall make Subordinated Fundings on an actual (but unaudited) basis reflecting the Available Net Cash Flow and Contingent Obligations, in each case, as aggregated over the current Quarter and the preceding Quarters in the same Annual Period and as adjusted by amounts previously funded to either the Port Authority or the Lessee in preceding Quarters in the same Annual Period. The Lessee shall calculate such Subordinated Fundings as provided below:

(A) Aggregate Available Net Cash Flow. The Lessee shall calculate the aggregate Available Net Cash Flow for the current Quarter and the preceding Quarters in the same Annual Period (the "Aggregate Available Net Cash Flow"); provided, however, that the Aggregate Available Net Cash Flow for such Quarters may be adjusted downward in reasonable anticipation of projected shortfalls in revenue in subsequent Quarters in the same Annual Period; then

(B) Aggregate Contingent Obligations. For each category of Contingent Obligation, the Lessee shall aggregate the amount of such Contingent Obligation applicable to the current Quarter and applicable to preceding Quarters in the same Annual Period (each, an "Aggregate Contingent Obligation"); then

(C) Application of Funds. In accordance with Section 8(I)(c)(i)(2) and (3), the Lessee shall apply the Aggregate Available Net Cash Flow to fund each such Aggregate Contingent Obligation in the order of priority set forth for the respective Contingent Obligations under

Section 8(I)(c)(i)(2) to the extent of such Aggregate Available Net Cash Flow (included in this calculation is the possibility that categories of Contingent Obligations funded in earlier Quarters of an Annual Period may later be deemed to have not been funded in the earlier Quarters except as set forth in the proviso in Section 8(I)(c)(ii)(F)); then

(D) Aggregate Fundings. The Lessee shall calculate (x) the sum of Aggregate Contingent Obligations payable to the Port Authority which are to be funded in accordance with clause (C) above (the "Port Authority Aggregate Fundings") and (y) the sum of Aggregate Contingent Obligations which are to be funded as Lessee Unrestricted Funds in accordance with clause (C) above (the "Lessee Aggregate Fundings"); then

(E) Quarterly Fundings. The Lessee shall (x) pay to the Port Authority the *difference of* Port Authority Aggregate Fundings *less* the sum of Port Authority Quarterly Fundings with respect to any previous Quarters in the same Annual Period (such difference, the "Port Authority Quarterly Funding" with respect to the current Quarter) and (y) make available as Lessee Unrestricted Funds the *difference of* Lessee Aggregate Fundings *less* the sum of Lessee Quarterly Fundings with respect to any previous Quarters in the same Annual Period (such difference, the "Lessee Quarterly Funding" with respect to the current Quarter; together with the Port Authority Quarterly Funding, the "Quarterly Fundings").

(F) Equity Capital Investment Pre- and Post-DBO Funds, Second Additional Land Rental, Third Additional Land Rental, Deferred Balance Rental. In connection with the foregoing, the parties understand that the Contingent Obligations for Equity Capital Investment Pre- and Post-DBO Funds, Second Additional Land Rental, Third Additional Land Rental and Deferred Balance Rental shall be calculated for the first Quarter of an Annual Period and each succeeding Quarter within an Annual Period in accordance with the definitions as later detailed in this Section, for each such respective Contingent Obligation. In the calculation of

these categories of Contingent Obligations, the Contingent Obligation within the same category, for preceding Quarters in the same Annual Period, shall only be deemed to be amounts actually funded to either the Lessee or the Port Authority, provided, however, in accordance with subparagraph (C) above, in instances where amounts were funded in a Quarter or Quarters and in a later Quarter within the same Annual Period deemed to have not been funded in the earlier Quarter or Quarters, then the Aggregate Contingent Obligation for the later Quarter shall (strictly for purposes of calculating additional interest due arising from shortfalls in Available Net Cash Flow) be calculated as if the Contingent Obligation for the earlier Quarter or Quarters had been funded.

(2) Financial Statements. Each time Quarterly Fundings are made, the Lessee shall deliver to the Port Authority the cash basis unaudited financial statements for the period covered by such Subordinated Fundings together with a certificate signed by one or more authorized officers of the Lessee stating that such Subordinated Fundings have been made in accordance with this Agreement, including an explanation of any downward adjustments made with respect to the proviso in 8(I)(c)(ii)(A).

(3) Non-Interference. The Port Authority and the Lessee agree that neither party shall intentionally interfere with or manipulate the receipt of Gross Revenues or the payment of Permitted O&M Expenses so as to unfairly disadvantage the other party.

(4) Quarterly Funding Dates. The first day of the second Month following any Quarter shall be a "Quarterly Funding Date", such that May 1 is the Quarterly Funding Date for the Quarter commencing on the January 1 directly preceding such May 1 and ending on the March 31 directly preceding such May 1, August 1 is the Quarterly Funding Date for the Quarter commencing the April 1 directly preceding such August 1 and ending on the June 30 directly preceding such August 1, November 1 is the Quarterly Funding Date for the Quarter commencing the July 1 directly preceding such November 1 and ending on the September 30

directly preceding such November 1 and February 1 is the Quarterly Funding Date for the Quarter commencing the October 1 directly preceding such February 1 and ending the December 31 directly preceding such February 1; provided, however, that if a Quarterly Funding Date falls on a day that is not a Business Day, it shall be deemed to occur on the next Business Day thereafter.

(5) Relationship of Quarterly Funding Dates to Quarters. Wherever in this Agreement a Quarterly Funding Date, or any actions taken thereon, shall be said to be "with respect to" or otherwise connected with a Quarter or a "current" Quarter, such Quarter or current Quarter shall be the Quarter directly preceding the Quarterly Funding Date (for example, the Quarter commencing January 1 and ending March 31 is the current Quarter with respect to the Quarterly Funding Date on May 1).

(iii) Annual Adjustments. (1) On April 1 following each Annual Period (the "True-up Date"), the Lessee shall determine the actual Available Net Cash Flow for the preceding Annual Period based on the Audited Financial Statements for such Annual Period, and on the same basis, the Lessee shall recalculate the amount of Subordinated Fundings that should have been made with respect to such Annual Period (the "Annual Subordinated Fundings") in accordance with Section 8(I)(c)(i).

(2) In the event the aggregate amount of Annual Subordinated Fundings exceeds the aggregate amount of the Quarterly Fundings made with respect to such Annual Period to either or both parties, within three Business Days after the True-up Date, the Lessee shall make additional funds available or cause such funds to be made available in accordance with Appendix A to the Trust Administration Agreement to make additional fundings ("True-up Fundings") so that the sum of the Quarterly Fundings and the True-up Fundings is equal to the amount of the Annual Subordinated Fundings. If the aggregate amount of all Quarterly Fundings made with respect to such Annual Period exceeds the aggregate amount of Annual Subordinated Fundings, the Lessee shall deduct the amount of such excess (the "True-up Deduction") from funds that are to be made available by it or cause the Trustee to make appropriate adjustments to funds held under the Trust Administration Agreement so that the sum of all

Quarterly Fundings after deducting such True-up Deduction is equal to the Annual Subordinated Fundings. For purposes of this Section 8, True-up Deductions and True-up Fundings shall be deemed made as of the last day of the Annual Period to which they apply. No True-up Deduction may be applied to reduce the amount of Facility Rental payable during any Annual Period. If there are no opportunities for such True-up Fundings or True-up Deductions, any unpaid amount shall constitute an amount owed by the respective party to the other party until paid.

(3) If the amount of the True-up Fundings to the Port Authority for the Annual Period with respect to which such True-up Fundings are made exceeds 10% (ten percent) of the aggregate amount of Quarterly Subordinated Fundings to the Port Authority for such Annual Period, there shall be a Contingent Obligation for payment to the Port Authority ("Port Authority True-up Penalty Distribution") on the Quarterly Funding Date with respect to the Quarter in which the True-up Date occurs in an amount equal to one-half of one year's interest on such True-up Fundings to the Port Authority at the Special Project Bond Rate. If the amount of the True-up Fundings to the Lessee for the Annual Period with respect to which such True-up Fundings are made exceeds 25% (twenty-five percent) of the aggregate amount of Quarterly Subordinated Fundings to the Lessee for such Annual Period, there shall be a Contingent Obligation for Lessee Unrestricted Funds ("Lessee True-up Penalty Funds") on the Quarterly Funding Date with respect to the Quarter in which the True-up Date occurs in an amount equal to one-half of one year's interest on such True-up Fundings to the Lessee at the Special Project Bond Rate.

(d) Calculation of Certain Contingent Obligations. (i) Equity Capital Investment. The Lessee's "Equity Capital Investment" shall be an amount equal to

which shall be an expenditure for the Project by the Lessee paid or appropriately evidenced as having been paid or expended on the Effective Date. If after the Effective Date it is determined that such amount is less than , the Lessee shall be required to expend amounts equal to such shortfall and proper adjustment shall be made to interest or any other amount calculated with respect to such Equity Capital

Investment. If such amount is more than $15,000,000, any excess shall be subject to requisition for payment to the Lessee pursuant to the Trust Administration Agreement.

(1) Calculation of the Equity Capital Investment Balance. With respect to the last day of each Quarter, the Lessee shall calculate its "Equity Capital Investment Balance", which for each Quarter, beginning in the Quarter in which the Effective Date falls, shall be equal to (A) the Equity Capital Investment Balance on the last day of the preceding Quarter or the Effective Date, whichever is later, plus (B) an amount equal to interest on such Equity Capital Investment Balance from and including the later of the Effective Date and the first day of the current Quarter through and including the last day of the current Quarter at an annual interest rate of Twelve and One-Half percent (12½%) (computed on an Annual Basis, the "Equity Capital Investment Interest Rate"), minus (C) all Subordinated Fundings of Equity Capital Investment Pre-DBO Funds or Equity Capital Investment Post-DBO Funds made with respect to such current Quarter.

(2) Calculation of the Equity Capital Investment Funds. The fundings with respect to the Equity Capital Investment shall be calculated and made available as Lessee Unrestricted Funds on the following basis. The fundings under this subparagraph (2) shall be deemed to have been made on the last day of the Quarter to which such fundings apply.

(A) With respect to each Quarter prior to the Quarter in which DBO occurs, the Contingent Obligation for Lessee Unrestricted Funds with respect to "Equity Capital Investment Pre-DBO Funds" shall be an amount equal to interest at the Equity Capital Investment Interest Rate on the Equity Capital Investment Balance existing on the last day of the previous Quarter or Effective Date, whichever is later, for such Quarter, plus any previously unpaid Equity Capital Investment Pre-DBO Funds from preceding Quarters in the same Annual Period.

(B) With respect to each Quarter after and including the Quarter in which DBO occurs, the Contingent Obligation for Lessee Unrestricted Funds with respect to "Equity Capital Investment Post-DBO Funds" shall be equal to:

i) with respect to the Quarter in which DBO occurs and with respect to each Quarter thereafter up to and including the Quarter prior to the Quarter in which the fifth anniversary of DBO occurs (the last day of such prior Quarter, the "Fifth Anniversary"), an annual amount equivalent to the sum of (1) the quarterly installment of principal and interest that would be required to amortize, on an Annual Basis, a principal balance equal to the Equity Capital Investment Balance as of the last day of the later of the prior Annual Period or the last day of the Quarter preceding the Quarter in which DBO occurs on a Level Payment Basis over the period from the day after such day to the Fifth Anniversary at an interest rate equal to the Equity Capital Investment Interest Rate plus (2) interest at the Equity Capital Investment Interest Rate on the aggregate amount of any Equity Capital Investment Post-DBO Funds from preceding Quarters in the same Annual Period which were not funded, if any, from and including the day after such funding was deemed scheduled through and including the last day of the current Quarter; plus (3) any previously unpaid Equity Capital Investment Post-DBO Funds for preceding Quarters in the same Annual Period; or

ii) with respect to each Quarter following the Quarter in which the Fifth Anniversary occurs, an amount equal to the entire Equity Capital Investment Balance on the last day of the preceding Quarter for such Quarter plus an amount equivalent to interest on such balance at the Equity Capital Investment Interest Rate from and including the first day through and including the last day of the current Quarter.

(ii) First, Second and Third Additional Land Rentals. (1) First Additional Land Rental. With respect to each Quarter or part thereof, from and after DBO, there shall be a Proratable Amount and Contingent Obligation for payment to the Port Authority (the "First Additional Land Rental") in an amount equal to one-quarter of the annual rate, which annual rate shall be equal to $2,000,000 (except as set forth in the proviso below); provided, however, that, in the event First Additional Land Rental is not fully paid to the Port Authority with respect to any Annual Period due to insufficient Available Net Cash Flow, the First Additional Land Rental for the subsequent Annual Period shall be increased by the amount of any such unpaid First Additional Land Rental with respect to such prior Annual Period plus interest thereon from and including the first day of such subsequent Annual Period through the last day of the Quarter with respect to which payment is made at the Special Project Bond Rate.

(2) Second Additional Land Rental. The "Initial Second Additional Land Rental Balance" shall be deemed to be an aggregate amount equal to $40 million as of DBO and $0 prior to that time.

(A) Calculation of the Second Additional Land Rental Balance. With respect to the last day of each Quarter, the Lessee shall calculate its "Second Additional Land Rental Balance" which shall be equal to (x) the Initial Second Additional Land Rental Balance for the Quarter within which DBO occurs or the Second Additional Land Rental Balance on the last day of the preceding Quarter for subsequent Quarters plus (y) an amount equal to interest on such Second Additional Land Rental Balance from and including the later of DBO and the first day of the current Quarter through and including the last day of the current Quarter at an annual interest rate equal to the Special Project Bond Rate (computed on an Annual Basis), minus (z) all Subordinated Fundings of Second Additional Land Rental made and Deferred Second Additional Land Rental occurring with respect to such current Quarter.

(B) Calculation of Second Additional Land Rental. All Contingent Obligations funded and Deferred Amounts

occurring under this subparagraph (2) will be deemed to have been funded or to have occurred as of the last day of the Quarter to which such Contingent Obligation or Deferred Amounts apply. "Second Additional Land Rental" shall mean and comprise the Contingent Obligations payable to the Port Authority under this subparagraph (2). "Deferred Second Additional Land Rental" shall mean and comprise the Deferred Amounts occurring under this subparagraph (2).

(i) During 2015 Mode, with respect to each Quarter (a) beginning with the Quarter in which DBO occurs and continuing through the Quarter ending on December 31, 2005, the Lessee shall compute a Deferred Amount equivalent to interest at the Special Project Bond Rate on the Second Additional Land Rental Balance as of the end of the previous Quarter for the period from and including the later of DBO and the first day of the current Quarter through and including the last day of the current Quarter, and (b) beginning with the Quarter that starts on January 1, 2006 and continuing through the end of the Term, the Lessee shall have (x) a Contingent Obligation for the Quarter equal to one fourth of an amount equal to the Second Additional Land Rental Balance as of the last day of the previous Annual Period divided by the number of years from the start of the current Annual Period through the end of the Term together with any previously unpaid Second Additional Land Rental for preceding Quarters in the same Annual Period plus (y) an obligation for a Deferred Amount equivalent to the interest on the Second Additional Land Rental Balance as of the last day of the previous Quarter from the first day of the current Quarter through and including the last day of the current Quarter at the Special Project Bond Rate.

(ii) During Extended Mode, with respect to each Quarter, as applicable, (a) starting with the Quarter in which the Conversion Date occurs, and continuing through the Quarter ending on December 31, 2005, the Lessee shall have a Contingent Obligation for payment to the Port Authority in an amount equal to the interest on the Second Additional Land Rental Balance existing on the last day of the previous Quarter, plus any previously unpaid Second Additional Land Rental from preceding Quarters in the same Annual Period at the Special Project Bond

Rate, (b) beginning with the Quarter that starts on the later of January 1, 2006 and the Conversion Date and continuing through the last day of the last full Quarter preceding the 25th anniversary of DBO, the Lessee shall have a Contingent Obligation for payment to the Port Authority for each Quarter in an amount equal to (x) the quarterly installment of principal and interest that would be required to amortize on an Annual Basis a principal balance equal to the Second Additional Land Rental Balance as of the later of the last day of the prior Annual Period and the day prior to the Conversion Date on a Level Payment Basis over the period from the day after such day to the last day of the last full Quarter preceding the 25th anniversary of DBO at an interest rate equal to the Special Project Bond Rate plus (y) interest at the Special Project Bond Rate on the aggregate amount of any Second Additional Land Rental from preceding Quarters in the same Annual Period which were not funded, if any, from and including the day after such funding was deemed scheduled through the last day of the Current Quarter plus (z) any previously unpaid Second Additional Land Rentals for preceding Quarters in the same Annual Period, and (c) with respect to each Quarter or part thereof following the last full Quarter preceding the 25th anniversary of DBO, the Lessee shall have a Contingent Obligation for payment to the Port Authority in an amount equal to the entire Second Additional Land Rental Balance.

(3) Third Additional Land Rental Balance. The "Initial Third Additional Land Rental Balance" shall be deemed to be an aggregate amount equal to $42 Million as of the day prior to the first day of the Quarter in which DBO occurs and $0 prior to that time.

(A) Calculation of the Third Additional Land Rental Balance. With respect to the last day of each Quarter, the Lessee shall calculate its "Third Additional Land Rental Balance", which shall be equal to (x) the Initial Third Additional Land Rental Balance as of the last day of the Quarter prior to the Quarter within which DBO occurs or for subsequent Quarters, the Third Additional Land Rental Balance on the last day of the preceding Quarter, plus (y) an amount equal to interest on such balance from and including the first day of the current Quarter through and including the last day of the current

Quarter at an annual interest rate equal to the Special Project Bond Rate plus 150 basis points minus (z) all Subordinated Fundings of Third Additional Land Rental made and Deferred Third Additional Land Rentals occurring with respect to such current Quarter.

(B) Calculation of the Third Additional Land Rental. All Contingent Obligations funded and Deferred Amounts occurring under this subparagraph (3) will be deemed to have been funded or to have occurred as of the last day of the Quarter to which such Contingent Obligations or Deferred Amounts apply. "Third Additional Land Rental" shall mean and comprise the Contingent Obligations payable to the Port Authority under this subparagraph (3). "Deferred Third Additional Land Rental" shall mean and comprise the Deferred Amounts occurring under this subparagraph (3).

i) The Lessee shall have a Contingent Obligation for payment to the Port Authority with respect to the Third Additional Land Rental equal to; with respect to the Quarter in which DBO occurs and with respect to each Quarter thereafter up to and including the last full Quarter of the Term, an annual amount equivalent to the sum of (x) the quarterly installment of principal and interest that would be required to amortize, on an Annual Basis, a principal balance equal to the Third Additional Land Rental Balance as of the last day of the later of the prior Annual Period or the last day of the Quarter preceding the Quarter in which DBO occurs on a Level Payment Basis over the period from the day after such day to the last day of the last full Quarter preceding the twenty-fifth anniversary of DBO at the Special Project Bond Rate plus 150 basis points plus (y) interest at the Special Project Bond Series Rate plus 150 basis points on the aggregate amount of any Third Additional Land Rentals from preceding Quarters, in the same Annual Period, which were not funded, if any, from and including the first day after such funding was deemed scheduled through and including the last day of the current Quarter plus (z) any previously unpaid Third Additional Land Rentals for preceding Quarters in the same Annual Period.

ii) With respect to each Quarter or part thereof following the last full Quarter preceding the 25th anniversary of DBO, the Lessee shall have a Contingent Obligation for payment to the Port Authority in an amount equal to the entire Third Additional Land Rental Balance.

iii) Nothwithstanding the foregoing, during 2015 Mode the Contingent Obligation described in subparagraphs i) and ii) above shall be a Deferred Amount only and clauses (y) and (z) of subparagraph i) above shall not apply thereto.

(iii) Calculation of Post-DBO Residual Cash Flow. (1) Definition of Post-DBO Residual Cash Flow. In the Post-DBO Period, an amount shall be computed (the "Post-DBO Residual Cash Flow") equal to the amount of Available Net Cash Flow, if any, remaining after payment in full of the First through the Thirteenth Priority Levels in accordance with Section 8(I)(c).

(2) Calculation of Port Authority Residual Rental and Lessee Residual Funds. There shall be Contingent Obligations (A) for Lessee Unrestricted Funds (the "Lessee Residual Funds") equal to of the Post-DBO Residual Cash Flow and (B) for payment to the Port Authority (the "Port Authority Residual Rental") equal to of the Post-DBO Residual Cash Flow.

(iv) Development Savings. (1) Adjusted Pre-DBO Residual Cash Flow. "Adjusted Pre-DBO Residual Cash Flow" shall mean Pre-DBO Residual Cash Flow plus interest accruing thereon at the Special Project Bond Rate from the respective dates on which Pre-DBO Residual Cash Flow was paid to the Trustee as Facility Rental A in accordance with Section 8(I)(b)(i)(B) through DBO as reduced, as of DBO, by any amounts expended on scope changes, approved costs in excess of the estimated total costs set forth in the "Total" Column on line 94 of Exhibit 18.8, and other items determined pursuant to the mutual agreement of the Port Authority and Lessee, after applying line item savings and contingency monies otherwise available for such purposes.

(2) Development Savings Balance. The "Development Savings Balance", shall be, for the last day of the

Quarter in which DBO occurs, an amount equal to Adjusted Pre-DBO Residual Cash Flow on DBO plus interest at the Special Project Bond Rate from and including DBO through and including the last day of such Quarter, and, for the last day of each subsequent Quarter, an amount equal to (a) the Development Savings Balance on the last day of the preceding Quarter, plus (b) an amount equivalent to interest on the Development Savings Balance as of the last day of the preceding Quarter from and including the later of DBO and the first day of the current Quarter through and including the last day of the current Quarter at the Special Project Bond Rate, minus (c) the sum of any Subordinated Fundings of Lessee Development Savings Funds and Port Authority Development Savings Distributions with respect to such current Quarter, minus (d) any amounts expended, subsequent to DBO and not previously included in subparagraph (1) above, on scope changes, approved costs in excess of the estimated total costs set forth in the "Total" column on line 94 of Exhibit 18.8, and other items determined pursuant to the mutual agreement of the Port Authority and the Lessee, after applying line item savings and contingency monies available for such purposes.

(3) Development Savings. Under the Trust Administration Agreement, certain funds on deposit in the Construction Fund shall be used to pay Debt Service on the Passenger Terminal Bonds (such funds to the extent so used in the period after and including DBO, the "Development Savings Base Amount"). With respect to the Quarter within which DBO occurs and each Quarter thereafter, there shall be an amount computed (the "Development Savings") equal to the lesser of the Development Savings Base Amount with respect to such Quarter and either (x) with respect to the Quarter within which the first Debt Service Payment Date after DBO occurs, 75% of the Development Savings Balance or (y) with respect to each Quarter thereafter in which a Debt Service Payment Date occurs, 100% of the remaining Development Savings Balance with respect to such Quarter. In any event, there shall be no Development Savings subsequent to the date that is the second anniversary of DBO. Except to the extent otherwise provided in this subparagraph (3), in the event that the Investment Proceeds (as defined in the Trust Administration Agreement) other than any such Investment Proceeds that are required to be rebated to the United States

Treasury pursuant to Section 148 of the Code exceed the Lessee shall not requisition any such excess from the Construction Fund for the purpose of paying interest on the Passenger Terminal Bonds accruing during any period after DBO and prior to the final disbursement of the Construction Fund without the prior written consent of the Port Authority.

(4) Development Savings Fundings. With respect to each Quarter in which there is Development Savings, there shall be (A) a Contingent Obligation for Lessee Unrestricted Funds equal to (x) in 2015 Mode 50% and (y) in Extended Mode 25% of such Development Savings (the "Lessee Development Savings Funds") and (B) a Contingent Obligation for payment to the Port Authority equal to (x) in 2015 Mode 50% and (y) in Extended Mode 75% of such Development Savings (the "Port Authority Development Savings Distribution"). With respect to each Quarter in 2015 Mode only, one-half of Lessee Development Savings Funds funded in such Quarter shall be computed as a Deferred Amount (the "Deferred Port Authority Development Savings Refund"). All Contingent Obligations funded and Deferred Amounts occurring under this paragraph (iv) shall be deemed to have been made or to have occurred as of the last day of the Quarter to which such Contingent Obligations or Deferred Amounts apply.

(v) Calculation of Deferred Balance. (1) The Lessee shall have an obligation to the Port Authority for the following amounts (each to the extent occurring hereunder, a "Deferred Amount") in accordance with this paragraph (v).

(A) an amount of Ten Million Dollars ($10,000,000) which shall arise as a Deferred Amount on the Effective Date;

(B) Deferred Ground Rental;

(C) Deferred Building Rental;

(D) Subordinated Management Refund, if any;

(E) Deferred Port Authority Leveraged Leasing Distribution, if any;

(F) Deferred Port Authority Development Savings Refund, if any;

(G) Deferred Second Additional Land Rental, if any; and

(H) Deferred Third Additional Land Rental, if any.

(2) On the day prior to the Conversion Date, a balance shall be calculated (the "Initial Deferred Balance") equal to the sum of (x) the Deferred Amounts (if any) and (y) an amount equivalent to interest at the Special Project Bond Rate computed on an Annual Basis on each Deferred Amount from the date such Deferred Amount occurred to the day prior to the Conversion Date.

(3) The "Deferred Balance" shall be, for the last day of the Quarter prior to the Quarter in which the Conversion Date occurs, the Initial Deferred Balance and, for the last day of each subsequent Quarter, (A) the Deferred Balance as of the last day of the previous Quarter plus (B) an amount equal to interest on the Deferred Balance as of the last day of the preceding Quarter from and including the first day of the current Quarter through and including the last day of the current Quarter at the Special Project Bond Rate, minus (C) the sum of any Subordinated Fundings of Deferred Balance Rental made with respect to such current Quarter.

(4) Calculation of Deferred Balance Rental. The fundings under this paragraph (v) shall be deemed to have been made on the last day of the Quarter to which such fundings apply. (A) During Extended Mode, with respect to each Quarter, beginning with the Quarter that starts on the Conversion Date and continuing through the last full Quarter preceding the 25th anniversary of DBO, the Lessee shall have a Contingent Obligation for payment to the Port Authority for each Quarter in an amount equal to (1) the quarterly installment of principal and interest that would be required to amortize on an Annual Basis a principal balance equal to the Deferred Balance as of the later of the last day of the prior Annual Period and the day prior to the

Conversion Date on a Level Payment Basis over the period from the day after such day to the last day of the last full Quarter of the Term, without regard to any extension of the Term beyond the Base Term Expiration Date, at an interest rate equal to the Special Project Bond Rate plus (2) interest at the Special Project Bond Rate on the aggregate amount of any Deferred Balance Rentals from preceding Quarters in the same Annual Period which were not funded, if any, from and including the day after such funding was deemed scheduled through and including the last day of the current Quarter plus (3) any previously unpaid Deferred Balance for preceding Quarters in the same Annual Period.

(B) With respect to each Quarter or part thereof following the last full Quarter preceding the 25th anniversary of DBO, without regard to any extension of the Term beyond the Base Term Expiration Date, the Lessee shall have a Contingent Obligation for payment to the Port Authority in an amount equal to the entire Deferred Balance.

(5) So long as it will not be detrimental to either party, as determined by each party with respect to itself in its sole discretion, the Lessee may prepay all or any portion of the Deferred Balance from time to time on or after the Conversion Date on a Quarterly Funding Date, in which case the amount prepaid shall be deducted from the Deferred Balance.

(e) Pro Rata Treatment of Proratable Amounts. If a Proratable Amount is not due for the entire stated period to which it applies (a "Fixed Period") but rather for only a part thereof (an "Actual Period"), the Proratable Amount shall be prorated (on a prospective basis, if possible and if not possible, then retroactively):

(i) if the Fixed Period is a year and the Actual Period is an entire Month, by dividing the Proratable Amount by 12;

(ii) if the Fixed Period is a year and the Actual Period is six entire Months, by dividing the Proratable Amount by 2;

(iii) if the Fixed Period is a year and the Actual Period is an entire Quarter, by dividing the Proratable Amount by 4;

(iv) in any other circumstance, by multiplying the Proratable Amount by a fraction the numerator of which is the number of days in the Actual Period and the denominator of which is the number of days in the Fixed Period.

(f) Basic Lease Extension Adjustment. The Lessee shall have a Contingent Obligation each Quarter for distribution to the Port Authority of an amount (the "Basic Lease Extension Adjustment") equal to the quarterly installment of any or all of the Port Authority's increased costs under the Basic Lease Extension directly or proportionally attributable or related to the Premises, this Agreement or the Lessee but only to the extent such increased costs (i) are incurred by the Port Authority after December 31, 2015 and (ii) are allocated in a non-discriminatory manner; provided, however, that, in the event the Basic Lease Extension Adjustment is not fully funded with respect to any Quarter due to insufficient Available Net Cash Flow, the Basic Lease Extension Adjustment for the subsequent Quarter shall be increased by the amount of any such unpaid Basic Lease Extension Adjustment plus interest thereon from and including the first day through the last day of such subsequent Quarter at the Special Project Bond Rate.

(g) Leveraged Leasing Revenues. Leveraged Leasing Revenues, to the extent realized, shall be treated on the following basis: (A) in 2015 Mode, of Leveraged Leasing Revenues shall constitute Lessee Unrestricted Funds and of Leveraged Leasing Revenues shall be paid to the Port Authority (the "2015 Mode Port Authority Leveraged Leasing Distribution") on the Quarterly Funding Date for the Quarter in which the Leveraged Leasing Revenues are available for distribution or (B) in Extended Mode, of Leveraged Leasing Revenues shall constitute Lessee Unrestricted Funds and of Leveraged Leasing Revenues shall be paid to the Port Authority on the Quarterly Funding Date for the Quarter in which the Leveraged Leasing Revenues are available for distribution. Additionally,

an amount equal to the 2015 Mode Port Authority Leveraged Leasing Distribution multiplied by one-and-one-half (1½) shall simultaneously with payment of the Port Authority 2015 Mode Leveraged Leasing Distribution, become a Deferred Amount (the "Deferred Port Authority Leveraged Leasing Distribution").

(h) If at any time the Lessee shall become entitled to an abatement of rent pursuant to the provisions of this Agreement or otherwise, only Ground Rental, Building Rental and Additional Term Building Rental or, under Section 78, Port Authority Ramp Control Tower Rental or shall be abated. Such abatement shall be determined on an equitable basis. There shall be no abatement of any other rental or Subordinated Funding payable under this Agreement.

(i) By way of example and for illustrative purposes only, the following Exhibits demonstrate certain calculations contemplated under this Section 8: Exhibit 8.2 A and B illustrates the flow of funds after the collection of Gross Revenues, and in particular a distribution of Subordinated Fundings in accordance with paragraph 8(I)(c); Exhibit 8.3 A and B illustrates a calculation of the Equity Capital Investment Funds, in accordance with Section 8(I)(d)(i); Exhibit 8.4 A and B illustrates a calculation of the Second Additional Land Rental, in accordance with Section 8(I)(d)(ii)(2); Exhibit 8.5 illustrates a calculation of the Third Additional Land Rental, in accordance with Section 8(I)(d)(ii)(3); and Exhibit 8.6 illustrates a calculation of the Deferred Balance, in accordance with Section 8(I)(d)(v)(1) and (2).

(II) In consideration of the right granted by the Port Authority to use certain schematic design and preliminary design development documents and for certain preliminary design development documents and for certain preliminary architectural, engineering and design services previously provided by the technical staff of the Port Authority, the Lessee shall pay to the Port Authority an amount of
as follows:

(a) shall be paid on the Effective Date; and

(b) Ten Million Dollars and No Cents ($10,000,000.00) shall be deferred and occur as a Deferred Amount on the first Annual Period as specified in item (1)(A) of subparagraph (I)(d)(v) of this Section.

(III) The Lessee agrees to pay the Port Authority $4,000,000 on the Effective Date, without duplication, as provided in Section 37(c) of this Agreement.

Section 9. Additional Rent

If the Port Authority is required or elects to pay or incur any obligation or expense (including payments to third parties and internal Port Authority expenses) either by reason of the failure, neglect or refusal of the Lessee to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement or as a result of an act or omission of the Lessee contrary to the said conditions, covenants and agreements in either case after final resolution of any dispute with respect thereto, in accordance with Section 25 or 61, the Lessee agrees to pay to the Port Authority an amount equal to the expense so incurred including all costs, damages and penalties, and the same shall be a Permitted O&M Expense.

Section 10. Late Charges

If the Lessee should fail to pay any amount required to be paid by the Lessee under this Agreement when due to the Port Authority other than amounts contested in good faith pursuant to Section 25 or 61, including, without limitation, any payment due pursuant to Section 8 or other fees or any payment of utility or other charges or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one

late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Agreement. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority of payment of any late charge or late charges payable under the provisions of this Section with respect to such unpaid amount. Each late charge shall be and become additional rent, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the rental. 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 set forth in Section 25 of this Agreement or (ii) any obligations of the Lessee under this Agreement. In the event that any late charge imposed pursuant to this Section shall exceed a legal maximum, such late charges payable under this Agreement shall be payable instead at such legal maximum. Notwithstanding the foregoing, it is understood and agreed that, in the absence of gross and manifest non-compliance with the terms of Section 8, no Subordinated Funding or other amount which is subject to calculation based on cash flows under Section 8 shall be deemed due and payable until the fourth Business Day after the True-up Date with respect to the Annual Period for which such amounts are due as provided in the respective Audited Financial Statements.

Section 11. Place of Payments

All payments to the Port Authority required of the Lessee by this Agreement shall be made by Federal wire transfer to PNC Bank, New Jersey, ABA No. 0312 07607, Account No. 810 1105967, to the credit of the Port Authority or by check mailed to the Port Authority, P.O. Box 17309, Newark, New Jersey 07194, or by using such other wiring instruction, address, office or location as may

be substituted therefor by the Port Authority by written notice to the Lessee from time to time.

Section 12. Limited Appointment as Agent

Notwithstanding anything else to the contrary in this Agreement, the Port Authority hereby appoints the Lessee as agent solely for the purpose of purchasing, on behalf of the Port Authority in connection with the development and construction of the Project, furnishings, fixtures and equipment for use on the Premises. Legal title to any such purchased property shall immediately pass to the Port Authority or the City of New York, as appropriate. The Port Authority will execute and provide to the Lessee any forms required to permit the Lessee and its contractors to qualify for exemption from New York State and City sales taxes with respect to such purchases to the extent permitted by applicable law.

Section 13. Rules and Regulations

(a) The Lessee covenants and agrees to observe and obey (and to require its officers, employees, guests, invitees, and its Sublessees and their officers, employees, guests, invitees, and those doing business with it to observe and obey) the Airport Rules and Regulations of the Port Authority revised as of September 1, 1991 and such reasonable future Airport Rules and Regulations of the Port Authority and amendments and supplements for the government of the conduct and operations of the Lessee and others on the Premises as may from time to time during the term of this Agreement be promulgated by the Port Authority for reasons of safety, health, noise, sanitation or good order (all such Airport Rules and Regulations of the Port Authority as in effect at any particular time as provided in this Section shall be the "Port Authority Rules and Regulations"). The obligation of the Lessee to require such observance and obedience on the part of its guests, invitees, and those doing business with it shall obtain only while such Persons are on the Premises. The Port Authority agrees that except in cases of emergency, it will give notice to the Lessee of every such future rule or regulation adopted by it at least ten (10) days before the Lessee shall be required to comply therewith.

(b) The use by the Lessee and its officers, employees, guests, invitees, Sublessees, and those doing business with it, of the Public Aircraft Facilities and any and all other portions of the Airport which it may be entitled to use under this Agreement (other than space leased to the Lessee for its exclusive use) shall be subject to the Airport Rules and Regulations revised as of September 1, 1991 and such reasonable future rules and regulations (including amendments and supplements to such existing rules and regulations) as the Port Authority may from time to time promulgate in the public interest and in the interest of health, safety, noise, sanitation, good order and the economic and efficient operation of the Airport, including, but not limited to, the number and type of aircraft which at any particular time may use the Public Aircraft Facilities and the time or times when such aircraft may use the Public Aircraft Facilities. Without limiting the foregoing, the Port Authority may take into account in adopting such further or substitute rules and regulations the adequacy, capacity and suitability of (i) aircraft using the Airport, (ii) passenger handling facilities at the Airport including, but not limited to, the Light Rail System, (iii) the Public Aircraft Facilities, (iv) the roadways and (v) the parking facilities. In the event the Port Authority promulgates rules and regulations pursuant to this paragraph (b), the Port Authority may devise and implement reasonable procedures governing the affected use of the Public Aircraft Facilities, including but not limited to, allocations among Aircraft Operators at the Airport. The Port Authority agrees that except in cases of emergency, it will give notice to the Lessee of every such future rule or regulation adopted by it at least ten (10) days before the Lessee shall be required to comply therewith.

(c) Notwithstanding the foregoing, the failure of the Lessee, its officers, employees, guests, invitees and those doing business with it or its Sublessees and their officers, employees, guests, invitees and those doing business with them to observe and obey the Port Authority Rules and Regulations shall not be a breach of this Agreement as and to the extent compliance therewith would constitute non-compliance with any Law.

Section 14. Compliance with Law

(a) Except as provided in paragraph (d) of this Section, the Lessee shall comply with all Laws now or at any time during the Term which are applicable to or which affect the operations of the Lessee at the Premises hereunder and the Airport or the use or occupancy of the Premises. The Lessee shall make any and all structural or non-structural improvements, alterations or repairs of the Premises that may be required at any time hereafter by any such Law.. The Lessee shall have the right and obligation to perform structural or non-structural improvements, alterations or repairs that are required by Law; provided, however, that the same shall be performed in compliance with the procedures set forth in Section 19 hereof.

(b) The Lessee hereby agrees that it shall, procure and obtain from all Governmental Authorities having jurisdiction over the operations of the Lessee hereunder and shall maintain in full force and effect throughout the Term all consents, licenses, certificates, permits or other authorization which may be necessary for the conduct of such operations ("Governmental Authorizations"). The Port Authority agrees to cooperate with the Lessee in the procurement of all such Governmental Authorizations. Such cooperation by the Port Authority shall be limited to furnishing the Lessee and Governmental Authorities with appropriate information and assistance.

(c) The obligation of the Lessee to comply with the Law is provided herein for the purpose of assuring proper safeguards for the protection of Persons and property on the Premises. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

(d) (i) Since the Port Authority has agreed in the Basic Lease to conform to the enactments, ordinances, resolutions and regulations of the City of New York and its various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection which would be applicable if the Port Authority were a private corporation (all such enactments, ordinances, resolutions

and regulations, the "New York City Code") to the extent that the Port Authority finds it practicable so to do, the Lessee shall comply with all such enactments, ordinances, resolutions and regulations which would be applicable to its operations at the Premises if the Port Authority were a private corporation except in cases where the Port Authority either notifies the Lessee that it need not comply with or directs it not to comply with any such enactments, ordinances, resolutions or regulations which are applicable only because of the Port Authority's agreement in the Basic Lease. The Lessee shall, for the Port Authority's information, deliver to the Port Authority promptly after receipt of any notice, warning, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation a true copy of the same. Any direction by the Port Authority to the Lessee not to comply with any such enactment, ordinance, resolution or regulation (any such direction, a "Directed Non-Compliance") 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 the Lessee shall have no indemnity obligation under Section 41 with respect to any claims or damages arising therefrom.

(ii) In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Lessee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Lessee of a written direction from the Port Authority not to comply (and thereafter discontinued), such compliance shall not constitute a breach of this Agreement, although the Port Authority thereafter directs the Lessee not to comply. Nothing herein contained shall release or discharge the Lessee from compliance with any other provision hereof respecting compliance with the Law.

(iii) The Port Authority, to the extent that it may lawfully do so, shall indemnify and hold the Lessee harmless from and against all claims, actions, damages, liabilities, fines, penalties, costs and expenses suffered or incurred by the Lessee as a result of Directed Non-Compliance. Furthermore, notwithstanding the provisions of Section 41, the Lessee shall have no obligation to indemnify or hold harmless the Port

Authority with respect to claims or damages arising from Directed Non-Compliance.

(e) The Lessee shall have such time within which to comply with the Law as the Governmental Authorities enforcing the same shall allow.

Section 15. Federal Airport Aid

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented or superseded by similar federal legislation, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Lessee of the covenants and obligations contained in this Agreement is therefore a special consideration and inducement to the making of this Agreement by the Port Authority, and the Lessee further covenants and agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid shall make any orders, recommendations or suggestions respecting the performance by the Lessee of its covenants and obligations under this Agreement, the Lessee will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct. Notwithstanding anything to the contrary in this Section, the Lessee, in connection with obligations imposed upon the Port Authority by the Federal Aviation Administration with respect to grants for expenditure on the Premises or the Airport, shall have no obligation to the Port Authority and the Port Authority shall assume responsibility for any claims or demands with respect to such grant agreements (including, without limitation, any repayments of any grants) arising, in whole or in part, (i) from the violation of assurances made in connection with such grants by the Port Authority, (ii) for claims and

demands arising because the Port Authority has failed to provide to the Lessee notice regarding material information concerning such grants about which the Lessee is otherwise unaware or (iii) in connection with the execution of this Agreement or the Construction Work (including the related demolition) to be performed by the Lessee under this Agreement.

Section 16. Various Obligations of the Lessee

(a) The Lessee shall conduct its operations hereunder in an orderly and proper manner, considering the nature of such operations so as not to annoy, disturb or be offensive to others at or off the Airport. The Lessee shall take all commercially reasonable measures to eliminate or reduce as low as possible vibrations tending to damage any equipment, structure, building or portion of a building which is on the Premises, or is a part thereof, or is located elsewhere on or off the Airport.

(b) The Lessee shall use reasonable efforts to conduct all operations at the Premises in a safe and careful manner, following in all respects high quality practices of the airport and air transportation industries in the United States.

(c) The Port Authority shall have the right to object to the Lessee regarding the conduct and demeanor of the employees of the Lessee whereupon the Lessee will take all steps reasonably necessary to remove the cause of the objection. If requested by the Port Authority the Lessee shall supply and shall require its employees to wear or carry badges or other suitable means of identification, which shall be subject to the prior and continuing approval of the General Manager of the Airport.

(d) The Lessee shall have the right and the obligation to exercise reasonable control over the vehicular traffic (including, but not limited to, vehicles operated by Port Authority contractors and permittees) on the roadways or other areas within the Premises and shall take all precautions reasonably necessary to promote the safety of all Persons thereon. The Lessee shall employ such means as may be reasonably necessary to direct the movement of vehicular traffic within the

Premises in order that traffic congestion on the public roadways leading to the Premises is minimized.

(e) The Lessee shall remove from the Airport or otherwise dispose of in a manner approved by the General Manager of the Airport, all garbage, debris and other waste materials (whether liquid or solid) arising out of the occupancy or use of the Premises or out of its operations at the Airport. Any such garbage, debris and other waste materials (whether liquid or solid) which may be temporarily stored in the open shall be kept in suitable garbage and waste receptacles, the same to be made of metal or other suitable material, and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein. The Lessee shall use extreme care when effecting removal of all such waste materials and shall effect such removal at such times and by such means as approved by the Port Authority. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or deposited into or upon the waters at or bounding the Airport.

(f) From time to time and as often as reasonably required by the Port Authority in accordance with the standards of the National Fire Protection Association, the Lessee shall conduct pressure, waterflow and other appropriate tests of the fire extinguishing system and apparatus which constitute a part of the Premises. The Lessee shall keep in proper functioning order all firefighting equipment on the Premises and the Lessee shall at all times maintain on the Premises adequate stocks of fresh, usable chemicals for use in such system and apparatus. The Lessee shall notify the Port Authority prior to conducting such tests. If requested by the Port Authority, the Lessee shall furnish the Port Authority with a copy of written reports of such tests.

(g) It is the intention of the parties hereto that noise shall be held to a minimum, considering the nature of operations at the Premises. To this end, the Lessee will require Aircraft Operators or any others operating on the Premises to conduct their operations in such a manner as to keep the noise produced to a minimum, and where appropriate, shall employ suitable noise arresting and noise reducing devices. Aircraft testing and

aircraft runups will be conducted only in such areas as shall meet with the approval of the Port Authority.

(h) In the use of the Premises, the Lessee shall use its commercially reasonable efforts to minimize jet or propeller blast interference to aircraft operating on, or to buildings and structures on, areas adjacent to the Premises. In the event the Port Authority determines at any time and from time to time that the Lessee or Aircraft Operators, or any of them, or any others operating on the Premises have not so minimized the jet or propeller blast interference, it may serve a notice to the Lessee to such effect. The Lessee hereby covenants and agrees to erect in compliance with the procedures set forth in Section 19 hereof, and maintain at its own expense, such structure or structures as may be necessary to minimize the said jet or propeller blast interference.

(i) The Lessee agrees that it will not erect, construct or maintain or otherwise create or continue any obstacle or so park or store, or permit or allow to be parked or stored, any aircraft or other object on the Premises so as to create any obstacle that will hamper or interfere with the free, orderly, unobstructed and uninterrupted passage of vehicles, aircraft or of the wings or other integral parts of aircraft of any type, nature or description, while such vehicle is operating or such aircraft is taxiing or being transported or towed along any runways, taxiways or roads outside of and adjacent to the Premises.

(j) (i) In addition to compliance by the Lessee with the Law in accordance with Section 14, the Lessee agrees that it shall conduct all its operations under this Agreement and shall operate, use and maintain the Premises in such manner that there will be at all times a minimum of air pollution, water pollution or any other type of pollution emanating from, arising out of or resulting from the operation, use or maintenance of the Premises by the Lessee and from the operations of the Lessee under this Agreement. The Lessee agrees to design and construct such reasonable structures, fences, equipment, devices and other facilities as may be necessary or appropriate to accomplish the objectives as set forth in the first sentence of this paragraph. All locations, the manner, type and method of construction and

the size of any of the foregoing shall be determined by the Port Authority. In making a judgment as to whether any particular structures, fences, equipment, devices or other facilities (each such facility, an "Environmental Facility") may be so necessary or appropriate, the Port Authority shall take into account the cost of such Environmental Facility in comparison to the expected benefits to be derived from the construction thereof.

(ii) The obligations assumed by the Lessee under subparagraph (i) above hereof shall continue throughout the Term and shall not be limited, affected, impaired or in any manner modified by the fact that the Port Authority shall have approved any Construction Application and supporting plans, specifications and contracts covering 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 term of this Agreement consented to or approved any particular procedure or method of operation which the Lessee may have proposed or the Port Authority may have itself prescribed the use of any procedure or method. The agreement of the Lessee to assume the obligations under this paragraph (j) is a special inducement and consideration to the Port Authority in entering into this Agreement with the Lessee.

(k) The Lessee shall periodically inspect, clean out and maintain the oil separators serving the Premises which are located on the Premises and the oil separators located outside the Premises if they exclusively serve the Premises.

(l) The Lessee shall at all times during the term of this Agreement on a twenty-four (24) hour basis maintain sufficient personnel at the Premises who shall be qualified to respond to emergencies.

Section 17. Prohibited Acts

(a) The Lessee shall commit no nuisance, waste or injury at the Airport, and shall not do or permit to be done anything which may result in the creation or commission or maintenance of such nuisance, waste or injury at the Airport.

(b) The Lessee shall not cause or create nor permit to be caused or created at the Airport any obnoxious odors or smokes, or noxious gases or vapors. The creation of exhaust fumes by the operation of internal combustion engines or aircraft engines of other types, so long as such engines are maintained and are being operated in a proper manner, shall not be a violation of this paragraph (b).

(c) The Lessee shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of the drainage and sewerage system, water system, communications system, electrical system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, or any other part of utility, electrical, mechanical or other systems installed or located from time to time at the Airport.

(d) The Lessee shall not do or permit to be done any act or thing at the Airport (i) which will invalidate or conflict with any fire insurance, extended coverage or rental insurance policies covering the Premises or any part thereof, or the Airport, or any part thereof, or (ii) which may constitute an extra hazardous condition, so as to increase the risks normally attendant upon the operations permitted by this Agreement. The Lessee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the Insurance Services Office of New York and the National Fire Protection Association, or of any other board or organization exercising or which may exercise similar functions, which may pertain or apply to the operations of the Lessee or any Aircraft Operator at the Airport and the Lessee shall, subject to and in accordance with the provisions of Section 19 hereof, make any and all structural and non-structural improvements, alterations or repairs to the Premises required at any time hereafter by any such present or future rule, regulation, requirement, order or direction. If by reason of any failure on the part of the Lessee to comply with the provisions of this paragraph, any fire insurance rate, extended coverage or rental insurance rate on the Premises or any part thereof, or on the Airport or any part thereof, shall at any time be higher than it would otherwise be then the Lessee shall pay to the Port Authority, as an item of additional rental, that

part of all insurance premiums paid by the Port Authority which shall have been charged because of such violation or failure by the Lessee.

(e) The Lessee shall not dispose of nor permit any one to dispose of any waste material taken from aircraft (whether liquids or solid) by means of the toilets, manholes, sanitary sewers or storm sewers in the Premises except after treatment in installations or equipment included in plans and specifications submitted to and approved by the Port Authority.

(f) The Lessee shall not keep or store during any twenty-four (24) hour period flammable liquids within any enclosed portion of the Premises (other than in rooms or areas expressly constructed for the storage of such liquids) in excess of the Lessee's working requirements during the said twenty-four (24) hour period. Any such liquids having a flash point of less than 110 degrees Fahrenheit shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories or the Factory Mutual Insurance Association.

(g) The Lessee shall prevent access by Persons or vehicles (unless duly authorized by the Port Authority) to the Public Landing Area from the Premises except for vehicles or aircraft, equipped with radio receivers tuned to control tower frequencies, adequately manned and operated in accordance with applicable Port Authority Rules and Regulations. Such vehicles or aircraft shall have received appropriate clearance from the control tower of the Airport. The Lessee shall control access by aircraft passengers and patrons from and to aircraft ramp, apron and parking areas on the Premises and shall maintain control of such passengers and patrons while they are upon said areas by proper measures to insure that the highest standards of safety are maintained.

(h) (i) The Lessee shall furnish adequate security and guard service or such comparable means as approved by the Port Authority from time to time, on a twenty-four (24) hour, seven (7) day-a-week basis for the prevention of access to and control of Persons on the aeronautical operations areas of the Premises and the prevention of access to the Public Landing Area. Without limiting the generality of Section 14 and Section 20 hereof, the

Lessee acknowledges and agrees that it shall comply with all the requirements of Federal Aviation Regulation 107 and any succeeding or superseding regulations.

(ii) Subparagraph (i) above shall be of no force or effect unless and until Section 20 shall cease to be effective in accordance with its terms.

(i) The Lessee shall not use or permit the use of any structural supporting member of the building or roof or any part thereof for the storage of any material or equipment, or hoist, lift, move or support any material or equipment or other weight or load, by means of said trusses or structural supporting members, without prior approval of the Port Authority, if such use will cause or is likely to cause damage to the Premises.

(j) The Lessee shall not overload any floor on the Premises, and shall repair, replace or rebuild any floor, including supporting members, damaged by overloading. Nothing in this paragraph or elsewhere in this Agreement shall be or be construed to be a representation by the Port Authority of the weight any floor or paved area will bear.

(k) The Lessee shall not use any cleaning materials having a harmful corrosive effect on any part of the Premises.

(l) The Lessee shall not fuel or defuel any equipment in the enclosed portions of the Premises without prior approval of the General Manager of the Airport except in accordance with Port Authority Rules and Regulations.

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

(n) The Lessee shall not operate or cause or allow to be operated aircraft engines in any areas of the Premises other than for the purpose of taxiing or maneuvering aircraft to and from the Premises or in connection with authorized aircraft maintenance on the Premises. The Lessee shall not perform any

aircraft maintenance on the Premises other than emergency or turn-around maintenance.

(o) The Lessee shall not keep or store aviation fuel on the Premises except that fueling equipment may be operated on the unenclosed portions of the Premises in accordance with all the provisions of this Agreement and with the Port Authority Rules and Regulations pertaining thereto.

(p) The loading or unloading on the Premises of any aircraft used principally for cargo is expressly prohibited.

(q) The Lessee shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Premises or in any streets, ways and walks near the Premises.

Section 18. Construction by the Lessee

A comprehensive plan for the development of the Site and Area 2, including, but not limited to, renderings, layouts, locations, models, estimated commencement and completion dates, and preliminary functional plans, has been submitted to the Port Authority by the Lessee (the "Site" is shown in stipple on Exhibit 18.1 and "Area 2" is shown in diagonal hatch on Exhibit 18.1 attached hereto and hereby made a part hereof). Said comprehensive plan is annexed hereto, hereby made a part hereof and marked Exhibit 18.2, including the "Summary Basis of Design" as submitted by the Lessee and approved by the Port Authority, together with the further design development documents (the "Design Development Documents") based thereon which shall be prepared by the Lessee and submitted to the Port Authority for its approval and shall, upon approval by the Port Authority, constitute the "Comprehensive Plan" hereunder. If the Port Authority disapproves the Design Development Documents or any portion thereof, or any submittals in connection with the Comprehensive Plan, it shall set forth, in writing, in reasonable detail the reasons for such disapproval.

(a) Without limiting the above, the Lessee agrees that the Comprehensive Plan shall include the construction on and under the Site of:

(i) A three (3) level passenger terminal building consisting of approximately 1,500,000 square feet of floor space, together with all associated and related areas and facilities, including, but not limited to, stairwells, stairways, escalators, elevators, and United States government inspection areas (as described in Section 45 hereof);

(ii) Not less than 22 aircraft loading and unloading positions, including 16 aircraft building gate positions (of which 14 will be capable of handling Group V aircraft and two (2) will be capable of handling Group IV aircraft; and of the 14 aircraft building gate positions capable of handling Group V aircraft, four (4) positions will also be capable of handling Group VI aircraft) together with all associated and related areas and facilities including, without limitation, passenger boarding gate lounges (said aircraft building gate positions being herein collectively called the "Aircraft Gate Positions");

(iii) All appropriate work for the construction of general utility and mechanical equipment rooms and spaces and crawl spaces within the Passenger Terminal Facility (as hereinafter defined);

(iv) All appropriate work for the construction of the Concession Areas to be made available for consumer services as more fully described and set forth in Section 44 including without limitation the construction and installation of utility lines which are to serve the said Concession Areas;

(v) Construction, installation and tie in of all appropriate utility lines, pipes, mains, drains, cables, manholes, wires, conduits, and other facilities required in connection with or relating to the mechanical, water, electrical, storm sewer, sanitary sewer, communications, security, fire alarm, fire protection, gas, aircraft fueling and other systems or facilities including all necessary relocations, including but not limited to all necessary pipes, valves, materials and other

equipment and accessories necessary to the use and operation of the heating, cooling, electrical, water, communications and other utility systems which are to serve the Premises;

(vi) The construction and installation of additions and modifications to the underground fuel distribution system, including but not limited to additions and modifications to the Apron Fuel Facilities located within the Site, underground pipelines, fuel mains and stubs necessary or required to tie into the Distribution Portion of the Underground Fuel System (as such terms are defined in Section 4.021 of the General Airport Agreement as defined in Section 1 hereof) at the Airport to accommodate and serve the Premises and all 16 Aircraft Gate Positions and six (6) hardstand positions located or to be located at the Premises;

(vii) (1) To the extent permitted by KIAC, all work necessary or required to construct lateral mains to tie into the Central Terminal Area ring supply lines for hot water for heating and domestic use purposes only and chilled water for air conditioning purposes only, in accordance with the requirements and specifications as set forth in Section 52 hereof;

(2) To the extent permitted by KIAC, the work specified in subparagraph (1) above, upon completion, will become the property of the Port Authority or its designee and will not be part of the Premises;

(viii) Upper level and lower level roadways and certain other necessary or appropriate ramps, sidewalks, vehicular service areas, vehicular staging areas and pedestrian circulation areas associated therewith together with certain other areas and facilities related to or associated therewith (the foregoing being herein sometimes called the "Circulation Areas");

(ix) All necessary or appropriate aircraft ramp and apron areas;

(x) All grading and paving of ground areas and appropriate landscaping together with all related and associated work;

(xi) The demolition of Building Nos. 50, 51 and 52 and all other demolition associated with the Construction Work (as hereinafter defined), including, but not limited to, all appropriate, required or necessary work for the removal of all asbestos, lead, other contaminants and hazardous materials (subject to the provisions of Section 42) and including the handling, transporting and off-Airport disposal thereof in accordance with applicable Law (including, if required, disposal of asbestos in a long-term asbestos-only disposal facility);

(xii) All taxilanes, taxiway access stubs, and associated and related areas and facilities including, without limitation, all appropriate or necessary work for the construction of an aircraft taxilane on the areas shown in stipple-hatch on Exhibit 2.1 (Page 2 of 3);

(xiii) All necessary or required blast fences and other fencing;

(xiv) All work necessary or required to provide operating space (other than operating rooms), suitable supporting structure and passenger platforms and access facilities for the LRS (based upon information relating to design specifications of the LRS existing as of the date of approval by the Port Authority of the Design Development Documents), including, but not limited to, the following: (a) two track beds, one on each side of a 32'-wide station platform; (b) the shell of the LRS station consisting of piles and foundations, concrete support columns, concrete slab rail bed and station platform, concrete block walls and construction lighting; (c) space for the electrical and thermal feeds and metering for the LRS station; (d) vertical circulation elements (escalators, stairs, elevators) required to serve the LRS station; and (e) architectural skylights in the ticketing hall or windows in the arrivals hall that penetrate the LRS station enclosure (the foregoing being referred to as the "LRS Station Construction" on Exhibit 18.3, Pages 1-3);

(xv) The design criteria of the portion of the LRS supporting structure to the specifications required for installation within a building on that portion of the Premises designated for possible future building expansion ("LRS Preliminary Design Criteria", Exhibit 18.4, Pages 1-7) and then to the next suitable isolation joint, based upon information existing as of the date of approval by the Port Authority of the Design Development Documents (the foregoing together with the work specified in subparagraph (xiv) above being herein sometimes collectively called the "LRS Work"). The Lessee and the Port Authority acknowledge and agree that the preliminary designs prepared by the Lessee for the LRS Work shall be used by the LRS Contractor to prepare the final construction documents for that portion of the LRS which shall be located on or relate to the Premises (such construction documents being hereinafter referred to as the "LRS Construction Documents"). Accordingly, the Port Authority agrees that the LRS Construction Documents shall be subject to the prior approval of the Lessee within ten (10) days after the LRS Construction Documents are submitted to the Lessee, which approval shall not be unreasonably withheld or delayed and shall be limited to matters relating to esthetics, consistency and coordination with the Construction Work. If the Lessee does not respond within such ten (10) day period, the Lessee shall be deemed to have approved the LRS Construction Documents;

(xvi) (1) Design and construction of a separate enclosed space for religious services with an aggregate floor area of approximately nine thousand (9,000) square feet, including a common administrative area;

(2) In addition, the Lessee shall design, construct and install within such space four chapels (the "Chapels") of approximately equal sizes, including all interior finishes, interior partitions, ceiling, flooring, doors, glazing, hardware, mechanical and electrical distribution systems, appropriate HVAC, lighting, sound proofing, and security systems; installation and modification of fixtures, furnishings and equipment; and re-installation of certain artifacts and stained glass panels salvaged from the three original Airport chapels and to be delivered to the Site by the Port Authority; and

(xvii) All other appropriate or necessary work in connection with the foregoing items, including without limitation thereto, all borings, surveys, route marker signs, obstruction lights and material inspections and testing and also including all other tie-ins, temporary and otherwise, to utility lines and roadway access stubs.

Except as otherwise provided in this Agreement, all of the foregoing work shall be constructed by the Lessee on the Site and shall be and become a part of the Premises under this Agreement. All of the foregoing work and any other work which the Lessee includes in the Comprehensive Plan and which is consented to by the Port Authority and is constructed by the Lessee on the Premises is sometimes herein collectively referred to as the "Passenger Terminal Facility" or the "On-Premises Work." The Lessee shall keep the Comprehensive Plan covered by this paragraph (a) up to date and shall submit to the Port Authority for its approval all amendments, supplements or modifications to the Comprehensive Plan, which amendments, supplements or modifications shall not become effective until the same have been approved by the Port Authority.

(b) In addition to all the hereinabove mentioned, the Lessee shall include as part of the Comprehensive Plan submitted in accordance with paragraph (a) hereof the construction of the following work in Area 2, which construction, however, shall not be part of the Premises under this Agreement. The Lessee, its contractor, subcontractors, suppliers of materials and furnishers of services shall at all reasonable times have access to Area 2 and such other areas immediately adjacent thereto under the control of the Port Authority as necessary to perform the construction obligations set forth in this Section 18. The exercise of such right of access shall at all times be done in a lawful manner and in accordance with the rules and regulations of the Port Authority. Said work shall include:

(i) Upper level and lower level roadways and certain other necessary or appropriate ground and elevated roadways, ramps, sidewalks, together with certain other areas and facilities related to or associated therewith (the foregoing

being herein sometimes referred to as the "Off-Premises Roadway Work," as shown in cross hatch on Exhibit 18.5 (Page 1 of 2));

(ii) New Airport roads and parking and landscaping improvements on the areas shown generally in diagonal hatch on Exhibit 18.5 (Page 2 of 2), attached hereto, hereby made a part hereof, to which certain portions of the Circulation Areas would connect as well as any and all associated and related extensions, widenings, relocations, and rehabilitation of existing Airport roads directly affected by the foregoing, including maintenance of traffic control, temporary roads, parking lots and parking revenue control systems, signage, together with all appropriate ground lighting, lines, pipes, drains, wires, cables, manholes and conduits and other facilities and structures; all of the foregoing being sometimes hereinafter collectively called the "New Airport Roads and Parking Improvements Work;"

(iii) Relocation of all appropriate utility lines, pipes, mains, drains, manholes, wires, cables, conduits, and other facilities located on or under the Premises or Area 2 required to provide utility services to the other Central Terminal Area Facilities including water, electrical, storm sewer, sanitary sewer, gas, communications, security, fire alarm, fire protection and other systems including, but not limited to, all necessary pipes, valves, materials and other equipment and accessories, to a location as the Port Authority may reasonably designate; and

(iv) Construction of all appropriate utility lateral mains, pipes, mains, drains, manholes, wires, cables, conduits, and other facilities required in connection with or relating to the water, electrical, storm sewer, sanitary sewer, gas, communications, security, fire alarm, fire protection, and other systems or facilities necessary to tie the Passenger Terminal Facility and/or Area 2 into the service lines specified in subparagraph (iii) above, including, but not limited to, all necessary pipes, valves, materials and other equipment and accessories located on, under or off the Site, the foregoing being respectively called "the water lines", "the electric lines", "sewer lines", "gas lines", and "communication lines" (all of the foregoing together with the items specified in

subparagraph (iii) above being hereinafter called the "Area 2 Utility Line Construction", as shown on Exhibits 18.6 (Pages 1-2).
All of the foregoing in this paragraph (b) shall be constructed by the Lessee off the Site (except as otherwise specifically provided in this Section 18) and shall not be or become a part of the Premises under this Agreement and is hereinafter collectively referred to as the "Area 2 Work". The Lessee shall be responsible for developing a set of Design Development Documents which shall clearly delineate the Area 2 Work and to provide a separate construction cost estimate for the Area 2 Work no later than the Effective Date. For purposes of coordination with the On-Premises Work, consolidated drawings clearly depicting the limits of each shall also be developed. The Lessee shall be responsible for developing Contract Documents including a separate detailed construction cost estimate for the Area 2 Work. For purposes of coordination and review with contiguous On-Premises Work, consolidated documents depicting the limits of each shall be included.

(c) (i) Unless otherwise provided in subparagraphs (c)(iii) and (e)(ii) below, the Lessee agrees to design and to construct the Passenger Terminal Facility on the Premises as described in paragraph (a) above and the Area 2 Work as described in paragraph (b) above, such design and construction of the said work and both the Passenger Terminal Facility and the Area 2 Work being sometimes hereinafter collectively referred to as the "Construction Work".

(ii) Subject to the provisions of subparagraph (c) (iv) and paragraph (f) below, prior to the commencement of the Construction Work, the Lessee shall submit to the Port Authority for the Port Authority's approval complete plans and specifications which may be part of the Contract Documents and all required supporting information to review and verify, including, but not limited to, drawings, reports, calculations, computer printout of analysis, etc., therefor. The Port Authority may refuse to grant approval with respect to the plans and specifications if, in its opinion, any of the proposed Construction Work as set forth in said plans and specifications (all of which shall be in such detail as may reasonably permit

the Port Authority to make a determination as to whether the requirements hereinafter referred to are met) shall at the time such plans and specifications are submitted to the Port Authority:

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

(2) Not comply with the Port Authority's requirements for harmony of external architecture of similar existing or future improvements at the Airport except as otherwise approved in the Comprehensive Plan, or

(3) Not comply with the Port Authority's requirements with respect to exterior and interior building materials and finishes of similar existing or future improvements at the Airport except as otherwise approved in the Comprehensive Plan, or

(4) Not provide for sufficient clearances for taxiways, runways and apron areas, or

(5) Be designed for use for purposes other than those authorized under this Agreement, or

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

(7) Not provide adequate and proper Circulation Areas, or

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

(9) Not comply with the provisions of the Basic Lease, including, without limiting the generality thereof, those provisions of the Basic Lease providing that the Port Authority will conform to the enactments, ordinances, resolutions and regulations of The City of New York and its various departments, boards and businesses in regard to the construction and maintenance of buildings and structures and in regard to health

and fire protection which would be applicable if the Port Authority were a private corporation to the extent that the Port Authority finds it practicable so to do, or

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

(11) Be in violation or contravention of any other provisions and terms of this Agreement, or

(12) Not comply with all applicable Law , and Port Authority technical standards, or

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

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

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

(16) Not comply with the construction scheduling set forth in Exhibit 1.1, if any, or

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

(18) Not comply with the "Summary Basis of Design," or

(19) Not properly coordinate construction staging with other ongoing Airport construction projects.

(iii) In addition to and without limiting the foregoing, with respect to the portion of the Construction Work representing the Area 2 Work, the Lessee's design thereof and the

said plans and specifications shall be subject to the complete prior written approval of the Port Authority and the Lessee shall make any changes and modifications to the said design, plans and specifications as may be required by the Port Authority. Notwithstanding the foregoing, it being understood and agreed that (i) the Port Authority shall be responsible for all additional costs, including applicable soft costs and actual costs for schedule delay, to the On-Premises Work which are directly impacted by any changes and modifications to the design, plans and specifications of the Area 2 Work required by the Port Authority, provided that the Lessee shall have prepared and submitted to the Port Authority a proposed change order covering such changes and modifications and the additional costs thereof, and the Port Authority shall have approved such proposed change order; and (ii) the Lessee shall be responsible for all additional costs (as part of the cost of the Construction Work), including applicable soft costs and actual costs for schedule delay, to the Area 2 Work which are directly impacted by any changes and modifications to the design, plans and specifications of the On-Premises Work required by the Lessee and not relating to the recommendations of the Port Authority, provided that the Lessee shall have prepared and submitted to the Port Authority a proposed change order covering such changes and modifications and the additional costs thereof, and the Port Authority shall have approved such proposed change order.

(iv) The Lessee and the Port Authority shall establish a design and construction working group to review the development of the Project and all drawings, specifications, calculations and reports, etc. prior to the submission of any drawings or plans to the Port Authority. The working group shall meet on a regular basis in order that the Port Authority will generally be informed of all areas of the design of the Project and be aware of all construction or approval dates. The meetings shall be on an informal basis to encourage a full discussion of all appropriate issues and will not supersede the review or approval process of the Design Development Documents and the Contract Documents (as hereinafter defined) set forth in this Section. The meetings shall continue until the Project is completed. Attached hereto as Exhibit 18.7 is a schedule of the submission by the Lessee to the Port Authority of specified "Packages" of Design Development

Documents and plans and specifications covering the Construction Work. The Lessee agrees to use its best efforts to adhere to the said submission schedule and the Port Authority agrees to use its best efforts to review said "Packages" when submitted on schedule within ten (10) business days of receipt, provided that such packages are prepared in accordance with the highest professional standards, complete, of uniformly high quality and well coordinated with respect to all engineering and architectural disciplines. If the Port Authority disapproves the Contract Documents or any portion thereof, the reasons for such disapproval shall be set forth, in writing, in reasonable detail.

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

(i) (1) Prior to engaging or retaining an architect or engineer for the Construction Work, the name or names of said architect or engineer shall be submitted to the Port Authority for its approval. The Port Authority shall have the right to disapprove any architect or engineer who may be unacceptable to it. The Lessee has retained TAMS Consultants Inc. (TAMS Consultants Inc., or its successor(s) which the Port Authority shall have approved, being hereinafter referred to as the "Project Engineer") to act as the Project Engineer. The Port Authority has approved the Project Engineer. The Lessee has submitted to the Port Authority the agreement between the Lessee and the Project Engineer. The Port Authority has approved such agreement. Such agreement shall not be modified, supplemented or amended without the prior approval of the Port Authority. All Construction Work shall be done in accordance with plans and specifications to be submitted to and approved by the Port Authority prior to the commencement of the Construction Work, including but not limited to plans and specifications covering changes to previously approved plans and specifications. Until such approval has been obtained, the Lessee shall continue to resubmit plans and specifications as required. Upon approval of such plans and specifications by the Port Authority (such approved plans and specifications as modified by a Change Order (as hereinafter defined) being herein sometimes called the "Contract Documents"), the Lessee shall proceed diligently to perform the Construction Work. All Construction Work, including

workmanship and materials, shall be of first-class quality. The Lessee shall re-do, replace or construct any Construction Work not done in accordance with the Contract Documents and the provisions of this Section. The Port Authority acknowledges that pursuant to the terms of the Contract (as defined in paragraph (2) hereof) between the Lessee and the General Contractor under certain circumstances the Lessee shall reimburse the General Contractor (as hereinafter defined) the costs of correcting or remedying any non-conforming or defective work to the extent of funds available in the construction contingency contained in the Contract. The Lessee shall complete the Construction Work no later than May 13, 2002, subject to extensions for force majeure, Change Orders and as otherwise expressly provided in this Agreement.

For purposes of this Agreement, a "Change Order" shall mean (i) any material change to the Contract Documents which has been approved by the Port Authority or (ii) any immaterial change to the Contract Documents which does not require the approval of the Port Authority. The following proposed change orders shall be deemed to be material changes requiring the prior written approval of the Port Authority:

(A) a proposed change order which increases or reduces the scope of, or the design intent of, the Project from the project described in the Design Development Documents;

(B) a proposed change order which after the Port Authority has approved the Contract Documents results in the issuance of a new or revised drawing by the Project Engineer;

(C) a proposed change order which adversely affects the quality of the Project so that the Project will not deliver a level of service "C" as defined by IATA Standards during peak operation or the Project will not be a first class terminal as defined by generally accepted airline industry standards; or

(D) a proposed change order the performance of which would require an extension of the scheduled completion date beyond May 13, 2002 (as such date may be extended by the express

provisions of this Agreement) other than by reason of force majeure.

In the event of any dispute as to whether a change is a material or an immaterial change to the Contract Documents, such dispute shall be referred to and determined by the Chief Engineer of the Port Authority. The Lessee will not start the work described in any proposed change order requiring the prior written approval of the Port Authority until such proposed change order has been so approved.

(2) Prior to entering into a contract for the Construction Work, the Lessee shall submit to the Port Authority for its approval the name of the contractor to whom the Lessee proposes to award said contract. The Port Authority shall have the right to disapprove any contractor who may be unacceptable to it. The Lessee has retained Morse Diesel International, Inc. (Morse Diesel International, Inc. or its successor(s) which the Port Authority shall have approved, being herein referred to as the "General Contractor") to act as the General Contractor for the Project and has submitted to the Port Authority a copy of its contract with Morse Diesel International, Inc. The Port Authority has approved Morse Diesel International, Inc. and the said contract. Said contract shall not be modified, supplemented or amended (other than by Change Orders) without the prior approval of the Port Authority. At such times as the Lessee and the General Contractor determine the identity of the proposed subcontractors or potential bidders for the Project, the Lessee shall submit to the Port Authority the names of the proposed subcontractors or potential bidders and the portion of the Construction Work which the Lessee anticipates such subcontractors or bidders shall perform, the Port Authority may, within ten (10) business days of submission of a list of proposed subcontractors or bidders, comment on the proposed subcontractors or bidders and subcontracts. The Lessee shall not employ or approve any subcontractor or bidder to which the Port Authority has a reasonable objection. The Lessee shall include in all such subcontracts such provisions and conditions which have been advised in writing and reasonably required by the Port Authority prior to the execution of such contracts. Without limiting the generality of the foregoing, all of the Lessee's construction

contract and subcontracts shall provide as follows: "If (i) the contractor fails to perform any of its obligations under the contract, including its obligation to the Lessee or to the General Contractor, as the case may be, to pay any claims lawfully made against it by any materialman, subcontractor or workman or other third person which arises out of or in connection with the performance of the contract or (ii) any claim (just or unjust) which arises out of or in connection with the contract is made against the Lessee or the General Contractor, as the case may be, or (iii) any subcontractor under the contract fails to pay any claims, lawfully made against it by any materialman, subcontractor, workman or other third person which arises out of or in connection with the contract or if in the Lessee's opinion any of the aforesaid contingencies is likely to arise, then the Lessee shall have the right, in its discretion, to withhold out of any payment (final or otherwise and even though such payments have already been certified as due) such sums as the Lessee may deem ample to protect it against delay or loss or to assume the payment of just claims of third persons, and to apply such sums in such manner as the Lessee may deem proper to secure such protection or satisfy such claims. All sums so applied shall be deducted from the contractor's compensation. Omission by the Lessee to withhold out of any payment, final or otherwise, a sum for any of the above contingencies, even though such contingency has occurred at the time of such payment, shall not be deemed to indicate that the Lessee does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of the Lessee to withhold and apply monies nor any exercise, or attempted exercise of, or omission to exercise such rights by the Lessee shall create any obligation of any kind to such materialmen, subcontractors, workmen or other third person. Until actual payment is made to the contractor, his or her right to any amount to be paid under the contract (even though such amount has already been certified as due) shall be subordinate to the rights of the Lessee under this provision."

(3) Prior to entering into a contract with a program manager to monitor and supervise the Construction Work, the Lessee shall submit to the Port Authority for its approval the name of the said program manager. The Port Authority shall

have the right to disapprove any program manager who may be unacceptable to it. The Lessee has retained Fluor Daniel, Inc. (Fluor Daniel, Inc., or its successor(s) which the Port Authority shall have approved, being hereinafter referred to as the "Program Manager".) The Port Authority has approved the Program Manager. The Lessee has submitted to the Port Authority the agreement between the Lessee and the Program Manager. The Port Authority has approved such agreement. Such agreement shall not be modified, supplemented or amended without the prior approval of the Port Authority.

(4) The Lessee represents that it has provided the Port Authority with true and complete copies of its contracts with the General Contractor, the Project Engineer and the Program Manager.

(5) If requested by the Port Authority, the Lessee shall file with the Port Authority copies of its General Contractor's contracts with the subcontractors prior to the start of the Construction Work by said entities.

(ii) The Lessee or the Program Manager shall, or shall require the Project Engineer to, furnish a full time resident architect or engineer during the construction period. The Lessee shall require certification, by a licensed engineer on the staff of the Project Engineer or by an independent testing firm, of all pile driving data and of all concrete tests and such other certifications as may be requested by the Port Authority to satisfy any controlled inspection requirements and such other requirements as may be reasonably required by the Port Authority from time to time. The Lessee shall also require certification, on behalf of the Project Engineer by a licensed architect or engineer on its staff or by the independent testing firm, of all controlled inspections required by the New York City Building Code.

(iii) As between the Lessee and the Port Authority, the Lessee agrees to be solely responsible for any plans and specifications used by it and for any loss or damages resulting from the use thereof, notwithstanding that the same have been approved by the Port Authority and notwithstanding the

incorporation therein of Port Authority recommendations or requirements. There shall be no third party beneficiaries of this paragraph. Notwithstanding the requirement for approval by the Port Authority of the contracts to be entered into by the Lessee or the incorporation therein of Port Authority requirements or recommendations, and notwithstanding any rights the Port Authority may have reserved to itself hereunder, the Port Authority shall have no contractual liabilities or obligations of any kind to any such contractors engaged by the Lessee or for any other matter in connection therewith. Any warranties contained in any construction contract entered into by the Lessee for the performance of the Construction Work hereunder shall be for the benefit of the Port Authority (to the extent the Port Authority succeeds to the interest of the Lessee) as well as the Lessee, and the contract shall so provide.

(iv) The Port Authority shall have the right, through its duly designated representatives, to inspect the Construction Work and the plans and specifications thereof, at any and all reasonable times during the progress thereof and from time to time, in its discretion, to take samples and perform testing on any part of the Construction Work. In exercising its right under this paragraph, the Port Authority shall coordinate and schedule with the Lessee so as to minimize any interference or delay in the Construction Work.

(v) The Lessee agrees that it shall deliver to the Port Authority upon completion of the Project two (2) sets of "as built" microfilm drawings of the Construction Work mounted on aperture cards, an electronic CADD data file in a format to be designated by the Port Authority, all of which shall conform to the specifications of the Port Authority (the receipt of a copy of said specifications prior to the execution of this Agreement being hereby acknowledged by the Lessee), all engineering reports, engineering analysis, boring logs, survey information and engineering design calculations and operation and maintenance manuals in a comprehensive, coordinated package. The Lessee shall during the term of this Agreement maintain a set of Construction Documents current showing thereon any changes or modifications which have been made.

(vi) The Lessee shall, if requested by the Port Authority, take all reasonable measures to prevent erosion of the soil and the blowing of sand during and arising from the performance of the Construction Work, including, but not limited to, the fencing of the Premises, Area 2 or portions thereof or other areas and the covering of open areas with asphaltic emulsion or similar materials as the Port Authority may direct.

(vii) Subject to and in accordance with the provisions of Section 42 (c), any soil, dirt, sand or other matter (hereinafter in this subparagraph (vii) collectively called the "Matter") excavated by the Lessee during the course of the Construction Work and not used at the Site shall be delivered and deposited by the Lessee to any location on the Airport or to any location off the Airport within the Port of New York District as may be designated by the Port Authority. The entire proceeds, if any, of the sale or other disposition of the Matter shall belong to the Lessee to be used solely for the benefit of the Project.

(viii) The Lessee shall pay or cause to be paid (as part of the costs of the Construction Work) all claims lawfully made against it by its General Contractor, the General Contractor's 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 Construction Work, and shall cause its General Contractor and the General Contractor's subcontractors to pay all such claims lawfully made against them, provided, however, that nothing herein contained shall be construed to limit the right of the Lessee to contest any claim of a contractor, subcontractor, materialman, workman and/or other person and no such claim shall be considered to be an obligation of the Lessee within the meaning of this Section unless and until the same shall have been finally adjudicated. The Lessee shall diligently seek to resolve any such claims and shall keep the Port Authority informed of its actions with respect thereto. Nothing herein contained shall be deemed to constitute consent to the creation of any liens or claims against the Premises, Area 2 or any other part of the Airport nor to create any rights in said third persons against the Port Authority.

(ix) The Lessee shall prior to the commencement of construction and at all times during construction submit to the Port Authority all engineering studies and inspection reports with respect to the Construction Work which have been performed by the Lessee, and samples of construction materials as may be required at any time and from time to time by the Port Authority.

(x) The Lessee shall, at the time of submitting the Comprehensive Plan to the Port Authority as provided in paragraph (a) hereof, submit to the Port Authority its forecasts of the number of people who will be working at various times during the Term at the Premises, the expected utility demands of the Premises, noise profiles and such other information as the Port Authority may require. The Lessee shall continue to submit its latest forecasts and such other information as may reasonably be required as aforesaid as the Port Authority shall from time to time and at any time request. The Port Authority acknowledges that the forecasts are estimates and may change from time to time.

(xi) The Lessee shall prepare, execute and submit for the Port Authority's approval a tenant alteration application or applications in the form prescribed by the Port Authority covering the Construction Work or portions thereof (each such application, a "Construction Application"). The Lessee shall comply with all the terms and provisions of the approved Construction Applications and this Agreement. In the event of any inconsistency between the terms of any Construction Application and this Agreement, the terms of this Agreement shall prevail and control.

(xii) The Port Authority shall not be responsible to any contractor, architect, supplier, subcontractor or any other person engaged by the Lessee or its General Contractor in the performance of any part of the Construction Work for any payments due or alleged to be due thereto for any work performed or materials purchased in connection with the Construction Work.

(xiii) (1) Without limiting any of the terms and conditions of this Agreement, the Lessee understands and agrees that it shall put into effect prior to the commencement of any

Construction Work an affirmative action program and Minority Business Enterprise (MBE) program and Women-owned Business Enterprise (WBE) program in accordance with the provisions of Exhibit E, attached hereto and hereby made a part hereof. The provisions of said Exhibit E of this Agreement shall be applicable to the Lessee's contractor and subcontractors at any tier of construction as well as to the Lessee itself and the Lessee shall include the provisions of said Exhibit E within all of its construction contracts so as to make said provisions and undertakings the direct obligation of the construction contractor and subcontractors at any tier of construction. The Lessee shall and shall require its said contractor and subcontractors to furnish to the Port Authority such data, including, but not limited to, compliance reports relating to the operation and implementation of the affirmative action, MBE and WBE programs called for hereunder as the Port Authority may request at any time and from time to time regarding the affirmative action, MBE and WBE programs of the Lessee and its contractor and subcontractors at any tier of construction, and the Lessee shall and shall also require that its contractor 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 Exhibit E to effectuate the goals of affirmative action and MBE and WBE programs.

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

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

compensation, and selections for training or retraining, including apprenticeships and on-the-job training;

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

(C) 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;

(D) The contractor will include the provisions of clauses (A) through (C) 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;

(E) "Contractor" as used in this subparagraphs (1) and (2) shall include the General Contractor and each subcontractor of the General Contractor at any tier of construction.

(e) In addition to and without limiting the terms and conditions set forth in paragraph (d) above, the portion of the Construction Work representing the Area 2 Work shall be done in accordance with the following further terms and conditions:

(i) In addition to the submission of the names of the architect, engineer, contractor and program manager for Port Authority approval as required by subparagraphs (i)(1), (2) and

(3) of paragraph (d) of this Section, the proposed contract (other than the Contract) covering the portion of the Construction Work representing the New Airport Roads and Parking Improvements Work, or any portion thereof, or the Area 2 Utility Line Construction, or any portion thereof, submitted for Port Authority approval shall be subject to disapproval. With respect to such work, the Port Authority shall have the right to disapprove the costs of any portion of such work, if such costs exceed the amounts set forth in the Project Cost Plan specified in paragraph (o) hereof for such portion of work. The Lessee shall include in all such contracts such provisions and conditions which have been advised in writing and required by the Port Authority prior to the execution of such contracts. It is expressly understood and agreed that in the event any proposed contract covers the construction of both the Passenger Terminal Facility, or any portion thereof, as well as Area 2 Work, or any portion thereof, then the contract shall contain an allocation of costs between the Passenger Terminal Facility and the Area 2 Work, or shall set forth a method for properly determining the allocation of such costs, provided, however, that if such contract does not properly allocate said costs or set forth a method for the allocation of said costs, the Port Authority and the Lessee shall jointly determine the costs thereof that are applicable to the Area 2 Work, the Off-Premises Roadway Work, the New Airport Roads and Parking Improvements Work, the Area 2 Utility Line Construction, or any portion thereof. It is further understood and agreed that the Port Authority shall have the right to require, with respect to subcontracts only, the use of competitive bidding and award, or other basis of award, for the construction of the New Airport Roads and Parking Improvements Work, or any portion thereof, and Area 2 Utility Line Construction, or any portion thereof. The Lessee shall not enter into any proposed contract covering the New Airport Roads and Parking Improvements Work, or any portion thereof, or the Area 2 Utility Line Construction, or any portion thereof, without the prior written approval of the Port Authority, in accordance with the foregoing.

(ii) The Lessee hereby specifically agrees that notwithstanding the Port Authority's approval of any Construction Application the Lessee shall, as directed by the Port Authority,

JFK INTERNATIONAL AIR TERMINAL LLC

October 30, 2012

To: The Bank of New York Mellon, as Trustee

Sixth Supplemental Agreement to Lease No. AYC-685

Reference is made to that certain *(i)* Trust Administration Agreement, dated as of May 13, 1997, between JFK International Air Terminal LLC, a New York limited liability company (the "Company"), and The Bank of New York Mellon (f/k/a The Bank of New York), as trustee (the "Trustee") (as the same may be amended from time to time, including as amended by the Sixth Supplemental Trust Administration Agreement (defined below), the "Trust Administration Agreement"), *(ii)* Amended and Restated Port Authority Financing Consent and Agreement, dated as of December 9, 2010, among The Port Authority of New York and New Jersey (the "Port Authority"), National Public Finance Guarantee Corporation, ("National"), the Company and the Trustee (as the same may be amended from time to time, the "Port Authority Financing Consent and Agreement"), *(iii)* Sixth Supplemental Trust Administration Agreement, dated as of December 9, 2010, between the Company and the Trustee (the "Sixth Supplemental Trust Administration Agreement"), including the Amended and Restated Appendix A thereto, and *(iv)* Sixth Supplemental Agreement to Lease No. AYC-685 between the Port Authority and the Company, an executed copy of which is attached hereto as Exhibit A, to be effective as provided therein ("Lease Supplement No. 6"). Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Trust Administration Agreement.

Pursuant to Section 16(a)(iv) of the Port Authority Financing Consent and Agreement, National, as deemed owner of a principal amount of the Series 6 Bonds equal to the amount of the Insured Bonds, has given a Direction (as defined in the Port Authority Financing Consent and Agreement) to the Trustee consenting to the execution and delivery by the Port Authority and the Company of Lease Supplement No. 6. An executed copy of the Direction from National is attached hereto as Exhibit B.

Pursuant to Section 10.9 of the Sixth Supplemental Trust Administration Agreement, the Series 8 Bondholders (by their acceptance of the Series 8 Bonds) are deemed to have consented to the execution and delivery by the Port Authority and the Lessee of Lease Supplement No. 6, and thereby have given the requisite Direction to the Trustee, subject only to the Trustee's receipt of a certification by the Lessee that Lease

Supplement No. 6 (contemplated by Section 22 of Supplemental Lease Agreement No. 5) could not reasonably be expected to have a material adverse effect on the Series 8 Bondholders. Accordingly, the Company hereby certifies to the Trustee that Lease Supplement No. 6 could not reasonably be expected to have a material adverse effect on the Series 8 Bondholders.

The Company hereby requests that the Trustee acknowledge its receipt of Lease Supplement No. 6 and consent to the execution and delivery by the Port Authority and the Company of Lease Supplement No. 6, as and to the extent such consent may be required under the Lease or the Financing Documents, by delivery to the Company of a counterpart of this letter executed by the Trustee in the space provided below.

Very truly yours,

JFK International Air Terminal LLC

By: Michael E. Sibilia
Name: Michael E. Sibilia
Title: Chief Financial Officer

Acknowledged and agreed:

THE BANK OF NEW YORK MELLON,
as Trustee

By: _____
Name:
Title:

Supplement No. 6 (contemplated by Section 22 of Supplemental Lease Agreement No. 5) could not reasonably be expected to have a material adverse effect on the Series 8 Bondholders. Accordingly, the Company hereby certifies to the Trustee that Lease Supplement No. 6 could not reasonably be expected to have a material adverse effect on the Series 8 Bondholders.

The Company hereby requests that the Trustee acknowledge its receipt of Lease Supplement No. 6 and consent to the execution and delivery by the Port Authority and the Company of Lease Supplement No. 6, as and to the extent such consent may be required under the Lease or the Financing Documents, by delivery to the Company of a counterpart of this letter executed by the Trustee in the space provided below.

Very truly yours,

JFK International Air Terminal LLC

By: _____
Name: Michael E. Sibilia
Title: Chief Financial Officer

Acknowledged and agreed:

THE BANK OF NEW YORK MELLON,
as Trustee

By: _____
Name: DAVID J. O'BRIEN
Title: VICE PRESIDENT

EXHIBIT A

Lease Supplement No. 6

[*attached separately*]

LEASE NO. AYC-685

SIXTH SUPPLEMENTAL AGREEMENT

To

LEASE NO. AYC-685

Between

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

And

JFK INTERNATIONAL AIR TERMINAL LLC

Dated as of October 30, 2012

JFK INTERNATIONAL AIR TERMINAL LLC

LEASE NO. AYC-685

SIXTH SUPPLEMENTAL AGREEMENT

Table of Contents

Section 1.	**The Terminal 4 TSA Project Work: Performance by Delta**	3
Section 2.	**Performance of the Work**	3
Section 3.	**Approvals and Modifications of the Plans and Specifications for the Work**	4
Section 4.	**Requirements Upon Completion of the Work**	4
Section 5.	**TSA Acceptance of the Work**	5
Section 6.	**Funds Appropriated for the JFK TSA Project; Invoice Threshold Amount**	5 5
Section 7.	**Costs Eligible for Reimbursement**	6
Section 8.	**Lessee's Obligations under the MOA**	7
Section 9.	**Allowable Costs**	9
Section 10.	**Lessee Responsibility For Cost of the Work**	10
Section 11.	**Reimbursement Procedure**	10
Section 12.	**Termination of the MOA**	16
Section 13.	**Port Authority Right to Audit**	17
Section 14.	**Environmental Requirements.**	19
Section 15.	**Labor Harmony**	19
Section 16.	**Demands by the TSA of the Government of the United States**	19
Section 17.	**No Effect on Other Obligations**	23
Section 18.	**Amendment to Section 1 of the Lease**	23
Section 19.	**Effect of Amendments**	24
Section 20.	**No Broker**	24
Section 21.	**No Personal Liability**	24
Section 22.	**Construction and Application of Terms**	24
Section 23.	**Entire Agreement**	25
Section 24.	**Execution in Counterpart**	25

ATTACHMENTS

Exhibit A	Memorandum of Agreement Relating to Baggage Screening Projects for John F. Kennedy International Airport ("***JFK***")
Exhibit B	Letter of Credit

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

Lease No.AYC-685
Supplement No. 6
John F. Kennedy International Airport

THIS SUPPLEMENTAL AGREEMENT (this "Agreement" or this "Supplemental Agreement"), made as of the 30th day of October, 2012 by and between the **PORT AUTHORITY OF NEW YORK AND NEW JERSE**Y (hereinafter referred to as the "Port Authority"), and **JFK INTERNATIONAL AIR TERMINAL LLC**, (hereinafter called the "Lessee"),

WITNESSETH, That:

WHEREAS, the Port Authority and the Lessee heretofore entered into an agreement of lease dated May 13, 1997, bearing Port Authority Lease number AYC-685 and covering the letting by the Port Authority to the Lessee of certain premises at the John F. Kennedy International Airport (the "***Airport***"), as more fully described therein, (said agreement of lease as amended, supplemented and extended referred to herein as the "***Lease***", and said premises referred to herein as the "***Premises***").

WHEREAS, the Lease has been supplemented and amended by a First Supplemental Agreement, dated as of August 10, 2001 ("Supplement No. 1"), a Second Supplemental Agreement, dated as of December 20, 2002 ("Supplement No. 2"), a Supplemental Lease Agreement No. 3, dated as of January 1, 2004 ("Supplement No. 3"), a Supplemental Lease Agreement No. 4, dated as of December 1, 2004 ("Supplement No. 4"), and a Fifth Supplemental Agreement, dated as of December 9, 2010 ("Supplement No. 5"), together with the Lease, as so supplemented and amended, the "Lease"; and

WHEREAS, pursuant to Supplement No. 5, the Lessee undertook a project, to expand, renovate and modify the terminal building on the Premises (the "2010 Expansion Project"), by constructing *inter alia*, new international aircraft gates, hold rooms and retail facilities, all more specifically as set forth therein; and

WHEREAS, simultaneously with the execution of Supplement No. 5, the Lessee and Delta Air Lines, Inc. ("Delta") entered into an Airline Sublease dated as of December 9, 2010, and denominated "Anchor Tenant Agreement" (the "ATA"), subletting to Delta certain portions

of the Premises, including the improvements to be constructed pursuant to the 2010 Expansion Project; and

WHEREAS, the Port Authority and the United States Department of Homeland Security, acting through the Transportation Security Administration (the "***TSA***") entered into a Memorandum of Agreement Relating to Baggage Screening Projects for John F. Kennedy International Airport ("***JFK***") effective September 10, 2008 (Reference No. HSTS04-08-H-CT1236), as modified by Modification No. 1 to Memorandum of Agreement, dated September 10, 2008, between the Port Authority and the TSA (collectively, the "***MOA***") (a copy of which MOA is attached hereto as Exhibit A), setting forth the terms and establishing the respective cost-sharing obligations and responsibilities of the TSA and the Port Authority with respect to the performance of the engineering, design and integration of baggage Explosive Detection Systems ("***EDS***") projects and baggage screening system improvements at JFK (the "***JFK TSA Project***").

WHEREAS, the Port Authority and the TSA also entered into a (i) Memorandum of Agreement Relating to Baggage Screening Projects for Newark Liberty International Airport ("***EWR***") on or about September 10, 2008 (Reference No.HSTS04-08-H-CT1235), as modified by Modification No. 1 to Memorandum of Agreement, dated September 10, 2008, between the Port Authority and the TSA, setting forth the terms and establishing the respective cost-sharing obligations and responsibilities of the TSA and the Port Authority with respect to the performance of EDS projects and baggage screening system improvements at EWR (the "***EWR TSA Project***"), and (ii) Memorandum of Agreement Relating to Baggage Screening Projects for LaGuardia Airport ("***LGA***") on or about September 10, 2008 (Reference No.HSTS04-08-H-CT1094) as modified by Modification No. 1 to Memorandum of Agreement, dated September 10, 2008, between the Port Authority and the TSA, setting forth the terms and establishing the respective cost-sharing obligations and responsibilities of the TSA and the Port Authority with respect to the performance of EDS projects and baggage screening system screening improvements at LGA (the "***LGA TSA Project***").

WHEREAS, because the Lessee is responsible for the operation, maintenance and management of the Premises pursuant to the Lease, the Lessee agrees to perform portions of the JFK TSA Project, and the scope of work as it relates directly to Terminal 4 (the "Terminal 4 TSA ***Project***"), as set forth in the MOA subject to and in accordance with all of the terms and provisions and conditions of the MOA, the Lease and of this Agreement.

WHEREAS, it is hereby acknowledged and agreed that the Lessee shall perform the Work (as defined in Section 2 below) at its sole cost and expense, subject to the terms and conditions set forth in the MOA and in this Agreement for reimbursement by TSA to the Port Authority covering, among other matters, the release by the Port Authority to the Lessee of sums, if any, paid to the Port Authority by the TSA for the Work; and

WHEREAS, the Port Authority and the Lessee desire to supplement and amend the Lease in certain respects; and

WHEREAS, unless the context clearly indicates otherwise, any capitalized term not defined herein shall have the same meaning given thereto in the Lease.

NOW, THEREFORE, the Port Authority and the Lessee, for and in consideration of the covenants and mutual agreements hereinafter contained, hereby covenant and agree, effective as of the date hereof, as follows:

Section 1. The Terminal 4 TSA Project Work: Performance by Delta

(a) The parties hereby acknowledge and agree that the 2010 Expansion Project, as defined in Section 18A (a)(1) appearing in Supplement No. 5 of the Lease includes the Work, as hereinafter defined in Section 2.

(b) Pursuant to Article V.B of the MOA, the obligations set forth therein shall be assumed by the Port Authority, or its designee. The parties hereby agree and acknowledge that, for purposes of the MOA, the Lessee is the designee of the Port Authority with respect to the Terminal 4 TSA Project, but that, in accordance with paragraph (c) below, the obligations set forth in the MOA insofar as such obligations relate to the Terminal 4 TSA Project, shall be performed by Delta, as the designee of the Lessee.

(c) The Port Authority hereby acknowledges that, although the obligations set forth in Section 18A and other provisions of the Lease that expressly reference or are deemed to reference Section 18A are the obligations of the Lessee, the 2010 Expansion Project (including the Work) will be developed, constructed and funded by Delta in accordance with the provisions of the ATA, as the Lessee's anchor tenant under the ATA. The Port Authority further acknowledges that the ATA incorporates by reference, to the extent they relate to the 2010 Expansion Project, the terms and provisions of such Section 18A and the other provisions of the Lease that expressly reference or are deemed to reference Section 18A or the construction and implementation of the 2010 Expansion Project, and the Port Authority shall accept due performance by Delta of such obligations. Accordingly, it is understood that the obligations of the Lessee set forth herein with respect to the Terminal 4 TSA Project may be fulfilled either by the Lessee's performance of such obligations or by the Lessee causing Delta to perform such obligations.

Section 2. Performance of the Work

The Lessee hereby agrees to perform the entire scope of the Terminal 4 TSA Project as set forth in Article III of the MOA, as more particularly set forth in the Comprehensive Plan, as defined in Section 18A of the Lease (the "***Work***"). The Lessee shall perform the Work in accordance with the Tenant Alteration Application(s), as approved by the Port Authority in accordance with the Port Authority's Tenant Alteration Application requirements as they exist as of the date hereof, or, if approved for the Terminal 4 TSA Project by the Port Authority in connection with the Comprehensive Plan, as of the effective date of Supplement No. 5. The Work shall be performed and completed by the Lessee strictly in accordance with the Lease, the MOA and with the terms

and conditions contained herein.

Section 3. Approvals and Modifications of the Plans and Specifications for the Work

In connection with the Work to be performed hereunder, the Lessee shall submit to the Port Authority for its approval one or more Tenant 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 Work, and the manner of and time periods for performing the same. In the event of any inconsistency between the terms of any Tenant Alteration Application covering the Work (or portion thereof) and the terms of the Lease, including, but not limited to Sections 18 and 18A, as herein amended, the terms of the Lease shall prevail and control. The Lessee shall also comply with all applicable governmental laws, ordinances, orders, enactments, resolutions, rules and directives including, but not limited to, all requirements of the TSA. The data to be supplied by the Lessee shall describe in detail the Work. All of the Work hereunder shall be done in accordance with the said Tenant Alteration Application(s) and final plans and specifications approved by the Port Authority and reviewed by the TSA; shall be subject to inspection by the Port Authority and the TSA during the progress of the said Work and after the completion thereof; and the Lessee shall redo or replace at its own expense any of said work not done in accordance therewith, or as otherwise required to be redone or replaced by the TSA. Upon approval of such plans and specifications by the Port Authority and review thereof by the TSA, the Lessee shall proceed diligently at its sole cost and expense to perform and complete the Work. Notwithstanding the foregoing or anything contained herein to the contrary, the Port Authority shall not require Lessee to (i) make modifications to the plans and specifications for the Terminal 4 TSA Project, which plans and specifications form a part of the Comprehensive Plan, defined in Section 18A (b) of the Lease (x) so long as the plans and specifications are comparable in size, location and general scope as established by the concept drawings and specifications shown in the Comprehensive Plan, and approved by the Port Authority, TSA and the Lessee or (y) if the costs of the Terminal 4 TSA Project, other than Allowable Costs, as hereinafter defined, reimbursable by the TSA under the MOA, taking into account such modifications, would exceed $1,000,000.00, or (ii) engage technical consultants and services for developing, completing and submitting detailed plans and specifications for the Work if the costs of the Terminal 4 TSA Project, other than Allowable Costs reimbursable by the TSA under the MOA, taking into account the Port Authority's requirement for Lessee to engage such consultants and services, would exceed $100,000.00.

Section 4. Requirements Upon Completion of the Work

Upon completion of the Work, including successful completion of the TSA EDS systems test under Article VII of the MOA and acceptance by the TSA pursuant thereto, the Lessee shall supply the Port Authority with (i) as-built plans and drawings in form and number requested by the Port Authority, and (ii) an additional duplicate set of such "as built" drawings to be attached to the final Certificate, as hereinafter defined, in accordance with the provisions of Section 11(a)(xv) of this Agreement and Section 18A(n)(3) of the Lease.

Section 5. TSA Acceptance of the Work

The Lessee shall be solely responsible for obtaining the acceptance of the TSA of the Work pursuant to Article VII of the MOA.

Section 6. Funds Appropriated for the JFK TSA Project; Invoice Threshold Amount

(a) The Port Authority hereby represents that (i) the TSA has appropriated a total sum of Four Hundred Million Dollars and No Cents ($400,000,000.00) (the "***Total TSA Funding***") for the EWR TSA Project, the JFK TSA Project, and the LGA TSA Project, of which (ii) One Hundred Sixty Three Million Dollars and No Cents ($163,000,000.00) ("JFK TSA Funding") of the Total TSA Funding has been allocated by the TSA for the JFK TSA Project at this time, and (iii) Eighty Million Dollars and No Cents ($80,000,000.00) (the "Terminal 4 TSA Project TSA Funding") of the JFK TSA Funding has been allocated by the TSA for the Terminal 4 TSA Project. During the period prior to October 1, 2012, the Port Authority agrees that it shall not agree to an allocation or reallocation of the JFK TSA Funding such that less than the Terminal 4 TSA Project TSA Funding would be available for the Lessee for the TSA's portion of the Allowable Costs hereunder, *provided, however*, at any time from and after October 1, 2012, the Port Authority may request that it be permitted to reallocate any unused portion of the Terminal 4 TSA Project TSA Funding. The Lessee shall then promptly demonstrate to the Port Authority the amount it requires to complete the Terminal 4 TSA Project. At such time, the Port Authority shall reduce the allocation for the Terminal 4 TSA Project to the amount required by the Lessee, as so demonstrated, but in no event shall the amount of the Terminal 4 TSA Project TSA Funding be reduced below Fifty Five Million Dollars and No Cents ($55,000,000.00).

(b) In accordance with and pursuant to the provisions of Section 11 of this Agreement, and provided that the Cost of the Work, as hereinafter defined in Section 10, performed by the Lessee is in excess of Two Hundred Fifty Thousand Dollars and No Cents ($250,000.00) ("the Invoice Threshold Amount") during one or more months, the Lessee hereby agrees and acknowledges that it shall have the right to submit with respect to such Work, Invoices, as defined in subparagraph (a) of said Section 11, for each month (or combination of months) for which the Cost of the Work for such Work exceeds the Invoice Threshold Amount; *provided, however*, with respect to the last Invoice for the Work, the Invoice Threshold Amount shall not apply and the Lessee's last Invoice for the Work may be less than the Invoice Threshold Amount.

(c) When a portion of the Work for which the Lessee is submitting an Invoice has been completed, the Lessee shall deliver to the Port Authority an Invoice to such effect signed by an authorized representative of the Lessee and also signed by the Lessee's licensed architect or engineer certifying that each such portion of the Work has been performed substantially in accordance with the approved Tenant Alteration Application(s) for the Terminal 4 TSA Project, and the approved plans and specifications, data and materials forming a part thereof, and the design documents, all of which are a part of the Comprehensive Plan. Within

thirty (30) days after the Port Authority's receipt of an Invoice, each such portion of the Work will be inspected by the Port Authority and if the same has been completed as certified by the Lessee and the Lessee's licensed architect or engineer, as aforesaid, an invoice to such effect shall be delivered to the TSA by the Port Authority subject to the condition that, as between the Port Authority and the Lessee, all risks thereafter with respect to each such portion of the Work and any liability therefor for negligence or other reason shall be borne by the Lessee, as herein provided.

(d) When the final Invoice has been submitted by the Lessee, the Terminal 4 TSA Project shall be deemed complete only upon the successful completion of the TSA EDS systems test conducted by the TSA under Article VII of the MOA, and acceptance of the TSA in accordance therewith.

Section 7. Costs Eligible for Reimbursement

Without limiting Section 8 hereof or any other term or provision of this Agreement or of the Lease or the MOA, the Lessee hereby expressly acknowledges and agrees that:

(a) the total maximum of the Costs of the Work eligible for reimbursement to the Lessee under the MOA for federal funds is that amount equivalent to the Project Reimbursement Amount, as hereinafter defined, paid to the Port Authority by the TSA for Work accepted by the TSA pursuant to Articles IV and IX of the MOA, all of which shall be computed based on the eligibility of the project costs as set forth in Article IV of the MOA and Section 9 hereof; that the Project Reimbursement Amount includes the costs of acquisition, delivery and installation of a Checked Baggage Inspection System ("CBIS") in at the Premises and/or modifications to existing CBISs as well as the items listed in Article III (2) of the MOA that the TSA will not be responsible for under the MOA; the TSA has agreed to reimburse the Port Authority ninety percent (90%) of the actual allowable, allocable and reasonable Costs of the Work incurred by the Lessee in the performance and completion of the Work, including the cost of all necessary design, supervision and construction management associated therewith, (the "***Project Reimbursement Amount***") but such Project Reimbursement Amount shall not exceed the eligible cost of the TSA's Performance Guidelines and Design Standards, as reviewed and approved by the TSA; the determination of allowable and allocable costs will be made by the TSA in accordance with the Common Rule and 49 CFR Part 18, and the TSA will determine the costs that will be eligible for reimbursement in accordance with the Common Rule and 49 CFR Part 18; the TSA will reimburse the Port Authority on an actual expense basis supported by one or more invoices submitted by the Port Authority in accordance with the MOA; all costs in excess of the Project Reimbursement Amount, as well as any costs that do not comply with the Common Rule, shall not be borne by the TSA, unless otherwise agreed by the TSA in a modification to the MOA in accordance with Article XII of the MOA; and should the TSA contributions for the Terminal 4 TSA Project represent more than the Project Reimbursement Amount, the Port Authority will refund TSA the difference to achieve the Project Reimbursement Amount. To the extent such amount, or portion of such amount, in excess of

the Project Reimbursement Amount has been remitted to the Lessee by the Port Authority, the Lessee shall have the obligation to refund such difference to the Port Authority;

(b) the TSA will provide maintenance, repair, and refurbishment of EDS and Explosives Trace Detection ("ETD") equipment throughout its life cycle at no cost to the Port Authority or the Lessee; that to the extent that equipment can no longer be used at the end of its life cycle, the TSA will provide for the removal and disposition of the equipment at no cost to the Port Authority or the Lessee, subject to the availability of funds; the Lessee shall, subject to this Agreement and the Lease, have the obligation to provide full ingress and egress to the TSA and its contractors for the installation, operation, testing, maintenance, and repair of EDS and *ETD* equipment at all times during the term of the letting under the Lease;

(c) that except for the EDS and ETD security equipment owned by the TSA and separately provided for use at the Airport (the "***Security Equipment***"), the City of New York or the Port Authority, as applicable, shall own and have title to all personal property, improvements to real property, or other assets which are acquired under the MOA, subject to and in accordance with the provisions of the Lease, and that it shall be the responsibility of the Lessee, pursuant to and in accordance with the provisions of the Lease, as herein amended, to operate, maintain, and if it becomes necessary, replace, such property to support the efficient use of the Security Equipment;

(d) title to equipment that is not Security Equipment, such as ancillary equipment or infrastructure that was purchased or reimbursed using Federal funds, or installed by the TSA, or its agents or contractors at the TSA's expense, or by the Port Authority or its agents or contractors or the Lessee or its agents or contractors (including Delta or its agents or contractors), will vest in the City of New York or the Port Authority, as applicable, upon acceptance of the Terminal 4 TSA Project in accordance with Article VII of the MOA, and Section 6 of this Agreement, subject to and in accordance with the provisions of the Lease;

(e) except for the responsibilities of the TSA as outlined in Article V (A) of the MOA, the Terminal 4 TSA Project will be managed by the Lessee, who will oversee, perform and complete the Work, including, but not limited to, the responsibilities outlined in Article V(B) of the MOA as they relate to the Terminal 4 TSA Project, subject to the provisions of the MOA, the Lease and of this Agreement;

(f) the Lessee shall have the obligation to use its commercially reasonable efforts to have the Work completed within the prescribed costs and schedule contained in the MOA.

Section 8. Lessee's Obligations under the MOA

(a) Without limiting any term or provision hereof, it is expressly understood and agreed that certain obligations, duties, requirements, and responsibilities of the Port Authority recited, stated or otherwise described in Appendices B, C and D of the MOA (which are additional to the obligations, duties, requirements and responsibilities set forth in the

MOA) and, which relate solely to the Terminal 4 TSA Project, are obligations, duties, requirements and responsibilities of the Lessee hereunder solely as they relate to the Terminal 4 TSA Project (the "MOA Obligations"). The Lessee hereby agrees that it will perform the Work in compliance with the MOA Obligations and that the Lessee will not take any actions that could reasonably be expected to result in a breach of the MOA Obligations, or otherwise be found in noncompliance with the MOA Obligations. The Lessee further agrees that the MOU Obligations include, but are not limited to the following: the obligation to perform the obligations set forth in Article V(B) of the MOA; the obligation to refund to the Port Authority the amount of any and all payments required by the TSA to be refunded to the TSA by the Port Authority pursuant Article IX of the MOA; the obligation to comply with the audit and record-keeping provisions of Article X of the MOA; the obligation under Article VIII of the MOA to contact the TSA Contracting Officer immediately in the event the Lessee receives, or the Port Authority advises the Lessee that the Port Authority has received, any communication which it interprets as a direction to change the work addressed by the MOA, or to incur costs not covered by funding obligated at that time and to refrain from taking any action as a result of that communication as described in said Article VIII of the MOA; and the obligation pursuant to Article VIII A of the MOA to inform the TSA "Contracting Officer" (as named in the MOA) in the event the Contracting Officer Technical Representative (the "COTR" as defined in the MOA) takes any action which is interpreted by the Lessee, or which the Port Authority has advised the Lessee that the Port Authority has interpreted, as a change in scope or liability of the Port Authority or the TSA. The Lessee further acknowledges that Article XI of the MOA subjects the Port Authority and/or its designees to various federal procurement provisions. The Lessee hereby agrees that such federal procurement provisions shall constitute MOA Obligations to the extent the same relate solely to the Terminal 4 TSA Project.

(b) The foregoing references to specific sections or provisions of the MOA shall not limit, or be construed as limiting, the obligations, duties, responsibilities and liabilities of the Lessee under this Agreement or the Lease.

(c) The Port Authority hereby agrees that it shall not amend, supplement or otherwise modify the MOA in any manner which could reasonably be expected to materially, adversely impact the Terminal 4 TSA Project or to increase the Lessee's obligations under this Agreement in respect of the MOA without providing the Lessee with: (i) reasonable written notice thereof, and (ii) the opportunity to consult with the Port Authority in advance of any such final action regarding the amendment, supplement or other modification of the MOA. Notwithstanding the foregoing, amendments to the MOA that only affect JFK TSA Projects other than the Terminal 4 TSA Project are not covered by this provision. All final determinations as to such amendment, supplement or other modification shall be made solely by the Port Authority without the consent or approval of the Lessee.

(d) The Port Authority and the Lessee hereby agree to cooperate fully to effectuate the Lessee's compliance with the MOA Obligations.

Section 9. Allowable Costs

As used herein the term "***Allowable Costs***" shall mean the sum of all Project Costs, as defined in Article IV of the MOA, allowable for reimbursement by the TSA under the MOA, (which Allowable Costs, will be determined by the TSA in accordance with the provisions of Article IV (D) of the MOA) and shall include those costs set forth in sub-paragraphs (a) through (c) below.

(a) Engineering costs (to include design, specifications, bid documents and contract documents) and construction supervision costs (to include project management) and Port Authority Letter of Intent Administration Costs (hereinafter collectively "Project Soft Costs") and which shall not exceed 16% of the Project Costs, unless the TSA increases such ceiling for reimbursement of all Project Soft Costs, in which case, the Project Soft Costs shall not exceed such increased ceiling of the Project Soft Costs;

(b) Design costs incurred on or after October 1, 2007;

(c) EDS in-line checked baggage construction costs, which include, but shall not be limited to:

(i) demolition (infrastructure or baggage system related, including demolition of the existing system)

(ii) Baggage Handling System ("BHS") infrastructure upgrades, platforms, catwalks located within the EDS screening matrix area;

(iii) BHS: that portion located within the EDS screening matrix area, including redesign and upgrading of conveyors to support the integration of the screening matrix only;

(iv) on-screen resolution ("OSR") Room, Checked Baggage Resolution Area ("CBRA");

(v) acoustical treatment in OSR and CBRA;

(vi) electrical infrastructure (cabling, control panels) and basic lighting fixtures for the CBIS, CBRA, and OSR:

(vii) telephone systems/pager systems for the TSA, CBRA and OSR only; and

(viii) heating, ventilation, air conditioning (HVAC) environmental requirements for CBIS, OSR Room, CBRA and EDS Network equipment room.

(d) Project costs not considered reimbursable under the MOA include:

(i) employee break rooms, administrative office space and restrooms;

(ii) aesthetic architecture enhancements;

(iii) maintenance, repair parts or spare parts for Airport Terminal improvements include the baggage handling conveyor components installed under the Terminal 4 TSA Project;

(iv) extended warranties beyond one (1) year;

(v) maintenance of baggage conveyor system;

(vi) profit or corporate G&A costs to the PANYNJ.

(viii) costs incurred by the PANYNJ and/or designee, its contractors or agents to perform work not allocable with the TSA approved design or TSA's Planning Guidelines and Design Standards for CBIS.

Notwithstanding anything contained in paragraph (d) above or elsewhere in this Agreement to the contrary, the Port Authority shall not agree with the TSA or another party that costs which are not Allowable Costs hereunder (or costs similar to those listed in the aforesaid paragraph (d), are reimbursable to a party with whom the Port Authority may enter into an agreement for the performance of the work related to any portion of the EWR TSA Project, the JFK TSA Project, or the LGA TSA Project, unless the Port Authority also agrees, at such time, to allow for such costs to be reimbursable to the Lessee under the terms of this Agreement, in which case such costs shall be considered Allowable Costs under this Agreement and deleted from paragraph (d). Further, if the Port Authority and the TSA agree that additional costs not listed in paragraphs 9(a)-(c), above, are Allowable Costs, then such costs shall be reimbursable to the Lessee and considered "Allowable Costs" under this Agreement.

Section 10. Lessee Responsibility For Cost of the Work

It is specifically understood and agreed that notwithstanding anything to the contrary herein, all costs and expenses of the Work (the "***Cost of the Work***") shall be borne fully and solely by the Lessee without reimbursement or payment by the Port Authority except to the extent federal funds have been paid to the Port Authority by the TSA and except to the extent properly includable in the Cost of the Work, and also subject to the limitations set forth in this Agreement, including, but not limited to Section 11 hereof, and Articles IV and IX of the MOA.

Section 11. Reimbursement Procedure

Except as hereinafter provided in paragraph (f) of this Section, if, and only if, and to the extent the Port Authority receives payment from the TSA for the Work, or a portion or portions thereof, pursuant to Article IX of the MOA, the Port Authority shall reimburse the Lessee for the

Cost of the Work for the applicable portion of the Work from the federal funds paid by TSA to the Port Authority pursuant to the MOA in accordance with the following:

(a) After completion of each portion of the Work for which the Lessee is seeking reimbursement in excess of the Threshold Invoice Amount, the Lessee shall deliver to the Port Authority an invoice with respect to each such portion of the Work, (each such invoice being hereinafter referred to as the "***Invoice***") and each such Invoice shall (i) be signed by a responsible fiscal officer of the Lessee; (ii) be sworn to before a notary public and; (iii) set forth a representation by the Lessee that the Lessee will apply the reimbursement payment made by the Port Authority from the federal funds received by the Port Authority from the TSA only to the Cost of the Work applicable to that portion of the Work, and for no other purpose or purposes whatsoever; and (iv) contain and have attached thereto all of the invoices and other documentation and items required to be attached thereto as described in this Section 11, and under Article IX of the MOA. The form of the Invoice shall be subject to the approval of both the Port Authority and the TSA. In the event the TSA provides an application form, such form will be provided to the Lessee. In addition, and without limiting any other requirements of this Section 11, each Invoice shall also,

(i) contain the Lessee's certification as to each of the amounts, payments and expenses and costs contained therein and that the same constitute the final statement of the Cost of the Work with respect to the portion of the Work covered by such Invoice in accordance with and as described and defined in Section 5 above;

(ii) also have attached thereto reproduction copies or duplicate originals of the invoices of the independent contractors of the Lessee (including Delta and/ or its contractors) for the Cost of the Work that has been incurred and paid by the Lessee and/or Delta, and for such invoices an acknowledgment by the said independent contractors of the receipt by them of such amounts and payments, and such invoices shall also conform with all of the requirements set forth in Article IX of the MOA;

(iii) contain the Lessee's certification that the Work or portion of the Work for which payment is requested has been accomplished and that the amounts requested have been paid to the Lessee's (and/or Delta's) contractors, and, subject to the concurrence of the Port Authority, that said work is in place and has a value of not less than the amount(s) requested to be paid to the Lessee by the Port Authority;

(iv) set forth the total cumulative payments made by the Lessee (and/or Delta) in connection with the Work as aforesaid from the commencement of the Work to the date of the Invoice;

(v) set forth by itemization and reference to each contract, and cumulatively the amounts of retainage, if any, with respect to the Work, with specific identification as to the applicable contract;

(vi) contain the Lessee's certification that the entire amount of the Cost of the Work for the portion of the Work covered by such Invoice has been paid by the Lessee (or by Delta); that there are no outstanding liens, mortgages, conditional bills of sale, or other encumbrances of any kind with respect to the Work, except as otherwise permitted under the Lease); and that to Lessee's knowledge there are no unpaid claims of any kind whatsoever with respect thereto, except any unpaid claims being contested by the Lessee or its contractors (including Delta's contractors) in good faith and by appropriate proceedings.

(vii) contain a certification by the Lessee that the portion of the Work covered by the Invoice has been performed and completed strictly in accordance with the terms of this Agreement, the Lease, the applicable Tenant Alteration Applications and the MOA;

(viii) 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 Work or portion of the Work, as applicable;

(ix) 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 Lessee or any contractor, architect, engineer or other consultant of the Lessee (and/ or of Delta) with respect to the Work;

(x) also contain such further information and documentation with respect to the Cost of the Work, as the TSA at any time and from time to time may require;

(xi) have attached thereto true copies of all documents produced for the design and construction of the Work and each and every portion thereof, including, without limitation, drawings and specifications ;

(xii) only as it relates to Lessee's last and final Invoice for the Work, contain the Lessee's certification that the portion of the Work covered by the Invoice, together with the portions of the Work previously covered by all previous Invoices, have been successfully completed and accepted by the TSA pursuant to Article VII of the MOA, as applicable, and Section 6 of this Agreement and has been installed in accordance with the TSA's Checked Baggage Inspection System Performance Criteria and technical specifications for the EDS baggage screening equipment;

(xiii) contain the Lessee's certification that the Invoice conforms with the Common Rule and 49 CFR Part 18; and

(xiv) contain the Lessee's certification and warranty that the Invoice is complete and proper for delivery by the Port Authority to TSA for purposes of payment by TSA to the Port Authority of federal funds under Article IX of the MOA, and that the Invoice is in accordance with all of the requirements and provisions of the MOA and all applicable governmental regulations.

(xv) have attached thereto a duplicate set of "as built" drawings for the entire work, in accordance with Section 4 above, when the portion of the Work covered by the final Invoice submitted by the Lessee has been successfully completed and the Terminal 4 TSA Project has been accepted by the TSA and the Port Authority pursuant to Article VII of the MOA and this Agreement, including, but not limited to Section 10, above.

(b) In addition to and without limiting the foregoing, and in addition to any and all other information required to be submitted pursuant to Sections 18 of the Lease, amended by Supplement No. 5 of the Lease, the Lessee shall immediately furnish to the Port Authority information concerning budget, costs, costs estimates, timing and scheduling of construction of the Work and each portion of the Work (and any other information concerning the Work or any Invoice given in respect thereof), as may be reasonably requested by the Port Authority at any time and from time to time with respect to the Cost of the Work, including, but not limited to, the following:

(i) Reports of the construction manager hired by the Lessee (and/or Delta) and reports of the Lessee's or Delta's architect, which reports must contain reports as to activity conducted in connection with the Work on a continuing basis from the commencement of the Work to the date of submission;

(ii) A certification signed by the Lessee's (and/ or Delta's) licensed architects or licensed professional engineers that each portion of the Work is in compliance with the plans and specifications therefor as approved by the TSA and the Port Authority;

(iii) Accurate, readable and complete copies of all change estimates, change orders, extra work authorizations, design change authorizations, and purchase orders in connection with the Work,

(iv) True copies of any and all reports and schedules of any type submitted or kept, or required to be submitted or kept, by the Lessee or any contractor, architect, engineer or other consultant of the Lessee; and

(v) True copies of any and all of the items described in and required under this subparagraph (b).

(c) (i) Within thirty (30) days after the delivery by the Lessee to the Port Authority of a duly and properly submitted Invoice, provided that such Invoice is complete and proper in form and content for submission to TSA in accordance with Article IX of the MOA, the Port Authority will use commercially reasonable efforts to submit the Invoice to TSA, accompanied by the appropriate Port Authority invoices based on the Invoice pursuant to the MOA, and with respect to the final Invoice, together with the "as built" drawings and documentation to be provided by the Lessee. In the event the Port Authority determines that the Invoice is not in form and content complete or proper for delivery to TSA, the Port Authority

shall promptly so notify the Lessee. The Port Authority covenants and agrees that each Invoice submitted to the Port Authority by the Lessee in connection with the Terminal 4 TSA Project, shall not be combined with any other requests for reimbursement in respect of any other JFK TSA Project, any EWR TSA Project or any LGA TSA Project.

(ii) Within thirty (30) days after the Port Authority has received payment from TSA of federal funds for the portion of the Work covered by an Invoice pursuant to Article IX of the MOA, the Port Authority will make payment to the Lessee of the amounts paid by the Lessee for the Cost of the Work as certified in, and for the portion of the Work covered by, such Invoice, subject to the limitations stated in Article IX of the MOA including, but not limited to the retainage by the TSA of Ten Percent (10%) of each Invoice submitted by the Lessee until the baggage screening system has successfully passed the TSA EDS systems test and defects, if any, have been corrected, as set forth in Article VII of the MOA, and including, but not limited to, the limitations and conditions set forth in subparagraphs (a) through (c) above, in this subparagraph (d), and subparagraphs (e) and (f) below (each such amount for each portion of the Work for which an Invoice is submitted, the "***Reimbursement Amount***"). It is understood that in the event the Port Authority receives any notice or instruction from the TSA directing against all or a portion of a payment to the Lessee, the Port Authority shall not make all or a portion, as applicable, of such payment to the Lessee, of the Cost of the Work. For the avoidance of doubt, only the TSA shall withhold retainage in respect of the Invoices; provided, however, nothing contained herein shall preclude the Lessee (and/or Delta) from withholding retainage from its respective contractor(s).

(iii) It is hereby agreed and understood that in paying the Reimbursement Amount the Port Authority shall be relying on the truth and accuracy of each of the Invoices and the Lessee's certifications and representations therein. No such payment by the Port Authority of the Reimbursement Amount shall constitute any waiver of claims or release by the Port Authority against the Lessee (and/ or Delta) or any of their 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.

(d) (i) Notwithstanding anything to the contrary contained herein, in the event the Lessee shall be in default under any term or provision of this Agreement with respect to the Terminal 4 TSA Project, the Port Authority shall have the right, in its discretion, which shall not be exercised in an arbitrary or capricious manner, to withhold payment to the Lessee until such default is fully cured to the satisfaction of the Port Authority, unless such withholding is prohibited by federal law or by the TSA, in which case the Port Authority shall not exercise such right to withhold; *provided, that*, if the amount to be withheld is associated with the default, such amount shall be based on a good faith estimate by the Port Authority of its exposure resulting from such default; and *provided, further*, that no payment or withholding of a payment shall be or be deemed to have waived any rights of the Port Authority with respect to the termination of the Lease or to a default by the Lessee under any term or provision thereof or to the withholding or payment of future payments.

(ii) In addition to and without limiting the foregoing provisions and without limiting or impairing or waiving any other right or remedy of the Port Authority under this Agreement or the Lease, or otherwise, the Port Authority shall have the right, in its discretion, which shall not be exercised in an arbitrary or capricious manner, to withhold from the Reimbursement Amount the amounts of any or all items contained in the Invoice in any one or more of the following events or upon any of the following bases relating to the Work (it being agreed, however, that the amount of any such withholding shall be estimated in good faith by the Port Authority to be the exposure to the Port Authority associated with such item or items and that any amount withheld shall be released to the Lessee when such item or items have been resolved to the satisfaction of the Port Authority, which determination shall not be exercised in an arbitrary or capricious manner), and the Port Authority shall notify the Lessee of the same and the basis therefor:

(1) Any contractor or other person included or covered by the Invoice is in default or under a notice of termination with respect to its contract or agreement, or has not complied with all of the applicable terms or provision of its contract or agreement;

(2) The Invoice, or any of the certifications and documentation and other items required to be contained therein, attached thereto or submitted therewith is not in accord with the terms of this Agreement, the Lease, or the applicable contract, or is not complete or is otherwise improper or inadequate, or the same fails to include or omits required items;

(3) Inadequate or defective work or work not in accordance with this Agreement, the Lease or the approved Tenant Alteration Applications or the approved plans and specifications, or materials and equipment are not properly stored or protected;

(4) Claims related to the Work made by the Port Authority, the TSA, the Government of the United States of America or a *qui tam* person (as defined in Section 16 (a)(2)(i) of this Agreement) against a contractor included in such Invoice which are outstanding;

(5) Failure of the Lessee to make payments to the contractor in connection with the Work;

(6) Work not performed but which was included in the Invoice;

(7) Any notice, claim or allegation made by any governmental authority of violation or non-compliance by the Lessee of any Environmental Requirements with respect to the Work or any portion thereof;

(8) Materials or supplies delivered to the Premises but not incorporated in the realty; and

(9) Any contents of the Certificate not substantiated by any Port Authority inspection or audit (but the Port Authority shall have no obligation to conduct any such inspection or audit).

(e) The entire obligation of the Port Authority under this Agreement to reimburse the Lessee for the Cost of the Work is conditioned upon the prior payment to the Port Authority by TSA pursuant to Article IX of the MOA of the Cost of the Work or portion of the Work to be reimbursed, and shall be limited in amount to the actual amount received by the Port Authority from the TSA under Article IV of the MOA; and the aggregate Reimbursement Amount paid to the Lessee for the Work and all portions of the Work shall not in any event exceed the Project Reimbursement Amount. The obligation of the Port Authority to pay each Reimbursement Amount and the Project Reimbursement Amount to the Lessee is also expressly conditioned on the authorization by the Lessee, hereby given, to the Port Authority for the submission by the Port Authority to the TSA of each Invoice for purposes of payment by the TSA of federal funds for the Cost of the Work and as to each portion of the Work, and on the warranty by the Lessee to the Port Authority that each such Invoice is proper and complete for such purposes. Notwithstanding anything to the contrary contained in this Agreement, other than with respect to the terms and conditions set forth in this Section 11, the Port Authority shall not have any responsibility or liability to the Lessee or any other person, and the Lessee shall not have any claim against the Port Authority for any cost or expense of or relating to the Work, or any part thereof, or for any failure or refusal of the TSA to make payment for the Work or any part thereof, or any failure of the TSA to perform or complete the Terminal 4 TSA Project or any portion thereof. The Port Authority and the Lessee agree to work in good faith in the performance of their respective obligations under this Supplemental Agreement.

(f) Without in any way limiting the foregoing, the Port Authority shall work cooperatively with the Lessee in connection with the payment by the TSA of the Reimbursement Amounts. Further, the Port Authority shall not agree to an amendment to the MOA that would materially, adversely affect the Work or the TSA's reimbursement obligation, as it relates to the Work.

Section 12. Termination of the MOA

(a) Prior to exercising its right of termination under Article XV of the MOA, the Port Authority hereby agrees that it shall resolve all disputes affecting the Lessee's right to receive payments for the Terminal 4 TSA Project with the TSA pursuant to the dispute resolution provision set forth in Article XIV of the MOA. If a dispute between the TSA and the Port Authority cannot be resolved through such negotiations, the Port Authority shall, immediately upon conclusion of such negotiations, submit the dispute to the Office of Dispute Resolution for Acquisition ("ODRA"). Following the final decision by ODRA, and, if the Lessee so requests, the Port Authority shall submit such final agency action to judicial review in accordance with 49 U.S.C. 46110. The Lessee hereby agrees to pay the Port Authority's reasonable out-of pocket expenses for such judicial review, including the reasonable costs for the Port Authority's attorneys and outside counsel, as appropriate. The Port Authority shall not terminate the MOA during the pendency of the proceedings described in this subparagraph. In the event, upon the conclusion of such proceedings, the Port Authority shall elect to terminate the MOA, pursuant to

Article XV of the MOA, the Port Authority shall provide the Lessee no less than ninety (90) days' prior written notice of its intent to terminate the MOA for cause.

(b) Without limiting the other provisions of this Section, if the MOA is terminated for any reason prior to the completion of the Terminal 4 TSA Project, or the Lessee and the Port Authority, together, reasonably expect that sufficient federal funding would not be available for completion of the Terminal 4 TSA Project, then at the Lessee's option, the Lessee may cease the performance of the Work, or proceed with the Work at Lessee's sole risk, cost and expense. In the event that the Lessee elects to cease the performance of the Work, the Lessee shall take such steps in winding down the Work as may be required by the MOA, to ensure that the Work already in place, as well as any areas affected by such Work, shall not be left in a condition unsafe so that there is possibility of injury or damage to life or property. If the Lessee chooses to proceed with the Work, as provided above, it shall notify the TSA of its intention to do so, and seek the TSA's approval, if so required, to proceed with the Work. In such case, unless otherwise directed by the TSA, the Lessee shall continue to perform the Work in accordance with the requirements set forth herein as well as with the terms and conditions of the MOA The Port Authority shall have no further responsibilities to the Lessee in connection with the payment by the TSA of Reimbursement Amounts to the Lessee, if any, or otherwise.

(c) The foregoing provisions with respect to submissions by the Port Authority to the TSA shall extend and apply only to Invoices submitted to the Port Authority by the Lessee prior to any termination of the Lease.

Section 13. Port Authority Right to Audit

(a) In addition to and without limiting any other right or remedy of the Port Authority or of TSA under this Agreement, the Lease, the MOA or otherwise, 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 each Invoice called for in Section 11 hereof, the books and records and other data of the Lessee relating to the Cost of the Work, as aforesaid, or any portion thereof, and any and all invoices covering or relating to the Work, in accordance with the terms of Section 18A (p) of the Lease, as amended by Supplement No. 5, covering the Work or any portion thereof or any invoice or invoices with respect thereto; it being specifically understood that the Port Authority shall not be bound by any prior audit or inspection conducted by it or the TSA. The Lessee shall not be required to maintain any such books, records and other data for more than seven (7) years after it has delivered the Invoice called for under Section 11 (c); unless they are material to litigation initiated within that time, in which event they shall be preserved until the final determination of the controversy.

(b) If the Lessee has included in any portion of the Cost of the Work any item as having been incurred, but which in the opinion of the Port Authority, which opinion shall not be exercised in a capricious or arbitrary manner, (i) was not so incurred, or (ii) if so incurred is not an item properly chargeable to such element of cost under sound accounting practice or to the Cost of the Work, or does not represent an appropriate division of the costs of a particular contract which are required to be designated according to time of performance or delivery, and

the parties have been unable to resolve their differences within ninety (90) days after Port Authority gave its notice objecting to the same, the Port Authority's decision as to the nature of the item of construction cost shall be final. Without in any way limiting the Port Authority's right to make the final determination with respect to those items described in paragraph (b) (ii) of this Section, the Port Authority shall consult with the TSA prior to making such final determination. The Port Authority hereby agrees that it shall not act in an arbitrary or capricious manner when rendering its final decision with respect to such unresolved differences.

(c) In the event that a Port Authority audit shall disclose that amounts paid by the Port Authority to the Lessee exceed the Cost of the Work, or are otherwise improper or not in accord with the MOA or this Agreement, based upon certificates or otherwise, then, the Lessee shall pay to the Port Authority an amount equal to the excess amount paid by the Port Authority to the Lessee upon thirty (30) days' notice from the Port Authority. In the event that an audit by the TSA or any agency of the Government of the United States of America, shall disclose that amounts paid by the Port Authority to the Lessee exceed the Cost of the Work, or are otherwise improper or not in accord with the MOA or this Agreement, based upon certificates or otherwise, then, the Lessee shall pay to the Port Authority an amount equal to the excess amount paid by the Port Authority to the Lessee no later than ten (10) days prior to the date upon which such amount is due from the Port Authority to the TSA; and from and after the date of such payment to the Port Authority the Reimbursement Amount shall be reduced by the amount of such payment. In the event the Lessee shall fail to make such payment to the Port Authority no later than ten (10) days prior to the date upon which such amount is due from the Port Authority to the TSA, the Port Authority shall pay such amount to the TSA and thereafter, upon thirty (30) days' notice from the Port Authority to the Lessee, the Lessee shall reimburse to the Port Authority a sum equivalent to One Hundred Ten Percent (110%) of the amount paid by the Port Authority to the TSA. The foregoing shall not be or be deemed to be any limitation, impairment or waiver of any other right or remedy of the Port Authority under this Agreement, the Lease, the MOA or otherwise.

(d) Following any demand by the TSA or any agency of the Government of the United States of America, for payment by the Port Authority to the TSA, pursuant to subparagraph (c) above, the Lessee may request that the Port Authority seek to raise and resolve all disputes with the TSA, arising out of the Lessee's obligation to make the above-described payment, pursuant to the dispute resolution provisions set forth in Article XIV of the MOA. If the Port Authority so elects, which election shall be made in the sole discretion of the Port Authority, such discretion not be exercised in an arbitrary or capricious manner, the Port Authority shall commence such informal negotiations with the TSA Contracting Officer. If a dispute between the TSA and the Port Authority cannot be resolved through such negotiations, the Port Authority shall immediately upon conclusion of such negotiations, submit the dispute to the Office of Dispute Resolution for Acquisition ("ODRA"). Following the final decision by ODRA, and, if the Lessee so requests, the Port Authority may, in its sole discretion, such discretion not to be exercised in an arbitrary or capricious manner, seek judicial review of such final agency action in accordance with 49.U.S.C. 46110. The Lessee hereby agrees to pay the Port Authority's reasonable out-of-pocket expenses for such judicial review, including the reasonable costs for the Port Authority's attorneys and outside counsel, as appropriate *provided, however*, that the Port Authority shall reimburse to the Lessee any such out-of-pocket expenses

that are reimbursed or otherwise paid to the Port Authority by the TSA or any agency of the Government of the United States of America.

(e) Neither the additional Ten Percent (10%) paid by the Lessee in excess of the amount demanded by the TSA and paid by the Port Authority pursuant to subparagraph (c) above, nor the payment by the Lessee to the Port Authority for the Port Authority's reasonable out-of-pocket expenses incurred in seeking judicial review, as provided in subparagraph (d) above, shall constitute Permitted O&M Expenses, as the same is defined in Exhibit 8.1A annexed to Supplement No. 5 to the Lease.

Section 14. Environmental Requirements.

Performance by the Lessee of the Work and use by the Lessee of the EDS, the ETD and the CBIS shall be subject to the terms and conditions of this Supplemental Agreement and the Lease, and without limiting the foregoing, in conformance with all Environmental Requirements, as defined in Supplement No. 5 of the Lease.

Section 15. Labor Harmony

In the performance of the Work the Lessee shall not employ any contractor nor shall the Lessee or any of its contractors employ any persons or use or have any equipment or materials or allow any condition to exist if any such shall or, in the opinion of the Port Authority, may cause or be conducive to any labor troubles at the Airport which interfere, or in the opinion of the Port Authority are likely to interfere with the operations of others at the Airport or with the progress of other construction work thereat. The determinations of the Port Authority shall be conclusive to the Lessee. Upon notice from the Port Authority, the Lessee shall immediately remove such contractor or withdraw or cause its contractors to withdraw from the Airport, the persons, equipment or materials specified in the notice and replace them with unobjectionable contractors, persons, equipment and materials and the Lessee shall or shall cause its contractor to immediately rectify any condition specified in the notice.

Section 16. Demands by the TSA of the Government of the United States

(a) (1) (i) The Lessee hereby acknowledges and agrees that if any failure of the Lessee to comply with the terms, conditions and provisions of this Agreement and its attachments results in a demand being made by the TSA or the Government of the United States of America arising out of or relating to the MOA or the Terminal 4 TSA Project, or claims made in connection therewith, for the Port Authority to make a payment to the TSA or the Government of the United States of America, as applicable, and if the Lessee thereafter fails, no later than ten (10) days prior to the date upon which such amount is due from the Port Authority to the TSA, to make payment to the Port Authority of the amount so demanded from the Port Authority by the TSA or the Government of the United States of America (except to the extent any such demand is retracted by the TSA or the Government of the United States, as applicable, within such period, then upon such failure, the Port Authority shall pay such amount to the

TSA, and thereafter, upon thirty (30) days' notice to the Lessee from the Port Authority, the Lessee shall reimburse the Port Authority in an amount equivalent to One Hundred Ten Percent (110%) of the amount paid by the Port Authority to the TSA.

(ii) Following any demand by the TSA or the Government of the United States of America, for payment by the Port Authority, pursuant to sub-paragraph (a)(1)(i) above, the Lessee may request that the Port Authority seek to raise and resolve all disputes with the TSA, arising out of the Lessee's obligation to make of the above-described payment, pursuant to the dispute resolutions provision set forth in Article XIV of the MOA. If the MOA permits, and the Port Authority so elects, which election shall be made in the sole discretion of the Port Authority, such discretion not to be exercised in an arbitrary or capricious manner, the Port Authority shall commence such informal negotiations with the TSA Contracting Officer. If a dispute between the TSA and the Port Authority cannot be resolved through such negotiations, the Port Authority shall immediately upon conclusion of such negotiations, submit the dispute to the Office of Dispute Resolution for Acquisition ("ODRA"). Following the final decision by ODRA, and, if the Lessee so requests, the Port Authority may, in its sole discretion, such discretion not to be exercised in an arbitrary or capricious manner, seek judicial review of such final agency action in accordance with 49 U.S.C. 46110. The Lessee hereby agrees to pay the Port Authority's reasonable out-of-pocket expenses for such judicial review, including the reasonable costs for the Port Authority's attorneys and outside counsel, as appropriate, *provided, however*, that the Port Authority shall reimburse to the Lessee any such out-of-pocket expenses that are reimbursed or otherwise paid to the Port Authority by the TSA or any agency of the Government of the United States of America.

(2) (i) For the purposes of this Section and Section 11(e)(ii)(4) of this Agreement, the term "*qui tam* person" shall mean and include each "person" as described in 31 U.S.C.§ 3730 (b)(1) who may assert a claim or demand under and pursuant to the provisions of the Federal False Claims Act (31 U.S.C. §3729), or any successor or similar statute.

(ii) The Lessee hereby acknowledges and agrees that if any failure of the Lessee to comply with the terms, conditions and provisions of this Agreement and its attachments results in a demand being made by any *qui tam* person arising out of or relating to the MOA or the Terminal 4 TSA Project, or claims made in connection therewith, for the Port Authority to make a payment to any *qui tam* person, and if the Lessee thereafter fails, within ten (10) days after the Lessee's receipt of written notice from the Port Authority advising the Lessee of such demand made upon the Port Authority, to contest such demand through appropriate legal or other proceedings as determined by the Port Authority, subject to and in accordance with the provisions of subparagraphs (a)(2)(iii), (iv), (v) and (vi) of this Section (except to the extent that the Lessee satisfies such demand or portion thereof by making payment to the Port Authority in respect thereof within such ten (10 day period), and if the Lessee so contests such demand, the Lessee shall, within such ten (10) day period, either, at the election of the Port Authority (x) deposit into escrow (on terms approved, and with the escrow agent designated, by the Port Authority) the amount of such demand, or (y) cause to be delivered to the Port Authority a clean irrevocable letter of credit in the amount of such demand pursuant to the terms set forth in the

exhibit attached hereto and hereby made a part hereof as "Exhibit C," to be held by the Port Authority until the final adjudication, settlement or other resolution of such demand, and to pay the amount of such demand in accordance with such final adjudication, settlement or other resolution, then such failure shall constitute a material breach of the Lease, as herein amended, thus giving rise to all of the Port Authority's rights and remedies thereunder.

(iii) Except as set forth in sub-paragraph (a)(2)(v) of this Section, in the event the Lessee shall not have made payment to the Port Authority of the amount demanded from the Port Authority by any *qui tam* person, and elects to contest such a demand by a *qui tam* person in accordance with the provisions of sub-paragraph (a)(2)(ii) of this Section, the Lessee shall at its own cost and expense contest each and every such demand by a *qui tam* person with counsel reasonably satisfactory to the Port Authority, and in contesting such a demand by a *qui tam* person, the Lessee 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, provided, however, the Port Authority shall have the right at its election to either (x) participate in such contest or settlement with its own counsel and at its sole expense except as set forth in sub-paragraph (a)(2)(v) of this Section, but the Lessee shall have the control of the contest, judgment and settlement or (y) upon notice to the Lessee relieve the Lessee from the obligation to contest such demand by a *qui tam* person and itself contest such demand at its sole cost and expense except as set forth in sub-paragraph (a)(2)(iv) of this Section, and the settlement, judgment and satisfaction thereof shall be paid by the Lessee if the Lessee has consented to such settlement, judgment or satisfaction, which consent of the Lessee will not be unreasonably withheld.

(iv) In the event the Lessee shall not have made payment to the Port Authority of the amount demanded from the Port Authority by any *qui tam* person, and having elected to contest such a demand by a *qui tam* person in accordance with the provisions of sub-paragraph (a)(2)(ii) of this Section shall not have commenced to contest such a demand by a *qui tam* person (including without limitation any defense provided by the Lessee's insurer, contractor or subcontractor) within a reasonable time period after receipt by the Lessee of notice of such demand so as to allow the Port Authority the opportunity and sufficient time to contest such a demand in a timely manner, or if the Lessee, one of its contractors or subcontractors or its insurer shall not use a counsel that is reasonably satisfactory to the Port Authority in contesting such a demand, then upon notice to the Lessee the Port Authority may contest such demand at the sole cost and expense of the Lessee.

(v) In the event the Lessee shall not have made payment to the Port Authority of the amount demanded from the Port Authority by any *qui tam* person, and shall have elected to contest such a demand by a *qui tam* person in accordance with the provisions of sub-paragraph (a)(2)(ii) of this Section, the Port Authority and the Lessee will reasonably cooperate with each other in contesting such a demand by a *qui tam* person pursuant to the provisions set forth in sub-paragraph (a)(2) of this Section.

(vi) In the event that the Lessee (including any of its insurance carriers, contractors or subcontractors involved in contesting a demand by a *qui tam* person) has a conflict of interest with the Port Authority or a defense by the Lessee (including without limitation a defense by the Lessee's insurer, contractor or subcontractor) that adversely affects the interests of the Port Authority, then the Lessee shall provide or cause to be provided separate counsel approved by the Port Authority to contest such a demand.

(3) Any payments made to the Port Authority by the Lessee as contemplated by this Section 16(a) (or pursuant to the applicable provisions of Section 11 hereof) shall be paid over by the Port Authority to the TSA, the Government of the United States, or any *qui tam* person, as applicable, unless the Port Authority has previously paid said amount to the TSA, the Government of the United States, or any *qui tam* person, as applicable, in which case the Port Authority shall retain such payment (and if any rebates of any such payment are later made by the TSA, the Government of the United States of America, or any *qui tam* person to the Port Authority, then the amount of any such rebate shall be paid by the Port Authority to the Lessee, unless the Port Authority has previously paid said amount to the Lessee, in which case the Port Authority shall retain such rebate).

(b) (i) The Lessee hereby acknowledges and agrees that if any failure of the Lessee to comply with the terms, conditions and provisions of this Agreement and its attachments results in a demand being made by the TSA or the Government of the United States of America or any *qui tam* person arising out of or relating to the MOA or the Terminal 4 TSA Project, or claims made in connection thereto, for the Port Authority to perform an obligation arising out of the MOA, solely as it relates to the Terminal 4 TSA Project (other than a demand to make a payment covered by the provisions of subparagraph (a) of this Section 16), and if the Lessee thereafter fails, within ten (10) days after the Lessee's receipt of written notice from the Port Authority advising the Lessee of such demand made upon the Port Authority, to commence such performance of such demand (and thereafter to continue diligently to perform such demand until such demand is finally resolved), then the Port Authority shall have the right to commence such performance and the Lessee shall, upon demand by the Port Authority, reimburse the Port Authority for One Hundred and Ten Percent (110%) of the Port Authority's costs and expenses incurred in the performance of such demand.

(ii) Following any demand by the TSA or the Government of the United States of America, for payment by the Port Authority, pursuant to sub-paragraph (b)(i) above, the Lessee may request that the Port Authority seek to raise and resolve all disputes with the TSA, arising out of the Lessee's obligation to perform an obligation arising out of the MOA, as described in subparagraph (i) of this paragraph (b), pursuant to the dispute resolutions provision set forth in Article XIV of the MOA. If the MOA permits, and the Port Authority so elects, which election shall be made in the sole discretion of the Port Authority, such discretion not to be exercised in an arbitrary or capricious manner, the Port Authority shall commence such informal negotiations with the TSA Contracting Officer. If a dispute between the TSA and the Port Authority cannot be resolved through such negotiations, the Port Authority shall

immediately upon conclusion of such negotiations, submit the dispute to the Office of Dispute Resolution for Acquisition ("ODRA"). Following the final decision by ODRA, and, if the Lessee so requests, the Port Authority may, in its sole discretion, such discretion not to be exercised in an arbitrary or capricious manner, seek judicial review of such final agency action in accordance with 49 U.S.C. 46110. The Lessee hereby agrees to pay the Port Authority's reasonable out-of-pocket expenses for such judicial review, including the reasonable costs for the Port Authority's attorneys and outside counsel, as appropriate, *provided, however*, that the Port Authority shall reimburse to the Lessee any such out-of-pocket expenses that are reimbursed or otherwise paid to the Port Authority by the TSA or any agency of the Government of the United States of America.

(c) Neither the (i) additional Ten Percent (10%) (x) paid by the Lessee in excess of any amount demanded by the TSA or the Government of the United States and paid by the Port Authority to the TSA or the Government of the United States pursuant to sub-paragraph (a)(1)(i) hereof, or (y) paid to the Port Authority in excess of the Port Authority's costs and expenses so incurred by the Port Authority in the performance of a demand made by the TSA or the Government of the United States pursuant to paragraph (b) above, or the (ii) payment made by the Lessee to the Port Authority for the Port Authority's reasonable out-of-pocket expenses incurred in seeking judicial review, as provided in sub-paragraph (a)(1)(ii) or subparagraph (b)(ii) above, shall constitute Permitted O&M Expenses, as the same is defined in Exhibit 8.1A annexed to Supplement No. 5 to the Lease.

Section 17. No Effect on Other Obligations

Nothing contained in this Agreement, nor any termination of this Agreement, shall release or relieve the Lessee from any of its duties, responsibilities or obligations under the Lease and neither the foregoing nor anything in this Agreement shall be deemed to limit, diminish, waive or impair the rights and remedies of the Port Authority, and the Port Authority shall have all rights and remedies, legal, equitable and otherwise, with respect to the Lease and lease matters covered by this Agreement, *provided, however*, and notwithstanding anything contained herein or in the Lease to the contrary, without limiting Lessee's obligation to perform the Work as provided herein, any failure of the Lessee to perform the Work as provided herein or to comply with the terms of this Agreement with respect to the Work shall in no event be a breach of or under the Lease.

Section 18. Amendment to Section 1 of the Lease

Section 1 of the Lease, entitled "Definitions", is hereby supplemented and amended to add in the appropriate alphabetical locations of such Section 1 each of the capitalized terms which are specifically defined in this Agreement and the corresponding definition of each such term.

Section 19. Effect of Amendments

Except as hereby amended, all of the terms, covenants, provisions, conditions and agreements of the Lease shall be and remain in full force and effect.

Section 20. No Broker

Each party represents and warrants to the other that no broker has been concerned in the negotiation of this Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. Each party shall indemnify and save harmless the other party of and from any and all claims for commissions or brokerage made by any and all persons, firms or corporations whatsoever for services provided to or on behalf of the indemnifying party in connection with the negotiation and execution of this Agreement.

Section 21. No Personal Liability

No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Lessee or held contractually liable under any term or provision of this Agreement or because of its execution or alleged or attempted breach thereof.

Section 22. Construction and Application of Terms

(a) The Section 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) Unless otherwise expressly specified, 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 the Agreement stated, shall have the same force and effect as if herein set forth in full.

(c) If any clause, provision or section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions hereof.

(d) The fact that certain of the terms and provisions hereunder are expressly stated to survive the expiration or termination of the letting hereunder shall not mean that those provisions hereunder which are not expressly stated to survive shall terminate or expire on the expiration or termination of the letting hereunder and do not survive such termination or expiration.

(e) Except as otherwise provided in the Lease, nothing contained herein shall be deemed or construed to be an undertaking or covenant for the benefit of any third party.

(f) The parties agree that any rule of construction to the effect that any

ambiguities are to be resolved against the drafting party shall not be applicable to the interpretation of this agreement or any amendments, addenda or supplements hereto or any Exhibits hereto.

(g) This Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be governed by the laws of the State of New York, without reference to the conflicts of law provision thereof.

Section 23. Entire Agreement

This Agreement 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 Lessee and the Port Authority. It is expressly agreed that any and all prior correspondence between or among the parties, or any of them, covering the Work shall be deemed superseded by this Agreement except that all written requirements of the Port Authority given in connection therewith prior to the execution of this Agreement shall continue in full force and effect. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in this Agreement.

Section 24. Execution in Counterpart

This Agreement may be executed in any number of counterparts, but not facsimile counterparts, each of which shall constitute an original agreement, and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the date above written.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: DAVID KAGAN

Title: Assistant Director

ATTEST:

Secretary

JFK INTERNATIONAL AIR TERMINAL LLC

By:_____

Title:_____

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

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the date above written.

ATTEST:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

_____

Secretary

By:_____

Title:_____

~~ATTEST~~: WITNESS:

JFK INTERNATIONAL AIR TERMINAL LLC

Attorney

By: Michael E. Sabilo

Title: CFO

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

EXHIBIT A

Copy of MOA

MEMORANDUM OF AGREEMENT

BETWEEN

UNITED STATES
DEPARTMENT OF HOMELAND SECURITY
TRANSPORTATION SECURITY ADMINISTRATION

AND

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

RELATING TO

BAGGAGE SCREENING PROJECTS FOR
John F. Kennedy International Airport (JFK)

Negotiated by the TSA pursuant to
Section 44923 of title 49, United States Code, as amended, and Division E, Department of Homeland Security Appropriations Act, 2008 of Public Law 110-161, the Consolidated Appropriations Act, 2008

HSTS04-08-H-CT1236

ARTICLE I – PARTIES

The parties to this Memorandum of Agreement (hereinafter "Agreement" or "MOA") are the United States Department of Homeland Security, acting through the Transportation Security Administration ("TSA"), and The Port Authority of New York and New Jersey ("PANYNJ").

ARTICLE II – LEGAL AUTHORITY

This Agreement is entered into under the authority of section 44923 of title 49, United States Code, as amended, and Division E, Department of Homeland Security Appropriations Act, 2008 of Public Law 110-161, the Consolidated Appropriations Act, 2008.

ARTICLE III – PURPOSE AND PROJECT SCOPE

The purpose of this Agreement is to set forth the terms and conditions, as well as establish the respective cost-sharing obligations and other responsibilities of the TSA and the PANYNJ with respect to the performance of the engineering, design, and integration of baggage Explosive Detection Systems ("EDS") Projects and baggage screening system improvements at the John F. Kennedy International Airport (the "JFK" or "Airport).The objective of the Project is to enhance baggage screening throughput and capabilities at the Airport.

The scope of the Project (the "Project") is:

1. the construction and installation of a Checked Baggage Inspection System ("CBIS") and/or modifications of or to existing CBISs for each Airport Terminal identified below; and

2. the installation of baggage conveyor components, architectural, structural, mechanical, electrical, and telecommunications infrastructure, and a baggage screening matrix (as applicable)

to support the TSA's installation of EDS machines, Explosive Trace Detection ("ETD") resolution area; remote multiplexed On Screen Resolution Room ("OSR")/control room (as applicable); and the installation of hardware and software for use with an in-line EDS application if needed. The Project Area is that area from the baggage insertion point into the EDS screening matrix to the point where screened baggage is re-inserted into baggage makeup area.

The Project description for each Airport Terminal is as follows:

Terminal	Project Description
JFK Terminal 1	New In-Line EDS System Matrix/Design/Construction Build Out
JFK Terminal 2/3	New In-Line EDS System Matrix/Design/Construction Build Out
JFK Terminal 4	New In-Line EDS System Matrix/Design/Construction Build Out
JFK Terminal 7	New In-Line EDS System Matrix/Design/Construction Build Out

ARTICLE IV – PROJECT COST AND ALLOWABLE COSTS

A. Project Cost: Project Cost are those costs related to the activities to be completed by the PANYNJ or its designee to modify the Airport infrastructure and baggage handling system(s) ("BHS") to support the TSA's installation and operation of the EDS and ETD equipment at the Airport. Project Cost does not include the costs of acquisition, delivery or installation of the EDS and ETD equipment.

B. Federal Share of Allowable Costs: The TSA, for and on behalf of the United States, shall pay as the United States share, ninety (90%) percent of the Allowable Costs (as such term is defined in Circular A-87) and identified in paragraph D of this Article incurred in accomplishing the Project described in this Agreement. The maximum obligation of the United States payable under this Agreement for Fiscal Year 2008 shall be:

Fiscal Year	TSA Funding
2008	

PR: 2108208CT1236
5CF08XB010D2008SWE041GE013223006200622CTO-5906307200000000-252R-
TSA DIRECT-DEF. TASK $85,000,000.00

Subject to Congressional appropriation and authorization, the maximum obligation of the United States payable under this Agreement for Fiscal Year 2009 shall be:

Fiscal Year	TSA Funding
2009	$ To Be Determined

This reimbursement obligation shall not be deemed to be an obligation of the United States Government under Section 1501 of Title 31, United States Code. This Agreement is not deemed an administrative commitment for financing except until such amounts are authorized and appropriated as provided in authorization and appropriation laws.

C. The Letter of Intent attached to this Agreement as Appendix A, establishes, among other things, a funding schedule in the amount of for the inline baggage screening Projects at John F. Kennedy International, LaGuardia, and Newark Liberty International Airports. The scope and responsibilities for each Airport Project as set forth in a Memorandum of Agreement (identified below). To facilitate the strategic planning and Project priorities it is understood that the funding allocated to each Airport in its Memorandum of Agreement may be reallocated among the three airports at a later date if deemed necessary and agreed to by the TSA and the PANYNJ.

HSTS04-08-H-CT1235, Memorandum of Agreement for Newark Liberty International Airport
HSTS04-08-H-CT1236, Memorandum of Agreement for John F. Kennedy International Airport
HSTS04-08-H-CT1094, Memorandum of Agreement for LaGuardia Airport

D. Project Costs allowable for reimbursement under this Agreement: Determination of Allowable Costs, as such term is defined in the United States Office of Management and Budget

Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," in effect on the effective date of this Agreement ("Circular A-87"), will be made by the TSA in accordance with Circular A-87. If the enabling legislation for this Project prescribes policies or requirements that differ from those in Circular A-87, or that differ from this Agreement, the provisions of the enabling legislation shall govern.

Project Costs considered Allowable Costs for reimbursement under this Agreement (which Allowable Costs, must be, as provided in Circular A-87, allocable to federal awards under the provisions of Circular A-87, and necessary and reasonable for the proper and efficient performance and administration of federal awards), include:

- Project Soft Costs, which consists of Engineering Costs (to include design, specifications, bid documents, and contract documents), Construction Supervision Costs (to include Project Management) and PANYNJ Letter of Intent Administration Costs. The ceiling for reimbursement of all Project Soft Costs is limited to sixteen percent (16%) of the Project Costs. At TSA's discretion, the ceiling for reimbursement of all Project Soft Costs may be increased to 18% at a later date pending the results of actual Terminal Project progress and review of Terminal Project construction costs.
- Design Costs incurred on or after October 1, 2007.
- EDS in-line checked baggage Construction Costs include, but are not limited to:
    - Demolition (infrastructure or BHS related)
    - BHS infrastructure upgrades, platforms, catwalks located within the EDS screening matrix area
    - BHS: That portion located within the EDS screening matrix area, including redesign and upgrading of conveyors to support the integration of the screening matrix only
    - On-Screen Resolution (OSR) Room, Checked Baggage Resolution Area (CBRA)
    - Acoustical treatment in OSR and CBRA
    - Electrical infrastructure (cabling, control panels) and basic lighting fixtures for the CBIS, CBRA, and OSR.
    - Telephone systems/pager systems for TSA CBRA and OSR only
    - Heating, Ventilation, Air Conditioning (HVAC) environmental requirements for CBIS, OSR Room, CBRA and EDS Network equipment room

E. Project Costs not considered reimbursable under this Agreement include:

- Employee break rooms, administrative office space, and restrooms
- Aesthetic architecture enhancements
- Maintenance, repair parts or spare parts for Airport Terminal improvements include the baggage handling conveyor components installed under this Project
- Extended warranties beyond 1 year
- Maintenance of baggage conveyor system
- Profit or Corporate G&A costs to the PANYNJ. Profit and G&A for PANYNJ's contractor(s) is an allowable cost

- Costs incurred by the PANYNJ and or/designee, its contractors or agents to perform work not allocable with the TSA approved design or TSA's Planning Guidelines and Design Standards for Checked Baggage Inspection Systems

ARTICLE V: PROJECT RESPONSIBILITIES

Project responsibilities for TSA and the PANYNJ are outlined below. Specific Project and technical responsibilities and performance of all parties are contained in Appendix B attached incorporated hereto by reference.

A. TSA Project Responsibilities

1. TSA will provide a proposed design package for each integrated screening system in each of the identified terminals. Each package will include a schematic design, basis for design and Rough Order of Magnitude (ROM) costing. The schematic will reflect the screening matrix, mainline feeds, take away belts, and all of the security process areas/decision points. The basis for design will outline the proposed theory of operation for the system; will contain the static modeling for each system as well as possible mechanical considerations that can be identified at this design state. The ROM costing will outline at a budgetary level the cost of the individual screening systems.
2. Review and approve each Terminal Project design (through 100%) and deployment plans and specifications regarding installation of EDS units in accordance with TSA Performance Guidelines and Design Standards for Checked Baggage Inspection Systems.
3. Confirm that the placement and installation of the EDS and ETD units in the baggage screening matrix are in accordance with the individual Terminal Project design and deployment plan.
4. Obtain or cause its contractors, consultants and agents to obtain all necessary licenses, insurance, permits and approvals.
5. Furnish, deliver, rig, install and test all necessary EDS and ETD security screening equipment.
6. Provide EDS Original Equipment Manufacturer Technical Support Advisory Services to the PANYNJ and/or designee regarding integration of the EDS units into the BHS.
7. Provide the EDS System Specific Test Plan (SSTP) to the PANYNJ and/or its designee following an EDS machine commissioning, coordination and test planning meeting.
8. Establish and conduct the integrated Site Acceptance Testing (ISAT) for EDS machine screening capabilities for each Terminal Project.
9. Observe and approve ISAT results before the EDS equipment is certified ready for operational use.
10. The TSA will provide maintenance, repair, and refurbishment of all TSA EDS and ETD equipment throughout its life cycle at no cost to the Port Authority and/or its designee.

B. PANYNJ Project Responsibilities

All work performed by the PANYNJ or its designee pursuant to this Agreement shall be accomplished in accordance with the design(s) approved by TSA and in accordance with PANYNJ's Airport Building Standards and Criteria.

1. PANYNJ shall start with a phasing process on Projects listed in Article III – Purpose, Project and Scope based on priorities or future strategic planning. This strategic planning should be presented to TSA Office of Security Technology for approval and concurrence to assure that the Projects can be completed in accordance with the constraints of cost, time, and scope.
2. Costs for each Terminal Project are to be recorded and reported on a Terminal-by-Terminal basis.
3. Except for the responsibilities of the TSA, as outlined above, the construction and installation of the individual Terminal project will be managed and overseen by the PANYNJ and/or its designee. The PANYNJ, acting through such contractors as it may choose, will provide the associated construction and baggage handling conveyor contractors to undertake the Project. The PANYNJ will provide oversight of such contractors to ensure Projects are completed within the prescribed costs and schedule.
4. Obtain or cause its contractors, consultants and agents to obtain all necessary licenses, insurance, permits and approvals.
5. Ensure the Project site will be ready to accommodate the installation of the EDS units when delivered. Project site preparation includes, but is not limited to, BHS modifications, electrical site preparation, including infrastructure to protect electrical or fiber optic cables, environmental controls, and any other Airport Terminal infrastructure work required to support the operational environment of the EDS and ETD units.
6. Facilitate the installation of the EDS units by providing a clear path during rigging and EDS installation, and provide sufficient space to allow for initial deployment activities such as uncrating the EDS equipment and devices.
7. Adhere to OSHA standards required for occupied spaces as well as the applicable EDS installation guide specifications for EDS operational environment requirements.
8. Once installed, provide reasonable measures to protect the EDS and ETD equipment from harm in the screening area.
9. The PANYNJ shall require that full ingress and egress be provided to the TSA and its contractors for the installation, operation, testing, maintenance, and repair of the EDS and ETD equipment at all times.
10. Perform and bear all cost of the operation, maintenance and repairs for the Airport Terminal installed property such as the baggage handling conveyor system, heating, air conditioning, and electrical infrastructure in support of this Project. Except for the TSA securing screening EDS and ETD equipment owned by the TSA, the PANYNJ its lessees or assigns as applicable, shall own and have title to all personal property, improvements to real property, or other assets which are acquired under this Agreement. It will be the responsibility of the PANYNJ, or its contractor or lessee to operate, maintain, and if it becomes necessary, repair or replace such property to support the efficient use of the TSA Security Screening Equipment for its useful life.

11. Title to non-TSA Security Screening Equipment such as ancillary equipment or infrastructure appurtenances purchased or reimbursed using Federal funds, or installed by the TSA, or its agents or contractors at the TSA's expense, or by the PANYNJ or its agents or contractors, or its lessees, agents or contractors, vests in the PANYNJ.
12. Submit monthly progress status reports to the TSA Project Manager and TSA Contracting Officer identified in Article VIII – Authorized Representatives. The monthly report should provide an executive summary of work performed to date, identify the events to occur within the next 90 days, identify the PANYNJ and/or designee(s) and its key contractor points of contact and use an earned value management approach to identify the cost and schedule variance incurred against work performance completed to date. Each Terminal Project is to be addressed separately in the monthly report.

C. Deliverables. The deliverables required to be submitted by the PANYNJ and/or its designee with respect to each Terminal are described in Appendix B-1; specific testing related deliverables are outlined in Appendix B.

ARTICLE VI - EFFECTIVE DATE AND TERM

The effective date of this Agreement is the date on which the authorized PANYNJ official signs it and the TSA's authorized official signs it, whichever date is later. The overall Airport Project completion is currently estimated to be on or about September 20, 2013 unless earlier terminated by the parties as provided herein or extended by mutual agreement pursuant to Article XIII. The period of performance for this effort is established in order to allow the PANYNJ time to submit a final invoice, close out each Terminal Project, and address any other issues,

Within thirty business (30) days of the PANYNJ and TSA Project Manager concurrence to begin a Terminal Project, the PANYNJ and/or its designee(s) will establish and provide Project Milestones for each Terminal to the TSA Project Manager and TSA Contracting Officer identified in Article VIII that allow objective measurement of progress toward completion.

ARTICLE VII - ACCEPTANCE AND TESTING

TSA will deem the Project complete upon successful completion of the TSA EDS systems test conducted by the TSA independent validation and verification (IV&V) contractor that confirms that the baggage screening system has been installed in accordance with the TSA Checked Baggage Inspection System Performance Criteria and technical specifications for the EDS baggage screening equipment. Successful completion requires the correction of defects identified, if any, during the EDS systems test. of each invoice submitted for each Terminal Project will be retained for the duration of the Project until the baggage screening system has successfully passed the TSA EDS systems test and defects, if any, identified during the system test have been corrected by the PANYNJ and/or its designee. The PANYNJ is not responsible for correcting any defects related to the EDS equipment. It shall be the TSA's responsibility to correct at its sole cost any TSA's EDS equipment system defects, and the 10% retained amount referred to above shall be paid to the PANYNJ if the system failure is due to defects associated with TSA equipment or installation.

ARTICLE VIII. AUTHORIZED REPRESENTATIVES

The authorized representative for each party shall act on behalf of that party for all matters related to this Agreement. Each party's authorized representative may appoint one or more others to act as authorized representative for any administrative purpose related to this Agreement, provided written notice of such appointments are made to the other party to this Agreement. The authorized representatives for the parties are as follows:

A. TSA Points of Contact:

Terry Spradlin
TSA Project Manager
Office of Security Technology, TSA-16
Transportation Security Administration
701 South 12th Street
Arlington, VA 22202
Phone: 571-227-4108
E-Mail Address: terry.spradlin@dhs.gov

John Reed
Eastern Region Deployment Manager/Contracting Officer Technical Representative
Office of Security Technology, TSA-16
Transportation Security Administration
701 South 12th Street
Arlington, VA 22202
Phone: 571-227-1563
E-Mail Address: john.reed1@dhs.gov

Connie Thornton
Contracting Officer
Transportation Security Administration
4275 Airport Road, Suite C
Rapid City, SD 57703
Phone: 605-393-8191
E-Mail Address: connie.thornton@dhs.gov

Only the TSA Contracting Officer has the authority to bind the federal government with respect the expenditure of funds. The TSA Contracting Officer Technical Representative (COTR) is responsible for the technical administration of this Agreement and technical liaison with the PANYNJ and/or its designee. The TSA COTR is not authorized to change the scope of work, to make any commitment or otherwise obligate the TSA, or authorize any changes that affect the liability of the TSA.

The PANYNJ and or its designee must notify the TSA CO and COTR in event that any TSA agent or employee takes any action which is interpreted by the PANYNJ or its designee as direction which consequently increases the individual Terminal Project cost and would cause the PANYNJ to seek reimbursement from TSA beyond TSA's liability as stated in this Agreement.

B. The PANYNJ's Points of Contact:

The PANYNJ's Point of Contact for all correspondence is:

Jeanne M. Olivier, A.A.E.
General Manager, Aviation Security and Technology
Aviation Department
The Port Authority of New York and New Jersey
233 Park Avenue South, 9th Floor, New York, New York 10003
Telephone: 212-435-3726
E-Mail: jolivier@panynj.gov

The PANYNJ's Point of Contact for invoices is:

To be provided by PANYNJ.

ARTICLE IX – PAYMENT

Should the TSA contributions represent more than 90 percent of the total final Allowable costs; the PANYNJ will refund the TSA for the difference to achieve a 90 percent level. The parties agree that all costs in excess of TSA's funding contribution as well as any costs that do not comply with Circular A-87 shall be borne solely by the PANYNJ unless otherwise agreed by the TSA in a modification in accordance with Article XIII – Changes and/or Modifications.

Reimbursement by TSA is conditioned upon submission to TSA of an invoice identifying the Project costs that have been incurred and paid. The TSA intends to make payment to the PANYNJ within 45 calendar days of receipt of each properly prepared invoice for reimbursement of incurred costs. The TSA reimbursement process consists of two steps:

a. Step 1 – "Summary" Invoice Submittal to the U.S. Coast Guard Finance Center for Payment

The United States Coast Guard Center performs the payment function on behalf of the TSA. For purposes of submission to the Coast Guard Finance Center, the PANYNJs invoice format is acceptable for the "Summary" Invoice. Central Contractor Registration is mandatory for invoice payment; for further information, please refer to http://www.ccr.gov

At a minimum the "Summary" Invoice should contain:

(1) Agreement Number HSTS04-08-H-CT1236
(2) Invoice Number and Invoice Date
(3) Complete Business Name and Remittance Address.
(4) Point of Contact with address, telephone, fax and e-mail address contact information
(5) Tax Identification Number and DUN's Number
(6) Dollar Amount of Reimbursement being requested
(7) Signature of PANYNJ's authorized representative and the following certification language: *"This is to certify that the services set forth herein were performed during the period stated and that the incurred costs billed were actually expended for the Project."*

The "Summary" Invoice may be submitted by standard email or by electronic transmission to the following address(s):

Mailing Address: TSA Commercial Invoices
USCG Finance Center
P.O. Box 4111
Chesapeake, VA 23327-4111

Email: FIN-SMB-TSAINVOICES@uscg.mil

b. Step 2 – "Summary" Invoice and Supporting Documentation Submittal to TSA for Approval of Payment

The TSA Contracting Officer and the Contracting Officer's Technical Representative are required to review and approve all invoices prior to payment. To aid in this review, the PANYNJ and/or its designee shall provide a copy of the "Summary" Invoice along with all receipts, contractor pay requests and other supporting information which specify the vendor, services provided, and products delivered as well as the appropriate identifications that the Airport has paid these obligations. The PANYNJ and/or its designee are encouraged to provide this supporting information simultaneously with Step 1 in order to expedite the payment process.

The Support Documentation should contain the following items:

- Summary Invoice from Step 1
- An executive summary Project overview with the first invoice
- Spreadsheet listing the invoices being submitted, with totals
- Individual, signed and approved contractor invoices, with scope of values or statement of work (copies of contracts and change orders provide support for the work being actual, allowable, allocable and reasonable.)
- Copies of subcontractors' invoice if listed on a prime contractor's invoice as a single amount (copies of timesheets and detailed backup not required if descriptions are clear and specific).

- Proof of payment by the PANYNJ and/or its designee for each invoice in the form of copies of checks/warrants, bank wire transfers, or accounting system transactions.

The "Summary" Invoice and supporting documentation may be submitted by mail via CD or paper documents or electronic transmission to the following address; the final closeout invoice should include proof that all required deliverables have been provided:

John Gebhart
Jacobs Carter & Burgess, Inc
2231 Crystal Drive, Suite 300
Arlington, VA 22202
Phone: 571-721-1269
Email: john.gebhart@jacobs.com

Upon completion of the review of the supporting documentation for the "Summary" Invoice, the TSA Contracting Officer and Contracting Officer Technical Representative will advise the Coast Guard Finance Center regarding payment of the "Summary" Invoice. TSA has the right to recoup any payments made to the PANYNJ if the TSA determines that the invoices exceed the actual costs incurred.

ARTICLE X – AUDITS

A. The federal government, including the Comptroller General of the United States, has the right to examine or audit financial records relevant to this Memorandum of Agreement for a period not to exceed three (3) years after expiration of the terms of this Agreement. The PANYNJ and/or its designee, their contractors must maintain an established accounting system that complies with accounting principles generally accepted in the United States. Records related to disputes arising out of this Agreement shall be maintained and made available until such disputes have been resolved to the satisfaction of the TSA.

B. As used in this provision, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

C. The PANYNJ and/or its designee shall maintain all records and other evidence sufficient to reflect costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this Agreement. The TSA Contracting Officer or the authorized representative of the TSA Contracting Officer shall have the right to examine and audit those records at any time, or from time to time. The right of examination shall include inspection at all reasonable times at the offices of the PANYNJ and/or its designee or at the offices of the respective contractor(s) responsible for the Project.

D. The PANYNJ and/or its designees will be required to submit cost or pricing data and supporting information in connection with any invoice relating to this Agreement if requested by the TSA Contracting Officer.

E. This Article X shall not be construed to require the PANYNJ and/or its designee, their contractors or subcontractors to create or maintain any record that they do not maintain in the ordinary course of business pursuant to a provision of law, provided that those entities maintain records that conform to generally accepted accounting practices.

ARTICLE XI – REQUIRED FEDERAL PROCUREMENT PROVISIONS

Required Federal Procurement Provisions are provided in Appendix C.

ARTICLE XII – CHANGES AND/OR MODIFICATIONS

Changes and/or modifications to this Agreement shall be in writing and signed by the TSA Contracting Officer and the authorizing official of the PANYNJ. The modification shall state the exact nature of the change and/or modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement. The properly signed modification shall be attached to this Agreement and thereby become a part of this Agreement.

ARTICLE XIII – LIMITATION OF LIABILITY

Each party to this Agreement shall bear total responsibility for its own negligent acts, errors or omissions that arise out of this Agreement. In no event shall either Party be liable for any indirect, special, punitive, incidental or consequential damages arising out of or under this Agreement, whether under contract warranty, or tort, including loss of revenue or profits, regardless of the ability to anticipate such damages. The PANYNJ does not waive its right to pursue claims against the United States or any of its agencies under the Federal Torts Claims Act.

ARTICLE XIV – DISPUTES

When possible, disputes will be resolved by informal discussion between the appropriate PANYNJ representative and the TSA Contracting Officer. If a dispute cannot be resolved through negotiations, the dispute shall be submitted to the Office of Dispute Resolution for Acquisition ("ODRA") (see http://www.faa.gov/agc/odra/default.htm). ODRA acts on behalf of TSA, pursuant to a Memorandum of Agreement dated September 23, 2002, to manage TSA's dispute resolution process and to recommend decisions on matters concerning contract disputes. Judicial review, where available, will be in accordance with 49 U.S.C. 46110, and shall apply only to final agency decisions.

ARTICLE XV – TERMINATION

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time with cause, and without incurring any liability or obligation to the terminated party (other than performance of obligations accrued on or prior to termination date) by giving the other party at lease ninety days written notice of termination. Upon receipt of notice of termination, the receiving party shall take immediate steps to stop the accrual of any additional obligations, which might require payment.

In the event of termination or expiration of this Agreement, any TSA funds that have not been spent or incurred for allowable expenses prior to the date of termination and are not reasonably necessary to cover termination expenses shall be returned and/or de-obligated from this Agreement.

ARTICLE XVI – CONSTRUCTION OF THE AGREEMENT

A. Nothing in this Agreement shall be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation. It is not intended to be, nor shall it be construed as creation of a partnership, corporation, or other business entity between the parties.

B. Each party acknowledges that all parties hereto participated equally in the negotiation and drafting of this Agreement and any amendments thereto, and that, accordingly, this Agreement shall not be construed more stringently against one party than against the other.

C. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written.

D. In the event that any Article and/or parts of this Agreement are determined to be void, such Article or portions thereof shall lapse. No such lapse will affect the rights, responsibilities, and obligations of the parties under this Agreement, except as provided herein. If either party determines that such lapse has or may have a material effect on the performance of the Agreement, such party shall promptly notify the other party, and shall negotiate in good faith a mutually acceptable amendment to the Agreement if appropriate to address the effect of the lapse.

ARTICLE XVII – MEDIA AND PROTECTION OF SENSITIVE SECURITY INFORMATION

A. SENSITIVE SECURITY INFORMATION

No Sensitive Security Information (SSI), as such term is defined in 49 CFR Part 1520, shall be disclosed except in accordance with the provisions of 49 CFR 1520.

B. MEDIA

Unless otherwise required by law, PANYNJ and/or its designee shall not make publicity or public affairs activities related to the subject matter of this Agreement unless written approval has been received from the TSA Office of Security Technology or the TSA Office of Strategic Communication and Public Affairs.

ARTICLE XVIII - SURVIVAL OF PROVISIONS

The following provisions of this Agreement shall survive the termination of this Agreement: Article V– Project Responsibilities, paragraph A. 10, and paragraph B. 10; Article X – Audits; Article XIII – Limitations on Liability; Article XIV – Disputes, and Article XVIII – Survival of Provisions.

Signatures
The Parties have executed this Agreement in multiple copies, each of which is an original.

WITNESS:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

_____ **Date:** 9/10/08
By: Ernesto L. Butcher, Deputy Executive Director, Operations

UNITED STATES
Department of Homeland Security
Transportation Security Administration

_____ **Date:** 9/5/2008
By: Connie Thornton, Contracting Officer

MEMORANDUM OF AGREEMENT

TABLE OF APPENDICES

APPENDIX A – TRANSPORTATION SECURITY ADMINISTRATION LETTER OF INTENT

APPENDIX B – MEMORANDUM OF AGREEMENT DELIVERABLES

APPENDIX C – REQUIRED FEDERAL PROCUREMENT PROVISIONS

APPENDIX D – TECHNICAL SPECIFICATION REGARDING AIRPORT TERMINAL BAGGAGE SCREENING RENOVATIONS

HSTS04-08-H-CT1236
Memorandum of Agreement for JFK
Appendix A

Office of the Assistant Secretary

U.S. Department of Homeland Security
601 South 12th Street
Arlington, VA 22202-4220

Transportation Security Administration

LETTER OF INTENT
THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

This Letter of Intent (LOI) sets forth the intention of the Transportation Security Administration (TSA), effective this date, in accordance with the provisions of *Section 44923 of title 49, United States Code, as amended; Division E, Department of Homeland Security Appropriations Act, 2008; Public Law 110-161, the Consolidated Appropriations Act, 2008;* and Memoranda of Agreement (MOAs) to which this LOI is appended, to obligate from budget authority to reimburse The Port Authority of New York and New Jersey (PANYNJ) for the United States' share of allowable costs at the John F. Kennedy International Airport (JFK), LaGuardia Airport (LGA), and Newark Liberty International Airport (EWR), collectively the PANYNJ Airports, for the airport security improvement project (Project) as summarized below:

The MOAs will establish the efforts for providing the necessary design, construction management, and construction of the PANYNJ Airports—JFK, LGA, and EWR—to develop in-line baggage system solutions that will enable TSA to install and operate explosives detection systems associated with in-line baggage screening systems at those airports.

The maximum United States obligation pursuant to this LOI for the Project summarized above shall be in an amount not-to-exceed 90 percent of the total Project costs of to a total Federal share of up to . After funds have been appropriated and obligated, TSA shall issue funds to reimburse the PANYNJ from current and Fiscal Year 2009 budget authority, according to the following schedule:

Fiscal Year (FY)	Federal Funds
FY 2008	(current budget authority)
FY 2009	future budget authority)
Total:	

If the Congressional appropriation and allocation is less than in FY 2009 for TSA baggage screening projects for the PANYNJ Airports, then the FY 2009 funding increment for the Project may be reduced accordingly.

The announcement of this intention shall not be deemed an obligation of the United States Government under Section 1501 of title 31, United States Code, and the LOI is not deemed to be an administrative commitment of financing. An obligation or administrative commitment may be made only as amounts are provided in authorization and appropriation laws.

TSA may, from time to time, following consultation with the PANYNJ, amend this LOI and the MOAs to adjust the payment schedule, and such adjustments may be made by TSA when occasioned by changes in the actual allowable costs of the Project, in the actual time required to complete the Project, in actual or estimated future obligating authority, or otherwise, when determined at the discretion of the Department of Homeland Security Assistant Secretary of the TSA to be in the best interests of the United States.

TSA will give full consideration to the aggregate amount of future obligations and the payments scheduled under all outstanding LOIs in formulating its annual budget requests. A statutory restriction on total obligating authority in a future fiscal year, however, may necessitate a reduction in funds to be reimbursed for that year.

The LOI is conditioned upon the PANYNJ's compliance with the MOAs to which this LOI is appended and of which it is made a part. Failure to comply with such requirements may lead to revocation of this LOI and termination of the MOAs in accordance with the terms of the MOAs.

United States of America
Department of Homeland Security
Transportation Security Administration

Kip Hawley

Kip Hawley
Assistant Secretary

8/20/08

Date

MEMORANDUM OF AGREEMENT

APPENDIX B

DELIVERABLES

Item	Submitted To:	Frequency or Due Date	Special Notes:
Design: 30%, 70%, 100% and associated cost estimate	TSA Project Manager	Per the approved schedule.	Port Authority shall attain written approval from TSA before moving forward on design effort stages.
Master Schedule and detailed Estimate of Costs to include Project Milestones (Design, Construction and Baggage Handling System)	TSA Project Manager TSA Contracting Officer ("CO") TSA Contracted Site Lead	Submitted within 120 business days of MOA signing to be updated and submitted with monthly report as Project is underway.	All schedules and cost estimates to be approved must have written concurrence TSA Project Manager
Schedule of Values for Design, Construction, Baggage Handling Contracts	TSA Project Manager TSA CO TSA Contracted Site Lead	PANYNJ/Designee to provide upon issuing Notice to Proceed to Contractor	All schedules and cost estimates to be approved must have written approval from TSA
Design, Construction and BHS Contracts > $500,000 including any subsequent change orders.	TSA CO	Upon Award by PANYNJ/Designee. Change Orders are to also be provided to TSA CO when issued.	Provide copy of contract to TSA Contracting Officer (CO)
Monthly Project Report: (Current and forecasted for the next period's tasks.) • Tasks completed • Schedule • Budget and actual costs spent to date • Cost Variance • Schedule Variance • Variance analysis data in excess of 10% • Identify Tasks for next 90 days	TSA Project Manager TSA CO TSA Contracted Site Lead	Monthly. Electronic submission is requested if feasible.	
Close Out Process requires the correction of testing deficiencies (if any)	Close Out Report submitted to TSA Project Manager and TSA Contracted Site Lead	Initiated after TSA completion of Integrated Site Acceptance testing and deficiencies (if any) have been corrected.	
As Built Drawings and final configuration in electronic format, .dwg (AutoCAD) or comparable format PDF	TSA Project Manager	No later than 30 days after commissioning of system(s)	
Overview of drawings of the EDS Matrix/Node, BHS systems Resolution Room, OSR Room as applicable. dwg (AutoCAD) or comparable PDF format	TSA Project Manager	30 days after commissioning of system(s)	
Final Invoice	TSAT Project Manager TSA CO	Upon correction of testing deficiencies, submission of 'as-built' drawings and closeout of *PANYNJ/Designee related* contracts	Typically occurs three to four months after ISAT.

MEMORANDUM OF AGREEMENT

APPENDIX C

REQUIRED FEDERAL PROCUREMENT PROVISIONS

Construction Contracts

Provisions for all Construction Contracts

- Buy American Preference - Title 49 U.S.C., Chapter 501 - Under Revision
- Civil Rights Act of 1964, Title VI (MS Word) - Contractor Contractual Requirements - 49 CFR Part 21
- Airport and Airway Improvement Act of 1982, Section 520 (MS Word) - Title 49 U.S.C. 47123
- Lobbying and Influencing Federal Employees (MS Word) - 49 CFR Part 20
- Access to Records and Reports (MS Word) - 49 CFR Part 18.36
- Disadvantaged Business Enterprise (MS Word) - 49 CFR Part 26
- Energy Conservation (MS Word) - 49 CFR Part 18.36
- Breach of Contract Terms (MS Word) - 49 CFR Part 18.36
- Rights to Inventions (MS Word) - 49 CFR Part 18.36
- Trade Restriction Clause (MS Word) - 49 CFR Part 30
- Veteran's Preference (MS Word) - Title 49 U.S.C 47112

Additional Provisions for Construction Contracts Exceeding $2,000

- Davis Bacon Labor Provisions (MS Word) - 29 CFR Part 5

Additional Provisions for Construction Contracts Exceeding $10,000

- Equal Opportunity Clause (MS Word) - 41 CFR Part 60-1.4
- Certification of Non-Segregated Facilities (MS Word) - 41 CFR Part 60-1.8
- Notice of Requirement for Affirmative Action (MS Word) - 41 CFR Part 60-4.2
- Equal Employment Opportunity Specification (MS Word) - 41 CFR Part 60-4.3
- Termination of Contract (MS Word) - 49 CFR Part 18.36

Additional Provisions for Construction Contracts Exceeding $25,000

- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (MS Word) - 49 CFR Part 29

Additional Provisions for Construction Contracts Exceeding $100,000

- Contract Workhours and Safety Standards Act Requirements (MS Word) - 29 CFR Part 5
- Clean Air and Water Pollution Control (MS Word) - 49 CFR Part 18.36(i)(12)
- Back to top

Equipment Contracts

Provisions for all Equipment Contracts

- Buy American Preference - Title 49 U.S.C., Chapter 501
- Civil Rights Act of 1964, Title VI (MS Word) - Contractor Contractual Requirements - 49 CFR Part 21
- Airport and Airway Improvement Act of 1982, Section 520 (MS Word) - Title 49 U.S.C. 47123
- Disadvantaged Business Enterprise (MS Word) - 49 CFR Part 26
- Lobbying and Influencing Federal Employees (MS Word) - 49 CFR Part 20
- Access to Records and Reports (MS Word) - 49 CFR Part 18.36
- Energy Conservation (MS Word) - 49 CFR Part 18.36
- Breach of Contract Terms (MS Word) - 49 CFR Part 18.36
- Rights to Inventions (MS Word) - 49 CFR Part 18.36
- Trade Restriction Clause (MS Word) - 49 CFR Part 30

Additional Provisions for Equipment Contracts Exceeding $10,000

- Termination of Contract (MS Word) - 49 CFR Part 18.36

Additional Provisions for Equipment Contracts Exceeding $25,000

- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (MS Word) - 49 CFR Part 29

Additional Provisions for Equipment Contracts Exceeding $100,000

- Clean Air and Water Pollution Control (MS Word) - 49 CFR Part 18.36(i)(12)
- Back to top

Professional Services (A/E) Contracts

Provisions for all A/E Contracts

- Civil Rights Act of 1964, Title VI (MS Word) - Contractor Contractual Requirements - 49 CFR Part 21
- Airport and Airway Improvement Act of 1982, Section 520 (MS Word) - Title 49 U.S.C. 47123
- Disadvantaged Business Enterprise (MS Word) - 49 CFR Part 26
- Lobbying and Influencing Federal Employees (MS Word) - 49 CFR Part 20
- Access to Records and Reports (MS Word) - 49 CFR Part 18.36
- Breach of Contract Terms (MS Word) - 49 CFR Part 18.36
- Rights to Inventions (MS Word) - 49 CFR Part 18.36
- Trade Restriction Clause (MS Word) - 49 CFR Part 30

Additional Provisions for A/E Contracts Exceeding $10,000

- Termination of Contract (MS Word) - 49 CFR Part 18.36

Additional Provisions for A/E Contracts Exceeding $25,000

- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (MS Word) - 49 CFR Part 29

Additional Provisions for Equipment Contracts Exceeding $100,000

Clean Air and Water Pollution Control (MS Word) - 49 CFR Part 18.36(i)(12

MEMORANDUM OF AGREEMENT

APPENDIX D

John F. Kennedy International Airport (JFK)
Airport Terminal Baggage Screening Renovations
Technical Specification

A. TSA responsibilities with regard to the individual Terminal Projects are listed below in sections 1.1 to 1.7. Many responsibilities are delegated to TSA contractors such as the EDS Original Equipment Manufacturer (OEM), TSA Site Lead Contractor, and TSA Independent Validation and Verification (IV&V) Test Contractor but ultimate responsibility resides with TSA.

1.1 EDS PLACEMENT

TSA will install the EDS units, ETD screening equipment and ancillary equipment at the designated Airport Terminal at a mutually agreed upon date. TSA through the EDS OEM or other TSA contractors shall be responsible for coordinating and integrating activities regarding placement of EDS equipment with appropriate TSA Staff and the Airport Baggage Handling System (BHS) team personnel.

1.2 INSTALLATION SUPPORT

1.2.1 Project Management

The EDS OEM shall be responsible for providing technical support throughout the entire period of performance during the Terminal EDS installation Project. The OEM shall be responsible for all labor, materials, equipment, and support services required for planning, managing, and supervising all items related to the installation of the EDS units and associated ancillary equipment.

1.2.2 Technical Support

TSA will provide technical support to the Project through existing contracts with the EDS OEM, TSA Site Lead, and TSA Test Lead.

- The identified TSA Site Lead should be included in all relevant planning/project meetings relevant to TSA contributions to each Terminal Project. Project schedules and updates should be provided to the TSA Site Lead to ensure TSA has timely and sufficient notice of deliverable dates.
- The EDS OEM shall provide technical consultations to the TSA Project Team and Terminal Project Manager Team regarding Project efforts that may include, but are not limited to: teleconferences; reviews of drawings and specifications; and exchanges of technical documentation such as specifications, manuals, and guides.
- TSA Testing Contractor shall support testing of the EDS units and their integration with the BHS and will develop relevant test plans and reports that will be shared with the Project Manager.
- Support for the development and execution of the MOA in place between TSA and the PANYNJ will be provided by TSA Office of Acquisition.
- Oversight and coordination of technical aspects of the Project will be provided by the TSA Office of Security Technology, Deployment Team.
- Local TSA personnel shall support coordination of issues between TSA Headquarters and the Project Manager as directed by the applicable Federal Security Director (FSD).

Title	Name	Role	Contact Information
TSA PANYNJ Project Manager	Terry Spradlin	TSA Project Manager	Terry.Spradlin@dhs.gov 571-227-4108
TSA Eastern Region Deployment Lead	John Reed	Contracting Officer Technical Representative	John.Reed1@dhs.gov 571-227-1563
TSA Testing Coordinator	Amy Becke	TSA Test Coordinator	Amy.Becke@dhs.gov 571-227-1261
TSA Acquisition	Connie Thornton	Contracting Officer	Connie.Thornton@dhs.gov 605-393-8191
TSA JFK FSD Point of Contact	Mohammad Siddiqui	Local JFK TSA Coordinator	Mohammad.Siddiqui@dhs.gov 718-995-3964
PANYNJ Overall Project Point of Contact	Jeanne Olivier	General Manager, Aviation Security & Technology	jolivier@panynj.gov 212-435-3726

1.2.3 Commissioning Services

TSA, through the EDS OEM and other TSA contractors, shall be responsible for all labor, materials, equipment, and support services needed to assemble, power up, configure, and install the EDS machines into the required operational condition. The EDS OEM shall provide technical support, documentation, and installation of the EDS units and the associated local Baggage Viewing Stations (BVS) after confirmation that all pre-installation requirements have been met. The EDS OEM shall coordinate with the TSA Project Manager/TSA Site Lead, TSA Test Lead, and the Terminal Project Manager's contractors to perform system testing. The EDS OEM shall provide these services within two weeks of receipt of a written request from the TSA.

1.3 INDEPENDENT VERIFICATION AND VALIDATION (IV&V) TESTING

Mandatory testing for this system includes Site Acceptance Testing (SAT) for the EDS units following installation; pre-Integrated Site Acceptance Testing following the integration of the EDS units with the BHS affirmed through a Test Readiness Report (TRR); and Integrated Site Acceptance Testing (ISAT) prior to TSA acceptance of the system for operational use. See table below for minimum lead time requirements for testing activities.

Test Activity	Lead Time Needed
SSTP Input	90 days prior to projected ISAT date
SAT of EDS units	7 days prior to EDS OEM confirmation of EDS unit's readiness
SSTP Delivery	30 days prior to projected ISAT date
SSTP Review Meeting	14 days prior to projected ISAT date
TRR	3 business days (not less than) prior to projected ISAT date
ISAT	3 business days (not less than) following successful TRR

1.3.1. Site Acceptance Testing (SAT)

The EDS OEM and TSA Test Lead shall coordinate and conduct SAT testing on the EDS machines. The EDS OEM shall implement and coordinate testing by issuing a Test Readiness Notification (TRN) at least 7 days prior to the scheduled IV&V testing. Passing SAT results are required to certify equipment readiness for operational use in screening baggage. In the event that supplied EDS units cannot meet SAT test requirements, TSA will ensure that any defects are corrected or that the EDS unit is replaced.

1.3.2. Site Specific Test Plan Development (SSTP)

TSA has arranged for its Testing Contractor to develop a Site Specific Test Plan based on testing criteria outlined in the TSA Checked Baggage Inspection Systems Planning Guidelines and Design Standards to be provided by TSA. The SSTP will be based on the Terminal Project Manager responses to an SSTP questionnaire to be completed within 90 days of Integrated Site Acceptance Testing. The SSTP shall be delivered to the Terminal Project Manager 30 days in advance of projected ISAT start-up. The TSA Test Lead and Site Lead shall participate in an SSTP review meeting no less than 14 business days prior to the projected ISAT start up to ensure that all Project Team concerns and questions about the ISAT test plan are resolved and to coordinate logistical and technical needs.

1.3.3. Integrated Site Acceptance Testing (ISAT)

Scheduling and Coordination: Construction schedule including the ISAT start date(s) and duration(s) shall be shared with the TSA Site Lead at 120, 90, 60, 30, and 14 days from the anticipated ISAT start date. This schedule shall be distributed each time changes are made to the ISAT start date and/or duration. Changes made to the schedule within two weeks of the planned ISAT start date may relieve the TSA of the obligation to begin testing within three business days of the TRR. In this situation, the ISAT start date could depend on TSA's testing workload and resource allocation.

Test Results and Reports:

Testing results will be shared in hard copy format with the Terminal Project Manager and the PANYNJ Program Manager through the local TSA Point of Contact. Test results will identify any security, efficiency or safety concerns. There are three (3) possible test outcomes:

- Pass – System meets TSA P&C Requirements;
- Defects Found – TSA will staff the system but further work needed to correct defects;
- Failed – TSA will not staff the system; Contractor should resolve issues as published and prepare for re-testing.

1.4 INTEGRATION SERVICES

1.4.1. BHS Support

The EDS OEM shall assist the Terminal Project Manager's BHS contractor to establish digital and serial communication for the EDS units. Once communication between devices has been established, the EDS OEM shall provide the following support and integration services.

- Assist the BHS contractor to obtain efficient EDS operation.
- Provide on-site Integration Engineer Support Services to facilitate the entire integration effort with the BHS.
- Be available to support system testing and validation conducted by in-house staff or external contractors including Site Specific Test Plan (SSTP) for the Integrated Site Acceptance Test (ISAT) and pre-ISAT project testing and throughout the planning phases including the issuance of the ISAT TRN and TRR.
- During initial system operations run of live checked baggage, provide technical assistance as requested by TSA and/or the Terminal Project Manager.

1.4.2. Software and Hardware

Following SAT and throughout the integration effort, the EDS OEM shall install and test the required software and hardware to allow for digital and serial communication between the EDS and the BHS PLC if required. Functionality of the EDS BHS interface hardware and software shall be verified by the EDS OEM at the interface box prior to working with the BHS contractor to ensure a proper operating PLC interface and to avoid delays.

1.5 SYSTEM NETWORKING

1.5.1 *Network Infrastructure*

The EDS OEM shall provide required patch cables and miscellaneous hardware to interface between network patch panel and EDS OEM supplied networking components.

1.5.2 Network Services

The EDS OEM shall provide: training for TSA staff; coordination and support for TSA and testing certification; and resources to conduct installation, testing, and initial operational support for networking. No other network may interface with the networked airport screening solution. The implemented assigned network for operation shall be an isolated, stand-alone network.

1.6. TRAINING

TSA will provide training for TSA screening staff on the operation of the EDS and ETD equipment.

1.7. MAINTENANCE

Upon successful completion of SAT testing for each unit, TSA will maintain and repair the EDS and ETD units throughout their lifecycles.

B. PANYNJ AND DESIGNEE TERMINAL PROJECT MANAGER RESPONSIBILITIES with regard to *the Terminal Projects are listed in sections 2.1 to 2.5 below.*

2.0 DESIGN

The Terminal Project Manager will undertake completing the 100% design of a baggage screening solution for its respective Terminal(s), which meets the needs of the Airport, Airlines and TSA FSD. The Project Manager shall submit design at 30%, 60% and 100% intervals to TSA for review. The Project Manager shall respond to TSA design review comments promptly and in writing.

2.1 EDS PLACEMENT

The Project Manager shall ensure that the Project site will be ready to accommodate the installation of the EDS and associated equipment. The Project Manager shall be responsible for providing rigging oversight activities, and shall provide adequate protection to the EDS machines and to the airport infrastructure during any and all ED's movements. The Project Manager shall coordinate with the EDS OEM to integrate all activities regarding placement of ED's equipment. The Project Manager shall provide reasonable measures to protect the EDS and ETD equipment from damage in the screening area.

2.1.1 Site Readiness and Storage

The Project Manager shall confirm site readiness to receive ED's units to the TSA Site Lead no later than10 business days prior to requested delivery date. Site readiness shall address availability of permanent power; removal of obstacles to the rigging path; and adequacy of physical environmental conditions within the delivery area that meet EDS OEM standards for protecting the EDS units. The Project Manager shall provide secure storage for the ED's units and ancillary equipment if site conditions at the time of delivery do not provide adequate protection. The Project Manager shall provide secure storage space for hardware associated with ED's integration and multiplexing until it can be installed by EDS OEM Integration Support Staff.

2.1.2 Rigging Services

The Project Manager Team will be responsible for providing rigging path verification, ingress path, and/or structural analysis. If required, the Project Manager Team will remove and replace any walls, windows, glass, doors, or other physical barriers in support of rigging activities.

2.2 INSTALLATION SUPPORT

2.2.1 Power Requirements

The Project Manager will provide terminations to the EDS for electrical power. The Project Manager will be responsible for providing all infrastructure power requirements including separate metering. If applicable, the Project Manager will design and install all power requirements to terminal locations within the OSR room, ETD room, and at EDS locations. The Project Manager will provide cabling from terminations to EDS equipment. The Project Manager shall attest to the availability of power supply to adequately support the EDS and associated equipment in accordance with OEM specifications and be liable for damage to this equipment resulting from intentional deviations to accepted power supply conditions.

2.2.2 Commissioning Services

The Project Manager will be responsible for obtaining all other infrastructures as stated in the Memorandum of Agreement between the TSA and the PANYNJ and not mentioned in Section 2.2.1 to support EDS operations and maintenance.

2.3 INTEGRATION SERVICES

The Project Manager shall ensure that the BHS Contractor coordinates with EDS OEM in support of integration activities (e.g. installation and testing the required software and hardware to allow for digital and serial communication between the EDS and the BHS PLC) as needed. Terminations to the EDS for BHS PLC communication shall be performed by the BHS contractor.

2.4 NETWORKING

2.4.1. Network Infrastructure

The Project Manager will design and install all communication conduit, fiber, etc. as required by the EDS OEM's design criteria for the EDS and EDS networking system, including but not limited to connectivity of the remote OSR Room, ETD/Resolution area, and the Baggage Control Room as required. Exact parameters will be reviewed at Project start-up by TSA. The Project Manager will provide cabling and network patch panels in TSA control rooms, ETD search areas, and the TSA network room as determined by the network design conducted in conjunction with the Project Manager. The EDS OEM shall provide required patch cables and miscellaneous hardware to interface between network patch panel and EDS OEM-supplied networking components. The Project Manager will provide all electrical outlets to support installation and operation of a fully multiplexed explosive detection system.

2.4.2. Network Services

No other network may interface with the networked airport screening solution. The implemented assigned network for operation shall be an isolated, stand-alone network.

2.5. IV&V - TESTING SUPPORT

The Project schedule shall allow for sufficient time to conduct mandatory testing of the EDS units after installation and integration. The project schedule shall also factor in minimum lead times for notification of readiness for testing (7 days for SAT; 3 days for TRR; and 3 days for ISAT.) The Project Manager shall identify operational windows in time in which testing activities can be accomplished. Testing

activities will normally be scheduled for normal business days (Monday-Friday) and should not include holidays unless previously agreed to.

2.5.1 Site Specific Test Plan (SSTP)

The Project Manager shall ensure that information needed to develop an accurate SSTP is provided to TSA Test Lead at the earliest opportunity, but no later than 90 days prior to requested testing date. Such documentation includes:

- BHS Specifications
- Controls Description and/or Description of Operation (if both exist then provide both)
- E-Stop Zone Drawings
- BHS Drawings Plan and Elevation Views
- Phasing Plan Narrative and Phasing Plan Drawings
- Construction and Testing Schedule

All drawings shall be clearly visible and readable when plotted on Arch D Size Stock. All documents shall be submitted electronically (e.g. text documents in MS Word or PDF and drawings in AutoCAD [.dwg] or PDF.)

Any system constraints that will prevent compliance with TSA testing and performance criteria should be disclosed as far in advance as possible to allow for evaluation of applicable waivers. Any restrictions on system availability and accessibility for testing shall be disclosed. Cutover plans including any phasing plans that will affect the Testing Contractor's ability to test the full system from ticket counters through the outbound/sortation system shall also be disclosed to allow for the development of an accurate SSTP.

The Project Manager will have the opportunity to review and comment on SSTP in advance of testing. Comments and/or questions should be directed to the TSA Project Lead and the TSA Site Lead.

2.5.2. Test Readiness Report (TRR)

This pre-ISAT activity is conducted by TSA Site Lead in coordination with the Airport Project Team (typically the BHS Contractor.) The purpose of this testing activity is to assure TSA of site readiness for ISAT and is a precursor for TSA authorization for TSA Test Lead to deploy. The Project Manager Team will be provided TRR data sheets by the TSA Site Lead. BHS/CBIS configuration and operation shall be in final form intended for bag screening operations. Unless mutually agreed to, changes/improvements to BHS/CBIS between TRR and ISAT are not authorized. The Project Manager Team must address security and efficiency defects found during TRR and be prepared to implement mutually agreed upon corrective actions prior to ISAT.

Required input from the Project Team will include:

Functional Testing Documentation: Testing authentication must be clearly reported and show every test with bag ID and declared status on printed EDS FDRs (Field Data Reports) and resulting bag destination. Ledger forms should show test date, type of test, identification of bag destination location, and ID number of the bags arriving at that location. Sample ledger forms will be provided in the SSTP.

- These reports should be organized and indexed in a loose-leaf binder(s)
- Each test shall conclude with an indication of successfully passing the required criteria of BHS specification and testing criteria and if conflict or failure exists, then so indicate with an explanation.
- Presentation of completed testing and TRR required documentation to TSA Site Lead not less than 7 business days prior to anticipated Pre-ISAT date is required.

Sort and Rate Test Observation: Sufficient numbers of test bags (no less than 100 test bags per EDS) will be utilized to "stress" the BHS/CBIS as would occur during peak operating times. Test bag set profile should be similar to Battelle profile.

- A real-time observation by TSA Site Lead of a global BHS/CBIS Sort and Rate Test using clear and suspect bags is required.
- All EDS equipment must be operational.
- All baggage entry points must be utilized.
- *After a successful TRR, TSA Deployment Lead approves start of ISAT testing and TSA Testing* Contractor Team normally arrives at airport within 3 business days.

2.5.3. Logistical Support Needs: The Project Manager shall identify any logistical or support needs that will impact TRR and ISAT testing, to include:

- any process needed to obtain sufficient baggage tags should the system use IATA baggage tracking mechanisms;
- any process needed to obtain airport badges/access for TSA Testing Contractor's personnel;
- availability of baggage handling support for testing activities; and
- availability of support for delivery and secure storage of the TSA Testing Contractor's test bags for ISAT (100 bags per EDS.)

2.5.4. ISAT Testing: The TSA's Testing Contractor will meet with the Project Manager Team at least 30 days prior to testing to coordinate the conduct of ISAT testing. The TSA Test Lead and the Project Manager Team will finalize details relating to the scheduling and duration of the testing. (Generally allow 1.5 days per EDS line and 1.5 days per each system Sort Testing and Rate Testing.)

2.5.5. Test Results and Reports

In the event of a Defects Found or Failed result during TRR or ISAT testing, the Project Manager Team shall report corrective actions to be applied and the timeline associated with said corrections. If constructed system fails testing, TSA will work with the Project Manager Team to identify corrective solutions. TSA is not obligated to accept or operate a baggage screening system that does not meet the minimum test standards.

2.5.6. Post ISAT and Run-in Activities: The TSA Site lead will conduct 30-day operational run-in observations of the system following successful ISAT testing.

The airport/airline/authority shall provide a written response outlining corrective actions that will be taken due to outstanding deficiencies, issues, and action items identified in the Test Report within three (3) months.

It is essential for the continued secure and efficient operation of the CBIS that changes to the system are evaluated, reviewed and approved before they are implemented. Changes made to the system subsequent to ISAT should be coordinated and approved in advance with TSA Deployment Team. Failure to do so will lead to TSA decertification of the baggage screening system. In some cases the TSA Testing Contractor will need to evaluate proposed changes to determine if they constitute modifications sufficient to warrant the development of a new SSTP and re-testing.

The following procedure is to be followed for all changes to CBIS systems other than those required for normal routine and periodic maintenance/repairs to the system. The airport/airline/authority responsible for the system shall assemble a package of information for submittal to TSA Office of Security Technology which includes the following minimum information.

- Written description of all physical and programming changes to the system
- Reason for proposed change
- Anticipated impact to system operations (i.e. increased throughput, lowered tracking losses, elimination of bag jams)
- Drawings showing affected areas

- Any potential security, tracking or efficiency impacts, including impact on manpower or operations
- Proposed date of changes
- Willingness of the airport or airline to pay for the changes to the system

This package shall be delivered to the applicable TSA FSD who shall review the package, adding any comments that he/she may have and forward the package to TSA Office of Security Technology.

The TSA Office of Security Technology will review the package. Once the review has been completed, the Office of Security Technology shall notify the airport/airline/authority and the applicable TSA FSD of the recommendations and testing requirements for the system changes.

Modification No. 1 to
MEMORANDUM OF AGREEMENT
Dated September 10, 2008

BETWEEN

UNITED STATES
DEPARTMENT OF HOMELAND SECURITY
TRANSPORTATION SECURITY ADMINISTRATION

AND

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

RELATING TO

BAGGAGE SCREENING PROJECTS FOR
John F. Kennedy International Airport (JFK)

Negotiated by the TSA pursuant to
Section 44923 of title 49, United States Code, as amended, and Division E, Department of Homeland Security Appropriations Act, 2008 of Public Law 110-161, the Consolidated Appropriations Act, 2008

HSTS04-08-H-CT1236

Per Article XII – Changes and/or Modifications, the purposes of this modification is to; 1) add the TSA Fiscal Year 2009 funding increment to Article IV – Project Cost and Allowable Costs and 2) update the TSA Points of Contact identified in Article VIII – Authorized Representatives. **Funding for this effort is increased by $78,000,000 from $85,000,000 to $163,000,000.**

Accordingly the following changes are made to the Agreement.

1. ARTICLE IV. PROJECT COSTS AND ALLOWABLE COSTS

Paragraph B of this article is deleted and replaced with the following:

B. Federal Share of Allowable Costs: The TSA, for and on behalf of the United States, shall pay as the United States share, ninety (90%) percent of the Allowable Costs (as such term is defined in Circular A-87) and identified in paragraph D of this Article incurred in accomplishing the Project described in this Agreement. The maximum obligation of the United States payable under this Agreement for Fiscal Year 2008 shall be:

Fiscal Year	TSA Funding
2008	

PR: 2108208CT1236
5CF08XB010D2008SWE041GE0132230062006622CTO-5906307200000000-252R-
TSA DIRECT-DEF. TASK

Fiscal Year	**TSA Funding**
2009	

PR: 2109209CT1338
5CF09XB010D2009SWE041GE013223006200622CTO-5906307200000000-251B-
TSA DIRECT-DEF. TASK

Total:

Funding for this effort is increased by **from**

2. ARTICLE VIII. AUTHORIZED REPRESENTATIVES

Paragraph A. of Article VIII- Authorized Representatives, the TSA Points of Contact is deleted and replaced with the following:

A. **TSA Points of Contact:**

Terry Spradlin
TSA Project Manager/Contracting Officer Technical Representative
Transportation Security Administration Headquarters
Office of Security Technology, TSA-16
1 West Post Office Road, S-08
Washington, DC 20528-6032
Phone: 571-227-1563
E-Mail Address: terry.spradlin@dhs.gov

Matthew Ashurst
Contracting Specialist
Transportation Security Administration
Office of Acquisition, TSA-25
601 South 12th Street
Arlington, VA 20598-6025
Phone: 571-227-5376
E-Mail Address: matthew.ashurst@dhs.gov

3. All other terms and conditions of the Agreement remain unchanged.

Signatures
The Parties have executed this Agreement in multiple copies, each of which is an original.

WITNESS:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

_____ **DATE:** 7/22/09
By: *Ernesto L. Butcher, Chief Operating Officer*

UNITED STATES
Department of Homeland Security
Transportation Security Administration

_____ **DATE:** 7.27.09
By: Connie Thornton, Contracting Officer

Copy to:
Federal Security Director, JFK
Office of Security Technology

EXHIBIT B

Letter of Credit

The Port Authority of New York & New Jersey
225 Park Avenue South, 12th Floor
New York, NY 10003

Date_____

Attn: CREDIT MANAGER

CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____(C)_____

At the request of _____(A)_____, we _____(B)_____ hereby open this CLEAN IRREVOCABLE LETTER OF CREDIT NO. _____(C)_____in your favor up to an aggregate of _____(D)_____ U.S. Dollars, available by your draft(s) on us at sight.

We warrant to you that all your drafts under this CLEAN IRREVOCABLE LETTER OF CREDIT WILL BE DULY HONORED UPON PRESENTATION OF YOUR DRAFT(S) drawn on us and presented to us at

_____(E)_____

____ on or before the expiration date set forth below or future expiration date as indicated below. Our obligation under this Letter of Credit is the individual obligation of the Bank, in no way contingent upon reimbursement thereto, or upon our ability to perfect any lien or security interest.

All drafts must be marked "Drawn Under _____(B)_____ Letter of Credit No. ___(C)____
dated _____". Partial drawings under this Letter of Credit are permitted.

This CLEAN IRREVOCABLE LETTER OF CREDIT expires at the close of business on _____(F)_____

This CLEAN IRREVOCABLE LETTER OF CREDIT shall be automatically extended without amendment for additional periods of one (1) year from the present or each future expiration date unless we have notified you in writing not less than sixty (60) days before such date that we elect not to extend the Letter of Credit for such additional period, such notice to be sent by registered or certified mail to you at the address herein. Upon receipt by you of such notice you may draw on us at sight for the balance remaining in this Letter of Credit within the then applicable expiration date, no statement required.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500.

_____
BANK OFFICER/REPRESENTATIVE

LEGEND:
A – INSERT APPLICANT NAME, I.E. TENANT OR LESSEE NAME
B – INSERT NAME OF ISSUING BANK
C – INSERT L/C IDENTIFICATION NUMBER
D – INSERT DOLLAR VALUE OF INSTRUMENT
E – INSERT EXACT ADDRESS OF LOCAL BANK BRANCH

F – INSERT EXPIRATION DATE OF LEASE PLUS 180 DAYS

*** Please instruct your Bank to have the Letter of Credit issued in the above format in "Draft" form and fax to Michael Mayurnik, Credit Manger, at (212) 435-5846 for approval **PRIOR** to issuance in "Original" form. Otherwise, the Letter of Credit can be rejected. If you are in need of further assistance, Mr. Mayurnik can be reached at (212) 435-5838. ****

DIRECTION OF NATIONAL PUBLIC FINANCE GUARANTEE CORPORATION

The Bank of New York, as Trustee
JFK International Air Terminal LLC
The Port Authority of New York and New Jersey

Re: Sixth Supplemental Agreement to Lease No. AYC-685

Ladies and Gentlemen:

Reference is made to that certain *(i)* Trust Administration Agreement, dated as of May 13, 1997, between JFK International Air Terminal LLC, a New York limited liability company ("**IAT**"), and The Bank of New York Mellon (f/k/a The Bank of New York), as trustee (the "**Trustee**") (as the same may be amended from time to time, the "**Trust Administration Agreement**"), and *(ii)* Amended and Restated Port Authority Financing Consent and Agreement, dated as of December 9, 2010, among The Port Authority of New York and New Jersey (the "**Port Authority**"), National Public Finance Guarantee Corporation, a stock insurance corporation ("**National**"), IAT and the Trustee (as the same may be amended from time to time, the "**Port Authority Financing Consent and Agreement**"). Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Trust Administration Agreement.

The undersigned certifies that, National is duly organized and existing under the laws of the State of New York, and further certifies that *(i)* National is the reinsurer of the **Bond Insurance Policy** (as defined in the Port Authority Financing Consent and Agreement) pursuant to the Amended and Restated Quota Share Reinsurance Agreement effective as of January 1, 2009, by and between MBIA Insurance Corporation ("**MBIA**") and MBIA Insurance Corp. of Illinois, now known as National Public Finance Guarantee Corporation, and *(ii)* National is the agent of MBIA for administrative and other services with respect to the Bond Insurance Policy pursuant to an Administrative Services Agreement, dated February 17, 2009, by and between National and MBIA. In connection with the issuance of the $934,100,000 The Port Authority of New York and New Jersey, Special Project Bonds, Series 6 (JFK International Air Terminal LLC Project) (the **"Series 6 Bonds"**) by the Port Authority, MBIA issued the Bond Insurance Policy insuring principal and interest payments on the Series 6 Bonds. The undersigned, on behalf of National, hereby represents as follows:

1. MBIA issued the Bond Insurance Policy securing the scheduled payment of principal of and interest on the Series 6 Bonds.

2. The total aggregate principal amount of the Series 6 Bonds Outstanding are Insured Bonds (as defined in the Port Authority Financing Consent and Agreement), the Bond Insurance Policy is in effect, and that MBIA is not in default under the Bond Insurance Policy.

3. The Port Authority of New York and New Jersey Special Project Bonds, Series 8, (JFK International Air Terminal LLC Project) (the "**Series 8 Bonds**") were issued on or about December 9, 2010 to finance the costs of expansion of Terminal 4 (the "**Series 8 Bond Financing**"). In connection with the Series 8 Bond Financing, the Port Authority and IAT entered into a Fifth Supplemental Agreement to Lease No. AYC-685, dated as of December 9, 2010, which further supplemented and amended that certain agreement of lease, dated May 13, 1997, bearing Port Authority Lease number AYC-685, between IAT and the Port Authority (as supplemented and amended from time to time, the

"**Lease**"). The Port Authority and IAT propose to enter into a Sixth Supplemental Agreement to Lease No. AYC-685 (the "**Sixth Supplement**") to further supplement and amend the Lease, and IAT has requested that National provide a Direction (as defined in the Port Authority Financing Consent and Agreement) to the Trustee consenting to the execution and delivery of the Sixth Supplement by the Port Authority and IAT.

4. Pursuant to Section 16(a)(iv) of the Port Authority Financing Consent and Agreement, National, as deemed owner of a principal amount of the Series 6 Bonds equal to the amount of the Insured Bonds, hereby gives a Direction to the Trustee consenting to the execution and delivery of the Sixth Supplement by the Port Authority and IAT.

[signature page follows]

EXECUTION COPY

IN WITNESS WHEREOF, the undersigned has hereto caused this Direction of National Public Finance Guarantee Corporation to be duly executed as of the date set out below.

NATIONAL PUBLIC FINANCE GUARANTEE CORPORATION

By: Adam Beeger
Title: CHIEF RISK OFFICER

Effective Date: October 30, 2012

LEASE AYC-190

JOHN F. KENNEDY INTERNATIONAL AIRPORT

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

AND

TERMINAL ONE GROUP ASSOCIATION, L.P.
(The Lessee)

TABLE OF CONTENTS

LEASE AYC-190

Section 1.	Letting	1
Section 2.	Construction by the Lessee	2
Section 3.	Term	25
Section 3A.	Effect of the Basic Lease Extension	25
Section 3B.	Lessee's Request for Further Extension	30
Section 4.	Rental	35
Section 5.	Use of Premises	55
Section 6.	Obligations in Connection with the Conduct of the Lessee's Business at the Premises	60
Section 7.	Federal Airport Aid	61
Section 8.	Method of Operation	62
Section 9.	Ingress and Egress	63
ction 10.	Compliance with Governmental Requirements	64
Section 11.	Rules and Regulations	66
Section 12.	Various Obligations of the Lessee	67
Section 13.	Prohibited Acts	70
Section 14.	Care, Maintenance, Rebuilding and Repair by the Lessee	73
Section 15.	Insurance	76
Section 16.	Damage to or Destruction of the Premises	78
Section 17.	Assumption of Maintenance and Repair of the Premises by the Port Authority	79
Section 18.	Joint Periodic Condition Survey	86
Section 19.	Indemnity and Liability Insurance	90
ction 20.	Signs	94
tion 21.	Obstruction Lights	94

Section 22.	Additional Rent and Charges	95
Section 23.	Late Charges	95
Section 24.	Rights of Entry Reserved	96
Section 25.	Condemnation	98
Section 26.	Right of Termination - Partnership Changes/Securities Ownership	102
Section 27.	Assignment to a Trust	108
Section 28.	Assignment and Sublease	109
Section 29.	Termination by the Port Authority	116
Section 30.	Additional Rights of the Port Authority as to Portions of the Premises	119
Section 31.	Right of Re-Entry	124
Section 32.	Waiver of Redemption	125
Section 33.	Survival of the Obligations of the Lessee	125
Section 34.	Reletting by the Port Authority	128
Section 35.	Remedies to be Non-Exclusive	129
Section 36.	Surrender	129
Section 37.	Acceptance of Surrender of Lease	129
Section 38.	Books and Records	130
Section 39.	Effect of Basic Lease	131
Section 40.	Removal of Property	132
Section 41.	Purchase of Property	132
Section 42.	Brokerage	133
Section 43.	Limitation of Rights and Privileges Granted	133
Section 44.	Notices	134
Section 45.	Facilities Non-Discrimination	135
Section 46.	Affirmative Action	136

Section 47.	The Lessee's Ongoing Affirmative Action Equal Opportunity Commitment	137
Section 48.	Other Construction by the Lessee	139
Section 49.	Place of Payments	140
Section 50.	Construction and Application of Terms	140
Section 51.	Non-liability of Individuals	141
Section 52.	Termination by the Lessee	141
Section 53.	Effect of Termination by the Lessee	142
Section 54.	Abatement	143
Section 55.	Services to the Lessee	143
Section 56.	The Central Heating and Refrigeration Facility	146
Section 56A.	Cogeneration Facility	155
Section 57.	Relationship of the Parties	161
Section 58.	Obligor Agreements of Airline Partners as Joint and "Step-up" Obligors	162
Section 59.	Consumer Services	163
Section 60.	Restaurant and Bar	164
Section 61.	Vending Machines, Public Telephones, Advertising Displays	166
Section 62.	Insurance Covering Air Transportation	167
Section 63.	Newsstands	168
Section 64.	Duty-Free Shop	171
Section 65.	Foreign Currency Exchange	173
Section 66.	Retail Banking	174
Section 67.	Other Consumer Services	176
Section 68.	Subletting of the Premises for Consumer Services	178
Section 69.	Obligations in Connection with Consumer Services Agreements	179

Section 70.	Club Rooms	180
Section 71.	Ground Transportation Services	181
Section 72.	Observation Deck	182
Section 73.	Force Majeure	183
Section 74.	Federal Inspection	183
Section 75.	Rotary Wing and Tilt-Rotor Operations	183
Section 76.	Ground Transportation	184
Section 77.	Airline Service Standards	188
Section 78.	Ground Transportation Within the Central Terminal Area	188
Section 79.	Future Airport Transportation Facilities and Operations and Use of Portions of the Premises	198
Section 80.	Restrictions on Use of Passenger Terminal Frontage Roadways - Use of Airport Taxi Dispatchers - Addition of Roadway Area to the Premises	200
Section 81.	Lessee's Financial Condition - Limitation of Lease Term - Triggering Events	204
Section 82.	Requesting Airlines at the Airport	207
Section 83.	Security Deposit	208
Section 84.	Itinerant Aircraft	213
Section 85.	Definitions	214
Section 86.	In-Flight Meals	219
Section 87.	Certain Environmental Testing and Clean-up Obligations	221
Section 88.	Port Authority Construction Payments - On-Premises Roadway Work and Certain Off-Premises Utilities Construction	233
Section 89.	Off-Premises Vehicular Ramps - Port Authority Limited Payments	241
Section 90.	General Airport Agreement	246
Section 91.	Entire Agreement	247

EXHIBITS

Exhibit A (Sheet 1 of 2).....Space Sketch
Exhibit A (Sheet 2 of 2).....Data
Exhibit B.....Site Lines
Exhibit C.....Off-Premises Vehicular Ramps
Exhibit S.....Central Terminal Area
Exhibit X.....Financial Triggers
Exhibit CSL.....Form of Consent to Sublease Agreement
Exhibit M.....Section 87 Existing Condition Exhibit
Exhibit N.....Monthly Additional Facility Rental Final
.....Installment Illustration Exhibit

SCHEDULE

Schedule E.....Affirmative Action
Guidelines

TOGA694.1

John F. Kennedy International Airport
Lease No. AYC-190

AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE, made effective as of the 13th day of July, 1994, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority"), a body corporate and politic, established by Compact between the States of New Jersey and New York with the consent of the Congress of the United States of America, and having an office at One World Trade Center, in the Borough of Manhattan, City, County and State of New York, and TERMINAL ONE GROUP ASSOCIATION, L.P., a limited partnership formed under the laws of the State of New York (hereinafter called "the Lessee"), having an office and place of business at Building 14, JFK International Airport, Jamaica, New York 11430 and having one general partner, Terminal One Management, Inc., a corporation organized and existing under the laws of the State of New York, and four limited partners, as follows: Compagnie Nationale Air France, Japan Airlines Company, Ltd., Korean Air Lines Co., Ltd., and Deutsche Lufthansa Aktiengesellschaft, and the Lessee's representative is Mr. Dieter Bergt, Chief Executive Officer of said Terminal One Management, Inc.

WITNESSETH, That:

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

Section 1. Letting

(a) The Port Authority hereby lets to the Lessee and the Lessee hereby hires and takes from the Port Authority at John F. Kennedy International Airport (sometimes hereinafter referred to as "the Airport") in the Borough of Queens, City and State of New York, the land shown in hatch and in stipple-hatch on the sketch attached hereto hereby made a part hereof and marked "Exhibit A (2 sheets)" together with all buildings (including without limitation the building known as Building No. 55), improvements and structures located thereon, and together with the fixtures, improvements and other property of the Port Authority, if any, located therein, thereon or thereunder, and all of the foregoing being sometimes hereinafter referred to as the "Site", the Site and all structures, improvements, additions, buildings and facilities located, constructed or installed or to be located, constructed or installed therein, thereon or thereunder, being hereinafter collectively referred to as "the

premises". The parties acknowledge that the premises constitute nonresidential real property.

(b) Except to the extent required for the performance of any of the obligations of the Lessee hereunder nothing contained in this Agreement shall grant to the Lessee any rights whatsoever in the air space above the premises in excess of the height elevation limitations described in Exhibits A and B.

(c) Subject only to the appropriate written concurrence of the tenants or users as set forth below in this paragraph (c), the strip of land lying along and within the easterly (directions set forth in this paragraph (c) are true) boundary line of the premises (which strip is shown in stipple-hatch on Exhibit A, together with the corresponding contiguous strip of land lying along and within the westerly boundary of space forming a part of the areas collectively known as Terminal No. 1A and immediately abutting on the easterly side of the premises (which strip is shown in cross-hatch on Exhibit A) shall be subject to a joint and mutual easement for a taxiway to be used jointly by the Lessee and the tenants, occupants and permittees of Terminal No. 1A or by any successors in interest of the Lessee or said persons or sublessees or other occupants or users who, pursuant to Port Authority permission, may occupy or use the premises herein or Terminal 1A and such rights of easement for such taxiway purposes shall continue during the effective periods of the respective agreements covering or which may cover the same.

Section 2. Construction by the Lessee

(a) The Lessee shall, prior to its submission to the Port Authority of the plans and specifications hereinafter provided for, submit to the Port Authority for its consent, the Lessee's comprehensive plan for the development of the Site, including but not limited to renderings, layouts, locations, models, estimated commencement and completion dates, and preliminary functional plans.

Without limiting the above, the Lessee agrees that said comprehensive plan shall include the construction on and under the Site of:

(i) A three (3) level passenger terminal building consisting of approximately 600,000 square feet of floor space, the foregoing together with all associated and related areas and facilities, including but not limited to stairwells, stairways, escalators, elevators, and United States government inspection areas (as described in Section 74 hereof);

(ii) Not less than ten (10) aircraft loading and unloading gate positions, that will accommodate both wide-body aircraft and narrowbody aircraft, together with all associated and related areas and facilities including without limitation

passenger boarding gate lounges, said aircraft gate positions being herein collectively called "the Aircraft Gate Positions";

(iii) All appropriate work for the construction of general utility and mechanical equipment rooms and spaces and crawl spaces within the Passenger Terminal Facilities (as hereinafter defined);

(iv) All appropriate work for the construction of the concession areas to be made available for consumer services as more fully described and set forth in Sections 59 through 71 including without limitation the construction and installation of utility lines which are to serve the said concession areas as and to the extent such work is not to be performed by a consumer service operator pursuant to its agreement with the Port Authority;

(v) The construction and installation of all appropriate lines, pipes, mains, cables, manholes, wires, conduits and other facilities required in connection with or relating to the mechanical, utility, electrical, storm sewer, sanitary sewer, telephone, fire alarm, fire protection, gas and other systems including all necessary relocations, and all work necessary or required to tie the foregoing to the utility access stubs now existing which include water, electrical power, sanitary service lines, including all necessary valves and other equipment and accessories necessary to the use and operation of the heating, electrical, water and other utility systems which are to serve the premises;

(vi) The construction and installation of additions and modifications to the underground fuel System, including but not limited to additions and modifications to the Airline Terminal Portion of the Underground Fuel System located within the Site (as such terms are defined in Section 4.021 of the General Airport Agreement as defined in Section 85 hereof) and underground pipelines, fuel mains, and stubs necessary or required to tie into the Distribution Portion of the Underground Fuel System at the Airport to accommodate and serve the premises and all aircraft gate positions located or to be located at the premises;

(vii) All work necessary or required to tie into Port Authority supply lines for high temperature hot water for heating and domestic use purposes only and chilled water for air conditioning purposes only, in accordance with the requirements and specifications as set forth in Section 56 hereof;

(viii) Upper level and lower level roadways on the area shown in diagonal hatch on Exhibit C and all other necessary or appropriate ground and elevated roadways, ramps, sidewalks, vehicular service areas, and vehicular staging areas, and pedestrian circulation areas, together with all related and associated areas and facilities (the foregoing being herein sometimes called the "circulation areas" and the portion of the construction work consisting solely of the aforesaid upper level and lower level roadways, vehicular service areas and vehicular staging areas described in this clause (viii) is also sometimes hereinafter referred to as the "On-Premises Roadway Work");

(ix) All necessary or appropriate aircraft ramp and apron areas;

(x) All grading and paving of ground areas and appropriate landscaping together with all related and associated work;

(xi) The demolition of Building No. 55 and all other existing buildings, improvements and structures on the Site and including but not limited to all appropriate, required or necessary work for the removal of all asbestos from the premises and including the handling, transporting and off-Airport disposal thereof in a long-term asbestos-only disposal facility;

(xii) All taxiways, taxiway access stubs, and associated and related areas and facilities including without limitation all appropriate or necessary work for the construction of an aircraft taxiway on the areas shown in stipple-hatch on Exhibit A;

(xiii) All necessary or required blast fences and other fencing;

(xiv) All other appropriate or necessary work in connection with the foregoing items, including without limitation thereto, all borings, surveys, route marker signs, obstruction lights and material inspections and also including all other tie-ins to utility lines and roadway access stubs.

All of the foregoing work shall be constructed by the Lessee on the Site and off the Site where required, and where constructed on the Site shall be and become a part of the premises under the Lease. All of the foregoing work and any other work which the Lessee includes in its comprehensive plan and which is consented to by the Port Authority are sometimes herein collectively referred to as "the Passenger Terminal Facilities".

The Lessee shall keep the comprehensive plan covered by this paragraph (a) (including the work covered by paragraph (b) below) up to date and shall submit to the Port Authority for its prior approval any amendments, revisions, or modifications thereof.

(b) In addition to all the hereinabove mentioned, the Lessee shall include as part of its comprehensive plan submitted in accordance with paragraph (a) hereof the construction of the following work, which construction, however, shall not be on the Site and shall not be part of the premises under the Lease. Said work shall include:

(i) New elevated airport roads on the areas shown generally in diagonal hatch on Exhibit C, attached hereto, hereby made a part hereof, to which certain portions of the circulation areas would connect (hereinafter called the "Off-Premises Vehicular Ramps" and such portion of the construction work being hereinafter sometimes called the "Off-Premises Vehicular Ramps Work"), as well as any and all associated or related extension, widening, relocation and rehabilitation of existing Airport roads, together with all appropriate ground lighting, lines, pipes, drains, wires, cables, manholes and conduits and other facilities; all of the foregoing being sometimes hereinafter collectively called the "Off-Premises Roads";

(ii) All necessary or appropriate work for the construction of an aircraft taxiway shown on the area shown in cross-hatch on Exhibit A;

(iii) All appropriate utility lines, pipes, drains, wires, cables, conduits and other facilities located off the Site necessary so as to tie the Passenger Terminal Facilities into the service lines for the supply of water, electrical power, gas, telephone, sanitary and storm sewers to such location off the premises as the Port Authority may designate, (including without limitation to the service lines for the Facility described in Section 56A hereof), the foregoing being respectively called "the water lines", or "the electric lines", "gas lines", "sanitary lines" and all of the foregoing being hereinafter called the "Off-Premises Utility Lines construction."

All of the foregoing in this paragraph (b) shall be constructed by the Lessee off the Site and shall not be or become a part of the premises under the Lease and is hereinafter collectively referred to as the "Off-Premises Work".

(c) (1) The Lessee agrees at its sole cost and expense to design and to construct the Passenger Terminal Facilities on

the premises as described in paragraph (a) above and to design and construct the Off-Premises Work outside the premises as described in paragraph (b) above, such design and construction of the said work and both the Passenger Terminal Facilities and the Off-Premises Work being sometimes hereinafter collectively referred to as "the construction work".

(2) Prior to the commencement of the construction work, the Lessee shall submit to the Port Authority for the Port Authority's approval complete plans and specifications therefor. The Port Authority may refuse to grant approval with respect to the construction work if, in its opinion, any of the proposed construction work as set forth in said plans and specifications (all of which shall be in such detail as may reasonably permit the Port Authority to make a determination as to whether the requirements hereinafter referred to are met) shall:

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

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

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

(iv) Not provide for sufficient clearances for taxiways, runways and apron areas, or

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

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

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

(viii) Not be at locations or not be oriented in accordance with the Lessee's approved comprehensive plan, or

(ix) Not comply with the provisions of the Basic Lease, including without limiting the generality thereof, those provisions of the Basic Lease providing that the Port Authority will conform to the enactments, ordinances, resolutions and regulations of the City of New York and its various departments,

boards and businesses in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection which would be applicable if the Port Authority were a private corporation to the extent that the Port Authority finds it practicable so to do, or

(x) Permit aircraft to overhang the boundary of the premises, except when entering or leaving the premises, or

(xi) Be in violation or contravention of any other provisions and terms of this Agreement, or

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

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

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

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

(xvi) Not comply with the construction limitations set forth in Exhibit A if any, or

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

(3) In addition to and without limiting the foregoing, with respect to the portion of the construction work representing the Off-Premises Work, the Lessee's design thereof and the said plans and specifications shall be subject to the complete prior written approval of the Port Authority and the Lessee shall make all changes and modifications to the said design, plans and specifications as may be required or recommended by the Port Authority.

(d) All construction work shall be done in accordance with the following terms and conditions:

(1) The Lessee hereby assumes the risk of loss or damage to all of the construction work prior to the completion thereof and the risk of loss or damage to all property of the Port

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

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

(2) Prior to engaging or retaining an architect or architects for the construction work, the name or names of said architect or architects shall be submitted to the Port Authority for its approval. The Port Authority shall have the right to disapprove any architect who may be unacceptable to it. All construction work shall be done in accordance with plans and specifications to be submitted to and approved by the Port Authority prior to the commencement of the construction work, and until such approval has been obtained the Lessee shall continue

to resubmit plans and specifications as required. Upon approval of such plans and specifications by the Port Authority, the Lessee shall proceed diligently at its sole cost and expense to perform the construction work. All construction work, including workmanship and materials, shall be of first class quality. The Lessee shall re-do, replace or construct at its own cost and expense, any construction work not done in accordance with the approved plans and specifications, the provisions of this Section 2 or any further requirements of the Port Authority.

The Lessee shall expend not less than (Ex. 2.a.) with respect to the construction work. The Lessee shall complete the construction work no later than September 30, 1998.

(3) Prior to entering into a contract for any part of the construction work, the Lessee shall submit to the Port Authority for its approval the names of the contractors to whom the Lessee proposes to award said contracts. The Port Authority shall have the right to disapprove any contractor who may be unacceptable to it. The Lessee shall include in all such contracts such provisions and conditions as may be reasonably required by the Port Authority. Without limiting the generality of the foregoing all of the Lessee's construction contracts shall provide as follows: "If (i) the Contractor fails to perform any of his obligations under the Contract, including his obligation to the Lessee to pay any claims lawfully made against him by any materialman, subcontractor or workman or other third person which arises out of or in connection with the performance of the Contract or (ii) any claim (just or unjust) which arises out of or in connection with the Contract is made against the Lessee or (iii) any subcontractor under the Contract fails to pay any claims, lawfully made against him by any materialman, subcontractor, workman or other third persons which arises out of or in connection with the Contract or if in the Lessee's opinion any of the aforesaid contingencies is likely to arise, then the Lessee shall have the right, in its discretion, to withhold out of any payment (final or otherwise and even though such payments have already been certified as due) such sums as the Lessee may deem ample to protect it against delay or loss or to assume the payment of just claims of third persons, and to apply such sums in such manner as the Lessee may deem proper to secure such protection or satisfy such claims. All sums so applied shall be deducted from the Contractor's compensation. Omission by the Lessee to withhold out of any payment, final or otherwise, a sum for any of the above contingencies, even though such contingency has occurred at the time of such payment, shall not be deemed to indicate that the Lessee does not intend to exercise its right with respect to such contingency. Neither the above provisions

for rights of the Lessee to withhold and apply monies nor any exercise, or attempted exercise of, or omission to exercise such rights by the Lessee shall create any obligation of any kind to such materialmen, subcontractors, workmen or other third persons. Until actual payment is made to the Contractor, his right to any amount to be paid under the Contract (even though such amount has already been certified as due) shall be subordinate to the rights of the Lessee under this provision."

The Lessee shall file with the Port Authority a copy of its contracts with its contractors prior to start of the construction work.

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

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

(6) The Port Authority shall have the right, through its duly designated representatives, to inspect the construction work and the plans and specifications thereof, at any and all reasonable times during the progress thereof and from time to time, in its

discretion, to take samples and perform testing on any part of the construction work.

(7) The Lessee agrees that it shall deliver to the Port Authority two (2) sets of "as built" microfilm drawings of the construction work mounted on aperture cards, all of which shall conform to the specifications of the Port Authority (the receipt of a copy of said specifications prior to the execution of this Lease being hereby acknowledged by the Lessee), and the Lessee shall during the term of this Lease keep said drawings current showing thereon any changes or modifications which may be made. (No changes or modifications shall be made without prior Port Authority consent).

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

(9) Any soil, dirt, sand or other matter (hereinafter in this item (9) collectively called the "matter") excavated by the Lessee during the course of the construction work and not used at the Site shall be delivered and deposited by the Lessee at its expense to any location on the Airport or to any location off the Airport within the Port of New York District as may be designated by the Port Authority, subject to and in accordance with the provisions of Section 87 hereof. The entire proceeds, if any, of the sale or other disposition of the matter shall belong to the Port Authority. Notwithstanding the foregoing the Port Authority may elect by prior written notice to the Lessee to waive any rights it may have hereunder as to all or portions of the matter in which event the Lessee at its expense shall dispose of the same without further instruction from the Port Authority, subject to and in accordance with Section 87 hereof.

(10) The Lessee shall pay or cause to be paid 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 construction work, and shall cause its contractors and subcontractors to pay all such claims lawfully made against them, <u>provided</u>, <u>however</u>, that nothing herein contained shall be construed to limit the right of the Lessee to contest any claim of a contractor, subcontractor, materialman, workman and/or other person and no such claim shall be considered to be an obligation of the Lessee within the meaning of this Section unless and

until the same shall have been finally adjudicated. The Lessee shall use its best efforts to resolve any such claims and shall, keep the Port Authority fully informed of its actions with respect thereto. Nothing herein contained shall be deemed to constitute consent to the creation of any liens or claims against the premises or any other part of the Airport nor to create any rights in said third persons against the Port Authority.

(11) (i) The Lessee 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 property damage endorsement, and with a contractual liability endorsement covering the obligations assumed by the Lessee pursuant to subparagraphs (1) and (5) of this paragraph (d), and Comprehensive Automobile Liability insurance covering owned, non-owned and hired vehicles. The said Comprehensive General Liability insurance policy shall have a limit of not less than $25,000,000.00 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 $25,000,000.00 combined single limit per accident for bodily injury and property damage liability; further, with respect solely to the portions of the construction work consisting of asbestos removal/abatement, in the event the aforesaid $25,000,000 limit is in fact in a limit commercially unavailable to the Lessee or its independent contractor, then the policy to be procured and maintained by the Lessee or its independent contractor(s) in accordance herewith and pursuant hereto with respect solely to said asbestos removal/abatement portions of the construction work shall be a Comprehensive General Liability Policy in a limit of not less than $10,000,000 combined single limit per occurrence for bodily injury and property damage liability and each such policy shall be project specific with respect to said portions of the construction work.

The foregoing shall be in addition to all policies of insurance otherwise required by this Agreement, or the Lessee may provide such insurance by requiring each contractor engaged by it for the construction work to procure and maintain such insurance including such contractual liability endorsement, said insurance, whether procured by the Lessee or by a contractor engaged by it as aforesaid, not to contain any exclusion for bodily injury to or sickness, disease or death of any employee of the Lessee or of any of its contractors which would conflict with or in any way impair coverage under the contractual liability endorsement. Further the Lessee shall provide and maintain or shall require each contractor engaged by it for the construction work, or any portion thereof, to provide and maintain contractor's property and equipment coverage

for the full value of such property and equipment with the Port Authority insured thereunder as its interests may appear. The said policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Lessee thereunder with respect to any claim or action against the Lessee by a third person shall pertain and apply with like effect with respect to any claim or action against the Lessee by the Port Authority, and shall also provide or contain an endorsement providing that the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Lessee or its contractor(s) shall be the same as the protections afforded the Lessee thereunder with respect to any claim or action against the Lessee by a third person as if the Port Authority were the named insured thereunder; but such endorsement shall not limit, vary or affect the protections afforded the Port Authority thereunder as an additional insured.

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

(iii) The insurance required hereunder in this subparagraph (11) shall be maintained in effect during the performance of the construction work and shall be in compliance with and subject to the provisions of paragraph (e) of Section 19 hereof.

(12) The Lessee shall be under no obligation to reimburse the Port Authority for expenses incurred by the Port Authority in connection with its normal review and approval of the original plans and specifications submitted by the Lessee pursuant to this Section. The Lessee however agrees to pay to the Port Authority upon its demand the expenses incurred by the Port Authority in connection with any additional review for approval of any changes, modifications or revisions of the original plans and specifications which may be proposed by the Lessee for the Port Authority's approval. The expenses of the Port Authority for any such additional review and approval shall be computed on the basis of direct payroll time expended in connection therewith plus 100%. Wherever in this Lease reference is made to "direct payroll time", costs computed thereunder shall include a prorata share of the cost to the Port Authority of providing employee benefits, including, but not limited to, pensions, hospitalization, medical and life insurance, vacations and holidays. Such computations shall be in accordance with the Port Authority's accounting principles as consistently applied prior to the execution of this Lease.

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

(14) The Lessee shall procure and maintain Builder's Risk (All Risk) Completed Value Insurance covering the construction work during the performance thereof including material delivered to the Site but not attached to the realty. Such insurance shall be in compliance with and subject to the applicable provisions set forth herein and shall name the Port Authority, the City of New York, the Lessee and its contractors and subcontractors as additional assureds and such policy shall provide that the loss shall be adjusted with and payable to the Lessee. Such proceeds shall be used by the Lessee for the repair, replacement or rebuilding of the construction work and any excess shall be paid over to the Port Authority. The policies or certificates representing insurance covered by this paragraph (14) shall be delivered by the Lessee to the Port Authority at least thirty (30) days prior to the commencement of construction of the construction work, and each policy or certificate delivered shall bear the endorsement of or be accompanied by evidence of payment of the premium thereof and, also, a valid provision obligating the insurance company to furnish the Port Authority and the City of New York thirty (30) days' advance notice of the cancellation, 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 thirty (30) days before the expiration of the insurance which such policies are to renew.

The insurance covered by this paragraph (14) shall be written by companies approved by the Port Authority, the Port Authority covenanting and agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to the form or substance or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Lessee shall promptly obtain a new and satisfactory policy in replacement, the Port Authority covenanting and agreeing not to act unreasonably hereunder. If at any time the Port Authority so requests, a certified copy of each of the said policies shall be delivered to the Port Authority.

As to the insurance covered by the above provisions, the Lessee expressly agrees that the Port Authority shall have the right at any time and from time to time to pay directly to the insurance company the premium or premiums on such insurance, with notice to the Lessee of the same given concurrently or within a

reasonable period of time thereafter, and the Lessee hereby further agrees to reimburse to the Port Authority the amounts of any and all such premium payments made by the Port Authority promptly and no later than thirty (30) days from the date of the Port Authority's submission to the Lessee of a bill or bills for said amounts; further, and to effectuate the foregoing, the Lessee agrees that each policy of insurance shall, without limiting any other term or provision hereof, contain a valid provision obligating the insurance company (i) to submit any duplicate copies to the Port Authority of all premium notices, including without limitation any notices of non-payment of premium, said insurance company sends to or is required to send to the Lessee (ii) to accept payment of any such premium directly from the Port Authority in the event the Port Authority elects to make such payment, upon failure of the Lessee to make any such premium payment, prior to any termination or cancellation of such insurance for non-payment of premium; it being understood and agreed that neither the foregoing, nor any payment made or not made by the Port Authority nor any notice given by the Port Authority hereunder shall or shall be deemed to release or relieve the Lessee from any of the terms, covenants, provisions and conditions under this Agreement or under the Lessee's insurance policy nor to constitute or create any obligation on the part of the Port Authority to the Lessee or the insurance company to make such payment or any other or further payment or payments nor to constitute or create any claim or right in the Lessee or any other person to have any such payment or any other or further payment or payments made by the Port Authority.

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

(16) The Lessee shall execute and submit for the Port Authority's approval a Construction Application or Applications in the form prescribed by the Port Authority covering the construction work or portions thereof. The Lessee shall comply with all the terms and provisions of the approved Construction Applications. In the event of any inconsistency between the terms of any Construction Application and the terms of this Lease, the terms of this Lease shall prevail and control.

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

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

(ii) In addition to and without limiting any terms and provisions of this Lease, the Lessee shall provide in its contracts

and all subcontracts covering the construction work or any portion thereof, that:

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

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

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

(dd) The contractor will include the provisions of subparagraphs (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.

(e) In addition to and without limiting the terms and conditions set forth in paragraph (d) above, the portion of the construction work representing the Off-Premises Work shall be done in accordance with the following further terms and conditions:

(1) In addition to the submission of the names of the architects and contractors for Port Authority approval as required

by subparagraphs (2) and (3) of paragraph (d) of Section 2 hereof, all proposed contracts covering the portion of the construction work representing the Off-Premises Vehicular Ramps Work, or any portion thereof, or the Off-Premises Utilities Construction, or any portion thereof submitted for Port Authority approval shall be subject to disapproval including but not limited to the disapproval of any contract the costs of which are not acceptable to the Port Authority. The Lessee shall include in all such contracts such provisions and conditions as may be required by the Port Authority. The Port Authority shall have the right to audit the books of any contractor with respect to any proposed contract covering the Off-Premises Work, or any portion thereof or the Off-Premises Utilities Construction or any portion thereof. It is expressly understood and agreed that in the event any proposed contract covers the construction of both Passenger Terminal Facilities, or any portion thereof, as well as Off-Premises Vehicular Ramps Work, or any portion thereof, or the Off-Premises Utilities Construction, or any portion thereof then the contract shall contain an allocation of costs between the Passenger Terminal Facilities and the Off-Premises Vehicular Ramps Work, or shall set forth a method for properly determining the allocation of such costs, provided, however, that if such contract does not properly allocate said costs or set forth a method for the allocation of said costs the Port Authority shall determine the costs thereof that are applicable to the Off-Premises Vehicular Ramps Work, or any portion thereof or the Off-Premises Utilities Construction, or any portion thereof. It is further understood and agreed that the Port Authority shall have as full a right to require the use of competitive bidding and award, or other basis of award, for the construction of the Off-Premises Vehicular Ramps Work, or any portion thereof, or the Off-Premises Utilities Construction, or any portion thereof as if such construction were to be performed by the Port Authority. The Lessee shall not enter into any proposed contract covering the Off-Premises Vehicular Ramps Work, or any portion thereof, or the Off-Premises Utilities Construction, or any portion thereof without the prior written approval of the Port Authority, in accordance with the foregoing.

(2) The Lessee hereby specifically agrees that notwithstanding the Port Authority's approval of any Construction Application the Lessee shall, as directed by the Port Authority, design and make such changes or modifications in the Off-Premises Work and the Off-Premises Utilities Construction as may be required by the Port Authority, which changes and modifications will become a part of the Construction Application. Furthermore, the Off-Premises Work and the Off-Premises Utilities Construction will be constructed in accordance with and subject to any conditions which may be imposed by the General Manager of the Airport. The Lessee hereby agrees to perform all work and services in connection with any such change or modification not

covered by any proposed contract for the Off-Premises Work and the Off-Premises Utilities Construction. The Port Authority shall have the right to approve in writing such work or services and the cost of each item of such work or services.

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

(1) The performance by the Lessee of the work covered by any request as aforesaid will be at its sole risk and if for any reason the plans and specifications for the construction work are not approved by the Port Authority or if the approval thereof calls for modifications or changes in the work undertaken by the Lessee under any approval granted by the Port Authority pursuant to this paragraph (f), the Lessee will, as directed by the Port Authority, at its sole cost and expense, either restore the area affected to the condition existing prior to the commencement of any such work or make such modifications and changes in any such work as may be required by the Port Authority.

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

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

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

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

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

(7) It is hereby expressly understood and agreed that neither the field engineer covered by paragraph (g) hereof nor the Resident Engineer of the Port Authority at the Airport has any authority to approve any plans and specifications of the Lessee with respect to the construction work, to approve the construction by the Lessee of any portion of the construction work or to agree to any variation by the Lessee from compliance with the terms of this Lease, or the Construction Application or the approval letter with respect to the construction work. Notwithstanding the foregoing, should the field engineer or the Resident Engineer give any directions or approvals with respect to the Lessee's performance of any portion of the construction work which are contrary to the provisions of this Lease, the Construction Application or the approval letter, said directions or approvals shall not affect the obligations of the Lessee as set forth herein nor release or relieve the Lessee from the

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

(8) Without limiting the discretion of the Port Authority hereunder, the Port Authority hereby specifically advises the Lessee that even if the Port Authority hereafter in the exercise of its discretion wishes to grant approvals under this paragraph (f), it may be unable to do so, so as to permit the Lessee to continue work without interruption following its completion of the work covered by any prior approval hereunder. The Lessee hereby acknowledges that if it commences work pursuant to this paragraph (f), it shall do so with full knowledge that there may not be continuity by it in the performance of its construction work under the procedures of this paragraph (f).

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

(g) The Lessee will give the Port Authority fifteen (15) days' notice prior to the commencement of construction. The

Port Authority will assign to the construction work a full time field engineer or engineers. The Lessee shall pay to the Port Authority for the services of said engineer or engineers, the sum of (Ex. 2.a.) for each day or part thereof that the engineer or engineers are so assigned during 1994 calendar year; the sum of (Ex. 2.a.) for each day or part thereof that the engineer or engineers are so assigned during the 1995 calendar year; the sum of for each day or part thereof that the engineer or engineers are so assigned during the 1996 calendar year; and the sum of (Ex. 2.a.) for each day or part thereof that the engineer or engineers are so assigned during the 1997 calendar year; and for each and every calendar year thereafter, the rate that the Port Authority shall charge Aircraft Operators at the Airport for the services of such engineer or engineers during such calendar year for each day or part thereof that the engineer or engineers are so assigned for such calendar year. Nothing contained herein shall affect any of the provisions of paragraph (j) hereof or the rights of the Port Authority hereunder. The foregoing provisions of this paragraph (g) for the services of said field engineer may be revoked at any time by either party on thirty (30) days' written notice to the other, but if revoked by the Lessee the foregoing provisions of this paragraph (g) for the services of said field engineer shall continue during the period that construction under any partial approvals pursuant to paragraph (f) hereof is performed.

(h) (1) The construction work shall be constructed in such a manner that there will be at all times a minimum of air pollution, water pollution or any other type of pollution and a minimum of noise emanating from, arising out of or resulting from the operation, use or maintenance thereof by the Lessee and from the operations of the Lessee under this Agreement. Accordingly, and in addition to all other obligations imposed on the Lessee under this Agreement and without diminishing, limiting, modifying or affecting any of the same, the Lessee shall be obligated to construct as part of the construction work hereunder such structures, fences, equipment, devices and other facilities as may be necessary or appropriate to accomplish the foregoing and each of the foregoing shall be and become a part of construction work it affects and all of the foregoing shall be covered under the comprehensive plan of the Lessee submitted under paragraph (a) hereof and shall be part of the construction work hereunder.

(2) Notwithstanding the provisions of subparagraph (1) above and in addition thereto, the Port Authority hereby reserves the right from time to time and at any time during the term of the Lease to require the Lessee, subsequent to

the completion of the construction work to design and construct at its sole cost and expense such further reasonable structures, fences, equipment, devices and other facilities as may be necessary or appropriate to accomplish the objectives as set forth in the first sentence of said subparagraph (1). All locations, the manner, type and method of construction and the size of any of the foregoing shall be determined by the Port Authority. The Lessee shall submit for Port Authority approval its plans and specifications covering the required work and upon receiving such approval shall proceed diligently to construct the same. All other provisions of this Section 2 with respect to the construction work shall apply and pertain with like effect to any work which the Lessee is obligated to perform pursuant to this paragraph (h) and upon completion of each portion of such work it shall be and become a part of the construction work. The obligations assumed by the Lessee under this paragraph (h) are a special inducement and consideration to the Port Authority in granting this Lease to the Lessee.

(i) Title to all the construction work shall pass to the City of New York as the same or any part thereof is erected, constructed or installed, and the portion thereof representing the Passenger Terminal Facilities shall be and become part of the premises if located within the Site.

(j) (1) When the construction work is substantially completed and ready for use the Lessee shall advise the Port Authority to such effect and shall deliver to the Port Authority a certificate signed by an authorized officer of the Lessee and also signed by the Lessee's licensed architect or engineer certifying that the construction work has been constructed in accordance with the approved plans and specifications and the provisions of this Lease and in compliance with all applicable laws, ordinances and governmental rules, regulations and orders. Thereafter, the construction work will be inspected by the Port Authority and if the same has been completed as certified by the Lessee and the Lessee's licensed architect or engineer, as aforesaid, a certificate to such effect shall be delivered to the Lessee, subject to the condition that all risks thereafter with respect to the construction and installation of the same and any liability therefor for negligence or other reason shall be borne by the Lessee. The Lessee shall not use or permit the use of the construction work or any portion thereof for the purposes set forth in the Lease until such certificate is received from the Port Authority and the Lessee shall not use or permit the use of the construction work or any portion thereof even if such certificate is received if the Port Authority states in any such certificate that the same cannot be used until other specified portions are completed.

(2) The term "Completion Date" for the purposes of this Lease shall mean the date appearing on the certificate issued by the Port Authority pursuant to subparagraph (1) of this paragraph (j) after the substantial completion of the construction work.

(3) In addition and without affecting the obligations of the Lessee under the preceding subparagraph, when an integral and material portion of the construction work is substantially completed or is properly usable the Lessee may advise the Port Authority to such effect and may deliver to the Port Authority a certificate signed by an authorized officer of the Lessee and also signed by the Lessee's licensed architect or engineer certifying that such portion of the construction work has been constructed in accordance with the approved plans and specifications and the provisions of this Lease and in compliance with all applicable laws, ordinances and governmental rules, regulations and orders, and specifying that such portion of the construction work can be properly used even though the construction work has not been completed and that the Lessee desires such use. The Port Authority may in its sole discretion deliver a certificate to the Lessee with respect to each such portion of the construction work permitting the Lessee to use such portion thereof for the purposes set forth in the Lease. In such event the Lessee may use such portion subject to the condition that all risks thereafter with respect to the construction and installation of the same and any liability therefor for negligence or other reason shall be borne by the Lessee, and subject to the risks as set forth in paragraph (f) hereof in the event that the Port Authority shall not have then approved the complete plans and specifications for the construction work. Moreover, at any time prior to the issuance of the certificate required in subparagraph (1) above for the construction work, the Lessee shall promptly upon receipt of a written notice from the Port Authority cease its use of such portion of the construction work which it had been using pursuant to permission granted in this subparagraph (3).

(k) The Lessee understands that there may be communications and utility lines and conduits located on or under the Site which do not, and may not in the future, serve the premises. The Lessee agrees at its sole cost and expense, if directed by the Port Authority so to do, to relocate and reinstall such communications and utility lines and conduits on the Site or off the Site as directed by the Port Authority and to restore all affected areas (such work being hereinafter collectively called "the relocation work"). The Lessee shall perform the relocation work subject to and in accordance with all

the terms and provisions of this Section 2 and the relocation work shall be and become a part of the construction work, it being understood, however, that the relocation work shall not be or become a part of the premises hereunder.

Section 3. Term

(a) The term of the letting under this Agreement shall commence on July 13, 1994.

(b) Unless sooner terminated, the term of the letting under this Agreement shall expire on December 30, 2015.

(c) If the Port Authority shall not give possession of the premises on the date set forth in paragraph (a) hereof by reason of the failure or refusal of any occupant thereof to deliver possession thereof to the Port Authority or by reason of any cause or condition beyond the control of the Port Authority, the Port Authority shall not be subject to any liability for the failure to give possession on said date. No such failure to give possession on the date hereinabove specified shall in any way affect the validity of this Agreement or the obligations of the Lessee hereunder, nor shall the same be construed in any wise to extend the term beyond the date stated in paragraph (b) hereof. Tender shall be made by notice given at least five (5) days prior to the effective date of the tender. In the event that notice of tender of the Site is not given for possession to commence on or before three hundred sixty-five (365) days after the effective date of the Agreement, then this Agreement shall be deemed cancelled, except that each party shall and does release and discharge the other party from any and all claims or demands based on this Agreement, or a breach or alleged breach thereof.

Section 3A. Effect of the Basic Lease Extension

(a) Without limiting Sections 3, 39 and 43 hereof or any other term, provision, covenant and condition of this Agreement, the Port Authority, but only in the event there is a Basic Lease Extension (as hereinafter defined), hereby agrees to extend the term of the letting hereunder from the expiration date set forth in Section 3 hereof (December 30, 2015) to a date which shall be set forth in the Lease Supplement (as hereinafter defined) and which shall be the date of the day immediately preceding the twenty-fifth anniversary of the Date of Beneficial Occupancy (as such term is defined in Section 4 hereof), said date being herein referred to as the "Extension Date"; subject, however, to the following additional terms and conditions:

(1) The Lease shall immediately prior to the effective date of the Basic Lease Extension and immediately prior to the date of the Port Authority's execution and delivery of the Lease Supplement be in full force and effect;

(2) The Lessee immediately prior to the effective date of the Basic Lease Extension and immediately prior to the date of the Port Authority's execution and delivery of the Lease Supplement shall be in full compliance with all of the terms, provisions, covenants and conditions of this Agreement on its part to be kept, performed and observed and not be in default or breach of any of the same;

(3) There shall not have occurred any event of termination under any term or provision of this Agreement including without limitation Sections 25, 26, 29, 30, 52 or 81 hereof;

(4) There shall not have occurred any assignment of the Lease under Section 27 hereof;

(5) The Lessee shall have completed the construction work as defined in and in accordance with Section 2 of the Lease;

(6) If the term of the Lease and the letting thereunder is on a month-to-month periodical basis pursuant to Section 27 or Section 81 hereof immediately prior to the effective date of the Basic Lease Extension or immediately prior to the date of the Port Authority's execution and delivery of the Lease Supplement then the Lease and the term of the letting thereunder shall not be extended on a fixed term basis but shall continue on a month-to-month periodical basis (subject to said Section 27 or said Section 81, as applicable) but shall terminate and expire in any event without notice to or from either party on the day preceding the expiration date of the Basic Lease as set forth in the Basic Lease Extension unless sooner terminated;

(7) Each "Obligor's Agreement" of each Airline Partner given pursuant to Section 58 hereof shall immediately prior to the effective date of the Basic Lease Extension and immediately prior to the date of the Port Authority's execution and delivery of the Lease Supplement be in full force and effect and shall continue in full force and effect through the extension

of the term of this Agreement under the Lease Supplement;

(8) The Lessee shall submit to the Port Authority such written representations, warranties and certifications, as may be requested by the Port Authority, which the Lessee and each Approved Sublessee and each Airline Partner as Obligor under its Obligor's Agreement given pursuant to Section 58 hereof, shall then make as to each of the matters set forth in subparagraphs (1) through (7) above; the foregoing condition with respect to said required submissions by an Airline Partner may be waived by the Port Authority in its sole and complete discretion after its receipt of a written request for such waiver from the Lessee provided, however, that no such waiver shall constitute or be deemed to constitute a release of any Airline Partner from its Obligor's Agreement or otherwise impair any such Obligor's Agreement nor a waiver of any rights of the Port Authority thereunder;

(9) (i) The Port Authority shall have no obligation whatsoever to the Lessee or to any other person or entity to extend the term of the letting hereunder to the Extension Date or to extend the term of the letting of the Basic Lease or to enter into the Lease Supplement unless the Basic Lease Extension is fully entered into and is in full force and effect prior to December 30, 2015;

(ii) As used herein the term "Basic Lease Extension" shall mean an agreement fully and duly executed by the Port Authority and the City of New York in a form satisfactory to the Port Authority and the City of New York and which has been fully and duly authorized by the Board of Commissioners of the Port Authority and with the approval of the authorized officials and entities of the City of New York and which (i) supplements and amends the Basic Lease whereby the Basic Lease and the term of the letting thereunder is extended from December 31, 2015 to an expiration date occurring not earlier than the date which would constitute the twenty-fifth anniversary of the Date of Beneficial Occupancy (as such term is defined in Section 4 hereof) or (ii) constitutes any other transaction, including without limitation an agreement of lease, sale or other transfer of the Airport to the Port Authority, whereby the Port Authority would continue as the operator of the Airport through at least the date which

would constitute the twenty-fifth anniversary of said Date of Beneficial Occupancy;

(10) If and only in the event there is a Basic Lease Extension as aforesaid, the Extension Date of the term of the letting hereunder shall be set forth in a supplement to this Agreement prepared by the Port Authority and sent to the Lessee for execution by it; which supplement shall be effective as of the day preceding the expiration date of the term of the letting hereunder, as set forth in Section 3 hereof, and shall include such other additional terms and provisions as the Port Authority may determine appropriate, including, if the Port Authority determines the same appropriate, the consent endorsement of each Airline Partner as Obligor under its Obligor's Agreement given pursuant to Section 58 hereof with the affirmation of each such Airline Partner of the continuance in full force and effect of its Obligor's Agreement during the extended term of this Agreement under the Lease Supplement; the lack of such endorsement shall not however, constitute or be deemed to constitute any release of any such Airline Partner as Obligor under its Obligor's Agreement or otherwise impair any such Obligor's Agreement; it being further understood that such supplement shall not change the location or size of the premises or the rentals hereunder, provided, however, notwithstanding the foregoing such supplement may require the Lessee to pay to the Port Authority any or all of the Port Authority's increased costs under the Basic Lease Extension directly or proportionately attributable or related to the premises hereunder, the Lease or the Lessee. Within forty-five (45) days after the Port Authority has sent the said proposed supplement to the Lessee, the Lessee shall properly execute and return the said proposed supplement to the Port Authority for its execution and delivery. In the event the Lessee fails so to properly execute and return the said proposed supplement to the Port Authority then the Port Authority shall have no further obligation with respect to the proposed extension of the letting hereunder and there shall be no Extension Date. If the said supplement is fully executed and delivered by both the Port Authority and the Lessee, the same shall be deemed the "Lease Supplement" as such term is used herein;

(11) (i) Nothing herein shall impose or be deemed to impose any obligation, duty, responsibility or liability whatsoever on the Port Authority to enter into

the Basic Lease Extension or to enter into, hold or continue any discussions or negotiations with the City of New York or any other person or entity with respect thereto or with respect to any extension of the Basic Lease or an agreement of lease, sale or any other transfer of the Airport to the Port Authority. The Port Authority shall have full, complete and sole right and discretion to discuss, negotiate and to enter into or not enter into any agreement with the City of New York for the extension of the term of the Basic Lease or for any agreement of lease, sale or other transfer of the Airport to the Port Authority and as to any and all of the terms and conditions of any such extension or other agreement, and neither this Section nor anything contained herein shall or shall be deemed to impair, limit or affect the said right and discretion of the Port Authority nor to grant to the Lessee or any other person or entity any right, claim or remedy hereunder or otherwise with respect to the Basic Lease or any extension or non-extension of the term thereof or with respect to any agreement of lease, sale or any other transfer of the Airport or with respect to the extension of the term of this Agreement. The Lessee hereby expressly understands, acknowledges, agrees and accepts that the Port Authority hereby makes no promises, representations, assurances, agreements or commitments of any kind whatsoever that it will undertake or enter into any discussions, negotiations, or agreements with the City of New York or any other person or entity with respect to the extension of the Basic Lease or with respect to any agreement of lease, sale or any other transfer of the Airport.

(ii) This Lease including the Lease Supplement shall at all times be subject and subordinate to the Basic Lease (as the same may be amended, supplemented and extended including without limitation the Basic Lease Extension) and to any and all terms and provisions thereof which affect or may affect the terms and provisions of this Lease, as the same may be amended, supplemented or extended (including without limitation the Lease Supplement); it being understood and agreed that nothing in this subparagraph (ii) shall alter or affect or be deemed to have altered or affected the terms and conditions of Section 39 of the Lease.

(iii) It is expressly understood and agreed that the Port Authority shall have no obligation hereunder or otherwise to make any payment to the

Lessee, including without limitation any payment of the Lessee's Unamortized Capital Investment, in the event for any reason there is no extension of the term of the letting hereunder beyond the expiration date set forth in Section 3 hereof, and that neither this Section nor anything contained herein nor any action taken or not taken hereunder or as a result hereof shall or shall be deemed to impose any such obligation on the Port Authority or to constitute any agreement, duty, responsibility or liability of the Port Authority for any such payment.

(b) Neither this Section nor any action taken or not taken hereunder or as a result hereof shall or shall be deemed to release or relieve the Lessee from any liability or obligation to the Port Authority or to waive, alter, limit or restrict any of the rights or remedies of the Port Authority in law or in equity.

Section 3B. Lessee's Request for Further Extension

(a) Without limiting Sections 3, 3A, 39 and 43 hereof or any other term, provision, covenant and condition of this Agreement, the Lessee, if and only in the event that, and subject to the conditions that, (i) there is a Basic Lease Extension (as defined in Section 3A hereof), (ii) that the said Basic Lease Extension (x) supplements and amends the Basic Lease whereby the Basic Lease and the term of the letting thereunder is extended to an expiration date occurring not earlier than the date which would constitute the thirtieth anniversary of the Date of Beneficial Occupancy (as defined in Section 4 hereof) or (y) constitutes an agreement covering a transaction, including without limitation an agreement of lease, a sale or other transfer of the Airport to the Port Authority, whereby the Port Authority would continue as the operator of the Airport through at least the date which would constitute the thirtieth anniversary of said Date of Beneficial Occupancy and (iii) there is an Extension Date under the Lease Supplement as defined and described in and in accordance with Section 3A hereof, (such Extension Date being in this Section 3B called the "First Extension Date"), shall have the right to request that the Port Authority further extend the term of the letting hereunder to a date which would be set forth in the Further Lease Supplement (as defined below) and which date would constitute the day immediately preceding the thirtieth anniversary of the Date of Beneficial Occupancy (as defined in Section 4 hereof), such date being herein in this Section 3B called the "Second Extension Date"; subject, however to the following additional terms and further conditions:

(1) The Lessee shall submit such request for the said additional extension in writing to the Port Authority, which written request shall be submitted no earlier than eighteen (18) months prior to the First Extension Date as such date is set forth in the Lease Supplement (as defined in Section 3A hereof) and no later than one year prior to said First Extension Date (as such date is set forth in the said Lease Supplement).

(2) The Port Authority shall, after its receipt of the Lessee's written request, determine the amounts of the annual rentals payable by the Lessee during the period of the additional extension, including without limitation ground rentals and building rentals (covering the Passenger Terminal Facilities as defined in Section 2 hereof) and percentage fees and shall send to the Lessee not later than nine (9) months prior to the First Extension Date a statement setting forth the said proposed rentals and fees applicable during the additional extension period; and, without limiting or impairing any other term or provision of this Agreement, in determining said rentals (except as to the Monthly Additional Rental under Section 4 hereof) the Port Authority hereby agreeing to meet with the Lessee to consider, and to discuss with the Lessee, the appropriate weight to be allowed by the Port Authority to the amounts and type of capital investment made by the Lessee in the premises during the extended portion (that is, subsequent to December 30, 2015) of the term under Section 3A hereof, if any; on condition that, and if and to the extent, the considering of the same by the Port Authority is consistent with the then existing Port Authority policy, if any, and only if and to the extent such capital investment made by the Lessee, if any, had received the prior written approval of the Port Authority in accordance with the Lease and is in such amounts and nature to satisfactorily meet then existing Port Authority criteria, if any, for such consideration;

(3) the Lessee shall not later than six (6) months prior to the First Extension Date give written notice to the Port Authority of its acceptance or non-acceptance of the said proposed rentals and fees set forth in the Port Authority's statement; it being expressly understood and agreed that (i) in the event the Lessee's notice states its election to accept said proposed rentals and fees ("Lessee's Rentals Acceptance Notice for the Additional Extension") that the Port Authority shall prepare and submit to the Lessee a Further Lease Supplement setting forth the Second Extension Date (as such terms are defined below) subject to all the terms and conditions herein, and (ii) in the event the

Lessee's notice states its election not to accept the Port Authority's proposed rentals and fees for the additional extension period, that there shall be no such additional extension period and that the Lessee shall have no further right to request the same, and that the Port Authority shall have no further obligation to consider any request of the Lessee for an additional extension of the term, and that there shall be no Second Extension Date;

(4) If and only in the event there is the Lessee's Rentals Acceptance Notice for the Additional Extension (as defined herein and in accordance herewith), as aforesaid, the Second Extension Date of the term of the letting hereunder shall be set forth in a supplement to this Agreement prepared by the Port Authority and sent to the Lessee for execution by it; which supplement shall be effective as of the day preceding the First Extension Date and shall include such other additional terms and provisions as the Port Authority may determine appropriate, including, if the Port Authority deems the same appropriate, the consent endorsement of each Airline Partner as Obligor under its Obligor's Agreement given pursuant to Section 58 hereof with the affirmation of each such Airline Partner of the continuance in full force and effect of each such Obligor's Agreement during the extended term of this Agreement under the further Lease Supplement, the lack of such endorsement, however, shall not constitute or be deemed to constitute any release of any such Airline Partner as Obligor under its Obligor's Agreement or otherwise impair any such Obligor's Agreement; it being understood that such supplement shall not change the location or size of the premises hereunder, provided, however, notwithstanding the foregoing such supplement may require the Lessee to pay to the Port Authority any or all of the Port Authority's increased costs under the Basic Lease Extension directly or proportionately attributable or related to the premises hereunder, the Lease or the Lessee. Within thirty (30) days after the Port Authority has sent the said proposed supplement to the Lessee, the Lessee shall properly execute and return the said proposed supplement to the Port Authority for its execution and delivery. In the event the Lessee fails so to properly execute and return the said proposed supplement to the Port Authority then the Port Authority shall have no further obligation with respect to the proposed extension of the letting hereunder and there shall be no Second Extension Date. If the said supplement is fully executed and delivered by both the Port Authority and the Lessee, the same shall be deemed the "Further Lease Supplement" as such term is used herein;

(5) Notwithstanding anything to the contrary herein, in no event shall the Lessee have any right to request or receive an additional extension nor the Port Authority any obligation or liability whatsoever to grant or give such an addition extension of the term unless (in addition to and without limiting any of the other terms and conditions hereof):

(i) The Lease shall immediately prior to the effective date of the Further Lease Supplement and immediately prior to the date of the Port Authority's execution and delivery of the Further Lease Supplement be in full force and effect;

(ii) The Lessee immediately prior to the effective date of the Further Lease Supplement and immediately prior to the date of the Port Authority's execution and delivery of the Further Lease Supplement shall be in full compliance with all of the terms, provisions, covenants and conditions of this Agreement on its part to be kept, performed and observed and not be in default or breach of any of the same;

(iii) There shall not have occurred any event of termination under any term or provision of this Agreement including without limitation Sections 25, 26, 29, 30, 52 or 81 hereof;

(iv) There shall not have occurred any assignment of the Lease under Section 27 hereof;

(v) Each sublease agreement and the applicable Consent Agreement (as defined in Section 28 hereof) of each Approved Sublessee (as defined in Section 28 hereof) shall immediately prior to the Further Lease Supplement and immediately prior to the date of execution and delivery by the Port Authority of the Further Lease Supplement be in full force and effect and the foregoing condition may be waived by the Port Authority in its sole and complete discretion;

(vi) Each "Obligor's Agreement" of each Airline Partner given pursuant to Section 58 hereof shall immediately prior to the effective date of the Further Lease Supplement and immediately prior to the date of the Port Authority's execution and delivery of the Further Lease Supplement be in full force and effect and shall continue in full force and effect through the extension of the term of this Agreement under the Further Lease Supplement;

(vii) The Lessee shall submit to the Port Authority such written representations, warranties and certifications, as may be requested by the Port Authority, which the Lessee and each Approved Sublessee and each Airline Partner as Obligor under its Obligor's Agreement given pursuant to Section 58 hereof shall then make as to each of the matters set forth in subparagraphs (i) through (vi) above.

(6) The Port Authority shall have no obligation whatsoever to the Lessee or to any other person or entity to extend the term of the letting hereunder to the Second Extension Date or to extend the term of the letting of the Basic Lease or to enter into the Lease Supplement or the Further Lease Supplement unless the Basic Lease Extension is fully entered into and is in full force and effect prior to December 30, 2015.

(7) (i) Nothing herein shall impose or be deemed to impose any obligation, duty, responsibility or liability whatsoever on the Port Authority to enter into the Basic Lease Extension or to enter into, hold or continue any discussions or negotiations with the City of New York or any other person or entity with respect thereto or with respect to any extension of the Basic Lease or any agreement of lease, sale or other transfer of the Airport. The Port Authority shall have full, complete and sole right and discretion to discuss, negotiate and to enter into or not enter into any agreement with the City of New York for the extension of the term of the Basic Lease or for any agreement of lease, sale or other transfer of the Airport and as to any and all of the terms and conditions of any such extension or other agreement, and neither this Section nor anything contained herein shall or shall be deemed to impair, limit or affect the said right and discretion of the Port Authority nor to grant to the Lessee or any other person or entity any right, claim or remedy hereunder or otherwise with respect to the Basic Lease or any extension or non-extension of the term thereof or with respect to any agreement of lease, sale or any other transfer of the Airport or with respect to the extension of the term of this Agreement. The Lessee hereby expressly understands, acknowledges, agrees and accepts that the Port Authority hereby makes no promises, representations, assurances, agreements or commitments of any kind whatsoever that it will undertake or enter into any discussions, negotiations, or agreements with the City of New York or any other person or entity with respect to the extension of the Basic Lease or with respect to any agreement of lease, sale or any other transfer of the Airport.

(ii) This Lease including the Lease Supplement, if any, and the Further Lease Supplement, if any, shall at all times be subject and subordinate to the Basic Lease (as the same may be amended, supplemented and extended including without limitation the Basic Lease Extension) and to any and all terms and provisions thereof which affect or may affect the terms and provisions of this Lease, as the same may be amended, supplemented or extended (including without limitation the Lease Supplement); it being understood and agreed that nothing in this subparagraph (ii) shall alter or affect or be deemed to have altered or affected the terms and conditions of Section 39 of the Lease.

(iii) It is expressly understood and agreed that the Port Authority shall have no obligation hereunder or otherwise to make any payment to the Lessee, including without limitation any payment of the Lessee's Unamortized Capital Investment, in the event for any reason there is no extension of the term of the letting hereunder beyond the expiration date set forth in Section 3 hereof, and that neither this Section nor anything contained herein nor any action taken or not taken hereunder or as a result hereof shall or shall be deemed to impose any such obligation on the Port Authority or to constitute any agreement, duty, responsibility or liability of the Port Authority for any such payment.

(b) Neither this Section nor any action taken or not taken hereunder or as a result hereof shall or shall be deemed to release or relieve the Lessee from any liability or obligation to the Port Authority or to waive, alter, limit or restrict any of the rights or remedies of the Port Authority in law or in equity.

Section 4. Rental

I. (a) Basic Rental:

(1) For the portion of the term of the letting hereunder commencing on the date of the commencement of the term of the letting hereunder, as such date is set forth in paragraph (a) of Section 3 hereof (said date being hereinafter referred to as the "Basic Rental Commencement Date"), to and including the day preceding the Date of Beneficial Occupancy (as hereinafter defined in subparagraph (3) below), the Lessee hereby agrees to and shall pay to the Port Authority basic rental at the annual rate of

(Ex.2.a)

however, and it is expressly recognized and agreed by the parties hereto, that the payment by the Lessee of said rental for the aforesaid portion of the term shall be deferred and that the payment of such deferred rent, plus an agreed upon application of a factor thereto, shall be made by the Lessee as Deferred Basic Rental (as defined in paragraph (e) below) in accordance with, pursuant to and in the amounts set forth in paragraph (e) below.

(2) Effective as of the Date of Beneficial Occupancy (as hereinafter defined in subparagraph (3) below) the Lessee hereby agrees to and shall pay to the Port Authority basic rental at the annual rate of (Ex. 2.a.)

subject to increase as provided in paragraph (b) hereof.

(3) As used in this Agreement the terms "the Date of Beneficial Occupancy" and "the D.B.O." shall mean the earliest to occur of (i) the date which is the first day of the month immediately following the fiftieth (50th) consecutive month following the date the possession of the Site is delivered to the Lessee; (ii) the Completion Date, as defined in Section 2 (j) hereof; (iii) the date that the premises or any portion thereof is occupied for air terminal purposes (including without limitation any of the purposes specified in Section 5 hereof); or (iv) October 1, 1998.

(b) CPI Adjustments:

The following terms as used in this Section 4 shall have the respective meanings given below:

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

(2) The Port Authority shall ascertain the CPI for the month in which the Basic Rental Commencement Date occurs and for the month in which the first year anniversary of the Basic Rental Commencement Date occurs and for the same calendar month in each year thereafter during the term of this Agreement after the same has been published, and the Port Authority shall also determine the annual percentage increase, if any, for each such twelve month period after the same has been published (hereinafter called "the annual CPI percentage increase").

(3) Effective on the first day of the month in which the first year anniversary of the D.B.O. occurs the basic

rental set forth above in paragraph (a) (2) of this subdivision I of this Section 4 shall be increased as follows: (i) the annual rental rate as set forth in said paragraph (a) (2) shall be multiplied by a percentage composed of (Ex.2.aof the annual CPI percentage increase, if any, for the latest twelve month period using the same calendar month in accordance with subparagraph (2) above plus (Ex.2.a); and (ii) the annual rental rate as set forth in said paragraph (a) (2) shall be multiplied by (Ex.2.a); and the greater of the two products so obtained by the calculations set forth in the foregoing clauses (i) and (ii) shall be and become the annual basic rental in effect for the annual period commencing on the said first day of the month in which the first anniversary of the D.B.O. occurs and ending on the last day of the immediately succeeding twelfth month.

(4) Effective on the first day of the month in which the second year anniversary of the D.B.O. occurs and thereafter on the first day of the month in each succeeding year of the D.B.O. during the term of the letting hereunder the basic rental set forth in paragraph (a) (2) of this subdivision I of this Section 4 shall be increased as follows: (i) the annual rental rate as set forth in said paragraph (a) (2) as the same may have been last adjusted hereunder, shall be multiplied by a percentage composed of (Ex.2.a.)f the annual CPI percentage increase, if any, as determined for the latest twelve month period using the same calendar month in accordance with subparagraph (2) above plus (Ex.2.a.) (ii) and the said annual rental rate as set forth in said paragraph (a) (2) as the same may have been last adjusted hereunder shall be multiplied by (Ex.2.a.) and the greater of the two products so obtained by the calculations set forth in the foregoing clauses (i) and (ii) shall be and become the basic annual rental in effect for the annual period ending on the last day of the immediately succeeding twelfth month.

(5) In the event that the Consumer Price Index is not available for any specified month as hereinabove set forth within the time set forth for payment such index for the latest month then published shall be used to constitute the Consumer Price Index. In the event of the change of basis or the discontinuance of the publication by the United States Department of Labor of the Consumer Price Index such other appropriate index or indexes shall be substituted as may be agreed by the parties hereto as properly reflecting changes in the value of the current United States money in a manner similar to that established in the said indexes used in the latest adjustment. In the event of the failure of the parties to so agree, the Port Authority may select and use such index or indexes as it deems appropriate, provided, however, that the foregoing shall not preclude the Lessee from contesting the Port Authority's selection.

(6) In no event shall any rental rate established under this paragraph (b) be less than the rental rate it supersedes.

(c) The basic rental hereunder (except as expressly provided in paragraph (e) below with respect to the Deferred Basic Rental as defined therein) shall be payable by the Lessee in advance in equal monthly installments on the first day of the term of the letting (Basic Rental Commencement Date) and on the first day of each and every calendar month thereafter during the balance of the term of the letting. If the commencement date for the payment of basic rental herein be other than the first day of the month, or if any installment of basic rental payable hereunder shall be for less than a full calendar month, then the rental payment for the portion of the month for which said payment is due shall be the monthly installment prorated on a daily basis using the actual number of days in the said month.

(d) Abatement

In the event that the Lessee shall at any time by the provisions of this Agreement become entitled to an abatement of basic rental (except as expressly provided in paragraph (e) below with respect to the Deferred Basic Rental as defined therein), said abatement shall be computed as follows (it being understood that there shall be no abatement of rental under the Lease for any portion of the premises or for any portion of the term except as specifically provided herein): For each square foot of land as shown in stipple and stipple hatch on Exhibit A (sheet 1 of 2) the use of which is denied to the Lessee as follows:

For the portion of the term from and after the D.B.O. at the daily rate of (Ex. 2.a.) as appropriately adjusted to reflect any and all CPI Adjustments pursuant to paragraph (b) above.

(e) <u>Deferred Basic Rental</u>

(1) The term "Deferred Basic Rental Commencement Date" shall mean October 1, 1998.

(2) Commencing on the Deferred Basic Rental Commencement Date and continuing throughout the balance of the term of the letting hereunder, the Lessee shall pay to the Port Authority an additional rental, herein called the "Deferred Basic Rental" as follows (it being expressly recognized and agreed that the Deferred Basic Rental is based upon the deferral of the

payments of the basic rental under paragraph (a)(1) of this Subdivision I of this Section 4 plus an agreed upon application of a factor thereto):

(i) For the portion of the term of the letting hereunder commencing on the Deferred Basic Rental Commencement Date through November 30, 2015, the Lessee shall pay the Deferred Basic Rental at an annual rate of (Ex. 2.a.)

(ii) On December 1, 2015, the Lessee shall pay as and for the final installment of Deferred Basic Rental a payment in the sum of (Ex. 2.a.)

(3) The Deferred Basic Rental for the portion of the term as set forth in the foregoing item (i) of subparagraph (2) of this paragraph (e) shall be payable by the Lessee in equal monthly installments commencing on the Deferred Basic Rental Commencement Date and on the first day of each and every calendar month thereafter during the balance of the said portion of the term set forth in said item (i) of subparagraph (2) of this paragraph (e). The Deferred Basic Rental payment set forth in the foregoing item (ii) of subparagraph (2) of this paragraph (e) shall be payable by the Lessee in a single installment payment on the date set forth in said item (ii) of subparagraph (2) of this paragraph (e). If the Deferred Basic Rental Commencement Date be other than the first day of the month or if any installment of Deferred Basic Rental payable hereunder for the portion of the term set forth in item (i) of subparagraph (2) of this paragraph (e) shall be for less than a full calendar month, then the payment of the Deferred Basic Rental for the portion of the month for which said payment is due shall be the monthly installment prorated on a daily basis using the actual number of days in the said month (including the day which constitutes the Deferred Basic Rental Commencement Date). It is recognized that in the event the term of the letting hereunder is extended pursuant to and under Section 3A hereof, the Lease Supplement (as defined in said Section 3A) will contain appropriate provisions for the continuation of annualized payments, including a final single installment, of the Deferred Basic Rental during said extension of the term calculated in the same manner as used to determine the amounts under items (i) and (ii) of subparagraph (2) above.

(4) The Deferred Basic Rental shall be payable in the same manner and collectible with like remedies as if the same were part of the basic rental except that such payment shall not be subject to abatement or suspension for any reason whatsoever.

(5) Notwithstanding any obligation of the Lessee to pay the Deferred Basic Rental as part of the rental obligations of the Lessee hereunder, the Lessee hereby, as a separate and independent covenant, agrees and promises to pay to the Port Authority the "Deferred Repayment Amount", which for purposes hereof shall mean the total amount of installments and payments to be paid by the Lessee as Deferred Basic Rental to the extent not actually paid by the Lessee as Deferred Basic Rental as set forth above. Said obligation and agreement to pay shall survive any termination, expiration, non-extension or cancellation of the Lease.

II. Monthly Additional Rental

(a) Definitions

The following terms as used herein shall have the respective meanings given below:

(1) "Monthly Additional Rental Commencement Date" shall mean, with respect to the Monthly Additional Rental established on the basis of the Construction Payment Amount, the earlier to occur of (i) the first day of the next month immediately following the day which constitutes the fifth anniversary of the Date of Beneficial Occupancy (as defined above) or (ii) the first day of the next month immediately following the day on which occurs that anniversary of the DBO that immediately follows the "Date of Higher Annual Premises Enplanements Level", as defined below.

(2) "Date of Higher Annual Premises Enplanements Level" shall mean that date occurring during the term of the letting hereunder (subject to the certification requirements set forth herein) upon which the number of outbound passengers on aircraft of the Approved Sublessees and all Handled Airlines using the premises hereunder totals the amount of during an annual period which for purposes hereof shall mean the twelve-month period commencing on the DBO and ending on the first anniversary of the DBO, and each twelve-month period occurring thereafter during the term of the letting hereunder up to and including the twelve-month period in which the fifth anniversary of the DBO occurs; provided, however, that the Date of Higher Annual Premises Enplanements Level shall be set forth in a notice which shall be given by the Lessee to the Port Authority and certified and signed by a responsible officer of the Lessee, not later than twenty (20) days following the occurrence of such Date, and provided, further, that such certificate of

the Lessee shall be subject to audit and inspection by the Port Authority and to the recordkeeping obligations of the Lessee under this Lease; and provided, further, that in the event of the failure of the Lessee for any reason to so give such notice the Port Authority shall have the right to establish said Date based on the Port Authority's sole determination of the occurrence of said total amount of enplanements at the premises, and in such event the date of such occurrence as determined by the Port Authority shall constitute the said Date of Higher Annual Premises Enplanements Level. Without limiting, altering, impairing or waiving the foregoing or any other term or provision of this Agreement, including without limitation Section 28 hereof, it is hereby understood and agreed that, for the purposes hereof, in arriving at said calculation of the number of outbound passengers at the premises there shall be included also the passengers of an Aircraft Operator(s), if any, using the premises, or any portion thereof, notwithstanding the failure of the Lessee or such Aircraft Operator(s) to execute or maintain in effect a written consent agreement covering the Port Authority's prior written consent to such use as required under Section 28 hereof.

(3) "Monthly Additional Rental Period" shall mean the period commencing on the Monthly Additional Rental Commencement Date and ending on December 30, 2015.

(4) "Monthly Additional Rental Factor" shall mean the factor or factors derived in accordance herewith from time to time by the application of the following formula:

$$\frac{1}{\frac{1}{i} - \frac{1}{i\ (1+i)^t}} = \text{Monthly Additional Rental Factor}$$

Where i is an annual percentage rate expressed in decimal form equal to the sum of (x) the Fixed RBI Rate (as herein defined in item (5) below plus (y) points (that is), divided by (Ex. 2.a.) ; and where (t) a power equals

(5) "Fixed RBI Rate" as applicable to and determined for the Monthly Additional Rental hereunder shall mean the percentage reported as the weekly index of the Bond Buyer Revenue Bond Index as reported in the publication "The Bond Buyer" during

the calendar week immediately preceding the D.B.O. In the event that the Bond Buyer or its weekly Bond Buyer Revenue Bond Index shall be discontinued during the term of this Agreement, a comparable substitute for such Index shall be mutually agreed upon in writing by the Lessee and the Port Authority within thirty (30) days after such discontinuance. In the event that the Lessee and the Port Authority shall fail to agree upon such a substitute within the time hereinabove specified then upon notice of either party such dispute shall be disposed of by arbitration in accordance with then existing rules of the American Arbitration Association or any successor association. One half of the cost of said arbitration shall be borne by the Port Authority and the other half of said cost shall be borne by the Lessee.

(b) Computation and Payment

(1) Commencing on the Monthly Additional Rental Commencement Date the Lessee shall pay to the Port Authority a rental (hereinafter called the "Monthly Additional Rental") which Monthly Additional Rental shall be an amount payable on the first day of each and every calendar month during the Monthly Additional Rental Period which shall be equal to the product obtained by multiplying the Monthly Additional Rental Factor by the Construction Payment Amount (as defined in subparagraph (a)(2) of Section 88 of the Lease) in effect on the day immediately preceding the Monthly Additional Rental Commencement Date; subject to the single final installment payment called for under subparagraph (3) below.

(2) In the event the Monthly Additional Rental Commencement Date shall precede the Final Date (as defined in paragraph (a)(5) of Section 88 hereof) and the Port Authority shall have made a Construction Payment or Construction Payments to the Lessee subsequent to the Monthly Additional Rental Commencement Date (each such payment being a part of the Construction Payment Amount and being herein called a "Subsequent Construction Payment") then with respect to each such Subsequent Construction Payment, a Monthly Additional Rental Factor shall be calculated using the formula set forth in paragraph (a)(4) of this Subdivision II of this Section 4 where t (a power) shall equal the number of calendar months (expressed in whole numbers) from the date of each Subsequent Construction Payment if such date be the first day of a calendar month, or if not then the first day of the following calendar month, to the day preceding the twentieth anniversary of the Monthly Additional Rental Commencement Date.

With respect to each Subsequent Construction Payment there shall also be calculated an amount (herein referred to as the "Deemed Amount") which shall be the sum of the following: the monthly amount calculated on the last day of each calendar month of the period commencing on the Subsequent Construction Payment Date and ending on the last day of the month in which the Subsequent Construction Payment Date occurs, which monthly amount shall be equal to the product obtained by multiplying (i) the quotient obtained by dividing the Fixed RBI Rate as defined above by 12, and (ii) the daily average of the amount of the Subsequent Construction Payment Amount (including any previously calculated Deemed Amount) during said month.

As a part of and in addition to the payment of Monthly Additional Rental due as provided in subparagraph (1) above the Lessee shall pay to the Port Authority on the first day of each and every calendar month during the Monthly Additional Rental Period subsequent to the payment of each Subsequent Construction Payment, an amount equal to the product of (i) the amount of each Subsequent Construction Payment plus the Deemed Amount applicable thereto and (ii) the Monthly Additional Rental Factor applicable to said Subsequent Construction Payment; such amount to be payable as a part of the Monthly Additional Rental payments to be made hereunder and to be deemed a part thereof for all purposes of the Lease.

(3) On December 1, 2015, the Lessee shall pay to the Port Authority a single final installment of the Monthly Additional Rental hereunder, in such amount as shall be set forth in the statement to be given by the Port Authority to the Lessee not later than October 31, 2015; such amount to be payable as a part of the Monthly Additional Rental payments to be made hereunder and to be deemed a part thereof for all purposes of the Lease; it being expressly recognized and agreed that such final installment of the Monthly Additional Rental shall be determined as illustrated in Exhibit N attached hereto; said Exhibit N being herein utilized only for illustration purposes with respect to said final installment of the Monthly Additional Rental. It is recognized that in the event the term of the letting hereunder is extended pursuant to and in accordance with Section 3A hereof the Lease Supplement (as defined in said Section 3A) will contain appropriate provisions with respect to the continuation of monthly payments of the Monthly Additional Rental during the said extended term and the appropriately amended definition of the Monthly Additional Rental Period for such extended term.

(4) In the event that a Port Authority audit shall disclose that the Lessee has expended in the Cost of the Eligible Construction Work under subparagraph (7) of paragraph (a) of

Section 88 hereof amounts which total less than the total of all Construction Payments made to the Lessee hereunder up to the time of such audit then, upon demand of the Port Authority, the Lessee shall immediately pay to the Port Authority an amount equal to the difference between the amounts expended by the Lessee as disclosed by the Port Authority audit and the aforesaid amount of the total of all Construction Payments made to the Lessee and effective from and after such date of payment the Construction Payment Amount shall be reduced by the amount of such payment and the Monthly Additional Rental payable by the Lessee shall be adjusted appropriately hereunder.

(5) It is further understood and agreed that notwithstanding the provisions hereof with respect to the formula utilized in the determination of the Monthly Additional Rental Factor as set forth in paragraph (a) (3) above, nothing herein shall impair, alter, vary or affect Sections 3, 3A and 3B hereof or imply or create an implication that there shall be any extension of the term of the letting hereunder beyond the expiration date set forth in Section 3 hereof.

(c) Abatement of Monthly Additional Rental

In the event that the Lessee shall at any time by the provisions of this Agreement become entitled to an abatement of Monthly Additional Rental, said abatement of Monthly Additional Rental shall be made on an equitable basis giving effect to the amount and character of the portions of the premises the use of which is denied to the Lessee as compared with the entire premises, provided, however, that such abatement shall apply in any event only if and to the extent such portion or portions of the premises formed a part of the Eligible Construction Work for which Port Authority Construction Payments were made pursuant to Section 88 hereof; it being understood that there shall be no abatement of Monthly Additional Rental under this Lease for any portion of the premises or for any portion of the term except as specifically provided in this Agreement.

III. Handling Percentage Fees

(a) In addition to the rentals set forth above and in addition to all other fees, charges and payments to be made by the Lessee hereunder, the Lessee shall pay to the Port Authority a percentage fee (hereinafter called the "Handling Percentage Fees"), at the times set forth in and in accordance with subparagraph (c) below, equal to five percent (5%), or such higher percentage as may be established by the Port Authority from time to time as the applicable Port Authority percentage fee, of the Lessee's gross receipts (as defined in paragraph (b)

below) arising during the term of the letting hereunder. It is expressly understood and agreed that the Port Authority shall have the right to increase the Handling Percentage Fees at any time and from time to time upon thirty (30) day's notice from the Port Authority to the Lessee and for purposes of the foregoing, the aforesaid higher percentage fee shall be deemed established effective on the date set forth in said notice or notices which may be given by the Port Authority to the Lessee at any time and from time to time.

(b) (1) The term "gross receipts" as used in this Agreement shall include all monies, revenues, receipts and income of every kind paid or payable to the Lessee (or imputed to the Lessee as hereinafter provided) for, and if and to the extent full fair market value is not charged or payable, then to the extent of the fair market value of, Handling Services (as defined in Paragraph (c) of Section 5 hereof) of which its operations on or at the Airport under this Agreement constitute a part, regardless of when or where the order therefor is received, and outside the Airport, if the order therefor is received at the Airport, and shall also include any other revenues of any type arising out of or in connection with the Handling Services activities of the Lessee at the Airport; and without limiting the generality of any of the foregoing, said gross receipts shall also include all such monies, revenues, receipts and income paid or payable to the Lessee for Handling Services by any Aircraft Operator or any other entity under any marketing agreement or arrangement or handling agreement or arrangement with the Lessee including without limitation, interline agreements or arrangements, and gross receipts shall also include all such monies, revenues, receipts and income paid or payable by any entity to the Lessee or to any partner of the Lessee (as defined in Section 26 (c) hereof) including without limitation, the General Partner and the Airline Partners (as defined in Section 26 (c) hereof) for Handling Services and the same shall be deemed imputed to the Lessee and constitute gross receipts of the Lessee hereunder; provided, however, that there shall be excluded from gross receipts of the Lessee the following:

(aa) any taxes imposed by law which are separately stated to and paid by customers of the Lessee and directly remitted by the Lessee to the taxing authority;

(bb) sublease rentals paid or payable to the Lessee for which the Lessee is obligated to pay to the Port Authority the Subletting Percentage Fees pursuant to Subdivision III of this Section;

(cc) any monies, revenues, receipts and income paid or payable to the Lessee for Handling Services performed by the Lessee for any Airline Partner (as defined in Section 26 hereof);

(dd) any monies, revenues, receipts and income paid or payable to the Lessee for Handling Services performed by an Airline Partner (as defined in Section 26 (c) hereof) for any other Airline Partner (as defined in Section 26 (c) hereof);

(ee) any monies, revenues, receipts and income paid or payable to the Lessee or to an Airline Partner (as defined in Section 26 (c) hereof) by a Subsidiary Airline (as defined below in subparagraph (3) of this paragraph (b)) for Handling Services performed for said Subsidiary Airline solely by the Airline Partner which is the parent of said Subsidiary Airline and having the ownership of said Subsidiary Airline in accordance with subparagraphs (3) and (4) below;

(ff) any monies, revenues, receipts and income paid or payable to an Airline Partner for Handling Services actually performed by said Airline Partner itself outside of the States of New York and New Jersey where the request for the same is received at the premises hereunder;

(gg) solely for and during the "Expanded Waiver Period" (as defined below), any monies, revenues, receipts and income paid or payable to the Lessee or to an Airline Partner (as defined in Section 26 (c) hereof) by a Handled Airline (as defined in Section 85 (l) hereof) for Handling Services performed for such Handled Airline by the Lessee or by such an Airline Partner; it being expressly understood and agreed that the exclusion under this item (gg) shall expire and terminate on the expiration or termination of the Expanded Waiver Period and that thereafter any and all said monies, revenues, receipts and income shall no longer be excluded from gross receipts under this item (gg); and

(hh) solely with respect to a Qualified Handled Airline (as defined below) and solely for and during the Qualification Period of the Qualified Handled Airline, any monies, revenues, receipts and income paid or payable to the Lessee or to an Airline Partner for Handling Services performed by the Lessee or by an Airline Partner for the Qualified Handled Airline during

the Qualification Period of the Qualified Handled Airline; it being expressly understood and agreed that the exclusion from gross receipts under this item (hh) shall expire and terminate on the expiration or termination of the Qualification Period of the Qualified Handled Airline and that thereafter any and all said monies, revenues, receipts and income shall no longer be excluded from gross receipts under this item (hh).

(2) It is expressly understood and agreed that the exclusion from gross receipts set forth in items (cc), (dd), (ee), (gg) and (hh) of the foregoing subparagraph of this paragraph (b) shall extend and apply with respect to Handling Services performed by or for each Airline Partner (as defined in Section 26 (c) hereof) if, and only if, and only so long as (i) the Airline Partner remains a limited partner of the Lessee and an Approved Sublessee under a Consent Agreement in accordance with Section 28 hereof and that is then in full force and effect and has not expired, been revoked or otherwise terminated or ended, and (ii) the Airline Partner performs, conducts, provides or otherwise makes available at the premises as authorized by this Agreement, and otherwise conducts, Handling Services at the premises in accordance with this Lease, solely and exclusively for itself and for one or more of the other Airline Partners (not including Subsidiary Airlines other than its own Subsidiary Airlines, or any other entities) and for no other entity or business whatsoever (except a Handled Airline under item (gg) solely during the Expanded Waiver Period) and except a Qualified Handled Airline under item (hh) above solely during the Qualification Period of the Qualified Handled Airline); and (iii) the Handling Services for a Subsidiary Airline is performed solely and exclusively by the Airline Partner which is the parent of such Subsidiary Airline (having the ownership of such Subsidiary Airline in accordance with subparagraphs (5) and (6) below). It is expressly understood and agreed that in the event any of the foregoing conditions no longer exists, then effective from and after such date, the aforesaid exclusions shall no longer extend or apply to such Airline Partner and the obligation to pay the Handling Percentage Fees as to all gross receipts, regardless of the source thereof, shall be in full force and effect and apply fully thenceforth for the remainder of the term of the letting hereunder whether or not circumstances change thereafter. It is expressly understood and agreed that nothing contained in this subparagraph shall release, relieve or exempt the Lessee from any of the other obligations on its part to be performed under this Lease including, but not limited to, the maintenance of records and books of account, the inspection and audit thereof and the submission of statements of gross receipts.

(3) For purposes of the foregoing and for purposes of subdivision IV below the following terms shall have the following meanings:

(i) "Expanded Waiver Period", as used in and for purposes of item (gg) of subparagraph (1) above, shall mean the portion of the term of the letting under this Agreement commencing on the commencement date of the term (as set forth in Section 3 hereof) and expiring on the earlier to occur of the fifth anniversary of the DBO (as defined above) or that anniversary of the DBO that immediately follows the "Date of the Minimum Annual Premises Enplanements Level" (as hereinafter defined).

(ii) The "Date of the Minimum Annual Premises Enplanements Level" shall mean that date occurring during the term of the letting under this Agreement (subject to the certification requirements set forth herein) upon which the number of outbound passengers on aircraft of the Approved Sublessees and all Handled Airlines using the premises hereunder totals the amount of 1.2 million during an annual period which for purposes hereof shall mean the twelve-month period commencing on the DBO and ending on the first anniversary of the DBO, and each twelve month period occurring thereafter during the term of this Agreement up to and including the twelve-month period in which the fifth anniversary of the DBO occurs; provided, however, that there shall be no such "Date of the Minimum Annual Premises Enplanements Level" unless such Date is set forth in a notice certified and signed by a responsible officer of the Lessee and submitted by the Lessee to the Port Authority not later than twenty (20) days following the occurrence of such Date, and provided further that such certificate shall be subject to audit and inspection by the Port Authority and to the recordkeeping obligations of the Lessee under this Lease. Without limiting, altering, impairing or waiving the foregoing or any other term or provision of this Agreement, including without limitation Section 28 hereof, it is hereby understood and agreed that, for the purposes hereof, in arriving at said calculation of the number of outbound passengers at the premises there shall be included also other passengers of an Aircraft Operator(s), if any, using the premises, or any portion thereof, notwithstanding the failure of the Lessee or such Aircraft Operator(s) to execute or maintain in effect a written consent agreement covering the Port Authority's prior written consent to such use as required under Section 28 hereof.

(iii) "Qualified Handled Airline" shall for purposes of item (hh) of subparagraph (1) above mean a Handled Airline (as defined in Section 85(1) hereof) which has executed a written agreement with the Lessee (of the types specified in Section 85 (1) not later than six months prior to the DBO where such agreement binds the Lessee and the Qualified Handled Airline for fixed term thereunder of not less than five (5) years from the DBO, and which covers the performance of handling services for the Qualified Handled Airline at the premises by the Lessee or by an Airline Partner (as an Approved Sublessee) and where the consent agreement entered into among the Lessee, the Qualified Handled Airline and the Port Authority (in accordance with and subject to Section 28 hereof) designates such Airline as a Qualified Handled Airline for purposes of item (hh) of subparagraph (1) above.

(iv) "Qualification Period of the Qualified Handled Airline" shall mean for purposes of item (hh) of subparagraph (1) above the period during which said item (hh) exclusion as described above shall obtain and apply hereunder on condition that such period shall not be longer than the original fixed term (excluding any option period or other extensions) of the aforesaid written agreement between the Lessee and the Qualified Handled Airline, as set forth therein, and on condition that the consent agreement entered into between the Lessee, the Qualified Handled Airline and the Port Authority, (in accordance with and subject to Section 28 hereof) designates the commencement date and the expiration date of such Period.

(4) It is expressly understood and agreed that neither this Section 4 nor anything contained in this Section 4 nor any payments made hereunder shall or shall be deemed to constitute or grant to any entity including without limitation the General Partner or any Airline Partner (as such terms are defined in Section 26 (c) hereof) and any other person, the right or permission or approval or consent of the Port Authority to perform any activity or service at the Airport or the premises nor to release or relieve any such entity from the requirement of obtaining such consent from the Port Authority under separate document (whether in the form of a consent agreement, permit or otherwise) and of paying the fees applicable thereto pursuant to such document. It is further expressly understood and agreed, without limiting any of the foregoing, that said requirements for separate Port Authority consent and/or permit and payment of fees shall likewise apply to any contractor of the Lessee or of any partner of the Lessee or of any other party with whom the Lessee (or any partner of the Lessee) may enter into an arrangement for

the providing of any portion of Handling Services, including without limitation the labor services portion thereof.

(5) For purposes of this Section 4 only, the term "Subsidiary Airline" shall mean and include:

(i) with respect to Compagnie Nationale Air France ("Air France") (for as long as and only for so long as Air France is an Airline Partner as defined in Section 26 hereof and is also an Approved Sublessee as defined in Section 28 hereof under a Consent Agreement which is in full force and effect, Société Anonyme Belge D'Exploitation de la Navigation Aerienne ("SABENA") provided that (x) there is no change in the representations and warranties made by the Lessee in subparagraph (4) hereof, (y) there is no change in the representations and warranties made by Air France in its Consent Agreement (as defined in Section 28 hereof) with respect to this subject matter, and (z) the level and amount of ownership of Air France in SABENA remains at or above the level and amount set forth in said subparagraph (4) below;

(ii) with respect to an Airline Partner of the Lessee (as defined in Section 26 hereof), for as long as and only for so long as such Airline Partner continues as an Airline Partner and also as an Approved Sublessee (as defined in Section 28 hereof) under a Consent Agreement (as defined in Section 28 hereof) which is in full force and effect, a company which is a Scheduled Aircraft Operator and in which the Airline Partner directly owns fifty-one percent (51%) or more of the total outstanding voting stock (other than treasury stock) of such company, but only while such ownership by said Airline Partner is at or above such percentage level.

(6) The Lessee hereby covenants, represents and warrants to the Port Authority, knowing that the Port Authority is relying on the accuracy and validity of the following representations and warranties and to induce the Port Authority into entering into this Agreement, that at the date of the execution of this Lease and that at all times for which the exemption from the percentage fees provisions is claimed for the following named airline as a Subsidiary Airline that Air France is the direct owner of 33% or more of the total outstanding voting stock (other than treasury stock) of SABENA.

(7) The Lessee further hereby covenants, represents and warrants to the Port Authority, and shall ensure that each Airline Partner shall also covenant, represent and warrant to the Port Authority, knowing that the Port Authority is

relying on the truth of such representations and warranties, and to induce the Port Authority into entering into this Agreement, that at all times for which the exemption from the percentage fees provisions hereof is claimed for an airline on the basis of its status as a "Subsidiary Airline" qualifying under item (ii) of subparagraph (5) above, the Airline Partner claiming the required ownership percentage of said Subsidiary Airline as set forth in said item (ii) shall in fact have such percentage ownership and shall submit to the Port Authority at the time such exemption from the fee provisions is claimed and at any other time as may be requested by the Port Authority, such documentation or other evidence satisfactory to the Port Authority substantiating the said required ownership of the Subsidiary Airline by such Airline Partner.

(c) (1) The Lessee shall pay the Handling Percentage Fees as follows:

On the 20th day of the first month following the Percentage Fees Commencement Date (as hereinafter defined) and on the 20th day of each and every month thereafter during the term of the letting hereunder and within twenty (20) days after the expiration or sooner termination of the term of the letting hereunder, the Lessee shall submit to the Port Authority a statement sworn to by a responsible executive or fiscal officer of the Lessee showing all of its gross receipts for the preceding month. Each of the said statements shall also show the Lessee's cumulative gross receipts from the Percentage Fees Commencement Date (or the most recent anniversary thereof) through the last day of the preceding month. At the same time it renders each of the said statements, the Lessee shall pay to the Port Authority the Handling Percentage Fees due with respect thereto. In addition to the foregoing, on the 20th day of the first month following each anniversary of the Percentage Fees Commencement Date the Lessee shall submit to the Port Authority a sworn statement certified by a responsible fiscal or executive officer of the Lessee setting forth the cumulative totals of said gross receipts for the entire preceding twelve-month period.

(2) As used herein the term "Percentage Fees Commencement Date" shall mean the earlier to occur of (i) the Completion Date and (ii) the date of the Lessee's use of any portion of the premises for the purposes specified in Section 5 hereof.

(d) Upon any termination of the letting hereunder (even if stated to have the same effect as expiration), the

Lessee shall, within twenty (20) days after the effective date of such termination, make a payment of the Handling Percentage Fees as follows:

First, without limiting the above, the Lessee shall within twenty (20) days after the effective date of termination, render to the Port Authority a sworn statement of all gross receipts during the period from the last preceding anniversary of the Percentage Fees Commencement Date up to the date of termination.

Second, the Lessee shall at the same time pay to the Port Authority the payment then due on account of all Handling Percentage Fees during the period from the last preceding anniversary of the Percentage Fees Commencement Date up to the date of termination.

(e) Nothing hereinabove provided shall affect the survival of obligations of the Lessee as set forth in Section 33 of this Agreement.

IV. Subletting Percentage Fees

(a) In addition to the rentals and all other fees, charges and payments to be made by the Lessee hereunder, the Lessee shall pay to the Port Authority an additional percentage fee (herein called the "Subletting Percentage Fees"), at the times set forth in and in accordance with subparagraph (c) below, during the term of the letting hereunder equal to Ten Percent (10%), or such higher percentage as may be established by the Port Authority from time to time as the applicable Port Authority percentage fee, of the Lessee's "Gross Sublease Rental Charges" arising during the term of the letting hereunder. It is expressly understood and agreed that the Port Authority shall have the right to increase the Subletting Percentage Fees at any time and from time to time upon thirty (30) days notice from the Port Authority to the Lessee and for purposes of the foregoing, the aforesaid higher percentage fee shall be deemed established effective on the date set forth in said notice or notices which may be given by the Port Authority to the Lessee at any time and from time to time.

(b) (1) As used herein, the term "Gross Sublease Rental Charges" shall include all revenues, monies, income, and receipts of every kind paid or payable to the Lessee by each and every sublessee of the Lessee (if any) (other than the items excluded under and as set forth in items (i), (ii), (iii) and (iv) below) arising out of or pursuant to the terms of the sublease or the subletting of each such sublessee (and whether or

not the same are denominated as rental therein), or out of the operations of each such sublessee at the premises (other than gross receipts as defined in paragraph (b) of Subdivision II above for which the Lessee is obligated to pay the Handling Percentage Fees under Subdivision II above), without any deductions therefrom; (excluding agreements entered into for consumer services pursuant to and in accordance with Sections 60 through 71 hereof, but said exclusion only to apply to the extent such agreements are subject to the payments to be made under said Sections); provided, however, that the foregoing inclusions in Gross Sublease Rentals charges shall be subject to the following exclusions:

(i) said revenues, monies, income and receipts paid or payable to the Lessee by an Airline Partner who is an Approved Sublessee at all such times;

(ii) said revenues, monies, income and receipts paid or payable to the Lessee by Subsidiary Airlines (as hereinabove defined) of such Airline Partner but only as to a subletting (subject to Section 28 hereof) by such Airline Partner to its Subsidiary Airline);

(iii) solely for and during the "Expanded Waiver Period" (as defined in Subdivision III (a)(3) above), any monies, revenues, receipts and income paid or payable to the Lessee by a Handled Airline (as defined in Section 85 (1) hereof); it being expressly understood and agreed that the exclusion under this item (iii) shall expire and terminate on the expiration or termination of the Expanded Waiver Period (as defined above in III (a) (3)) and that thereafter any and all said monies, revenues, receipts and income shall no longer be excluded from Gross Sublease Rental Charges under this item (iii); and

(iv) solely with respect to a Qualified Handled Airline (as defined above in III (a) (3)) and solely for and during the Qualification Period of the Qualified Handled Airline in Subdivision III (a)(3) above, any monies, revenues, receipts and income paid or payable to the Lessee by the Qualified Handled Airline during the Qualification Period of the Qualified Handled Airline; it being expressly understood and agreed that the exclusion under this item (iv) shall expire and terminate on the expiration or termination of the Qualification Period of the Qualified Handled Airline and that thereafter any and all said monies, revenues, receipts and income shall no longer be excluded from Gross Sublease Rental Charges under this item (iv).

Lessee shall, within twenty (20) days after the effective date of such termination, make a payment of the Handling Percentage Fees as follows:

First, without limiting the above, the Lessee shall within twenty (20) days after the effective date of termination, render to the Port Authority a sworn statement of all gross receipts during the period from the last preceding anniversary of the Percentage Fees Commencement Date up to the date of termination.

Second, the Lessee shall at the same time pay to the Port Authority the payment then due on account of all Handling Percentage Fees during the period from the last preceding anniversary of the Percentage Fees Commencement Date up to the date of termination.

(e) Nothing hereinabove provided shall affect the survival of obligations of the Lessee as set forth in Section 33 of this Agreement.

IV. Subletting Percentage Fees

(a) In addition to the rentals and all other fees, charges and payments to be made by the Lessee hereunder, the Lessee shall pay to the Port Authority an additional percentage fee (herein called the "Subletting Percentage Fees"), at the times set forth in and in accordance with subparagraph (c) below, during the term of the letting hereunder equal to Ten Percent (10%), or such higher percentage as may be established by the Port Authority from time to time as the applicable Port Authority percentage fee, of the Lessee's "Gross Sublease Rental Charges" arising during the term of the letting hereunder. It is expressly understood and agreed that the Port Authority shall have the right to increase the Subletting Percentage Fees at any time and from time to time upon thirty (30) days notice from the Port Authority to the Lessee and for purposes of the foregoing, the aforesaid higher percentage fee shall be deemed established effective on the date set forth in said notice or notices which may be given by the Port Authority to the Lessee at any time and from time to time.

(b) (1) As used herein, the term "Gross Sublease Rental Charges" shall include all revenues, monies, income, and receipts of every kind paid or payable to the Lessee by each and every sublessee of the Lessee (if any) (other than the items excluded under and as set forth in items (i), (ii), (iii) and (iv) below) arising out of or pursuant to the terms of the sublease or the subletting of each such sublessee (and whether or

If the Gross Sublease Rental Charges are not separately stated from other charges under the subletting agreement or if they are separately stated but are less than the fair market value of that portion of the premises occupied or used by the sublessee, then the amount of the Gross Sublease Rentals applicable to each sublessee shall be based upon the fair market value, as determined by the Port Authority, for that portion of the premises occupied by the Sublessee. Without limiting any of the foregoing or any other term or provision of this Agreement, including without limitation the terms and provisions of Section 28 hereof, it is hereby expressly understood and agreed that the Lessee shall pay to the Port Authority the Subletting Percentage Fees with respect to each and every such sublessee notwithstanding the failure of the parties, or any of them, to execute a written consent agreement covering the Port Authority's prior written consent to such sublessee as required under Section 28 hereof.

(c) The Lessee shall pay the Subletting Percentage Fees as follows:

On the 20th day of the first month following the Percentage Fees Commencement Date and on the 20th day of each of every month thereafter during the term of the letting and within twenty (20) days after the expiration or sooner termination of the term of the letting hereunder, the Lessee shall submit to the Port Authority a statement sworn to by a responsible fiscal or executive officer of the Lessee showing all of its Gross Sublease Rental Charges for the preceding month. Each of the said statements shall also show the Lessee's cumulative Gross Sublease Rental Charges from the Percentage Fees Commencement Date (or the most recent anniversary thereof) through the last day of the preceding month. At the same time it renders each of the said statements, the Lessee shall pay to the Port Authority the Subletting Percentage Fees with respect thereto. On the 20th day of the first month following each anniversary of the Percentage Fees Commencement Date the Lessee shall submit to the Port Authority a sworn statement certified by a responsible fiscal officer of the Lessee setting forth the cumulative totals of said Gross Sublease Rental Charges for the entire preceding twelve month period.

(d) Upon the expiration of the letting hereunder and upon any termination of the letting hereunder (even if stated to have the same effect as expiration), the Lessee shall, within twenty (20) days after the effective date of such expiration or termination, make a payment of the Subletting Percentage Fees as follows:

First, without limiting the above, the Lessee shall within twenty (20) days after the effective date of termination, render to the Port Authority a sworn statement of all Gross Sublease Rental Charges during the period from the last preceding anniversary of the Percentage Fees Commencement Date up to the date of termination, and

Second, the Lessee shall at the same time pay to the Port Authority the payment then due on account of all Subletting Percentage Fees during the period from the last preceding anniversary of the Percentage Fees Commencement Date up to the date of termination.

(e) Nothing hereinabove provided shall affect the survival of obligations of the Lessee as set forth in Section 33 of this Agreement.

(f) It is expressly understood and agreed that neither this Section nor any thing contained herein nor any payment(s) made or required to be made hereunder shall or shall be deemed to grant any right or rights to the Lessee to sublet the premises or any portion thereof nor to impose or create any obligation on the Port Authority nor to alter, expand, impair or waive the terms and provisions of Section 28 hereof nor to waive the requirements for the prior written consent of the Port Authority and the execution of a consent agreement required under Section 28 hereof with respect to each and every sublease or subletting or handling agreement nor to constitute any such consent nor to release or relieve the Lessee from any of the obligations and liabilities under this Agreement with respect to any such sublease or handling agreement.

Section 5. Use of Premises

(a) The Lessee hereby agrees to and shall use and operate the premises for the subleasing of the premises by the Lessee to the Airline Partners (as defined in Section 26 (c) hereof) in accordance with, pursuant to and subject to the terms of this Agreement, including without limitation Section 28 hereof; it being understood and agreed that the premises shall be used by said Airline Partners who are Approved Sublessees pursuant to the subleases and the Consent Agreements (as defined in Section 28 hereof), solely in connection with their business of transportation by aircraft, for the following purposes and for activities reasonably required for such purposes and for such purposes and activities only:

(1) For the reservation of space and the sale of tickets for transportation on aircraft operated by the Approved Sublessees, or any of them.

(2) For the reservation of space and the sale of tickets for transportation by other carriers but only as an incident to or in connection with transportation performed or to be performed by an Approved Sublessee or as an incident to or in connection with the cancellation of such transportation, or for the accommodation or convenience of the incoming or outbound passengers of the Approved Sublessees, or any of them, at the Airport. The occasional reservation of space and the sale of tickets for transportation by other carriers shall not be deemed to be prohibited by this provision.

(3) For the clearance, checking and rendering of service to passengers of the Approved Sublessees, or any of them, and for the furnishing of information service to such passengers and the general public.

(4) For providing rooms or space for the special handling of or the furnishing of special services to any of the passengers, guests, or invitees of Approved Sublessees, or any of them, subject to the provisions of Section 70 hereof.

(5) For the handling of baggage of passengers of the Approved Sublessees, or any of them, including baggage and parcels such passengers decide to send as air cargo.

(6) For the handling of unclaimed baggage and lost and found articles.

(7) For the conduct of operations, traffic, communications, reservations and administrative office functions and activities in connection with air transportation performed by the Approved Sublessees, of any of them.

(8) For the preparation, packaging and storage of food, beverages and commissary supplies to be consumed on aircraft operated at the premises by the Approved Sublessees, or any of them.

(9) For the storage of repair parts, supplies and other personal property owned or leased by the Approved Sublessees, or any of them, and for the performance of minor repairs to personal property of the Approved Sublessees, or any of them.

(10) For the storage of such automotive fuel and lubricants as may be approved by the Port Authority.

(11) For the operation of a cafeteria for over-the-counter sales to officers and employees of the Approved Sublessees, or any of them, and their families and to occasional business guests of such officers and employees (other than passengers of the Approved Sublessees, or any of them), of food, beverages and other merchandise normally sold in such an establishment at no profit to the Lessee or to the Approved Sublessees, or any of them, and either directly by the Approved Sublessees, or any of them, or through a subsidiary of an Approved Sublessee but solely with respect to the officers, employees and occasional business guests of the parent Approved Sublessee, or by an independent contractor of the Lessee who has received a permit from the Port Authority so to do.

(12) For use as crew quarters to be used by personnel of the Approved Sublessees, or any of them, during layovers between flights and for the establishment of lounges for employees of the Approved Sublessees, or any of them.

(13) For the loading and unloading of passengers, baggage, mail, air cargo and commissary supplies, provided, however, that the use of the premises for the unloading and loading of passengers and their baggage from ground transportation vehicles shall be subject to limitation and restriction, from time to time, as set forth in Section 78 hereof.

(14) For the parking and storage of aircraft and ramp equipment operated by the Approved Sublessees, or any of them.

(15) For the fueling and routine servicing of aircraft and ramp equipment operated by the Approved Sublessees, or any of them, and for the maintenance of said ramp equipment.

(16) For the performance of emergency or turn-around aircraft maintenance on aircraft operated by the Approved Sublessees, or any of them.

(17) For the training of personnel employed or to be employed by any of the Approved Sublessees or other persons engaged in commercial transportation by aircraft, provided, that unless consented to by the Port Authority, neither the Lessee nor any Approved Sublessee shall engage in the training of persons employed by others or to be employed by others if the training of such persons is in competition with any concessionaire, permittee

or licensee of the Port Authority at the Airport (other than another person engaged in the business of transportation by aircraft).

(18) For the temporary storage of baggage, mail and air cargo.

(19) For federal inspection services by federal agencies (if the United States Government makes the same available to the Lessee).

(20) For any other purpose or activity, in addition to those specified in this Section 5, for which the premises are expressly authorized to be used by any other provision of this Agreement.

The loading or unloading on the premises of any aircraft used principally for cargo is expressly prohibited.

(b) The premises may also be used for providing Handling Services (as hereinafter defined) at the premises (i) by the Lessee through its General Partner (Terminal One Management, Inc.) (as hereinafter defined) but solely if and to the extent permitted under a permit issued to said General Partner by the Port Authority, for providing Handling Services (as hereinafter defined) to the Approved Sublessees and to other Aircraft Operators conducting approved passenger terminal operations at the premises, subject to the prior written consent of the Port Authority in each instance as to each such handling arrangement, and also subject to the provisions covering the Handling Percentage Fees as set forth in Section 4 hereof; and (ii) by an Approved Sublessee under and pursuant to its Consent Agreement, for the providing, by an Approved Sublessee to itself and to its own Subsidiary Airline(s), and to other Aircraft Operators conducting approved passenger terminal operations at the premises, subject to the prior written consent of the Port Authority in each instance as to each such handling arrangement, and also subject to the provisions covering the Handling Percentage Fees as set forth in Section 4 hereof; and, as to both (i) and (ii), also subject to the provisions of paragraph (c)(2) hereof covering the issuance of a handling permit.

(c) (1) As used in this Agreement the term "Handling Services" shall mean and include, collectively, those services commonly known as "ramp services" which include, but are not limited to, aircraft ground handling, interior and exterior aircraft cleaning, baggage loading and unloading from aircraft, the transportation of passengers to and from aircraft for the purpose of enplanement and deplanement and the performance of

ground services incidental to flight such as pre-flight briefing of air crews, and those services commonly known as "passenger handling services" which include, but are not limited to, passenger and baggage check-in, baggage handling, passenger ticketing, passenger assistance and passenger information services.

(2) It is expressly understood and agreed that, except as expressly provided herein, the Lessee itself shall have no right, permission, approval or consent hereunder to perform Handling Services for any entity at the premises, and further, that although each of the airlines who are Approved Sublessees (as defined in Section 28 hereof) may, under and pursuant to the Consent Agreement, perform the Handling Services for itself at the premises, such airline may choose to retain a contractor to provide Handling Services to it, provided that the airline shall use only the ramp contractor or contractors and the passenger handling service contractor or contractors designated by the Port Authority, from time to time, to provide such services at the premises. Without limiting the foregoing, nothing, herein shall be deemed to prevent the General Partner (as defined in Section 26 (c) hereof), from becoming such a Port Authority designated ramp contractor or passenger handling contractor, or both, at the premises provided it qualifies for, obtains and maintains in effect a permit or permits issued by the Port Authority covering the same, subject to all the terms and conditions of this Agreement, including without limitation the terms and conditions of Section 4 hereof covering the Handling Percentage Fees.

(d) (1) Neither the Lease, nor anything contained herein, including without limitation this Section 5, shall or shall be deemed to grant to the Lessee any right, privilege or permission to perform any sale, service or any other activity other than as is expressly provided herein and upon the terms and conditions hereof, including without limitation the obligation to make the payments called for in this Agreement.

(2) (i) The Lessee, to the extent it is hereby authorized to use the premises for its own operations (as above set forth) or itself to provide Handling Services to others at the premises pursuant to the provisions of this Section 5, shall perform such operations and services hereunder solely at the premises and no greater right or privilege is granted hereunder.

(ii) It is expressly understood and agreed that neither Section 4 of this Lease nor this Section 5 nor anything contained herein nor any other term or provision of this Lease nor any payments made hereunder shall or shall be deemed to constitute or grant to any entity, other than the Lessee, the

right or permission or approval or consent of the Port Authority to perform any activity or service at the Airport or the premises nor to release or relieve any such entity from the requirement of obtaining the same from the Port Authority under separate document (whether in the form of a permit or otherwise).

Section 6. Obligations in Connection with the Conduct of the Lessee's Business at the Premises

With respect to the activities at the premises as to which the Handling Percentage Fees or the Subletting Percentage Fees apply, the Lessee shall:

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

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

(c) Maintain, in accordance with accepted accounting practice, during the term of this Agreement, for a period of seven (7) years after the receipt of each item of gross receipts or Gross Sublease Rental Charges or of any revenue from or the occurrence of any expense in connection with its subleasing activities (if any) at the premises, records and books of account recording all transactions of the Lessee at, through, or in anywise connected with the Airport, which records and books of account shall be kept at all times 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 Lessee, (ii) the revenues of whatever kind or nature from such operations, (iii) all revenues received by the Lessee from its customers, sublessees, patrons, invitees and all others using the premises, whether in the form of rental payments or otherwise, and (iv) such other information as the Port Authority may request from time to time.

(d) Permit in ordinary business hours during the term of this Agreement and for one year thereafter and during such further period as is mentioned in the preceding paragraph, the examination and audit by the officers, employees and representatives of the Port Authority of such records and books of account and also any records and books of account of any company which is owned or controlled by the Lessee, or which owns or controls the Lessee and also any records and books of account of any entity which is a partner of the Lessee (as defined in Section 26 (c) hereof) or of which the Lessee is a partner;

without limiting any of the foregoing, it is expressly understood and agreed that the Port Authority's audit and examination shall include any agreement or contract between the Lessee and any company which owns and controls the Lessee or which is owned and controlled by the Lessee and shall also include any agreement or contract between or among the partners of the Lessee (as defined in Section 26 (c) hereof) and any agreement between the Lessee and any entity which is a partner of the Lessee (as defined in Section 26 (c) hereof).

(e) Permit the inspection by the officers, employees and representatives of the Port Authority, at any time and as often as it may consider necessary, of any equipment used by the Lessee, including but not limited to cash registers, and of any services being rendered and/or merchandise being sold or held for sale by the Lessee, and upon the request of the Port Authority, the Lessee shall demonstrate any activity being carried on by the Lessee hereunder;

(f) Without limiting the requirement for Port Authority approval, if the Lessee conducts any service, operation or any other permitted use under the Lease through the use of a contractor which is not a Port Authority permittee and where the payments for any of the foregoing are made to such contractor rather than to the Lessee, said payments shall be deemed monies, revenues, receipts and income paid or payable to the Lessee for purposes of determining the Lessee's gross receipts or Gross Sublease Rental Charges, as applicable; provided, however, that the foregoing shall not grant or be deemed to grant any right or permission to the Lessee to use an independent contractor to perform any such service, operation or any other permitted use under the Lease or the doing of anything hereunder by an independent contractor.

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

Section 7. Federal Airport Aid

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented or superseded by similar federal legislation, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further

such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Lessee of the covenants and obligations contained in this Lease is therefore a special consideration and inducement to the making of this Agreement by the Port Authority, and the Lessee further covenants and agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid shall make any orders, recommendations or suggestions respecting the performance by the Lessee of its covenants and obligations under this Agreement, the Lessee will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.

Section 8. Method of Operation

With respect to those activities of the Lessee as to which the Handling Percentage Fees or the Subletting Percentage Fees apply:

(a) a principal purpose of the Port Authority in the making of this Agreement is to make available at the premises the items and/or services which the Lessee is permitted to sell and/or render hereunder. Accordingly, with respect to said activities, the Lessee hereby warrants and agrees: (i) that it will conduct a first class operation and will furnish all necessary or proper fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and facilities, (ii) that it will furnish such services promptly, efficiently and adequately to meet all demands therefor, (iii) that it will furnish such services on a fair, equal and non-discriminatory basis to all users thereof, and at charges which are fair, reasonable and non-discriminatory, provided that reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions may be made to volume purchasers.

As used hereunder, "services" shall include the furnishing of parts, materials and supplies (including the sale thereof).

(b) The Lessee shall, prior to subleasing any space or furnishing any services hereunder, prepare a schedule of rates and charges for the services it will perform. Such schedule shall be furnished to the Port Authority. All subsequent changes therein shall be submitted to the Port

Authority prior to the effective date or dates thereof. The entire schedule, including all changes, amendments and supplements, shall be made available to the public by the Lessee at its office on the premises and at the office of the General Manager of the Airport. That part of the schedule covering rates, charges and services ordinarily made to customers of the Lessee not having continuing contracts with the Lessee shall be posted prominently at the office of the Lessee on the premises. The Lessee covenants and agrees to adhere to the charges shown on the schedule, and to refund promptly to the customer, upon demand of the Port Authority, any charge or charges made in excess of those shown on the schedule.

(c) The Lessee covenants and agrees that it will not enter into continuing contracts or arrangements with third parties for the furnishing of services by the Lessee if any such contract or arrangement will have the effect of utilizing to an unreasonable extent the capacity of the Lessee for furnishing such services generally. At all times the Lessee will reserve a reasonable capacity to furnish services hereunder to customers not parties to continuing contracts with the Lessee.

(d) The Lessee covenants and agrees that it will not enter into any agreement or understanding, whether or not binding, with any person, firm, association, corporation or other entity, which will have the effect of fixing rates, of lessening or preventing competition, or of creating or tending to create a monopoly, at the Airport, relating to the services, products, or articles furnished or sold by the Lessee.

Section 9. Ingress and Egress

(a) The Lessee, its officers, employees, customers, patrons, invitees, contractors, suppliers of material and furnishers of services, shall have the right of ingress and egress between the premises and city streets or public ways outside the Airport by means of existing roadways to be used in common with others having rights of passage within the Airport, provided, however, that the Port Authority may from time to time substitute other reasonably equivalent means of ingress and egress and provided, further, however, that the Lessee hereby expressly understands and agrees that the Lessee shall have no right of ingress and egress or access hereunder or otherwise for its employees, customers, patrons, invitees and their baggage between the premises and the city streets or public ways outside the Airport by means of any mode of transportation or any vehicle which may be limited or restricted in accordance with Section 78 hereof, it being understood that access to the premises for

emergency response for reasons of safety or health shall not be deemed a breach hereof.

(b) The Lessee shall have the right of ingress and egress between the premises and the Public Landing Area at the Airport, by means of existing taxiways to be used in common with others having rights of passage thereon, provided, however, that the Port Authority may from time to time substitute other reasonably equivalent means of ingress and egress.

(c) The use of all roadways and taxiways shall be subject to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be promulgated for the safe and efficient operation of the Airport. In addition to the rights of closure granted above, the Port Authority may, at any time, temporarily or permanently close, or consent to or request the closing of, any such roadway, taxiway and any other area at the Airport presently or hereafter used as such, so long as a means of ingress and egress reasonably equivalent to that provided in paragraphs (a) and (b) above remains available to the Lessee. The Lessee hereby releases and discharges the Port Authority its successors and assigns, of and from any and all claims, demands or causes of action which the Lessee may now or at any time hereafter have against any of the foregoing, arising or alleged to arise out of the closing of any street, roadway, taxiway or other area used as such whether within or outside the Airport, provided a reasonably equivalent means of ingress and egress is available. The Lessee shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the premises or in any streets, ways and walks near the premises.

Section 10. Compliance with Governmental Requirements

(a) The Lessee shall comply with all laws and ordinances and governmental rules, regulations and orders now or at any time during the term of this Lease which as a matter of law are applicable to or which affect the operations of the Lessee at the premises hereunder and the Airport or the use or occupancy of the premises, and the Lessee shall, in accordance with and subject to the provisions of Section 48 hereof, make any and all structural and non-structural improvements, alterations or repairs of the premises that may be required at any time hereafter by any such present or future governmental law, rule, regulation, requirement, order or directive.

(b) The Lessee hereby agrees that it shall, at its own cost and expense, procure and obtain from all governmental authorities having jurisdiction over the operations of the Lessee

hereunder and shall maintain in full force and effect throughout the term of this Agreement 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, the lessor under this Agreement.

(c) The obligation of the Lessee to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property on the premises. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

(d) Since the Port Authority has agreed in the Basic Lease to conform to the enactments, ordinances, resolutions and regulations of the City of New York and its various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection which would be applicable if the Port Authority were a private corporation to the extent that the Port Authority finds it practicable so to do, the Lessee shall comply with all such enactments, ordinances, resolutions and regulations which would be applicable to its operations at the premises if the Port Authority were a private corporation except in cases where the Port Authority either notifies the Lessee that it need not comply with or directs it not to comply with any such enactments, ordinances, resolutions or regulations which are applicable only because of the Port Authority's agreement in the Basic Lease. The Lessee shall, for the Port Authority's information, deliver to the Port Authority promptly after receipt of any notice, warning, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation a true copy of the same. Any direction by the Port Authority to the Lessee not to comply with any such enactment, ordinance, resolution or regulation shall be given only pursuant to a resolution duly adopted by the Board of Commissioners of the Port Authority or by an authorized committee of its Board and if any such direction is given by the Port Authority to the Lessee, the Port Authority to the extent that it may lawfully do so, shall indemnify and hold the Lessee harmless from and against all claims, actions, damages, liabilities, fines, penalties, costs and expenses suffered or incurred by the Lessee as a result of noncompliance with such enactment, ordinance, resolution or regulation.

In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Lessee, acting in good faith, commenced after such delivery to the Port

Authority but prior to the receipt by the Lessee of a written direction from the Port Authority not to comply (and thereafter discontinued) such compliance shall not constitute a breach of this Agreement, although the Port Authority thereafter directs the Lessee not to comply. Nothing herein contained shall release or discharge the Lessee from compliance with any other provision hereof respecting governmental requirements.

(e) The Lessee shall have such time within which to comply with the aforesaid laws, ordinances, rules and regulations as the authorities enforcing the same shall allow.

Section 11. Rules and Regulations

(a) The Lessee covenants and agrees to observe and obey (and to require its officers, employees, guests, invitees, and its Approved Sublessees and their officers, employees, guests, invitees, and those doing business with it to observe and obey) the existing Rules and Regulations of the Port Authority in effect as of the execution of this Agreement and such reasonable future Rules and Regulations and amendments and supplements to existing Rules and Regulations for the government of the conduct and operations of the Lessee and others on the premises as may from time to time during the letting be promulgated by the Port Authority for reasons of safety, health, noise, sanitation or good order. The obligation of the Lessee to require such observance and obedience on the part of its guests, invitees, and those doing business with it shall obtain only while such persons are on the premises. The Port Authority agrees that except in cases of emergency, it will give notice to the Lessee of every such future rule or regulation adopted by it at least ten (10) days before the Lessee shall be required to comply therewith.

(b) The use by the Lessee and its officers, employees, guests, invitees, Approved Sublessees, and those doing business with it, of the Public Aircraft Facilities and any and all other portions of the Airport which it may be entitled to use under this Lease (other than space leased to the Lessee for its exclusive use) shall be subject to the Rules and Regulations of the Port Authority in effect as of the execution of this Agreement, and such reasonable future rules and regulations (including amendments and supplements to existing Rules and Regulations) as the Port Authority may from time to time promulgate in the public interest and in the interest of health, safety, noise, sanitation, good order and the economic and efficient operation of the Airport, including but not limited to, the number and type of aircraft which at any particular time may use the Public Aircraft Facilities and the time or times when such aircraft may use the Public Aircraft Facilities. Without

limiting the foregoing, the Port Authority may take into account in adopting such Rules and Regulations the adequacy, capacity and suitability of (i) aircraft using the Airport, (ii) passenger handling facilities at the Airport including, but not limited to the Passenger Distribution System, (iii) the Public Aircraft Facilities at the Airport, (iv) the roadways and (v) the parking facilities. In the event the Port Authority promulgates rules and regulations pursuant to this paragraph (b), the Port Authority may devise and implement reasonable procedures governing the affected use of the Public Aircraft Facilities, including but not limited to, allocations among Aircraft Operators at the Airport.

(c) If a copy of the Rules and Regulations is not attached, then the Port Authority will notify the Lessee thereof by delivery of a copy, or by making a copy available at the office of the Secretary of the Port Authority.

Section 12. Various Obligations of the Lessee

(a) The Lessee shall conduct its operations hereunder in an orderly and proper manner, considering the nature of such operations so as not to annoy, disturb or be offensive to others at or off the Airport. The Lessee shall take all reasonable measures (1) to eliminate or reduce as low as possible vibrations tending to damage any equipment, structure, building or portion of a building which is on the premises, or is a part thereof, or is located elsewhere on or off the Airport; and (2) to keep the sound level of its operations as low as possible.

(b) The Lessee shall use its best efforts to conduct all operations at the premises in a safe and careful manner, following in all respects the best practices of the air transportation industry in the United States.

(c) The Port Authority shall have the right to object to the Lessee regarding the conduct and demeanor of the employees of the Lessee whereupon the Lessee will take all steps reasonably necessary to remove the cause of the objection. If requested by the Port Authority the Lessee shall supply and shall require its employees to wear or carry badges or other suitable means of identification, which shall be subject to the prior and continuing approval of the General Manager of the Airport.

(d) The Lessee shall control all vehicular traffic on the roadways or other areas within the premises or serving the same the use of which is granted to the Lessee hereunder and shall take all precautions reasonably necessary to promote the safety of all persons. The Lessee shall employ such means as may

be necessary to direct the movement of vehicular traffic within the premises to prevent traffic congestion on the public roadways leading to the premises.

(e) The Lessee shall remove from the Airport or otherwise dispose of in a manner approved by the General Manager of the Airport, all garbage, debris and other waste materials (whether liquid or solid) arising out of the occupancy or use of the premises or out of its operations at the Airport. Any such which may be temporarily stored in the open shall be kept in suitable garbage and waste receptacles, the same to be made of metal or other suitable material, and equipped with tightfitting covers, and to be of a design to safely and properly contain whatever material may be placed therein. The Lessee shall use extreme care when effecting removal of all such waste materials, and shall effect such removal at such times and by such means as first approved by the Port Authority. No such garbage, debris, or other waste materials, shall be or be permitted to be thrown, discharged or deposited into or upon the waters at or bounding the Airport.

(f) From time to time and as often as reasonably required by the Port Authority, the Lessee shall conduct pressure, waterflow, and other appropriate tests of the fire extinguishing system and apparatus which constitute a part of the premises. The Lessee shall keep in proper functioning order all firefighting equipment on the premises and the Lessee shall at all times maintain on the premises adequate stocks of fresh, usable chemicals for use in such system and apparatus. The Lessee shall notify the Port Authority prior to conducting such tests. If requested by the Port Authority, the Lessee shall furnish the Port Authority with a copy of written reports of such tests.

(g) It is the intention of the parties hereto that noise caused by aircraft engine operations shall be held to a minimum considering the nature of operations at the premises. To this end the Lessee will require that its Approved Sublessees or any others operating on the premises conduct their operations in such a manner as to keep the noise produced by aircraft engines to a minimum and where appropriate shall employ noise arresting and noise reducing devices that are suitable. Aircraft testing and aircraft runups will be conducted only in such areas as shall meet with the prior and continuing approval of the Port Authority. The obligations assumed by the Lessee under this paragraph (g) shall not diminish, limit, modify or affect all other obligations of the Lessee with respect to noise under this Agreement.

(h) In the use of the premises, the Lessee shall use its best efforts to minimize jet or prop blast interference to aircraft operating on or to buildings and structures now located on or which in the future may be located on areas adjacent to the premises. In the event the Port Authority determines at any time and from time to time that the Lessee or the Approved Sublessees, or any of them, or any others operating on the premises have not so minimized the jet or prop blast interference, it may serve a notice to the Lessee to such effect and if the condition is not corrected to the satisfaction of the Port Authority within thirty days after the service of said notice, the Lessee hereby covenants and agrees to erect and maintain at its own expense such structure or structures as may be necessary to minimize the said jet or prop blast interference, subject, however, to the prior written approval of the Port Authority as to the type, manner and method of construction. The obligations assumed by the Lessee under this paragraph shall not diminish, limit, modify or affect all other obligations of the Lessee with respect to interference under this Agreement.

(i) The Lessee agrees that it will not erect, construct or maintain or otherwise create or continue any obstacle or so park or store, or permit or allow to be parked or stored, any aircraft or other object on the premises so as to create any obstacle that will hamper or interfere with the free, orderly, unobstructed and uninterrupted passage of vehicles, aircraft or of the wings or other integral part of aircraft of any type, nature or description, while such vehicle is operating or aircraft is taxiing or being transported or towed along any runways, taxiways and roads outside of and adjacent to the premises.

(j) In addition to compliance by the Lessee with all laws, ordinances, governmental rules, regulations and orders now or at any time in effect during the term of the letting hereunder which as a matter of law are applicable to the operation, use or maintenance by the Lessee of the premises or the operations of the Lessee under this Agreement (the foregoing not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them), the Lessee agrees that it shall exercise the highest degree of safety and care and shall conduct all its operations under the Agreement and shall operate, use and maintain the premises in accordance with the highest standards and in such manner that there will be at all times a minimum of air pollution, water pollution or any other type of pollution and a minimum of noise emanating from, arising out of or resulting from the operation, use or maintenance of the premises by the Lessee or by the Approved Sublessee, or any of them, and from the operations of the Lessee

under this Agreement. The Port Authority hereby reserves the right from time to time and at any time during the term of the Lease to require the Lessee, and the Lessee agrees to design and construct at its sole cost and expense such reasonable structures, fences, equipment, devices and other facilities as may be necessary or appropriate to accomplish the objectives as set forth in the first sentence of this paragraph. All locations, the manner, type and method of construction and the size of any of the foregoing shall be determined by the Port Authority. The Lessee shall submit for Port Authority approval its plans and specifications covering the required work and upon receiving such approval shall proceed diligently to construct the same.

The obligations assumed by the Lessee under the paragraph (j) hereof shall continue throughout the term of this Lease and shall not be limited, affected, impaired or in any manner modified by the fact that the Port Authority shall have approved any Construction Application and supporting plans, specifications and contracts covering 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 term of the Lease consented to or approved any particular procedure or method of operation which the Lessee may have proposed or the Port Authority may have itself prescribed the use of any procedure or method. The agreement of the Lessee to assume the obligations under this paragraph (j) is a special inducement and consideration to the Port Authority in entering into this Lease with the Lessee.

(k) The Lessee shall periodically inspect, clean out and maintain the oil separators serving the premises which are located on the premises and the oil separators located outside the premises if they exclusively serve the premises.

(l) The Lessee shall at all times during the term of this Agreement on a twenty-four hour basis maintain sufficient qualified personnel at the Airport or on call within 30 minutes, who shall be qualified to perform the maintenance obligations of the Lessee under this Agreement and particularly be able to respond to all emergencies.

Section 13. Prohibited Acts

(a) The Lessee shall commit no nuisance, waste or injury at the Airport, and shall not do or permit to be done anything which may result in the creation or commission or maintenance of such nuisance, waste or injury at the Airport.

(b) The Lessee shall not create nor permit to be caused or created at the Airport any obnoxious odors or smokes, or noxious gases or vapors. The creation of exhaust fumes by the operation of internal combustion engines or aircraft engines of other types, so long as such engines are maintained and are being operated in a proper manner, shall not be a violation of this paragraph (b).

(c) The Lessee shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of the drainage and sewerage system, water system, communications system, electrical, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, or any other part of utility, electrical mechanical or other systems installed or located from time to time at the Airport.

(d) The Lessee shall not do or permit to be done any act or thing at the Airport (1) which will invalidate or conflict with any fire insurance, extended coverage or rental insurance policies covering the premises or any part thereof, or the Airport, or any part thereof, or (2) which may constitute an extra hazardous condition, so as to increase the risks normally attendant upon the operations permitted by this Agreement. The Lessee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of Insurance Services Office of New York and the National Fire Protection Association, or of any other board or organization exercising or which may exercise similar functions, which may pertain or apply to the operations of the Lessee or the Approved Sublessees (or any of them) at the Airport and the Lessee shall, subject to and in accordance with the provisions of Section 48 hereof, make any and all structural and non-structural improvements, alterations or repairs to the premises required at any time hereafter by any such present or future rule, regulation, requirement, order or direction. If by reason of any failure on the part of the Lessee to comply with the provisions of this paragraph any fire insurance rate, extended coverage or rental insurance rate on the premises or any part thereof, or on the Airport or any part thereof, shall at any time be higher than it would otherwise be then the Lessee shall pay to the Port Authority, as an item of additional rental, that part of all insurance premiums paid by the Port Authority which shall have been charged because of such violation or failure by the Lessee.

(e) The Lessee shall not dispose of nor permit any one to dispose of any waste material taken from aircraft (whether liquids or solid) by means of the toilets, manholes, sanitary

sewers or storm sewers in the premises except after treatment in installations or equipment included in plans and specifications submitted to and approved by the Port Authority.

(f) The Lessee shall not keep or store during any 24 hour period flammable liquids within any enclosed portion of the premises (other than in rooms or areas expressly constructed for the storage of such liquids) in excess of the Lessee's working requirements during the said 24 hour period. Any such liquids having a flash point of less than 110 degrees Fahrenheit shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories or the Factory Mutual Insurance Association.

(g) (1) The Lessee shall prevent access by persons or vehicles (unless duly authorized by the Port Authority) to the Public Landing Area from the premises except for aircraft, which aircraft shall be equipped with radio receivers tuned to control tower frequencies and adequately manned in accordance with applicable Rules and Regulations. Such aircraft may be towed by a motor vehicle equipped with a radio receiver tuned to the appropriate control tower frequency and adequately manned or such other means as may be approved by the Port Authority. The Lessee shall control access by aircraft passengers and patrons from and to aircraft ramp, apron and parking areas on the premises and shall maintain control of such passengers and patrons while they are upon said areas by proper measures to insure that the highest standards of safety are maintained.

(2) The Lessee shall furnish adequate security and guard service or such comparable means as approved by the Port Authority from time to time, on a 24 hour, seven day-a-week basis for the prevention of access to and control of persons on the aeronautical operations areas of the premises and the prevention of access to the Public Landing Area. Without limiting the generality of Section 10 hereof, the Lessee acknowledges and agrees that it shall comply, and shall require and ensure that its Approved Sublessees comply, with all the requirements of FAR 107 and any succeeding or superseding regulations.

(h) The Lessee shall not use or permit the use of any structural supporting member of the building or roof or any part thereof for the storage of any material or equipment, or hoist, lift, move or support any material or equipment or other weight or load, by means of said trusses or structural supporting members, without prior approval of the Port Authority.

(i) The Lessee shall not overload any floor on the premises, and shall repair, replace or rebuild any floor,

including supporting members, damaged by overloading. Nothing in this paragraph or elsewhere in this Agreement shall be or be construed to be a representation by the Port Authority of the weight any floor or paved area will bear.

(j) The Lessee shall not use any cleaning materials having a harmful corrosive effect on any part of the premises.

(k) The Lessee shall not fuel or defuel any equipment in the enclosed portions of the premises without prior approval of the General Manager of the Airport.

(l) The Lessee shall not start or operate any engine or any item of automotive equipment in any enclosed space at the Airport unless such space is adequately ventilated and unless such engine is equipped with a proper spark-arresting device which has been approved by the Port Authority.

(m) The Lessee shall not operate or cause or allow to be operated aircraft engines in any areas of the premises other than for the purpose of taxiing or maneuvering aircraft to and from the premises or in connection with authorized aircraft maintenance on the premises. (The Lessee shall not perform any aircraft maintenance on the premises other than emergency or turn-around maintenance.)

(n) The Lessee shall not keep or store aviation fuel on the premises except that fueling equipment may be operated on the unenclosed portions of the premises in accordance with all the provisions of this Agreement and with the Port Authority Rules and Regulations pertaining thereto.

Section 14. Care, Maintenance, Rebuilding and Repair by the Lessee

(a) The Lessee shall repair, replace, rebuild and paint all or any part of the Airport which may be damaged or destroyed by the acts or omissions of the Lessee or of any Approved Sublessee or of any partner of the Lessee or by those of the officers or employees of the Lessee or of any Approved Sublessee or of any partner of the Lessee or of other persons on or at the premises with the consent of the Lessee or of any Approved Sublessee or of any partner of the Lessee (but, as to areas outside of the premises, only by the acts or omissions of the Lessee or its officers or employees or its business guests, or of an Approved Sublessee or Approved Sublessees or its or their employees, officers, or its or their business guests).

(b) The Lessee shall, throughout the term of this Lease, assume the entire responsibility for, shall perform and shall relieve the Port Authority from all responsibility for all repair, replacement, rebuilding and maintenance whatsoever in the premises, whether such repair, replacement, rebuilding or maintenance be ordinary or extraordinary, partial or entire, inside or outside, foreseen or unforeseen, structural or otherwise, and without limiting the generality of the foregoing, the Lessee shall:

(1) Keep at all times in a clean and orderly condition and appearance, the premises and all the Lessee's fixtures, equipment and personal property which are located in any part of the premises which is open to or visible by the general public;

(2) Remove all snow and ice and perform all other activities and functions necessary or proper to make the premises available for use;

(3) Take good care of the premises and maintain the same at all times in good condition, except for reasonable wear and tear which does not adversely affect the efficient or the proper utilization thereof; including but not limited to painting (the exterior of the premises and areas visible to the general public to be painted only in colors which have been approved by the Port Authority); and make all repairs and replacements, and do all rebuilding, inside and outside, ordinary and extraordinary, partial and entire, foreseen and unforeseen, structural or otherwise, which repairs, rebuilding and replacements by the Lessee shall be in quality and class not inferior to the original in materials and workmanship; and to pay promptly the cost and expense of such repairs, replacements and maintenance;

(4) Provide and maintain all obstruction lights and similar devices on the premises, and provide and maintain all fire protection and safety equipment and all other equipment of every kind and nature required by any law, rule, ordinance, resolution or regulation of the type and nature described in Sections 10 and 11 of this Agreement. The Lessee shall enter into and keep in effect throughout the term of the Lease a contract or contracts with a central station alarm company acceptable to the Port Authority to provide continuous and automatic surveillance of the fire protection system on the premises. The Lessee shall insure that all fire alarm signals with respect to the premises shall also be transmitted to the Airport's police emergency alarm board or to such other location on the Airport as the General Manager of the Airport may direct.

The Lessee's obligations hereunder shall in no way create any obligation whatsoever on the part of the Port Authority;

(5) Take such anti-erosion measures and maintain the landscaping at all times in good condition, including but not limited to periodic replanting, as the Port Authority may require, and perform and maintain such other landscaping with respect to all portions of the premises not paved or built upon, as the Port Authority may reasonably require;

(6) Be responsible for the maintenance and repair of all utility service lines, including but not limited to, service lines for the supply of water, electric power and telephone conduits and lines, sanitary sewers and storm sewers, located upon the premises or located adjacent to the premises and serving the premises exclusively.

(7) Be responsible for appropriate lighting of all ramp and apron areas and for the maintenance and repair of all access roadways, taxiways and ramp and apron areas located upon the premises or located adjacent to the premises and used exclusively by those operating at or occupying the premises.

(8) Repair any damage to the paving or other surface of the premises caused by any oil, gasoline, grease, lubricants or other flammable liquids and substances having a corrosive or detrimental effect thereon.

(c) If the performance of any of the foregoing repair, maintenance, replacement, repainting or rebuilding obligations of the Lessee requires work to be performed near an active taxiway or where safety of operations is involved, the Lessee agrees that it will at its own expense, post guards at such locations to insure the safety of the work performed thereat.

(d) In the event the Lessee fails to commence so to maintain, clean, repair, replace, lamp, relamp, rebuild, paint repaint or to restore as required by this Agreement within a period of twenty (20) days after notice from the Port Authority so to do in the event that the said notice specifies that the required work to be accomplished by the Lessee includes maintenance or repair other than preventive maintenance, or within a period of one hundred eighty (180) days if the said notice specifies that the work to be accomplished by the Lessee involves preventive maintenance only, or fails diligently to continue to completion the cleaning, maintenance, repair, replacement, lamping and relamping, rebuilding, painting, repainting or restoration of all of the premises required to be repaired, replaced, rebuilt, painted, repainted or restored by

the Lessee under the terms of this Agreement, the Port Authority may, at its option, and in addition to any other remedies which may be available to it, clean, maintain, repair, replace, lamp or relamp, rebuild, paint, repaint or restore all or any part of the premises included in the said notice, and the cost thereof shall be payable by the Lessee upon demand.

Section 15. Insurance

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

The aforesaid insurance coverage and renewals thereof shall insure the Port Authority, the Lessee and the City of New York, 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 premises or any part thereof shall be damaged by any casualty against which insurance is carried pursuant to this Section 15, the Lessee 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 Section shall be delivered by the Lessee to the Port Authority at least thirty (30) days prior to the commencement date of the term of the letting hereunder 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 New York thirty (30) 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 thirty (30) 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 Section 15 shall be applied as provided in Section 16; and the word "insurance" and all other references to insurance in said Section 16 shall be construed to refer to the insurance which is the subject matter of this Section 15, and to refer to such insurance only.

The insurance covered by this Section 15 shall be written by companies approved by the Port Authority, the Port Authority covenanting and agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Lessee shall promptly obtain a new and satisfactory policy in replacement, the Port Authority covenanting and agreeing not to act unreasonably hereunder. If the Port Authority at any time so requests, the Lessee shall make available to the Port Authority at a location in the Port of New York District, during normal business hours, the original or a certified copy of the entirety of each of the said policies and shall, upon request, deliver to the Port Authority a certified copy of such portions of said policies pertaining to the coverage hereunder as the Port Authority shall request.

As to the insurance covered by the above provisions, the Lessee expressly agrees that the Port Authority shall have the right at any time and from time to time to pay directly to the insurance company the premium or premiums on such insurance, with notice to the Lessee of the same given concurrently or within a reasonable period of time thereafter, and the Lessee hereby

further agrees to reimburse to the Port Authority the amounts of any and all such premium payments made by the Port Authority promptly and no later than thirty (30) days from the date of the Port Authority's submission to the Lessee of a bill or bills for said amounts; further, and to effectuate the foregoing, the Lessee agrees that each policy of insurance shall, without limiting any other term or provision hereof, contain a valid provision obligating the insurance company (i) to submit duplicate copies to the Port Authority of all premium notices, including without limitation notices of non-payment of premium, said insurance company sends to or is required to send to the Lessee (ii) to accept payment of any such premium directly from the Port Authority in the event the Port Authority elects to make such payment, upon failure of the Lessee to make any such premium payment, prior to its termination or cancellation of such insurance for non-payment of premium; it being understood and agreed that neither the foregoing, nor any payment made by or not made by the Port Authority nor any notice given by the Port Authority hereunder shall or shall be deemed to release or relieve the Lessee from any of the terms, covenants, provisions and conditions under this Agreement or under the Lessee's insurance policy nor to constitute or create any obligation on the part of the Port Authority to the Lessee or the insurance company to make such payment or any other or further payment or payments nor to constitute or create any claim or right in the Lessee or any other person to have any such payment or any other or further payment or payments made by the Port Authority.

Section 16. Damage to or Destruction of the Premises

(a) Removal Of Debris. If the premises, or any part thereof shall be damaged by fire, the elements, the public enemy or other casualty, the Lessee shall promptly remove all debris resulting from such damage from the premises, and to the extent, if any, that the removal of debris under such circumstances is covered by insurance as provided in Section 15 hereof, the proceeds thereof shall be made available by the Port Authority to and be used by the Lessee for such purpose.

(b) Minor Damage. If the premises, 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, the premises shall be repaired with due diligence in accordance with the plans and specifications for the premises as they existed prior to such damage by and at the expense of the Lessee and if such damage is covered by insurance as provided in Section 15 hereof, the proceeds thereof shall be made available by the Port Authority to and be used by the Lessee for such repairs.

(c) Major Damage to or Destruction of the Premises. If the premises, or any part thereof shall be destroyed or so damaged by fire, the elements, the public enemy of other casualty as to be untenantable or unusable for ninety (90) days, or if within ninety (90) days after such damage or destruction the Lessee notifies the Port Authority in writing that in its opinion said premises will be untenantable or unusable for ninety (90) days then: The Lessee shall proceed with due diligence to make the necessary repairs or replacements to restore such premises in accordance with the plans and specifications for the premises as the same existed prior to such damage or destruction; or with the approval in writing of the Port Authority make such other repairs, replacements or changes as may be desired by the Lessee. If such destruction was covered by insurance as provided in Section 15 hereof, the proceeds thereof shall be made available by the Port Authority to and used by the Lessee for such restoration.

(d) The obligation of the Lessee to repair or replace shall be limited to the amount of the insurance proceeds provided the Lessee has carried insurance to the extent and in accordance with Section 15 hereof. Any excess of the proceeds of insurance over the costs of the restoration shall be retained by the Port Authority.

(e) The parties hereby stipulate that neither the provisions of Section 227 of the Real Property Law of New York nor those of any other similar statute shall extend or apply to this Agreement.

Section 17. Assumption of Maintenance and Repair of the Premises by the Port Authority

Subdivision I. Defined Terms in this Section.

The following terms shall have the meanings stated in this Subdivision I for the purposes of this Section:

(a) "Assumable Maintenance and Repair" shall mean the obligation of the Lessee to clean, maintain, perform janitorial services and perform structural and non-structural improvements, repairs and rebuilding as such obligations are set forth in:

(i) paragraphs (a) and (b) of Section 14 hereof; and

(ii) Section 10 hereof insofar as laws, ordinances and governmental rules, regulations, orders, requirements and

directions require structural and non-structural improvements, alterations or repairs of the premises; and

(b) The "Cost of Assumable Maintenance and Repair" shall, for each calendar year, consist of the sum of the Operation and Maintenance Cost and the Annual Capital Cost which shall both be determined as follows:

(i) The Port Authority will determine the total of all costs incurred or accrued during each calendar year in connection with the Assumable Maintenance and Repair in accordance with normal Port Authority accounting practice and as follows:

The Port Authority will apportion Assumable Maintenance and Repair performed between "Operation and Maintenance" and "Capital Work". The cost of Operation and Maintenance is hereinafter called the "Operation and Maintenance Cost" and the cost of the Capital Work is hereinafter called the "Capital Cost".

(ii) Operation and Maintenance Cost for each calendar year shall consist of the following expenditures for, in connection with, or related to Operation and Maintenance:

(1) On-the-job payroll costs of employees and supervisory personnel (including Airport supervisors, foremen and clerks) including, but not limited to, contributions to any retirement system or the cost of or participation in any pension plans or the like, social security, old age, survivor's, disability and unemployment insurance and other insurance costs, sick leave pay, holiday, vacation, authorized absence and severance pay, other employee fringe benefits and any other payments made or costs incurred whether pursuant to law or by Port Authority policy to or with respect to said employees and personnel;

(2) The cost (including rental charges) of materials, equipment, supplies and utilities (including but not limited to, electricity, water and phone);

(3) Payment to contractors and any other third persons, firms or corporations for work performed or services rendered;

(4) The cost of any performance bond or bonds;

(5) The cost of insurance;

(6) Any other direct costs as charged under the Port Authority's normal accounting practice;

(7) Twenty-five percent (25%) of the sum of all of the foregoing items (1) through (6).

(iii) A. Capital Cost for each calendar year shall consist of the following expenditures, for, in connection with, or related to Capital Work;

(1) On-the-job payroll costs of employees and supervisory personnel (including Airport supervisors, foremen and clerks) including but not limited to, contributions to any retirement system or the cost of or participation in any pension plans or the like, social security, old age, survivor's, disability and unemployment insurance and other insurance costs, sick leave pay, holiday, vacation, authorized absence and severance pay, other employee fringe benefits and any other payments made or costs incurred whether pursuant to law or by Port Authority policy to or with respect to said employees and personnel;

(2) The cost (including rental charges) of materials, supplies, equipment and utilities (including but not limited to electricity, water and phone):

(3) Payment to contractors and any other third persons, firms or corporations for work performed or services rendered;

(4) The cost of any performance bond or bonds;

(5) The cost of any insurance;

(6) Payments to independent consultants, architects and engineers engaged or retained by the Port Authority;

(7) Any other direct costs as charged under the Port Authority's normal accounting practice;

(8) Financial Expense on the foregoing computed in accordance with Port Authority accounting practice;

(9) Ten percent (10%) of the sum of all the foregoing items (1) through (8);

B. "Annual Capital Cost" shall mean the total of all annual amounts based upon the amortization of the Capital Cost for each calendar year over the shorter of the weighted average period of the useful life of the Capital Work for each calendar year, or the remaining term of this Agreement as determined by the Port Authority. Each annual amount shall be determined on the basis of an equal annual payment method. The rate used in determining the Annual Capital Cost for all of the annual amounts shall be for each successive calendar year an annual percentage rate equal to the sum of (i) the average of all the weekly indices of the Bond Buyer Revenue Bond Index as reported in the publication "The Bond Buyer" for the 52-week period in the immediately preceding calendar year and (ii) three (3) percentage points. For purposes of example and illustration only, The Bond Buyer Revenue Bond Index for the week ending January 15, 1988 was 8.31% as set forth in the table entitled "Bond Buyer Indices" on page 30 of The Bond Buyer, Vol. 283 No. 230, New York, N.Y., dated January 15, 1988. In the event that The Bond Buyer or its weekly Bond Buyer Revenue Bond Index shall be discontinued prior to the commencement date of the term of the letting a comparable substitute for such Index shall be mutually agreed upon in writing by the Lessee and the Port Authority within thirty (30) days after discontinuance. In the event that the Port Authority and the Lessee shall fail to agree upon such a substitute within the time hereinabove specified then upon notice of either party such dispute shall be disposed of by arbitration in accordance with the then existing rules of the American Arbitration Association or any successor association. One half of the cost of said arbitration shall be borne by the Port Authority and the other half of said cost shall be borne by the Lessee.

Subdivision II. Commencement of Performance of Assumable Maintenance and Repair

(a) The "Assumable Maintenance and Repair Effective Date" shall be the date, from time to time, determined as follows:

(i) The Port Authority may at any time and from time to time during the term of this Agreement advise the Lessee, by notice, of one or more deficiencies in the performance by the Lessee of the Assumable Maintenance and Repair, or in any portion, or portions, thereof. Such notice shall specify the aforesaid deficiencies in reasonable detail. In such notice the Port Authority shall also advise the Lessee of what reasonable period of time shall be afforded the Lessee to cure such deficiencies and the Port Authority shall advise the Lessee

therein when and where its representatives may meet with representatives of the Port Authority to discuss the foregoing. The Port Authority will consider the response, if any, of representatives of the Lessee, as given at the aforesaid meeting or during such period for a further response from the Lessee, as the Port Authority may, in its sole discretion, afford the Lessee. The Port Authority may, after the occurrence of the above, advise the Lessee, by notice, that it has elected not, at that time, to assume the performance of the Assumable Maintenance and Repair. The Port Authority, in its sole discretion, may condition such an election on such terms as it chooses to include in the notice, including the taking of certain remedial or other actions by the Lessee to the continuing satisfaction of the Port Authority. The fact that the Port Authority may previously have given a notice under this subparagraph but has subsequently elected on one or more occasions not to assume the performance of the Assumable Maintenance and Repair or having on one or more occasions assumed the Assumable Maintenance and Repair and thereafter returned the said obligations to the Lessee pursuant to the provisions hereof, shall not be deemed to limit the right of the Port Authority to, at any time, give another notice of one or more deficiencies pursuant to this subparagraph or notice pursuant to subparagraph (ii) below.

(ii) The Port Authority may at any time and from time to time during the term of this Agreement, but only after the issuance of a notice described above and giving the opportunity to cure as provided above, advise the Lessee, by notice, that commencing on a date to be specified in such notice, which shall be not less than ninety (90) days after the giving thereof, the Port Authority will perform the Assumable Maintenance and Repair. Such date as the same may be established from time to time shall be the "Assumable Maintenance and Repair Effective Date".

Subdivision III. Performance of the Assumable Maintenance and Repair

(a) The Port Authority shall perform the Assumable Maintenance and Repair from and after the Assumable Maintenance and Repair Effective Date with the Cost of Assumable Maintenance and Repair to be paid by the Lessee as provided in Subdivision IV below.

(b) The Lessee and the Port Authority each acknowledge and agree that the rights and obligations of the Port Authority and the Lessee hereunder are limited to the performance of all of the Assumable Maintenance and Repair by the Port Authority and not of particular portions thereof.

(c) The Lessee shall give its full cooperation to the Port Authority so as to better enable the Port Authority and its contractors to perform the Assumable Maintenance and Repair and the Port Authority and its employees, agents and contractors shall have the right to enter the premises at all reasonable times to perform the Assumable Maintenance and Repair.

Subdivision IV. Payment for the Assumable Maintenance and Repair

The Cost of the Assumable Maintenance and Repair shall be payable by the Lessee from and after the Assumable Maintenance and Repair Effective Date as follows:

(a) The Port Authority shall establish monthly interim billing rates. Such billing rates shall be based upon determinations by the Port Authority of its estimate of the Cost of the Assumable Maintenance and Repair for the calendar year or; for the portion of the calendar year in which the Assumable Maintenance and Repair Effective Date, if less than a calendar year, shall occur or for the portion of the calendar year during which the term of this Agreement shall expire, if less than a calendar year. Such determinations shall be based upon the prior calendar year's experience, if any, and upon other such reasonable basis as the Port Authority shall select. The Port Authority may prospectively revise its billing rates during any calendar year. The Lessee shall pay current billings as they are received.

(b) As soon as practicable after the expiration of each calendar year, the Port Authority shall determine the actual Cost of the Assumable Maintenance and Repair for the preceding calendar year and shall determine the amounts payable by the Lessee. In the event the Assumable Maintenance and Repair Date does not fall on the first day of a calendar year or in the event the term of this Agreement expires on a day other than the last day of a calendar year the Annual Capital Cost for said calendar year shall be prorated based on the number of days during said calendar year during which the Port Authority provides the Assumable Maintenance and Repair. Corrected billings based upon such determination shall thereupon be rendered by the Port Authority to the Lessee and if any monies are due to the Port Authority they shall be promptly paid by the Lessee and if any monies are due to the Lessee they shall be credited to it.

Subdivision V. Limitation of Port Authority Obligations and No Waiver of Rights of Port Authority

(a) The right and obligation of the Port Authority to perform the Assumable Maintenance and Repair shall not release, waive or affect the obligations of the Lessee with respect thereto set forth in any provision of this Agreement, nor limit, waive or affect any rights of termination with respect thereto, including but not limited to, the right of the Port Authority to terminate this Agreement, whether before or after the occurrence of the Assumable Maintenance and Repair Effective Date pursuant to Section 29 of this Agreement.

(b) The Port Authority shall not be obligated to the Lessee to furnish the Assumable Maintenance and Repair at any time while the Lessee shall be in default under this Agreement.

(c) No failure, delay or interruption in performing the Assumable Maintenance and Repair by the Port Authority shall be or be construed to be an eviction of the Lessee or grounds for the diminution or abatement of rentals, fees, or other charges, or (unless resulting from the negligence or wilful failure of the Port Authority) shall be grounds for termination of this Agreement by the Lessee pursuant to Section 52 hereof or for any claims by the Lessee for damages, consequential or otherwise.

(d) The Port Authority shall be under no obligation to perform the Assumable Maintenance and Repair if and to the extent that during any period such performance shall be prohibited, limited 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. Furthermore, the obligation of the Port Authority to perform the Assumable Maintenance and Repair shall be deemed limited and modified during any period that repair or rebuilding of the premises is required pursuant to Section 14 or Section 16 hereof.

Subdivision VI. Return of the Assumable Maintenance and Repair to the Lessee

At any time and from time to time after the Port Authority may have exercised its rights under Subdivision II (a) (ii)) to perform the Assumable Maintenance and Repair the Port Authority shall have the right, upon notice to the Lessee to return the obligation to perform the Assumable Maintenance and Repair to the Lessee commencing on a date to be specified in such notice which date shall be not less than thirty (30) nor more than ninety (90) days from the giving of such notice. Such date shall be "the Return Date of the Assumable Maintenance and

Repair". From and after the Return Date of the Assumable Maintenance and Repair the Lessee shall perform the Assumable Maintenance pursuant to and in accordance with all the terms and provisions of the Lease including, but not limited to, this Section 17.

From and after the Return Date of the Assumable Maintenance and Repair the Lessee shall continue to pay the cost of Assumable Maintenance and Repair, it being understood, that nothing herein shall release or be deemed to release the Lessee from the payment to the Port Authority of the cost of Assumable Maintenance and Repair including that portion thereof consisting of the Annual Capital Cost in accordance with Subdivision IV hereof arising prior to the Return Date of the Assumable Maintenance and Repair; nor shall anything herein require the Port Authority to make any calculation or determination with respect to the cost of Assumable Maintenance and Repair prior to the time specified therefor in Subdivision IV hereof.

Section 18. Joint Periodic Condition Survey

In addition to and without limiting Sections 10 through 17 and Sections 21, 22, 24, 36 and 87 hereof or any other term, provision, covenant or condition of this Agreement, the Lessee and the Port Authority hereby agree that, in addition to any other inspection of the premises which may be made under any other Section of this Agreement or otherwise, a Condition Survey (as hereinafter defined) of the premises shall be conducted by the Contractor (as hereinafter defined) at each of the time periods specified below subject to and in accordance with the following terms and conditions:

(a) As used herein the following terms shall have the following meanings:

(1) "Condition Survey" shall mean an inspection by the Contractor of the premises, including without limitation the then current state of cleaning, maintenance, janitorial services, painting, structural and nonstructural conditions, surface and subsurface conditions, environmental conditions, lighting of building areas, ramp and apron areas, and the condition of utilities and utility systems, fire-fighting and fire protection equipment and systems, communications and communications systems, antipollution systems and devices, fuel facilities and systems, and the Lessee's fixtures, equipment and personal property, and also including the items mentioned or covered by Sections 10 through 17, 21, 24, 36 and 87 hereof;

(2) "Contract" and "Condition Survey Contract" shall mean and refer to a contract awarded to a contractor, or entered into between the Port Authority and a contractor, for the performance by such contractor of a Condition Survey at any of the applicable times as specified in subparagraph (b) hereof;

(3) "Contractor" shall mean and refer to the contractor to whom the Contract is awarded by the Port Authority, or with whom the Port Authority enters into a Contract, for a Condition Survey which contractor shall be a reputable engineering firm, licensed or authorized to do business in the State of New York;

(4) "Costs of the Condition Survey" shall mean and include with respect to each Condition Survey all sums paid and expenses incurred by the Port Authority, including without limitation all interest, costs, damages and penalties, in accordance with the provisions of Section 22 hereof, and including without limitation, with respect to each Contract, all amounts paid or to be paid to the Contractor under the terms of its Contract for, relating to or in connection with Condition Survey work to be performed under the Contract;

(5) "Contract Condition Survey Report" and "Report" shall mean the report prepared by the Contractor under its Contract after its completion of the Condition Survey work under its Contract including without limitation any and all recommendations for repair, maintenance, rebuilding and cleaning of all items or areas covered by the Condition Survey;

(6) "Report Date" shall mean the date of the Port Authority's written notice to the Lessee by which the Port Authority delivers to the Lessee the Report prepared by the Contractor after its completion of the Condition Survey under its Contract including without limitation any and all recommendations for repair, maintenance, rebuilding and cleaning of items or areas covered by the Condition Survey; as such Date is set forth in said written notice signed by the Director of the Aviation Department of the Port Authority.

(b) No earlier than sixty (60) days preceding the expiration of each period consisting of five (5) consecutive years occurring during the term of this Lease, beginning with the first such five-year period which commences on the D.B.O. (as defined in Section 4 I.(a)(3) hereof), and no earlier than sixty

(60) days preceding the last day of the month which constitutes the twelfth month preceding the expiration date of the term of the letting under this Agreement, the Port Authority may advise the Lessee of a proposed contract including the name of the proposed contractor who will perform a Condition Survey, as defined above. Within thirty (30) days after the Port Authority's notice to the Lessee, the Lessee shall advise the Port Authority in writing of its concurrence or objection to the proposed contract. In the event the Lessee fails to respond during the said time period said nonresponse shall be deemed a concurrence and the Port Authority shall proceed with the said contract for purposes of performing a Condition Survey. In the event the Lessee notifies the Port Authority of its objections to the proposed contract or contractor the parties hereby agree to consult with each other in good faith to resolve such dispute. If such resolution is not reached within a reasonable period of time not to exceed thirty (30) days, then the Port Authority, if it so elects, shall make a determination as to the issue or issues in dispute. The parties hereby agree that the Port Authority's determination of said issues, including the Contract and the Contractor shall be final.

(c) It is hereby expressly understood and agreed that the selection of each Contractor for the purposes of a Condition Survey and including the award of any contract to such contractor shall be subject to and consistent with the Port Authority's policies and practices for the selection and award of similar contracts and the Port Authority shall have as full a right to require the use of competitive bidding and award, or other basis of award, for any such contract as if the work on such contract were being performed solely for the Port Authority; and further that the Contract shall contain terms and conditions which are standard to Port Authority contracts or consistent with such standard provisions.

(d) (1) With respect to each Condition Survey, all Costs of the Condition Survey shall be shared equally between the Port Authority and the Lessee. Accordingly, the Lessee hereby agrees to pay to the Port Authority fifty percent (50%) of the Costs of the Condition Survey with respect to each Condition Survey as follows:

The Lessee shall pay to or reimburse the Port Authority for the Costs of the Condition Survey as follows: The Port Authority shall after the completion of the Condition Survey work under a Contract and, if it elects, also from time to time during the course of the performance of the Condition Survey work under such Contract, submit to the Lessee a certificate or certificates setting forth the Costs of the Condition Survey at the date of

each such certificate. Within thirty (30) days after the delivery of each such certificate, the Lessee shall pay to the Port Authority an amount representing fifty percent (50%) of said Costs of the Condition Survey as such amount is set forth in said certificate. Upon its final determination of the Costs of the Condition Survey, the Port Authority shall submit to the Lessee a certificate marked "Final" setting forth the final determination of the Costs of the Condition Survey with respect to each Contract, and the Lessee shall and hereby agrees to pay to the Port Authority within thirty (30) days of such certificate an amount representing fifty percent (50%) of said Costs of the Condition Survey as such amount is set forth in said certificate; provided, however, that neither the foregoing nor any certificate delivered by the Port Authority, nor any payment made by the Lessee shall waive, affect, or impair any right of the Port Authority of review and audit with respect to the Costs of the Condition Survey and with respect to each Contract and provided, further, however, that in the event any such review or audit by the Port Authority requires an adjustment of the Costs of the Condition Survey the Lessee shall be promptly credited with or shall pay to the Port Authority all amounts required by such adjustment.

(2) Any and all amounts required to be paid by the Lessee hereunder may be added to any installment of rent thereafter due hereunder and each and every part of the same shall be and become additional rent, recoverable by the Port Authority in the same manner and with like remedies as if it were part of the rent as set forth in Section 4 hereof.

(e) The Lessee hereby agrees to and shall commence within ninety (90) days after the Report Date all items and all action required or recommended to be taken as set forth in each Contract Condition Survey Report and the written notice of the Port Authority delivering said Report, unless the Port Authority expressly advises the Lessee to the contrary, and shall diligently continue the same to completion provided, however, that fire safety, life safety, security and other emergency response systems shall be promptly commenced.

(f) The Lessee hereby agrees that the Contractor shall have all rights of entry to the premises during all reasonable times as appropriate or required to perform or complete the Condition Survey and the Report under the applicable Contract.

(g) It is expressly understood and agreed that neither the provisions hereof nor the right of the Port Authority to have the Lessee perform and complete the work required by the Report nor any such performance by the Lessee, nor the obligation of the

Lessee to so perform and complete such work, nor any failure of the parties to select a contractor for the purposes hereunder, nor any failure of any Contractor to perform and complete a Contract, nor any failure by the Lessee or the Port Authority to pay the Costs of the Condition Survey with respect to any Contract, or any portion thereof, shall or shall be deemed to release, waive, affect, restrict or impair any of the obligations duties, responsibilities or liabilities of the Lessee under any term, provision, covenant or condition of this Agreement nor to limit, waive, affect, restrict or impair any right or remedy of the Port Authority, or any right or rights of termination of the Port Authority with respect thereto, including but not limited to the right of the Port Authority to terminate this Agreement whether before or after the Report Date or any of the rights of the Port Authority under and as set forth in Sections 14 (d) 17, 22 and 24 hereof. Without limiting the foregoing, it is expressly understood and agreed that the Lessee shall not postpone or delay any action, maintenance, rebuilding or repair or other item or thing required to be taken by the Lessee under any other section of this Agreement on the basis of the provisions of this Section.

(h) Notwithstanding anything to the contrary, the Port Authority shall have the right, exercisable in its sole and complete discretion, to exclude from the scope of a Condition Survey with respect to any Contract those items covered by Section 17 hereof for or during such period or periods, if any, when the Port Authority has elected to exercise its rights under Section 17 hereof to perform the Assumable Maintenance and Repair.

Section 19. Indemnity and Liability Insurance

(a) The Lessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal expenses incurred in connection with the defense of) all claims and demands of third persons including, but not limited to, claims and demands for death or personal injuries, or for property damages arising out of a breach or default of any term or provision of this Agreement by the Lessee or any partner of the Lessee or out of the use or occupancy of the premises by the Lessee or any partner of the Lessee, or by others with its consent (including but not limited to Approved Sublessees), or out of any other acts or omissions of the Lessee or any partner of the Lessee, or the officers and employees, guests, invitees and business visitors of the Lessee or of any partner of the Lessee or of any Approved Sublessee on the premises or arising

out of the acts or omissions of the Lessee or any partner of the Lessee or of any Approved Sublessee or the officers and employees of the Lessee or of any partner of the Lessee or of any Approved Sublessee elsewhere at the Airport (excepting only claims and demands arising from the sole negligence of the Port Authority), including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or through agreement of the Port Authority with the said City.

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

(c) In addition to the obligations set forth in paragraph (a) of this Section and all other insurance required under this Agreement, the Lessee prior to any use or occupancy of the premises or any portions thereof (other than solely for purposes of the construction work) and thereafter during the term of this Agreement in its own name as insured and including the Port Authority as an additional insured shall maintain and pay the premiums on a policy or policies of Comprehensive General Liability insurance, including premises-operations, products liability, liquor liability, completed operations, and covering bodily injury, including death, and property damage liability, broadened to include or equivalent separate policies covering aircraft liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limits set forth below, and Comprehensive Automobile Liability Insurance covering owned, non-owned and hired vehicles and providing for coverage in the limits set forth below. As to the said Comprehensive General Liability Insurance the Lessee may, in lieu of the foregoing requirement with respect to care, custody and control exclusions, elect, in its own name as insured and including the Port Authority as an additional insured as its interest may appear, to maintain and pay the premiums on a Baggage Legal Liability, a Cargo Legal Liability and a Real Property Liability policy or policies in the limits set forth below.

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. The said Comprehensive Automobile Liability insurance shall have a limit of not less than $25,000,000 combined single limit per accident for bodily injury and property damage liability.

The minimum limits as to the aforesaid Baggage Legal Liability, Cargo Legal Liability and Real Property Legal Liability policy and policies shall be as follows:

Baggage Legal Liability	$10,000,000
Cargo Legal Liability	$10,000,000
Real Property Legal Liability (Fire Legal Liability)	$10,000,000

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

All of the said policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Lessee thereunder with respect to any claim or action against the Lessee by a third person shall pertain and apply with like effect with respect to any claim or action against the Lessee by the Port Authority and shall also provide or contain an endorsement providing that the protections afforded the Port Authority thereunder and with respect to any claim or action against the Port Authority by the Lessee shall be the same as the protections afforded the Lessee thereunder with respect to any claim or action against the Lessee by a third person as if the Port Authority were the named insured thereunder but such endorsement shall not limit, vary, change, or affect the protection afforded the Port Authority thereunder as an additional insured. The said policy or policies of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Lessee under paragraph (a) hereof.

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

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

(e) As to the insurance covered by the provisions of Section 2 (d) 11, hereof, a certified copy of the policies or a certificate or certificates or binders, evidencing the existence thereof, or binders, shall be delivered by the Lessee to the Port Authority at least thirty (30) days prior to the commencement date of the letting; as to the insurance required by the provisions of this Section 19 such delivery shall be made by the Lessee at least thirty (30) days prior to any use (other than solely for purposes of the construction work under Section 2 hereof) of any portions of the premises. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event a binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement providing that the insurance carrier shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. Any renewal policy shall be delivered to the Port Authority at least thirty (30) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the term of this Agreement. The aforesaid insurance shall be written by a company or companies approved by the Port Authority, the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to the form or substance or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Lessee shall promptly obtain a new and satisfactory policy in replacement, the Port Authority covenanting and agreeing not to act unreasonably hereunder. If the Port Authority at any time so requests, the Lessee shall make available to the Port Authority at a location in the Port of New York District, during normal business hours, the original or a certified copy of the entirety

of each of the said policies and shall, upon request, deliver to the Port Authority a certified copy of such portions of said policies pertaining to the coverage hereunder as the Port Authority shall request.

Section 20. Signs

(a) Except with the prior written approval of the Port Authority, the Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior parts of the premises or in the premises so as to be visible from outside the premises or at or on any other portion of the Airport outside the premises. Interior signs affecting public safety and security shall be in accordance with established Port Authority standards.

(b) Upon the expiration or termination of the letting, the Lessee shall remove, obliterate or paint out, as the Port Authority may direct, any and all signs and advertising on the premises or elsewhere on the Airport and in connection therewith shall restore the portion of the premises and the Airport affected by such signs or advertising to the same condition as existing prior to the installation of such signs and advertising. In the event of a failure on the part of the Lessee so to remove, obliterate or paint out each and every such sign or advertising and so to restore the premises and the Airport, the Port Authority may perform the necessary work and the Lessee shall pay the cost thereof to the Port Authority on demand.

Section 21. Obstruction Lights

The Lessee shall furnish such obstruction lights as the Port Authority shall direct, of the type and design approved by the Port Authority, and shall install said lights in the locations on the premises designated by the Port Authority and shall maintain them in first class operating condition at all times. The Lessee shall furnish and install the bulbs and furnish the electricity necessary for the operation of said lights, and shall operate the same in accordance with the directions of the Port Authority. The Port Authority hereby directs that all said obstruction lights shall, until further notice be operated 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 periods as may be directed or requested by the control tower at the Airport.

Section 22. Additional Rent and Charges

If the Port Authority is required or elects to pay the sum or sums or incurs any obligations or expense by reason of the failure, neglect or refusal of the Lessee to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement or as a result of an act or omission of the Lessee contrary to the said conditions, covenants and agreements, the Lessee agrees to pay the sum or sums so paid or the expense so incurred including all the interest, costs, damages and penalties, and the same may be added to any installment of rent thereafter due hereunder, and each every part of the same shall be and become additional rent, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the rent as set forth in Section 4.

Section 23. Late Charges

If the Lessee should fail to pay any amount required to be paid by the Lessee under this Agreement when due to the Port Authority, including without limitation any payment of basic rental or other rental or Handling Percentage Fees or Subletting Percentage Fees or other fees or any payment of utility or other charges or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Agreement. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority of payment of any late charge or late charges payable under the provisions of this Section with respect to such unpaid amount. Each late charge shall be and become additional rent, recoverable by the Port Authority in the same manner and with

like remedies as if it were originally a part of the rental. 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 set forth in Section 29 of this Agreement or (ii) any obligations of the Lessee under this Agreement. In the event that any late charge imposed pursuant to this Section shall exceed a legal maximum such late charges payable under this Agreement shall be payable instead at such legal maximum.

Section 24. Rights of Entry Reserved

(a) The Port Authority, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times to enter upon the premises for the purpose of inspecting the same, for observing the performance by the Lessee of its obligations under this Agreement, and for the doing of any act or thing which the Port Authority may be obligated or have the right to do under this Agreement.

(b) Without limiting the generality of the foregoing, the Port Authority, by its officers, employees, agents, representatives, and contractors, and furnishers of utilities and other services, shall have the right, for its own benefit, for the benefit of the Lessee, or for the benefit of others than the Lessee at the Airport, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the premises at all reasonable times to make such repairs, replacements or alterations as may, in the opinion of the Port Authority, be deemed necessary or advisable and, from time to time, to construct or install over, in or under the premises new systems or parts thereof, and to use the premises for access to other parts of the Airport otherwise not conveniently accessible; provided, however, that in the exercise of such rights of access, repair, alteration or new construction the Port Authority shall not unreasonably interfere with the use and occupancy of the premises by the Lessee.

(c) Further, without limiting the generality of this Section, the Port Authority, by its officers, employees, agents, representatives and contractors and furnishers of service shall have the right, for its own benefit, for the benefit of the Lessee, or for the benefit of others than the Lessee at the Airport to maintain the portions of the Distribution Portion of the Underground Fuel Distribution System, as defined in Section 85 hereof, located under or on the premises and to enter upon the premises at all times to make such repairs, replacements or alterations to the Distribution Portion of the Underground Fuel

Distribution System as may, in the opinion of the Port Authority, be deemed necessary or desirable and, from time to time to construct or install over, in or under the premises additions or extensions to said Distribution Portion of the Underground Fuel Distribution System; provided, however, that in the exercise of such rights of access, repair, alteration or new construction the Port Authority shall not unreasonably interfere with the use and occupancy of the premises by the Lessee pursuant to the provisions of this Agreement.

Neither the Distribution Portion of the said Underground Fuel Distribution System nor any part thereof shall be or be deemed to be a part of the premises under the Lease.

(d) In the event that any property of the Lessee shall obstruct the access of the Port Authority, its employees, agents or contractors to any of the existing or future utility, mechanical, electrical and other systems and thus shall interfere with the inspection, maintenance or repair of any such system, the Lessee shall move such property, as directed by the Port Authority, in order that access may be had to the system or part thereof for its inspection, maintenance or repair, and, if the Lessee shall fail to so move such property after direction from the Port Authority to do so, the Port Authority may move it and the Lessee hereby agrees to pay the cost of such moving upon demand.

(e) Nothing in this Section 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. The Lessee is and shall be in exclusive control and possession of the premises and the Port Authority shall not in any event be liable for any injury or damage to any property or to any person happening on or about the premises nor for any injury or damage to the premises or to any property of the Lessee or of any other person located in or thereon (other than those occasioned by the affirmative acts of the Port Authority, its employees, agents and representatives).

(f) At any time and from time to time during ordinary business hours within the six (6) months next preceding the expiration of the letting, the Port Authority, for and by its agents and employees, whether or not accompanied by prospective lessees, occupiers or users of the premises, shall have the right to enter thereon for the purpose of exhibiting and viewing all parts of the same.

(g) If, during the last month of the letting, the Lessee shall have removed all or substantially all its property from the premises, the Port Authority may immediately enter and alter, renovate and redecorate the premises.

(h) The exercise of any or all of the foregoing rights by the Port Authority or others shall not be or be construed to be an eviction of the Lessee and shall not be made the grounds for any abatement of rental nor any claim or demand for damages, consequential or otherwise.

Section 25. Condemnation

(a) Definitions

As used in this Section the phrase, "temporary interest," when used with reference to real property, shall mean an interest in such real property entitling the owner of such interest to the possession of such property (whether or not such interest includes or is coextensive with an interest of the Lessee therein under this Agreement), for an indefinite term or for a term terminable at will or at sufferance or for a term measured by a war or an emergency or other contingency or for a fixed term expiring prior to the expiration date of this Lease; and the phrase "permanent interest", when used with reference to real property, shall mean an interest in such real property entitling the owner of such interest to possession thereof, other than a temporary interest as above defined, including among others a fee simple and an interest for a term of years expiring on or after the expiration date of this Agreement.

As used in this Section with reference to any premises or facilities leased to the Lessee for its exclusive use or with reference to the Public Landing Area, the phrase "a material part" shall mean such a part of the said premises or said Public Landing Area that the Lessee cannot continue to operate the premises for the purposes set forth or mentioned in Section 5 hereof without using such part.

(b) Condemnation or Taking of a Permanent Interest in All or any part of the premises or All or a Material Part of the Public Landing Area.

Upon the acquisition by condemnation or the exercise of the power of eminent domain by any body having a superior power of eminent domain of a permanent interest in all or any part of the premises or of a permanent interest in all or any part of the Public Landing Area (any such acquisition under this Section 25 hereinafter referred to as a "taking"), the Port Authority shall

purchase from the Lessee, and the Lessee shall sell to the Port Authority, the Lessee's leasehold interest (excluding any personal property whatsoever) in the premises except that in the event of a taking of less than all of the said premises, the Port Authority shall purchase and the Lessee shall sell only so much of the Lessee's leasehold interest in the premises as are taken. The sole and entire consideration to be paid by the Port Authority to the Lessee shall be an amount equal to the Unamortized Capital Investment (as defined in Section 85 hereof), if any, of the Lessee in the premises or, in the event of a taking of less than all of the said premises, an amount equal to the Unamortized Capital Investment (as defined in Section 85 hereof), if any, of the Lessee in so much of the premises as are taken. However, the Port Authority shall purchase and the Lessee shall sell only if the consideration paid by the Port Authority therefor will constitute "unamortized Port Authority funds other than bond proceeds or Federal or State grants expended for capital improvements at the municipal air terminals," within the meaning of said phrase as used in Section 23, I, D of the Basic Lease or if an amount not less than such consideration can otherwise be retained by the Port Authority (and not be required to be paid to the City of New York) out of the damages or award in respect to such taking without violation of any obligation of the Port Authority to the City of New York under the Basic Lease. Such purchase and sale shall take effect as of the date upon which such body having superior power of eminent domain obtains possession of any such permanent interest in the demised premises or in the Public Landing Area, as the case may be, and in that event, the Lessee (except with respect to its personal property), shall not have any claim or right to claim or be entitled to any portion of the amount which may be awarded as damages or paid as a result of such taking, and all rights to damages, if any, of the Lessee (except for damages to its personal property) by reason thereof are hereby assigned to the Port Authority.

If however, the amount to be paid by the Port Authority (the Unamortized Capital Investment, as defined in Section 85 hereof, if any, of the Lessee in the premises) for such leasehold interest will not constitute "unamortized Port Authority funds other than bond proceeds or Federal or State grants, expended for capital improvements at the municipal air terminals," within the meaning of said phrase as used in Section 23, I, D of the Basic Lease or if an amount not less than such consideration cannot otherwise be retained by the Port Authority (and not be required to be paid to the City of New York) out of the damages or award in respect to such taking without violation of any obligation of the Port Authority to the City of New York under the Basic Lease, then the aforesaid agreement to purchase and sell said leasehold interest shall be null and void; and in any such event, the

Lessee shall have the right to appear and file its claim for damages in the condemnation or eminent domain proceedings, to participate in any and all hearings, trials and appeals therein, and to receive such amount as it may lawfully be entitled to receive as damages or payment as a result of such taking, because of its leasehold interest in the premises, up to but not in excess of an amount equal to the Unamortized Capital Investment (as defined in Section 85 hereof), if any, of the Lessee in the premises. The Port Authority and the Lessee hereby agree that as full and final settlement of any sum that may be due as rent or otherwise for the balance of the term of this Lease, the Lessee will pay to the Port Authority the excess, if any, which the Lessee may be entitled to receive over the foregoing sum. If there be no excess, any sum that may be due as rent or otherwise for the balance of the term of this Lease shall abate.

In the event of the taking of all of the premises and if the Lessee has no Unamortized Capital Investment (as defined in Section 85 hereof) in the premises at the time of the taking, then the aforesaid agreement to purchase and sell said leasehold interest shall be null and void; and in that event, this Lease and all rights granted by this Lease to the Lessee to use or occupy the premises for its exclusive use or for its use in common with others at the Airport and all rights, privileges, duties and obligations of the parties in connection therewith or arising thereunder shall terminate as of the date of the taking, and in that event, the Lessee (except with respect to its personal property) shall not have any claim or right to claim or be entitled or paid as a result of such taking, and all rights to damages, if any, of the Lessee (except for damages to its personal property) by reason thereof are hereby assigned to the Port Authority.

In the event that the taking covers only a material part of the premises, then the Lessee and the Port Authority shall each have an option exercisable by notice given within (10) days after the effective date of such taking to terminate the letting hereunder with respect to the premises not taken, as of the date of such taking and such termination shall be effective as if the date of such taking were the original date of expiration hereof. If the Port Authority exercises this option, it shall purchase from the Lessee the Lessee's leasehold interest (excluding any personal property whatsoever) in the premises not taken for a consideration equal to the Unamortized Capital Investment (as defined in Section 85 hereof), if any, of the Lessee in the premises not taken. If the letting of the entire premises is not terminated, the settlement or abatement of rentals after the date possession is taken by the body having a superior power of eminent domain shall be in accordance with Section 4 hereof.

(c) Condemnation or Taking of a Permanent Interest in Less Than a Material Part of the Public Landing Area.

Upon the acquisition by condemnation or the exercise of the power of eminent domain by a body having a superior power of eminent domain of a permanent interest in less than a material part of the Public Landing Area, the Port Authority and the Lessee each shall have the right to appear and file claims for damages, to the extent of their respective interests, in the condemnation or eminent domain proceedings, to participate in any and all hearings, trials and appeals therein, and receive and retain such amount as they may lawfully be entitled to receive as damages or payment as a result of such taking. However, if at the time of such taking the Lessee has no Unamortized Capital Investment (as defined in Section 85 hereof) in the premises, in that event, the Lessee (except with respect to its personal property) shall not have any claim or right to claim or be entitled to any portion of the amount which may be awarded as damages or paid as a result of such taking, and all rights to damages, if any, of the Lessee (except for damages to its personal property) by reason thereof are hereby assigned to the Port Authority.

(d) Condemnation or Taking of a Temporary Interest in All or Any Part of the Premises or All or a Material Part of the Public Landing Area.

Upon the acquisition by condemnation or the exercise of the power of eminent domain by a body having a superior power of eminent domain of a temporary interest in all or any part of the premises or of a temporary interest in all or a material part of the Public Landing Area, there shall be no abatement of any rental payable by the Lessee to the Port Authority under the provisions of the Agreement but the Lessee shall have the right to claim and in the event of an award thereof shall be entitled to retain the amount which may be awarded as damages or paid as a result of the condemnation or other taking of such temporary interest, provided, that the Lessee shall be obligated to pay over to the Port Authority all such payments as may be made to the Lessee as damages or in satisfaction of such claim, after deduction of (a) reasonable expenses incurred by the Lessee in the prosecution of such claim; (b) an amount equal to the Unamortized Capital Investment (as defined in Section 85 hereof), if any, of the Lessee in the premises, or in the event of a taking of less than all of the said premises, an amount equal to such Unamortized Capital Investment in the premises as are taken, to the extent in either case that the same is to be amortized

over the period of the taking; and (c) the then present capitalized value of the Lessee's obligation for rentals thereafter payable during the period of the taking in respect to the demised premises, or, in the event of a taking of less than all of the said premises, in respect to the premises so taken.

In the event that the taking covers a material part but less than all of the premises, then the Lessee and the Port Authority shall each have an option, exercisable by notice given within ten (10) days after the effective date of such taking, to suspend the term of the letting of such of the premises as are not so taken during the period of the taking, and, in that event, the rentals for such premises shall abate for the period of the suspension. If the Port Authority exercises the option, it shall purchase from the Lessee the Lessee's leasehold interest (excluding any personal property whatsoever) in the premises not taken for the period of suspension for a consideration equal to the Unamortized Capital Investment (as defined in Section 85 hereof), if any, of the Lessee in such premises which is to be amortized over the period of such suspension.

(e) Condemnation or Taking of a Temporary Interest in Less Than a Material Part of the Public Landing Area.

Upon the acquisition by condemnation or the exercise of the power of eminent domain by a body having a superior power of eminent domain of a temporary interest in less than a material part of the Public Landing Area, the Lessee shall not have any claim or right to claim or be entitled to any portion of the amount which may be awarded as damages or paid as a result of such condemnation or taking, and all rights to damages, if any, of the Lessee, including consequential damages, by reason of such condemnation or taking, are hereby assigned to the Port Authority.

Section 26. Right of Termination - Partnership Changes/Securities Ownership

(a) The Lessee has herein represented and warranted to the Port Authority, pursuant to and as set forth in paragraph (c) below, that the Lessee is a domestic limited partnership formed and existing under the laws of the State of New York (the Revised Limited Partnership Act: Article 8-A of the Partnership Law of the State of New York) having the General Partner and the Airline Partners as defined and named in said paragraph (c). The occurrence of any one or more of the following events shall be and shall be deemed an event of termination under Section 29 of the Lease, and upon the occurrence of any such event or at any

time thereafter during the continuance thereof the Port Authority shall have the right to terminate the Lease and the letting hereunder pursuant to the provisions of said Section 29:

(1) Excepting only the General Partner and the Airline Partners of the Lessee as defined and named in paragraph (c) below, any individual, corporation, partnership or other entity in its own or any representative capacity shall have, own, obtain or hold, or have any right to have, own, obtain or hold, any partnership interest, in whole or in part, in the Lessee, whether directly from the Lessee or by agreement or consent or by transfer, sale, assignment, appointment, merger, consolidation, operation of law, or otherwise, or shall be or become or be admitted as, or have any right to be or become or to be admitted as, a partner of the Lessee, whether directly from the Lessee or by agreement or consent, or by transfer, sale or assignment of a partnership interest in whole or in part or by, appointment, merger, consolidation, operation of law, or otherwise; unless the Port Authority shall have given its prior written consent thereto; provided, however, and subject to the applicable provisions of the Airline Partner's Consent Agreement that the foregoing shall not apply to a Scheduled Aircraft Operator which becomes an airline partner as a result of a merger or consolidation with an Airline Partner or as a result of such Scheduled Aircraft Operator succeeding to the assets of such Airline Partner or the major portion of its assets related to its air transportation system where the said successor entity and the Airline Partner have complied with and satisfied the applicable provisions and conditions set forth in the Consent Agreement executed by the Lessee, the Port Authority and the Airline Partner, as an Approved Sublessee, including without limitation, the execution of an instrument in a form satisfactory to the Port Authority where said Scheduled Aircraft Operator as the successor entity assumes the obligations of the Airline Partner as if it were the original Approved Sublessee.

(2) Any individual, corporation, partnership or other entity in its own or any representative capacity shall have, own, hold or obtain or be granted a pledge, security interest, lien or other encumbrance, claim or right in or against any part or all of the partnership interest of any partner of the Lessee or of any certificate evidencing any part or all of such partnership interest; unless the Port Authority shall have given its prior written consent thereto;

(3) Any partner of the Lessee shall cease to be partner of the Lessee for any cause or reason whatsoever, and

(without limiting the foregoing) whether by removal, withdrawal, dissolution, merger, consolidation, operation of law, or otherwise, and notwithstanding that the same may or may not be pursuant to or in accordance with the Lessee's partnership agreement(s); unless the Port Authority shall have given its prior written consent thereto; provided, however, and subject to the applicable provisions of the Airline Partner's Consent Agreement that the foregoing shall not apply to an Airline Partner which ceases to be an Airline Partner as a result of a merger or consolidation with another Scheduled Aircraft Operator or a result of such Scheduled Aircraft Operator succeeding to the assets of such Airline Partner or the major portion of its assets related to its air transportation system where the said successor entity and the Airline Partner have complied with and satisfied the applicable provisions and conditions set forth in the Consent Agreement executed by the Lessee, the Port Authority and the Airline Partner, as an Approved Sublessee, including without limitation, the execution of an instrument in a form satisfactory to the Port Authority where said Scheduled Aircraft Operator as the successor entity assumes the obligations of the Airline Partner as if it were the original Approved Sublessee.

(4) (i) With respect to the General Partner as defined and named in paragraph (c) below, it is recognized that the Lessee has herein represented, pursuant to and as set forth in paragraph (c) below, that said General Partner is a privately held entity (as defined in paragraph (g) hereof). It is hereby expressly agreed that in the event the General Partner becomes or proposes to be or become a publicly owned entity (as defined in paragraph (i) below) the Lessee, promptly and no later than twenty (20) days after its filing of its prospectus or documents or forms with the Securities and Exchange Commission or any successor or substitute body ("SEC") shall submit to the Port Authority true and complete copies of such prospectus and other such documents and forms filed or to be filed with the SEC.

(ii) In the event the General Partner of the Lessee, as defined and named in paragraph (c) below shall at anytime be or become a publicly owned entity (as defined in paragraph (g) below), and any individual, corporation, partnership or other entity (other than the Airline Partners, as defined and named in paragraph (c) hereof) shall have direct or indirect beneficial ownership (as described below) of a portion of any class of outstanding voting securities of the General Partner in excess of twenty percent (20%)

thereof; unless the Port Authority shall have given its prior written consent thereto;

(iii) In the event the General Partner of the Lessee, as defined and named in paragraph (c) below at any time, as a privately held entity (as defined in paragraph (i) below) shall have any of its securities or shares or any rights or privileges thereunder held by any individual or entity other than the Airline Partners as defined and named in paragraph (c) hereof; unless the Port Authority shall have given its prior written consent thereto;

(5) Without limiting the above and in addition thereto, there shall be or occur any change in the ownership of the Lessee or of the General Partner contrary to the representations and warranties made with respect to said ownership in paragraph (c) of this Section 26.

(b) The foregoing rights of termination shall be in addition to all other rights of termination the Port Authority has under this Agreement and the failure of the Port Authority to exercise any right of termination under this Section at any time in which it may have such right shall not affect, waive or limit its right to exercise said right of termination at any subsequent time.

(c) (1) The Lessee represents and warrants to the Port Authority, knowing that the Port Authority is relying on the accuracy of such representations and warranties, that, at the time of execution of this Agreement:

(i) The Lessee is a domestic limited partnership formed and existing under and pursuant to the laws of the State of New York (the Revised Limited Partnership Act: Article 8-A of the Partnership Law of the State of New York) and that it has the following partners: one general partner, Terminal One Management, Inc., a corporation organized and existing under and pursuant to the laws of the State of New York (herein in this Agreement referred to as the "General Partner"); and four limited partners, Compagnie Nationale Air France, Japan Airlines Company, Ltd., Korean Air Lines Co. Ltd. and Deutsche Lufthansa Aktiengesellschaft (each of which is herein referred to as an "Airline Partner" and all of which are collectively referred to herein as the "Airline Partners"); and that the Airline Partners caused the incorporation of the General Partner as a corporation formed and existing under and pursuant to the laws of the State of New York as aforesaid;

(ii) With respect to the General Partner, that there have been issued and are outstanding 400 shares of the following classes owned by each of the Airline Partners as follows:

Class A -- 100 Shares - Compagnie Nationale Air France
Class B -- 100 Shares - Japan Airlines Company, Ltd.
Class C -- 100 Shares - Korean Air Lines Co., Ltd.
Class D -- 100 Shares - Deutsche Lufthansa Aktiengesellschaft

and that said voting securities constitute all of the outstanding voting securities and that all of said voting securities are held by the Airline Partners as herein set forth.

(2) By executing this Agreement, the Lessee further expressly acknowledges, covenants, represents and warrants to the Port Authority that the documents submitted to the Port Authority covering the formation of the Lessee as a limited partnership, as aforesaid, including the following "Certificate of Limited Partnership of Terminal One Group Association, L.P."; and "Certificate of Incorporation of Terminal One Management, Inc."; are true, correct, complete and final copies of the documents effectuating the formation of the Lessee as a limited partnership under and pursuant to the laws of the State of New York (the Revised Limited Partnership Act: Article 8-A of the Partnership Law of the State of New York) including the filing and publication requirements thereunder.

(d) The phrase "direct or indirect beneficial ownership" shall include without limiting the generality thereof the direct or indirect power through contract, arrangement, understanding, relationship or otherwise to dispose of or to direct the disposal of, or to vote or to direct the voting of, any voting security of a corporation.

(e) The term "voting security" shall include any stock, bond or other obligation of a corporation the holder of which has any voting rights including but not limited to the right to vote for the election of members of the board of directors of said corporation and shall include any security convertible into a voting security and any right, option or warrant to purchase a voting security.

(f) Without limiting any term, provision, covenant or condition of this Agreement, the Lessee shall promptly advise the Port Authority in writing addressed to the Port Authority's

Director of Aviation of any change in the representations and warranties made in paragraph (c) of this Section.

(g) A "publicly owned entity" shall be and mean one that has any class of securities subject to the registration requirements of the Securities Exchange Act of 1934, or any successor or substitute therefor. A "privately held entity" shall be and mean an entity which is not a publicly owned entity.

(h) The phrase "partner of the Lessee" shall mean and include any person admitted, as a general or limited partner, or both, to the limited partnership, Terminal One Group Association, L.P. the Lessee hereunder, including without limitation the General Partner and the Airline Partners named in paragraph (c) above.

(i) With respect to each Airline Partner of the Lessee as defined and named in paragraph (c) above, it is hereby understood and agreed that the Consent Agreement covering such Airline Partner shall contain or provide for additional Port Authority right or rights of revocation of such Consent Agreement on the basis of the following:

(i) Excepting only the applicable national government, any individual, corporation, partnership or other entity shall have direct or indirect beneficial ownership (as described below) of a portion of any class of outstanding voting securities of any such Airline Partner in excess of 30% thereof which shall result in a decrease in the amount of, and a change in the nature of its passenger aircraft operations at the Airport of the Airline Partner as an Approved Sublessee (as defined in Section 28 hereof); unless the Port Authority shall have given its prior written consent thereto;

(ii) There shall be an issuance, transfer, purchase or exchange of all or a portion of the securities of any such Airline Partner or of a subsidiary corporation of the Airline Partner or the creation, transfer, purchase or exchange of any rights or privileges thereunder, or the transfer, purchase or exchange of all or a portion of the assets of the Airline Partner or of a subsidiary corporation of the Airline Partner, which causes or results in a change in the relationship between the Airline Partner and a subsidiary corporation of the Airline Partner, or the Airline Partner and the holders of the securities of the Airline Partner, or the creation of another corporation for the purpose, among others, of accepting and holding securities of the Airline Partner, or which places control of the Airline

Partner in a single entity, or which effects, causes or results in a transfer or change in the entity exercising control over the Airline Partner unless the Port Authority shall have given its prior written consent thereto which shall in any such case result in a decrease in the amount of and a change in the nature of its passenger aircraft operations at the Airport of the Airline Partner as an Approved Sublessee (as defined in Section 28 hereof);

Section 27. Assignment to a Trust

In the event that the Port Authority is of the opinion that it is advisable, due to a failure by the Lessee to keep, perform, or observe any promise, covenant or agreement on its part to be kept, performed or observed hereunder after the expiration of the applicable cure period or notice period, if any, and the Port Authority is of the further opinion that it has determined, in its sole and absolute discretion, to invoke the provisions of this Section 27, the Port Authority and the Lessee agree that this Agreement, as the same may have been theretofore amended or supplemented and as then amended by a Supplement to be prepared by the Port Authority and executed by the Lessee and the Trust (described below) and delivered to the Port Authority for its execution, shall be assigned to a Trust, created as provided herein. The Trust shall be created by a Trust Indenture to be prepared by the Port Authority and executed by the Port Authority and the Lessee. The Trust would be under the voting control of the trustee designated by the Lessee, unless and until stipulated events of the type set forth as Triggering Events in Exhibit X occurred, in which event voting control would shift to the trustee designated by the Port Authority. The occurrence of such Triggering Events would be as certified by the independent trustee jointly designated by the Port Authority and the Lessee. The Port Authority agrees that it will simultaneously with the assignment of this Agreement, as the same may have been theretofore amended or supplemented, to the Trust, consent to the Trust entering into a sublease with the Trust as landlord and the Lessee, as sublessee, provided however that such sublease shall be a month-to-month periodical tenancy and the Trust Indenture shall provide for the same. If four consecutive calendar quarters shall elapse after voting control of the Trust shifted to the trustee designated by the Port Authority and (i) the Trustee designated by the Port Authority shall not have, by notice, advised the Lessee that it may no longer occupy the premises as a month-to-month periodical tenant pursuant to the aforesaid sublease and the Lessee in fact is so occupying and (ii) none of the aforesaid stipulated events shall have occurred or continued to occur or shall have again occurred, the Port Authority will, at the request of the Lessee prepare a

Supplemental Agreement to be executed by the Trust and the Lessee, and delivered to the Port Authority for its execution reassigning this Agreement to the Lessee. If the Trust becomes the assignee of this agreement as provided above, the Port Authority may at its election at any time thereafter prepare and tender to the Lessee and the Trust a Supplemental Agreement to be executed and delivered by each of them and returned to the Port Authority for its execution, reassigning this Agreement, as the same may have been theretofore amended or supplemented, to the Lessee.

Section 28. Assignment and Sublease

(a) The Lessee covenants and agrees that it will not sell, convey, transfer, mortgage, pledge or assign this Agreement or any part thereof, or any rights created thereby or the letting thereunder or any part thereof without the prior written consent of the Port Authority.

(b) The Lessee shall not sublet the premises or any part thereof, without the prior written consent of the Port Authority.

(c) As used in this Agreement, the term

(1) "Approved Sublessee" shall mean an Airline Partner as defined in Section 26 (c) hereof with whom the Lessee has entered into a sublease agreement, license agreement or other agreement for the use and occupancy of the premises by the Approved Sublessee which such agreement has been consented to by the Port Authority by the execution of a Consent Agreement among the Port Authority, the Lessee and the Approved Sublessee substantially in the form attached hereto, hereby made a part hereof and marked Exhibit CSL.

(2) The term "Approved Sublessees" shall mean the plural form of the term "Approved Sublessee" and shall include two or more of the Airline Partners with whom the Lessee has entered into a sublease agreement, license agreement or other agreement as aforesaid, and a Consent Agreement as aforesaid.

(d) (1) Subject to the terms and conditions of this Agreement, the Lessee shall have the right and the obligation and hereby covenants and agrees through the entire term of this Lease to sublease the premises (including exclusive and non-exclusive areas and preferential areas thereunder) to all of the Airline Partners as the Approved Sublessees, excepting the concession areas to be made available for consumer services pursuant to and

in accordance with Sections 59 through 68 hereof. Prior to executing any such sublease, the Lessee shall submit the form of such sublease agreement to the Port Authority for its review for consistency with the terms and provisions of this Lease. It is expressly understood and agreed (without limiting the provisions of paragraph (f) below) that any such sublease shall be conditioned upon the written approval and consent of the Port Authority which approval and consent shall in each instance be incorporated in an appropriate consent to sublease agreement in a form of a Consent Agreement (Exhibit CSL) executed by the Port Authority, the Lessee and the sublessee. It being expressly understood and agreed that it is the intention of the parties that they and each of the four Airline Partners named and defined in Section 26 hereof will be executing Consent Agreements in the form attached hereto contemporaneously with the execution of this Lease covering the subleasing of the premises and the Port Authority's consent thereto.

(2) Without limiting any term or provision of any Consent Agreement covering a sublease, as aforesaid, or any other term or provision of this Lease, as between the Lessee and the Port Authority, the Lessee hereby assumes, with respect to each Approved Sublessee, all responsibility for each such Approved Sublessee's aircraft operations at the premises or any portion thereof including but not limited to the payment of fees and charges from each such Approved Sublessee and paying the same to the Port Authority.

(e) Without limiting any term or provision of this Agreement or of any Consent Agreement, the Lessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal expenses incurred in connection with the defense of) all claims and demands for death or personal injuries, or for property damages, arising out of the default of any Approved Sublessee or out of any use or occupancy of the premises by each such Approved Sublessee, or by others with its consent, or out of any other acts or omissions of said Approved Sublessee, its officers and employees, guests, invitees and business visitors on the premises or elsewhere at the Airport, or out of the acts or omissions of others on the premises with the consent of said Approved Sublessee, including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or through agreement of the Port Authority with the said City.

The Lessee shall at its own expense defend any suit based upon any such claim or demand (even if such suit, claim or demand is groundless, false or fraudulent), and in handling such 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, its Commissioners, officers, agents or employees, 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.

(f) In addition to and without limiting the foregoing, it is expressly understood and agreed that each proposed sublease between the Lessee and an Approved Sublessee shall be further subject to the following terms and conditions:

(1) Each such sublease with an Airline Partner shall provide that the effective date thereof shall be, and that the term thereof shall commence, no later than the commencement date of the term of the letting under this Agreement as such date is set forth in Section 3(a) hereof and expire no later than the day preceding the expiration date of the term of the letting hereunder as set forth in Section 3 hereof (as the same may be extended pursuant to Sections 3A and 3B and shall provide that the subleased premises shall be used by the sublessee solely for the purposes set forth in Section 5 hereof; each such sublease shall also provide, in accordance with Sections 27 and 81 hereof, that the term of said sublease shall immediately terminate and the Sublessee shall become a holdover tenant on a week-to-week periodical tenancy in the event of a termination of the term of the Lease and the Lessee becomes a holdover tenant on a month-to-month periodical tenancy pursuant to said Sections 27 and 81.

(2) The sublease shall not be effective if on the effective date thereof (i) the Lessee shall be under notice of default under this Agreement as to which the applicable period to cure has passed; (ii) this Agreement shall not be in full force and effect; or (iii) the Port Authority shall have served a notice of termination of this Agreement. The Port Authority in its sole discretion may elect to waive the provisions of the preceding sentence;

(3) With respect to each sublease and each sublessee (other than an Airline Partner who is an Approved Sublessee and its Subsidiary Airline as defined in and in accordance with Section 4 hereof), if any, the Lessee shall

pay the Subletting Percentage Fees set forth in and in accordance with Section 4 hereof;

(4) The Port Authority shall have the right with respect to each proposed sublease to require such sublessee including without limitation an Approved Sublessee to deposit with the Port Authority under the applicable Port Authority consent agreement security in such amount and form as may be satisfactory to the Port Authority;

(5) In connection with each proposed subletting by the Lessee hereunder the Lessee shall submit to the Port Authority a copy of the proposed sublease agreement duly executed on behalf of the Lessee and the proposed sublessee and further, shall submit to the Port Authority the name of the proposed sublessee and such information and data as the Port Authority may request regarding the nature and scope of the operations to be conducted by the proposed sublessee under the proposed sublease, the financial background of the proposed sublessee and the business background of the proposed sublessee, and the persons or entities owning or controlling the proposed sublessee. Without limiting the foregoing or any other term or provision of this Agreement, with respect to each Airline Partner, the Lessee shall and hereby agrees to also submit to the Port Authority at such time, and from time to time upon request by the Port Authority, all appropriate and necessary supporting evidence requested by the Port Authority in connection with the conditions specified in paragraph (c) above including, without limitation, a certification signed by the Lessee and certification signed by an executive officer of the Airline Partner, respectively, setting forth the Lessee's and the Airline Partner's express representation and warranty to the Port Authority that the organization purported to be an Airline Partner satisfies the conditions specified in paragraph (c) above and in Section 26 hereof;

(6) The Lessee shall require each such Approved Sublessee to maintain during the term of the subletting such commercially reasonable insurance as may be required by the Port Authority including without limitation the insurance called for in the Consent Agreement;

(7) The Port Authority shall review the proposed sublease, data and information submitted by the Lessee and upon the determination by the Port Authority that:

(i) The proposed sublessee is suitable and qualified as an Approved Sublessee hereunder including; and

(ii) The terms and provisions of the proposed sublease agreement entered into between the Lessee and the proposed sublessee are consistent with and in compliance with the terms and provisions of the Lease; then, in such event, the Port Authority shall prepare and shall submit to the Lessee for execution by the Lessee and the sublessee a form of Consent Agreement substantially as set forth in Exhibit CSL hereof, and containing such other and additional terms and conditions as the Port Authority in its sole discretion may desire, under which the Port Authority will set forth its consent to the proposed sublease subject to and in accordance with the terms and conditions, set forth therein;

(8) Without in any way affecting the obligations of the Lessee under the Lease, all acts and omissions of a sublessee shall be deemed to be acts and omissions of the Lessee under the Lease and the Lessee shall also be severally responsible therefor including but not limited to the obligations of indemnification and repair;

(9) The sublease and Consent Agreement shall contain a provision prohibiting the sublessee from performing any activity or services at the Airport for which the Port Authority requires payment of fees to the Port Authority unless the sublessee pays such fees (including the obtaining of a Port Authority issued permit if so required).

(g) Without limiting the generality of any other term or provision of this Agreement including, but not limited to, the Consent Agreement, the Lessee covenants that each sublease the Lessee enters into with an Approved Sublessee and any other proposed sublessee and that the subletting thereunder:

(1) Shall be subject to and subordinate to all of the terms, covenants, conditions and provisions of this Agreement and the rights of the Port Authority hereunder;

(2) Shall not be changed, modified, discharged or extended without the prior written approval of the Port Authority except upon sixty (60) days' notice to the Port Authority.

(3) Shall terminate and expire as to the sublessee's right thereunder to use and occupy the subleased premises (excepting the sublessee's obligations which survive such termination) without notice to the sublessee, on the day preceding the date of expiration or earlier termination of this Agreement, or, except as to the Approved Sublessees, on such earlier date as the Lessee and the sublessee may agree upon, or on the effective date of any revocation of the Port Authority's consent (as provided therein);

(4) Shall provide that the sublessee shall be bound by and subject to all the terms and provisions of the Lease as to the sublessee's occupancy and use of the premises or portion thereof (as applicable) and the proposed sublessee's operations and activities on the Airport, to the same extent and with like effect as to the Port Authority as if it were the Lessee under the Lease including, but not limited to, the obligations of the Lessee under the Lease dealing with law compliance, compliance with Airport Rules and Regulations, the conduct of prohibited activities and operations, rights of entry, non-construction, and non-discrimination;

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

(6) Shall provide that Port Authority written approval and consent to such sublease shall be a condition precedent to its effectiveness;

(7) Shall provide that the sublessee shall not sub-sublease all or any portion of the premises under the sublease without the prior written consent of the Port Authority.

(h) Nothing herein shall be deemed to limit the Lessee from exercising its right to terminate a sublease in accordance with the terms and provisions thereof.

(i) Any sale, assignment, transfer, sublease, mortgage, pledge, hypothecation, encumbrance or disposition of the premises or of the rents, revenues or any other income from the premises, or this Agreement, or any part thereof, or any license or other interest of the Lessee therein not made in accordance with the provisions of this Agreement shall be null and void ab initio and of no force or effect.

(j) The Lessee shall not suffer or permit any default on its part to continue with respect to any sublease which would enable an Approved Sublessee thereunder to terminate said sublease by reason thereof, and, in the event that any Approved Sublessee shall at any time assert to the Lessee that the Lessee is so in default, the Lessee shall promptly notify the Port Authority, in writing, of the assertion of such claim.

(k) If without the prior written consent of the Port Authority, the Lessee assigns, sells, conveys, transfers, mortgages, pledges or sublets in violation of paragraph (a) or (b) of this Section or if the premises are occupied by anybody other than the Lessee, the Port Authority may collect rent from any assignee, sublessee or anyone who claims a right under this Agreement or letting or who occupies the premises, and the Port Authority shall apply the net amount collected to the rental herein reserved; but no such collection shall be deemed a waiver by the Port Authority of the covenants contained in paragraph (a) and (b) of this Section or an acceptance by the Port Authority of any such assignee, sublessee, claimant or occupant as Lessee, nor a release of the Lessee by the Port Authority from the further performance by the Lessee of the covenants contained herein.

(l) Any consent granted by the Port Authority pursuant to the provisions hereof shall not be construed or deemed to release, relieve or discharge any succeeding assignee, successor or transferee of the Lessee or any other person claiming any right, title or interest in this Agreement from the requirement of obtaining the prior written consent of the Port Authority in the event it wishes to sell, convey, transfer, mortgage, pledge, sublet or assign this Agreement or any part thereof, or any rights created thereby or the letting hereunder or any part thereof; and such assignee, successor or transferee or other person claiming any right, title or interest in this Agreement shall not sell, convey, transfer, mortgage, pledge, sublet or assign this Agreement or any part thereof, or any rights created

thereby or the letting thereunder or any part thereof without such prior written consent of the Port Authority.

(m) The Lessee shall not use or permit any person to use the premises or any portion thereof for any purpose other than the purposes stated in Section 5 hereof. Except as provided in this Agreement or otherwise permitted in writing by the Port Authority, the Lessee shall not permit the premises to be used or occupied by any person other than its own and its Approved Sublessee's officers, employees, passengers, contractors and representatives.

Section 29. Termination by the Port Authority

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

(1) The Lessee or any general partner of the Lessee (as defined in Section 26 hereof) 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 Lessee or any general partner of the Lessee (as defined in Section 26 hereof) shall be adjudged a bankrupt or an order shall be made approving a petition filed by any of its creditors or by the creditors of any partner of the Lessee or by any partner of the Lessee, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any state thereof provided that if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of termination shall be and become null, void and of no effect; or

(3) By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Lessee or of any general partner of the Lessee (as defined in Section 26 hereof), and such possession or control shall continue in effect for a period of thirty (30) days; or

(4) The Lessee shall voluntary abandon, desert or vacate the premises or discontinue its operations at the premises, or after exhausting or abandoning any right of further appeal, the Lessee shall be prevented for a period of thirty (30) days by action of any governmental agency other than the Port Authority having jurisdiction thereof, from conducting its operations at the Airport, regardless of the fault of the Lessee; or

(5) Any lien is filed against the premises because of any act or omission of the Lessee or of any partner of the Lessee (as defined in Section 26 hereof) and shall not be removed, discharged or bonded within thirty (30) days after the Lessee has received notice thereof; or

(6) Except as otherwise provided in Section 27, the letting hereunder or the interest or estate of the Lessee under this Agreement shall be transferred directly by the Lessee or shall pass to or devolve upon, by operation of law or otherwise, any other person, firm or corporation; or

(7) A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the Lessee or any general partner of the Lessee (as defined in Section 26 hereof) and shall not be dismissed within sixty (60) days after the filing thereof; or

(8) The Lessee shall, without the prior written approval of the Port Authority, become a constituent or possessor or merged or surviving partnership in a merger, a constituent or resulting partnership in a consolidation, or a partnership in dissolution, in termination or in liquidation; or

(9) The Lessee shall fail duly and punctually to pay the rentals or fees or to make any other payment required hereunder when due to the Port Authority and shall continue in its failure to pay rentals or fees or to make any other payment required hereunder for a period of fifteen (15) days after receipt of notice by it from the Port Authority to make such payment; or

(10) Any general partner of the Lessee (as defined in Section 26 hereof) shall, without the prior 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

(11) With respect to each and every Approved Sublessee (or other sublessee), the Lessee shall fail to evict, dispossess and remove such Approved Sublessee (or other sublessee) from the premises hereunder or any portion thereof and from the subleased premises and subleased areas and to recover, re-enter, regain and resume possession of said premises and areas forthwith upon the revocation by the Port Authority of its consent under the Consent Agreement entered into between the Port Authority, the Lessee and such Approved Sublessee (or other sublessee).

(12) The Lessee shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Agreement on its part to be kept, performed, or observed, within thirty (30) days after receipt of notice of default thereunder from the Port Authority (except where fulfillment of its obligation requires activity over a period of time, and the Lessee shall have commenced to perform whatever may be required for fulfillment within thirty (30) days after receipt of notice and continues such performance without interruption except for causes beyond its control);

then upon the occurrence of any such event or at any time thereafter during the continuance thereof, the Port Authority may upon twenty (20) days' notice terminate the rights of the Lessee hereunder and the letting, such termination to be effective upon the date specified in such notice. Such right of termination and the exercise thereof shall be and operate as a conditional limitation.

(b) No acceptance by the Port Authority of rentals, fees, charges or other payments in whole or in part for any period or periods after a default of any of the terms, covenants and conditions hereof to be performed, kept or observed by the Lessee shall be deemed a waiver of any right on the part of the Port Authority to terminate the letting.

(c) No waiver by the Port Authority of any default on the part of the Lessee in performance of any of the terms, covenants or conditions hereof to be performed, kept or observed by the Lessee 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.

(d) The rights of termination described above shall be in addition to any other rights of termination provided in this Agreement and in addition to any rights and remedies that the Port Authority would have at law or in equity consequent upon any breach of this Agreement by the Lessee, and the exercise by the

Port Authority of any right of termination shall be without prejudice to any other such rights and remedies.

Section 30. Additional Rights of the Port Authority as to Portions of the Premises

(a) It is hereby agreed that for the purpose of this Section 30 the term "the Lessee's Commencement Basic Schedules" shall be based on the schedules of the Airline Partners that are Approved Sublessees, as described in paragraph (e) hereof and shall be and mean a "revenue seats daily average for the premises" (as said term is defined in paragraph (e) hereof) of

(b) Commencing with calendar year 2000 and for each and every calendar year thereafter, the Port Authority may ascertain the revenue seats daily average for the premises for the preceding calendar year in accordance with the provisions of paragraph (e) hereof, which revenue seats daily average shall be the Lessee's Basic Schedules for the preceding calendar year and shall be referred to as such. Thus, for example, in the case of the first calculation which would be based on the calendar year 1999 experience, said revenue seats daily average for the premises shall be called the "Lessee's Basic Schedules for 1999".

(c) As of January 1, 2000 and as of January 1 of each succeeding calendar year (i) in the event that the Lessee's Basic Schedules for the immediately preceding calendar year for the Airport are less than (Ex. 2.a.) of the Lessee's Commencement Basic Schedules or (ii) in the event that because of reasons beyond the control of the Lessee or of any of the Approved Sublessees the Lessee's Basic Schedules for the (Ex. 2.a.) immediately preceding two calendar years are less than of the Lessee's Commencement Basic Schedules, then in either of such events and without limiting each and every other right of termination the Port Authority has under this Agreement or otherwise, the Port Authority shall have the right, upon six (6) months' written notice to the Lessee, to require the Lessee and the Lessee hereby agrees to make available accommodations (as hereinafter defined) at the premises as directed by the Port Authority in the amount and to the extent set forth in paragraph (f) hereof to Scheduled Aircraft Operators (as said term is defined in Section 85 hereof) and also including Scheduled Commuter Aircraft Operators (hereinafter in this Section 30 collectively called "the Scheduled Aircraft Operators"). The Lessee shall make such accommodations available from time to time during the entire period commencing on the effective date set forth in the aforesaid notice and ending when the Lessee's Basic Schedule for a calendar year, determined in

accordance with the foregoing shall have been (Ex. 2.a.)
or more of the Lessee's Commencement Basic Schedule (hereinafter called "a period of underutilization"). The term "accommodations" as used in this Section 30 shall mean aircraft ramp and gate position capacity and related passenger terminal facilities including, but not limited to passenger ticketing, passenger check-in, baggage handling and flight information systems, passenger lounge and waiting areas and appropriate signage and public identification. Such accommodations may be accomplished by the Lessee by making available and providing non-exclusive use of gate positions and other related facilities to Scheduled Aircraft Operators pursuant to handling agreements (as defined in Section 85 hereof) between the Lessee and any such Scheduled Aircraft Operator (hereinafter called 'the Handled Airline'). Each such handling agreement shall be subject to the prior and continuing approval of the Port Authority and the execution among the Port Authority, the Lessee, and the Handled Airline of a form of consent agreement prepared by the Port Authority. Moreover, and without limiting the foregoing, the Lessee will at all times keep the Port Authority informed and advised and will consult with the Port Authority from time to time as to all aspects of its accommodation of Scheduled Aircraft Operators hereunder.

It is understood furthermore that the accommodation contemplated hereunder may involve the use of subleases of exclusive or preferential areas of the premises in addition to or in lieu of handling agreements. Any sublease with a Scheduled Aircraft Operator (hereinafter called a "Section 30 Sublessee Airline") will similarly be subject to the prior and continuing approval of the Port Authority and the execution of a consent agreement prepared by the Port Authority, and executed by the Port Authority, the Lessee and the Section 30 Sublessee Airline. Nothing contained herein shall in any way affect the discretion of the Port Authority in granting or withholding its consent to a handling agreement or a sublease with a Section 30 Sublessee Airline, proposed by the Lessee or directed by the Port Authority whether or not during a period of underutilization, and, without limiting Section 4 hereof, such consent may contain such terms and conditions including but not limited to such financial or other conditions which may include a fixed charge or a charge based upon a percentage of the Lessee's gross receipts arising therefrom, as the Port Authority may, at that time, elect, and all provisions of the Lease requiring the prior written consent or approval of the Port Authority and requiring the payment by the Lessee of the Handling Percentage Fees and the Subletting Percentage Fees shall in no way be waived, impaired, limited or affected.

Notwithstanding anything to the contrary contained herein the Lessee understands and agrees that the Lessee shall not perform any services and functions pursuant to any handling agreement or sublease with a Handled Airline or a Section 30 Sublessee Airline with respect to which the Port Authority has specifically withheld consent and approval in the consent agreement to such handling agreement or sublease. The Handled Airline and the Section 30 Sublessee Airline may either perform said services and functions themselves or use the services of the authorized service organization, including but not limited to in-flight caterers, aircraft fuelers, and ramp handlers performing such services or functions at the Airport. The Lessee however may make the necessary arrangements with the authorized service organization performing such services and functions at the Airport to have such services and functions performed for the Handled Airline or the Section 30 Sublessee Airline.

Without limiting Section 4 of the Lease or any other Section, term or provision of the Lease, the Lessee shall maintain in accordance with accepted accounting practice during the term of the Lease and for one (1) year thereafter and for such period until the Lessee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions, at through or in anywise connected with the handling agreements and subleases and shall use and maintain such systems for recording transactions under or in connection with the handling agreements and subleases all to the end that accurate and complete records of gross receipts be maintained including identification of the gross receipts of the Lessee pertaining to any particular handling agreement, sublease or other agreement, all of the foregoing to be kept at all times in the Port of New York District.

Without limiting Section 4 of the Lease or any other Section, term, or provision of the Lease, the Lessee shall permit in ordinary business hours during the term of this Agreement and for one year thereafter and during such further period as is mentioned in the preceding paragraph, the examination, inspection and audit by the officers, employees and representatives of the Port Authority of such books of account and systems mentioned above and also any records and books of account, and systems of any company which is owned or controlled by the Lessee or by any partner of the Lessee, if said company performs services, similar to those performed by the Lessee anywhere in the Port of New York District. The Lessee shall furnish to the Port Authority from time to time (but not more often than once a month) statements of the Lessee setting forth its gross receipts as required hereunder, and such further itemization, details and information

pertaining to the handling agreements and subleases as the Port Authority may from time to time request.

The Lessee agrees that all handling agreements and subleases shall be at reasonable and at not discriminatory rates, fees and charges which shall be based upon the recovery by the Lessee of a pro rata share of the Lessee's costs of (i) operation and maintenance of the premises, (ii) the services provided to the Handled Airline or the Section 30 Sublessee Airline and (iii) the Lessee's investment in the premises not otherwise included in the above provided, however, that it is understood and agreed that the following shall not be a reason for the Lessee to refuse a sublease or handling agreement or to impose any conditions or limitations on operations in connection therewith under this Section 30: (aa) possible or potential labor disharmony with a Handled Airline or sublessee, (bb) compatibility of schedules and operations between the Lessee or another user or occupant of the premises and a Handled Airline or sublessee, or (cc) competitive nature of the routes, schedules or type of air transportation service to be provided by a Handled Airline or sublessee, provided, further, however, that with respect to item (aa) above if, after notice from the Port Authority to provide accommodations to a specific Scheduled Aircraft Operator, the Lessee shall, in good faith, believe that the operations of such specific Scheduled Aircraft Operator on the premises would cause significant, immediate and unremediable labor disharmony which would seriously affect the operations of the Lessee or of any of the Approved Sublessees on the premises then, upon request by the Lessee to the Port Authority setting forth in specific detail satisfactory to the Port Authority the nature of the anticipated labor disharmony and requesting that the Lessee not be obligated under this Section to provide accommodations for such specific Scheduled Aircraft Operator, the Port Authority shall, in good faith, consider the Lessee's request and if the Port Authority finds that the labor disharmony described by the Lessee is reasonably likely to result if the Lessee were to provide accommodations to such Scheduled Aircraft Operator on the premises then the Port Authority shall notify the Lessee that the Port Authority's discretion to provide accommodations to such Scheduled Aircraft Operator is rescinded. The Lessee's obligation to provide accommodations to Scheduled Aircraft Operators shall be effective on the date set forth in a notice from the Port Authority to such effect, as aforesaid. Upon such notice the Lessee shall use its best efforts to secure an arrangement with a Scheduled Aircraft Operator as directed by the Port Authority for accommodations in the terminal and shall in good faith negotiate with any such Scheduled Aircraft Operator as the Port Authority shall direct for accommodations in the premises, all in accordance herewith.

The Port Authority shall give thirty (30) days' prior notice of its intention to give the notice set forth above and it is expressly agreed that the Port Authority shall not exercise the aforesaid right with respect to any portion or portions of the premises if and for which the Lessee has submitted to the Port Authority definite plans for the utilization of said portion or portions of the premises by the Lessee provided the Lessee in fact commences such use of said portion or portions of the premises within thirty (30) days after the submission of the said plans.

(d) The failure of the Port Authority to exercise its rights under this Section during any year in which it may have such a right, shall not affect, waive or limit its right to exercise said rights in any subsequent year.

(e) In the event the Port Authority decides to ascertain the revenue seats daily average for the premises for the preceding calendar year it shall do so as follows: based upon the ABC International Airline Guide (herein called "the Guide"), or in the event that the Guide shall not list the schedules of any Approved Sublessee then based upon the generally accepted United States aviation industry standard published airline schedule reference which shall include the published schedules of that Approved Sublessee, the Port Authority shall ascertain the total number of revenue seats that were accommodated on the aircraft equipment scheduled to have been used by each of the Approved Sublessees on its published aircraft arrivals at the Airport as set forth in the Guide during two specified calendar weeks (Sunday through Saturday), the first of which weeks is the one during which the fifteenth (15th) day of February of the prior calendar year fell and the second being the one during which the fifteenth (15th) day of August of the said prior calendar year fell, and shall total the said number of revenue seats of all of the Approved Sublessees which are hereinafter called "the total revenue seats" for the premises. In determining the total revenue seats for the premises, the total revenue seats as defined above of those Handled Airlines (as defined in Section 85 hereof), if any, of the Lessee who were Handled Airlines as of the date of such determination and sublessees of the Lessee at the premises who were sublessees on the date of such determination, with respect to the aircraft of the Handled Airlines and aircraft of the sublessees operating at the premises, shall be included.

In making said determination, the Port Authority shall use the most recent configurations as shall be supplied by the Lessee with respect to the number of revenue seats that can be

accommodated on the particular aircraft equipment scheduled to be used by each of the Approved Sublessees at the Airport. The total revenue seats for the premises shall then be divided by fourteen, the resulting quotient being herein called "the revenue seats daily average for the premises."

In the event the ABC International Airline Guide shall no longer be published or shall not be available then the parties agree that the Port Authority shall have the right to use any other successor or similar publication or the actual aircraft arrivals at the Airport as determined by reports to the Port Authority and records of the Lessee and the Approved Sublessees and other Scheduled Aircraft Operators, tower logs and other suitable records and information.

(f) Percentage of the Lessee's Basic Schedules as Compared to the Lessee's Commencement Basic Schedules	Daily Turnaround Flights Which May be Required at the Premises	Preferential Gate Sublease Arrangements Which May be Required at the Premises
(Ex. 2.a.)	or or or or or or or or	(Ex. 2.a.)

Combinations of daily turnaround flights and preferential gate sublease arrangements may be required with a decrease of six (6) daily turnaround flights for each gate which is exclusively or preferentially subleased.

Section 31. Right of Re-Entry

The Port Authority shall, as an additional remedy upon the giving of a notice of termination as provided in Section 29, 30 or other Section hereof, have the right to re-enter the premises and every part thereof upon the effective date of termination without further notice of any kind, and may regain and resume possession either with or without the institution of summary or any other legal proceedings or otherwise. Such re-entry, or regaining or resumption of possession, however, shall not in any manner affect, alter or diminish any of the

obligations of the Lessee under this Agreement, and shall in no event constitute an acceptance of surrender.

Section 32. Waiver of Redemption

The Lessee hereby waives any and all rights to recover or regain possession of the premises and all rights of redemption, granted by or under any present or future law in the event it is evicted or dispossessed for any cause, or in the event the Port Authority obtains possession of the premises in any lawful manner.

Section 33. Survival of the Obligations of the Lessee

(a) In the event that the letting shall have been terminated in accordance with a notice of termination as provided in Section 29 hereof, or the interest of the Lessee cancelled pursuant thereto, or in the event that the Port Authority has re-entered, regained or resumed possession of the premises in accordance with the provisions of Section 31 hereof, all the obligations of the Lessee under this Agreement shall survive such termination or cancellation, or re-entry, regaining or resumption of possession and shall remain in full force and effect for the full term of the letting under this Agreement, and the amount or amounts of damages or deficiency shall become due and payable to the Port Authority to the same extent, at the same time or times and in the same manner as if no termination, cancellation, re-entry, regaining or resumption of possession had taken place. The Port Authority may maintain separate actions each month to recover the damage or deficiency then due or at its option and at any time may sue to recover the full deficiency less the proper discount, for the entire unexpired term.

(b) The amount of damages for the period of time subsequent to termination or cancellation (or re-entry, regaining or resumption of possession) on account of the Lessee's rental obligations, shall be the sum of the following:

(1) On account of the Lessee's annual basic rental obligation and Deferred Basic Rental obligations, the amount of the total of all annual basic rentals and all the total amount of all installments of the Deferred Basic Rental, less the amount attributable to the installments of said annual basic rentals and of Deferred Basic Rental payable prior to the effective date of termination except that the credit to be allowed for the amount attributable to the installment payable on the first day of the month in which the termination is effective shall be prorated for the part of the month the letting remains in effect, on the basis of the actual number of days in the month; and

accommodated on the particular aircraft equipment scheduled to be used by each of the Approved Sublessees at the Airport. The total revenue seats for the premises shall then be divided by fourteen, the resulting quotient being herein called "the revenue seats daily average for the premises."

In the event the ABC International Airline Guide shall no longer be published or shall not be available then the parties agree that the Port Authority shall have the right to use any other successor or similar publication or the actual aircraft arrivals at the Airport as determined by reports to the Port Authority and records of the Lessee and the Approved Sublessees and other Scheduled Aircraft Operators, tower logs and other suitable records and information.

(f) Percentage of the Lessee's Basic Schedules as Compared to the Lessee's Commencement Basic Schedules	Daily Turnaround Flights Which May be Required at the Premises	Preferential Gate Sublease Arrangements Which May be Required at the Premises
		or.
		or
		or
		or
		or
		or
		or
		or

Combinations of daily turnaround flights and preferential gate sublease arrangements may be required with a decrease of six (6) daily turnaround flights for each gate which is exclusively or preferentially subleased.

Section 31. Right of Re-Entry

The Port Authority shall, as an additional remedy upon the giving of a notice of termination as provided in Section 29, 30 or other Section hereof, have the right to re-enter the premises and every part thereof upon the effective date of termination without further notice of any kind, and may regain and resume possession either with or without the institution of summary or any other legal proceedings or otherwise. Such re-entry, or regaining or resumption of possession, however, shall not in any manner affect, alter or diminish any of the

(2) On account of the Lessee's Monthly Additional Rental obligation, the amount of the total of all Monthly Additional Rentals, less the amount attributable to the installments of said Monthly Additional Rentals payable prior to the effective date of termination except that the credit to be allowed for the amount attributable to the installment payable on the first day of the month in which the termination is effective shall be prorated for the part of the month the letting remains in effect, on the basis of the actual number of days in the month; and

(3) On account of the Lessee's obligations to pay the Handling Percentage Fees, an amount equal to Five Percent (5%) or such higher percentage as in effect immediately prior to the effective date of termination in accordance with Section 4 hereof (but not less than 5%) of gross receipts of the Lessee, which gross receipts would have been received by the Lessee during the balance of the term if there had been no termination or cancellation (or re-entry, regaining, or resumption or possession); and for the purpose of calculation hereunder (i) the said amount of gross receipts shall be derived by multiplying the number of days in the balance of the term originally fixed by the daily average of the Lessee's gross receipts; (ii) the daily average of the Lessee's gross receipts shall be the Lessee's total actual gross receipts during the twelve months immediately preceding said termination or cancellation (or re-entry, regaining, or resumption of possession) during which the premises were open and in operation and in which no abatement was in effect divided by 365;

(4) On account of the Lessee's obligation to pay the Subletting Percentage Fees, an amount equal to Ten Percent (10%), or such higher percentage in effect immediately prior to the effective date of termination in accordance with Section 4 hereof (but not less than 10%) of Gross Sublease Rental Charges, which Gross Sublease Rental Charges would have been received by the Lessee during the balance of the term if there had been no termination or cancellation (or re-entry, regaining, or resumption or possession); and for the purpose of calculation hereunder (i) the said amount of Gross Sublease Rental Charges shall be derived by multiplying the number of days in the balance of the term originally fixed by the daily average of the Lessee's Gross Sublease Rental Charges; (ii) the daily average of the Lessee's Gross Sublease Rental Charges shall be the Lessee's total actual Gross Sublease Rental Charges during the twelve months immediately preceding said termination or cancellation (or re-entry, regaining, or resumption of possession) during which

the premises were open and in operation and in which no abatement was in effect divided by 365;

(5) On account of the Lessee's obligations to pay the Cost of Assumable Maintenance and Repair set forth in Section 17 hereof, an amount equal to the total sum of the Capital Cost under Section 17 hereof less the amount thereof payable prior to the effective date of termination, except that the credit to be allowed for the amount attributable to the installment payable on the first day of the month in which the termination is effective shall be prorated for the part of the month the letting remains in effect or the actual number of days in such month.

(6) It is understood and agreed that the statements of damages under the preceding subdivisions (2), (3) and (4) shall not affect or be construed to affect the Port Authority's right to damages in the event of termination or cancellation (or re-entry, regaining or resumption of possession) where the Lessee has not received any actual gross receipts or Gross Sublease Rentals Charges under this Agreement. Additionally, in the event that at anytime during the twelve month period immediately preceding said termination or cancellation (or re-entry, regaining or resumption of possession) the premises shall not be subleased or shall only be partially subleased, said damages on account of the Handling Percentage Fees and on account of the Subletting Percentage Fees shall be based on amounts (including fair market rentals for areas not subleased) as if the premises were fully subleased.

(7) An amount equal to all expenses reasonably incurred by the Port Authority in connection with regaining possession and restoring and reletting the demised premises, for legal expenses, putting the premises in order including, without limitation, cleaning, decorating and restoring (on failure of the Lessee to restore), maintenance and brokerage fees.

(c) Without limiting any of the foregoing, the Port Authority may at any time bring an action to recover all the damages as set forth above not previously recovered in separate actions, or it may bring separate actions to recover the items of damages set forth in subparagraphs (1) through (7) of paragraph (b) above and separate actions periodically to recover from time to time only such portion of the damages set forth in subparagraphs (1) and (2) of paragraph (b) above as would have accrued as basic rental and Monthly Additional Rental up to the time of the action if there had been no termination or cancellation. In any such action the Lessee shall be allowed a credit against its survived damages obligations equal to the amounts which the Port Authority shall have actually received

from any tenant, licensee, permittee or other occupier of the premises or a part thereof during the period for which damages are sought, and if recovery is sought for a period subsequent to the date of suit a credit equal to the market rental value of the premises during such period (discounted to reflect the then present value thereof). If at the time of such action the Port Authority has used and occupied or relet the premises, the rental for the premises obtained through such use and occupancy or releting shall be deemed to be the market rental value of the premises or be deemed to be the basis for computing such market rental value if less than the entire premises were used or occupied or relet. In no event shall any credit allowed to the Lessee against its damages for any period exceed the then present value of the annual rental which would have been payable under this Agreement during such period if a termination or cancellation had not taken place.

(d) In addition to and without limiting the foregoing or any other right, claim or remedy of the Port Authority, in the event this Lease shall be terminated pursuant to Section 29 hereof and the Lessee shall not have completed the construction work, as defined in Section 2 hereof, or any portion thereof within the time period specified in Section 2 (d)(2) hereof, the Lessee shall and hereby agrees to pay to the Port Authority any and all amounts, costs or expenses, of any type whatsoever, paid or incurred by the Port Authority by reason of the failure of the Lessee so to complete the construction work, or any portion thereof, including all interest costs, damages, losses, and penalties, and all of the same shall also be deemed treated as survived damages hereunder in addition to the foregoing.

Section 34. Releting by the Port Authority

The Port Authority upon termination or cancellation pursuant to Section 29 hereof, or upon any re-entry, regaining or resumption of possession pursuant to Section 31 hereof, may occupy the premises or may relet the premises, and shall have the right to permit any person, firm or corporation to enter upon the premises and use the same. Such releting may be of part only of the premises or a part thereof together with other space, and for a period of time the same as or different from the balance of the term hereunder remaining, and on the terms and conditions the same as or different from those set forth in this Agreement. The Port Authority shall also, upon termination or cancellation pursuant to the said Section 29, or upon its re-entry, regaining or resumption of possession pursuant to the said Section 31, have the right to repair or to make structural or other changes in the premises including changes which alter the character of the

premises and the suitability thereof for the purpose of the Lessee under this Agreement, without affecting, altering or diminishing the obligations of the Lessee hereunder. In the event either of any reletting or of any actual use and occupancy by the Port Authority (the mere right of the Port Authority to use and occupy not being sufficient however) there shall be credited to the account of the Lessee against its survived obligations under Section 33 hereof any net amount remaining after deducting from the amount actually received from any lessee, licensee, permittee or other occupier in connection with the use of the said premises or portion thereof during the balance of the letting as the same is originally stated in this Agreement, or from the market value of the occupancy of such portion of the premises as the Port Authority may during such period actually use and occupy, all expenses, costs and disbursements incurred or paid by the Port Authority in connection therewith. No such reletting shall be or be construed to be an acceptance of a surrender.

Section 35. Remedies to be Non-Exclusive

All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the Port Authority or to the Lessee at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

Section 36. Surrender

The Lessee covenants and agrees to yield and deliver peaceably to the Port Authority possession of the premises on the date of cessation of the letting, whether such cessation be by termination, expiration or otherwise, promptly and in good condition, reasonable wear arising from the use of the premises to the extent such use is permitted elsewhere in this Agreement, excepted.

Section 37. Acceptance of Surrender of Lease

No agreement of surrender or to accept a surrender shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representatives of the Port Authority and of the Lessee. Except as expressly provided in this Section, neither the doing of, nor any omission to do, any act or thing, by any of the officers, agents or employees of the Port Authority, shall be deemed an acceptance of a surrender of the letting or of this Agreement.

Section 38. Books and Records

(a) In addition to and without limiting any other term or provision of this Agreement, the Lessee shall keep in an office or offices in the Port of New York District, appropriate books and records showing (i) all matters with respect to the costs of the construction work, (ii) the date and hour of each take-off or departure from the Airport of each aircraft (other than all-cargo aircraft) operated by each Approved Sublessee and any and all other sublessees and the date and hour of the landing by such aircraft next preceding each take-off or departure, (iii) all matters which it is required to certify to the Port Authority pursuant to this Lease including without limitation the number of outbound passengers at the premises as described in Section 4 hereof and (iv) any other matter concerning the Lessee's operations at the Airport with respect to which the Port Authority may reasonably need information to fulfill its obligations or exercise its rights under this Lease whether or not of the type enumerated above in this Section 38 and whether or not an express obligation to keep books and records with regard thereto is expressly set forth elsewhere in this Lease. The Lessee shall not be obligated to preserve any such records for more than seven (7) years unless they are material to litigation initiated within that time, in which event they shall be preserved until the final determination of the controversy. The Port Authority shall have the right upon prior notice to inspect such books and records during regular business hours.

(b) Without limiting the foregoing, the Lessee shall maintain, and shall require each partner of the Lessee and each Approved Sublessee to maintain, for a period in accordance with accepted accounting practice, during the term of the letting hereunder and for one (1) year after the expiration or earlier termination of this Lease, and for a further period extending until the Lessee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Lessee, and each partner of the Lessee and each Approved Sublessee at, through, or in anywise connected with in-flight meals and ramp service including without limitation all payments by the Lessee, each partner of the Lessee or each Approved Sublessee to its independent contractors which furnish in-flight meals or any portion thereof, or ramp service, to the Approved Sublessees at or in connection with the Airport, which records and books of account shall be kept at all times within the Port of New York District and the Lessee shall permit during ordinary business hours during the term of the letting, for one year thereafter, and during such further period as mentioned above, the examination and audit by officers, employees

and representatives of the Port Authority of such records and books of account.

(c) (1) If and when service segment data now or formerly supplied by the Lessee to the Department of Transportation pursuant to Economic Regulation 586 or schedule T-9 traffic data, are no longer available to the Port Authority from a government source, the Lessee will provide the following data to the Port Authority, on request, for each of the non-stop city-pair markets of each of the Approved Sublessees involving the Port District: total scheduled flights operated, seats available, revenue passengers carried and similar data for charter flights. The Lessee shall see that such data shall be provided to the Port Authority, on request, by its Approved Sublessees and Handled Airlines, other sublessees, if any. The Lessee and its Approved Sublessees, other sublessees, if any, and Handled Airlines, if any, shall furnish said data for each month of operations within thirty (30) days after the end of such month.

(2) It is the position of the Lessee that all or portions of the information it has agreed to provide to the Port Authority hereunder is of a confidential nature. The Port Authority agrees that, unless required or appropriate to do so pursuant to any legal obligations, duties or responsibilities imposed on or agreed to by the Port Authority or with which the Port Authority must comply calling for public disclosure of information or pursuant to freedom of information policy adopted or which may be adopted by its Board of Commissioners, or pursuant to compliance with law, ordinance, governmental rule, regulation or order, it will not deliberately convey the same to any private person; provided that if such information is already at that time in the public domain the foregoing agreement against disclosure shall not apply and release of such information shall not be or be deemed a violation hereunder.

Section 39. Effect of Basic Lease

(a) This Agreement and the letting hereunder shall, in any event, terminate with the termination or expiration of the Basic Lease with the City of New York which covers the premises, such termination to be effective on such date and to have the same effect as if the term of the letting had on that date expired. The rights of the Port Authority in the premises are those granted to it by the Basic Lease, and no greater rights are granted or intended to be granted to the Lessee than the Port Authority has power thereunder to grant.

(b) The Port Authority covenants that, during the term of this Agreement, the Port Authority will not take any action which would amount to or have the effect of cancelling, surrendering or terminating the Basic Lease prior to the date specified in the Basic Lease for its expiration insofar as such surrender, cancellation or termination would in any manner deprive the Lessee of any of its rights, licenses or privileges under this Agreement.

(c) Nothing herein contained shall prevent the Port Authority from entering into an agreement with The City of New York pursuant to which the Basic Lease is surrendered, cancelled or terminated provided that The City of New York, at the time of such agreement, assumes the obligations of the Port Authority under this Agreement.

Section 40. Removal of Property

All personal property (including trade fixtures) removable without material damage to the premises, which are installed by the Lessee in or on the premises leased to the Lessee pursuant to the Agreement, shall be deemed to be and remain the property of the Lessee. All such property, provided the Lessee shall install suitable replacements therefor if such personal property is necessary to operate the premises in accordance with the terms and provisions hereof in accordance with the best practices of the air transportation industry, may at the Lessee's option be removed by the Lessee from the premises at any time during the term of this Lease. Furthermore, all such property of the Lessee shall, unless otherwise agreed in writing by the parties hereto, be removed by the Lessee on or before the expiration or other termination of the term of the Lease. If the Lessee shall fail to remove its property on or before the termination or expiration of this Agreement, 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 Lessee to the Port Authority, with any balance remaining to be paid to the Lessee; if the expenses of such removal, storage and sale shall exceed the proceeds of sale, the Lessee shall pay such excess to the Port Authority upon demand.

Section 41. Purchase of Property

The Port Authority shall have the option from time to time exercisable by notice to the Lessee effective on the expiration or earlier termination of the letting of the premises hereunder, or any part thereof, to purchase all, or such part as

the Port Authority elects, of the Lessee's personal property (including trade fixtures but excluding ground vehicles and excluding the Lessee's furniture, office supplies, maintenance tools, telecommunications equipment and personal computers) including without limiting the generality of the foregoing any system for handling baggage, any counters, and any passenger loading bridges, as and to the extent any of the foregoing are personal property, which may at the time of the giving of such notice have been installed or placed on the premises. In the event the Port Authority exercises its option to make a purchase, the Port Authority shall pay to the Lessee a sum equal to the reasonable value of the personal property (including trade fixtures) purchased. The Lessee hereby agrees that on the effective date of the purchase and sale none of the aforesaid items shall be subject to any lien, security interest or other encumbrance, and upon request of the Port Authority the Lessee will execute a bill of sale or such other document of conveyance as the Port Authority may request to transfer title to the aforesaid items to the Port Authority (including a warranty of title to the Port Authority) and the Port Authority shall pay the purchase price. Further, the Lessee shall from time to time execute such other documentation as the Port Authority may require and prepare evidencing the option of the Port Authority, as herein provided, to purchase the aforesaid personal property, including without limitation, security agreements and filings pursuant to the Uniform Commercial Code.

Section 42. Brokerage

The Lessee represents and warrants that no broker has been concerned on its behalf in the negotiation of this Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from any claim for commission or brokerage made by any and all persons, firms or corporations whatsoever for services rendered to the Lessee in connection with (i) the negotiation and execution of this Agreement, or (ii) the negotiation and execution of any subleases with the Approved Sublessees or the Consent Agreements applicable thereto; or both.

Section 43. Limitation of Rights and Privileges Granted

(a) No greater rights or privileges with respect to the use of the premises or any part thereof are granted or intended to be granted to the Lessee by this Agreement, or by any provision thereof, than the rights and privileges expressly and specifically granted hereby.

(b) The premises are let to the Lessee and the Lessee takes the same subject to all the following: (i) easements, restrictions, reservations, covenants and agreements, if any, to which the premises may be subject, and rights of the public in and to any public street; (ii) rights, if any, of any enterprise, public or private which is engaged in furnishing heating, lighting, power, telegraph, telephone, steam, or transportation services and of the City and State of New York; (iii) permits, licenses, regulations and restrictions, if any, of the United States, the City of New York or State of New York, or other governmental authority.

(c) The Lessee acknowledges that it has not relied upon any representation or statement of the Port Authority or its Commissioners, officers, employees or agents as to the condition of the premises or the suitability thereof for the operations permitted on the premises by this Agreement. Without limiting any obligation of the Lessee to commence operations hereunder at the time and in the manner stated elsewhere in this Agreement, the Lessee agrees that no portion of the premises will be used initially or at any time during the letting which is in a condition unsafe or improper for the conduct of the operations permitted hereunder so that there is possibility of injury or damage to life or property. The Lessee shall take possession of the premises in the condition they are in as of the commencement of the term of the letting hereunder except as otherwise expressly provided in Section 87 hereof.

Section 44. Notices

Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the offices of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered or certified mail. The Lessee shall from time to time designate in writing an office within the Port of New York District and an officer or representative whose regular place of business is at such office upon whom notices and requests may be served. Until further notice, the Port Authority hereby designates its Executive Director, and the Lessee designates the person named on the first page hereof as their officers or representatives 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 Lessee designates its office at Building 14, John F. Kennedy International Airport, Jamaica, New York 11430

as their respective offices where notices and requests may be served. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof. Notwithstanding the designated address of the Lessee, it is specifically understood and agreed that neither said designation nor the listing of such address on page one hereof or elsewhere shall be or be deemed to be the required Port Authority consent for the use of such office listed by the Lessee or its General Partner or a waiver of such a requirement for Port Authority consent under the lease between the Port Authority and the lessee of said Building 14 or a waiver of any other term or provision of such lease.

Section 45. Facilities Non-Discrimination

(a) Without limiting the generality of any of the provisions of the Agreement, the Lessee, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, color, sex, creed, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the premises, and the exercise of any privilege under this Agreement, (2) that in the construction of any improvements on, over, or under the premises and the furnishing of services thereon, no person on the grounds of race, color, creed, national origin, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Lessee's operations at the Airport whether by reason of agreement between the Port Authority and the United States Government or otherwise.

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

(c) The Lessee's noncompliance with the provisions of this Section shall constitute a material breach of this Agreement. In the event of the breach by the Lessee of any of the above non-discrimination provisions the Port Authority may take any appropriate action to enforce compliance; or in the event such non-compliance shall continue for a period of twenty (20) days after receipt of written notice from the Port Authority, the Port Authority shall have the right to terminate this Agreement and the letting hereunder with the same force and effect as a termination under the Section of this Agreement providing for termination for default by the Lessee in the performance or observance of any other term or provision of this Agreement, or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

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

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

Section 46. Affirmative Action

In addition to and without limiting the provisions of Section 45 and Schedule E hereof or any other term or provision of this Agreement, the Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

Section 47. The Lessee's Ongoing Affirmative Action Equal Opportunity Commitment

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

(b) In addition to and without limiting the foregoing, and without limiting the provisions of Sections 45 and 46 and Schedule E hereof, it is hereby agreed that the Lessee in connection with its continuing operation, maintenance and repair of the premises, or any portion thereof, and in connection with every award or agreement for concessions or consumer services at the Airport, shall throughout the term of the letting hereunder commit itself to and use, and shall insure that each of the Approved Sublessees commits itself to and uses, good faith efforts to implement an extensive program of Affirmative Action, including specific affirmative action steps to be taken by the Lessee and the Approved Sublessees, to ensure maximum opportunities for employment and contracting by minorities and women. In meeting the said commitment the Lessee agrees to submit its said extensive Affirmative Action program, including the specific affirmative action steps to be taken by the Lessee and the Approved Sublessees to meet its aforesaid commitment, within eighteen (18) months prior to the Date of Beneficial Occupancy (as defined in Section 4 hereof) to the Port Authority for its review and approval. The Lessee shall incorporate in its said program such revisions and changes which the Port Authority initially or from time to time may reasonably require. The Lessee throughout the term of the letting hereunder shall document its efforts in implementing the said program, shall keep the Port Authority fully advised of the Lessee's progress in implementing the said program and shall supply to the Port Authority such information, data and documentation with respect thereto as the Port Authority may from time to time and at any time request, including but not limited to annual reports.

(c) (1) "Minority" as used herein shall be as defined in paragraph II(c) of Part I of Schedule E.

(2) "Minority Business Enterprise" (MBE) as used herein shall have the meaning as defined in the first paragraph of Part II of Schedule E.

(3) "Women-owned Business Enterprise" (WBE) as used herein shall have the meaning as defined in the first paragraph of Part II of Schedule E.

(4) Good faith efforts to include meaningful participation by MBEs and WBEs shall include at least the following:

(i) Dividing the work to be subcontracted into smaller portions where feasible.

(ii) Actively and affirmatively soliciting bids for subcontracts from MBEs and WBEs, including circulation of solicitations to minority and female contractor associations. The Lessee shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation as called for in paragraph (b) above, 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 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 subcontractors.

(v) Encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors, where appropriate, to insure that the Lessee will meet its obligations hereunder.

(vi) Insuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis.

(vii) Submitting quarterly reports to the Port Authority (Office of Business and Job Opportunity) detailing its compliance with the provisions hereof.

(d) The Lessee's non-compliance with the provisions of this Section shall constitute a material breach of this Agreement. In the event of the breach by the Lessee of any of the above provisions the Port Authority may take any appropriate action to enforce compliance; or in the event such non-compliance shall continue for a period of twenty (20) days after receipt of written notice from the Port Authority, the Port Authority shall have the right to terminate this Agreement and the letting hereunder with the same force and effect as a termination under the Section of this Agreement providing for termination for default by the Lessee in the performance or observance of any other term or provision of this Agreement, or may pursue such other remedies as may be provided by law.

(e) In the implementation of this Section, the Port Authority may consider compliance by the Lessee with the provisions of any federal, state or local law concerning affirmative action equal employment opportunity which are at least equal to the requirements of this Section, as effectuating the provisions of this Section. If the Port Authority determines that by virtue of such compliance with the provisions of any such federal, state or local law that the provisions hereof duplicate or conflict with such law the Port Authority may waive the applicability of the provisions of this Section to the extent that such duplication or conflict exists.

(f) 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.

(g) Nothing in this Section 47 shall grant or be deemed to grant to the Lessee the right to make any agreement or award for concessions or consumer services at the Airport.

Section 48. Other Construction by the Lessee

(a) The Lessee shall not erect any structures, make any improvements or do any construction on the premises or alter, modify, or make additions, improvements or repairs to or replacements of any structure existing at the commencement of the term of the letting hereunder or built at any time during the letting, or install any fixture (other than trade fixtures, removable without material damage to the premises, any such damage to be immediately repaired by the Lessee) without the prior written approval of the Port Authority and in the event any construction, improvement, alteration, modification, repair, replacement or addition is made without such approval, then upon reasonable notice so to do, the Lessee will remove the same, or

at the option of the Port Authority cause the same to be changed to the satisfaction of the Port Authority. In case of any failure on the part of the Lessee to comply with such notice, the Port Authority may effect the removal or change and the Lessee shall pay the cost thereof to the Port Authority.

(b) Without limiting the generality of the foregoing paragraph the Lessee acknowledges and agrees that any Notes and associated reference lines set forth on Exhibit A to the Lease shall not constitute or be deemed to constitute or imply that approval of the Port Authority will be granted to any proposed construction by the Lessee nor shall the same grant or be deemed to grant any right or permission to the Lessee now or in the future to erect any structures, make any improvements or do any other construction work in the premises, including but not limited to repairs to or replacements of, any structure now existing or built at any time during the letting or install any fixtures on the premises, including but not limited to paving, and that the provisions of the foregoing paragraph of this Section shall be read and construed as if there were no Notes and associated reference lines on Exhibit A and that any which were placed on such Exhibit are solely and exclusively for the benefit of the Port Authority.

(c) Notwithstanding the obligation of maintenance imposed upon the Lessee by the provisions of Section 14 hereof, the Lessee shall not make any repairs or replacements (except emergency repairs or replacements) unless and until it has first obtained an approved Port Authority Alteration Application for such repairs or replacements which shall then be performed in full accordance with the terms of said Alteration Application.

Section 49. Place of Payments

All payments required of the Lessee by this Agreement shall be made to the Port Authority, P.O. Box 17309, Newark, New Jersey 07194, or to such other address, office or location as may be substituted therefor by the Port Authority by notice to the Lessee from time to time.

Section 50. Construction and Application of Terms

(a) The section 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 and Schedules attached hereto, whether there set out

in full or as amendments of, or supplements to provisions elsewhere in the Agreement stated, shall have the same force and effect as if herein set forth in full.

Section 51. Non-liability of Individuals

No Commissioner, director, officer, agent or employee of either party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement or because of any breach or alleged breach thereof, or because of its or their execution or attempted execution.

Section 52. Termination by the Lessee

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

(1) If the Airline Partners of the Lessee who are Approved Sublessees shall be prevented from operating their air transportation system to and from the Airport by reason of their inability to use a substantial part or all of the runways and taxiways, as hereinafter defined:

(i) for a period of longer than thirty (30) consecutive days, resulting from any condition of the Airport not due to the fault of the said Approved Sublessees (or any of them); or

(ii) for a period of longer than ninety (90) consecutive days, resulting from a permanent injunction issued by any court of competent jurisdiction; or

(iii) for a period of longer than ninety (90) consecutive days, resulting from any order, rule or regulation of the Federal Aviation Administration, or other governmental agency having jurisdiction over the operations of the said Approved Sublessees with which the said Approved Sublessees are unable to comply at reasonable cost or expense; or

(2) The Port Authority shall fail to perform any of its obligations under this Lease within twenty (20) days after receipt of notice of default thereunder from the Lessee (except where fulfillment of its obligation requires activity over a period of time and the Port Authority shall commence to perform whatever may be required for fulfillment within twenty (20) days after the 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 of the condition, the Lessee may by twenty (20) days' notice terminate the letting, such termination to be effective upon the date set forth in such notice and to have the same effect as if the term of the letting had on that date expired. No waiver by the Lessee of any default on the part of the Port Authority in performance of any of the terms, covenants or conditions hereof to be performed, kept or observed by the Port Authority shall be or be construed to be a waiver by the Lessee of any other or subsequent default in performance of any of the said terms, covenants and conditions.

(b) The payment of rentals by the Lessee for the period or periods after the Lessee shall have a right to terminate under this Section but before any such default of the Port Authority has been cured, shall not be or be construed to be a waiver by the Lessee of any such right of termination.

(c) The rights of termination described above shall be in addition to any other rights of termination provided in this Agreement and in addition to any rights and remedies that the Lessee would have at law or in equity consequent upon any breach of this Agreement by the Port Authority, and the exercise by the Lessee of any right of termination shall be without prejudice to any other such rights and remedies.

Section 53. Effect of Termination by the Lessee

(a) If the Lessee terminates the letting pursuant to the provisions of Section 52 (a) (1) then the Port Authority may at its option, pay to the Lessee the Unamortized Capital Investment (as defined in Section 85 hereof), if any, of the Lessee in the premises. Such option shall be evidenced by notice in writing to the Lessee by the Port Authority within sixty (60) days after the Lessee has given notice of termination. The failure of the Port Authority to exercise the said option will impose no obligation upon it to relet the premises.

(b) If the Lessee terminates the letting pursuant to the provisions of Section 52 (a) (2) then the Port Authority may, at its option, pay to the Lessee the Unamortized Capital Investment (as defined in Section 85 hereof), if any, of the Lessee in the premises. Such option shall be evidenced by notice in writing to the Lessee by the Port Authority within sixty (60) days after the Lessee has given notice of termination. If the Port Authority fails to exercise such option, then the Port Authority shall use its best efforts to relet the premises.

(c) If the Port Authority relets the premises prior to the date upon which this Lease would have expired but for such termination, then the net rent paid by the new tenant to the Port Authority (after deducting any costs or expenses incurred by the Port Authority in securing said new tenant and in complying with the terms of the lease to such tenant, including but not limited to costs of alteration and decoration of such premises, in the event of termination pursuant to the provisions of Section 52 (a) (1), and after deducting any costs or expenses incurred by the Port Authority for the maintenance of said premises or for services furnished to the new tenant and after deducting the amounts which would have been payable as rent by the Lessee but for such termination) shall be paid over by the Port Authority to the Lessee until said amounts paid over equal the Unamortized Capital Investment (as defined in Section 85 hereof) of the Lessee in the premises as of the date of termination. The obligation of the Port Authority to pay over to the Lessee any net rent received from such new tenant shall endure only while such new tenant continues to pay rent and occupy such premises, and only while the Unamortized Capital Investment (as defined in Section 85 hereof) of the Lessee in such premises is unamortized, and in no event is such obligation to pay over to endure beyond the date upon which this Lease would have expired but for such termination.

Section 54. Abatement

If the Port Authority shall, for safety or other reasons, prohibit the use of the Public Landing Area at the Airport or of any substantial part thereof for foreign or domestic scheduled air transport operations for a period covering more than sixty (60) consecutive days and the Lessee shall thereby be prevented from conducting those operations at the Airport enumerated in Section 5 hereof, then upon the occurrence of such event, the Lessee at its option shall be entitled to abatement of basic rental during such period of prohibition and prevention. In the event that the Lessee shall exercise such option the Lessee shall be deemed to have released and discharged the Port Authority of and from all claims and rights which the Lessee may have hereunder arising out of or consequent upon such closing and the subsequent interrupted use of such Public Landing Area or part thereof during the period of prohibition.

Section 55. Services to the Lessee

(a) The Port Authority shall sell, furnish and supply to the Lessee for use on the premises and the Lessee agrees to take from the Port Authority and pay for electricity of the same voltage, phase and cycle as supplied to the premises by the

public utility in the vicinity, but limited, however, to serve a maximum of 4,000 KVA installed transformer capacity, at the same charge which would be made by such public utility for the same quantity under the same conditions and in the same service classification but in no event less than an amount that would reimburse the Port Authority for its costs of obtaining and supplying electricity to the Lessee hereunder; charges shall be payable by the Lessee when billed and the quantity of electricity consumed shall be measured by the meter or meters installed for the purpose; provided, however, that if for any reason, any meter or meters fail to record the consumption of electricity, the consumption during the period such meter or meters are out of service will be considered to be the same as the consumption for a like period either immediately before or after the interruption as elected by the Port Authority. The Port Authority shall not discontinue the supply of electricity except upon fifteen (15) days' notice to the Lessee and unless a supply of electricity of the same voltage, phase and cycle (subject to the KVA limitation aforesaid) shall be available from another supplier and upon any such discontinuance the Lessee shall be at liberty to contract or otherwise arrange for the supply of such current after the expiration of said fifteen (15) days from any other person, firm or corporation. The Port Authority shall install the appropriate meters.

(b) The Port Authority agrees to sell, furnish and supply to the Lessee for use on the premises cold water (of the character furnished by the City of New York) in reasonable quantities through existing pipes, mains and fittings and the Lessee agrees to take such water from the Port Authority and to pay the Port Authority therefor an amount equal to that which would be charged by the municipality or other supplier of the same (whether or not representing a charge for water or other services measured by water consumption) for the same quantity, used under the same conditions and in the same service classification plus the cost to the Port Authority of supplying such water which shall not be less than ten percent (10%) nor in excess of fifty percent (50%) of the amount charged, but in no event less than an amount that would reimburse the Port Authority for its costs of obtaining and supplying water to the Lessee hereunder. The charge therefor shall be payable by the Lessee when billed and the quantity of water consumed shall be measured by the meter or meters installed for the purpose; provided, however, that if for any reason, any meter or meters fail to record the consumption of water, the consumption during the period such meter or meters are out of service will be considered to be the same as the consumption for a like period immediately before or after the interruption, as elected by the Port Authority. The Port Authority shall install the appropriate

meters. In the event meters are not installed to measure the consumption of water under high pressure, the quantity of such water used by the Lessee will be based upon equitable estimates of consumption, which estimates shall be deemed binding on the Lessee.

(c) The Lessee shall pay to the Port Authority such of the existing and future charges for sewerage services furnished by the City of New York as are presently or may hereafter be imposed or assessed against the Port Authority in respect of the Lessee's premises or the use and occupancy thereof. In the event that the City or the State of New York is now furnishing services with or without charge therefor, which are beneficial to the Lessee in the use and occupancy of the premises, and shall hereafter impose charges or increase existing charges for such services, the Lessee agrees to pay to the Port Authority such of the charges or the increase in charges as may be imposed or assessed against the Port Authority in respect of the Lessee's premises or the use and occupancy thereof.

(d) If and in the event the Port Authority shall provide extermination service for the enclosed areas of the premises, the Lessee agrees to utilize the same and to pay its pro rata share of the reasonable cost thereof upon demand. This paragraph does not impose any obligation on the Port Authority to furnish such service.

(e) The Port Authority shall not be obligated to perform or furnish any other services whatsoever in connection with the premises or any services at any time while the Lessee shall be in default hereunder after the period, if any, herein granted to cure such default shall have expired.

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

(g) No failure, delay or interruption in supplying agreed services (whether or not a separate charge is made therefor) shall be or be construed to be an eviction of the Lessee or grounds for any diminution or abatement of rental, or (unless resulting from the negligence or wilful failure of the

Port Authority) shall be grounds for any claim by the Lessee for damages, consequential or otherwise.

Section 56. The Central Heating and Refrigeration Facility

(a) The Port Authority heretofore designed, constructed and installed at the Airport certain installations consisting of an "L" shaped one story building, two fuel storage spheres, an eleven cell cooling tower array, sixteen absorption refrigeration units, six high temperature hot water generators, a closed loop distribution system including underground lines, meters, heat exchangers and appropriate and related lines, pipes, mains, motors, pumps, ducts, fixtures, transformers, cables, manholes, wires, conduits, machinery, devices, equipment, structures and facilities and such utility, mechanical, pump, sewer, telephone, water, electrical, fire alarm, fire protection, gas and other systems, all as are appropriate or necessary for the manufacture, production and distribution of high temperature hot water and chilled water. The Port Authority thereafter embarked on a program for the expansion and rehabilitation of the foregoing which program consisted generally of the design, construction and installation of an expansion of the existing building, two additional new cells to the existing cooling tower cell array and a complete upgrading of the existing cells, the installation of a centrifugal refrigeration unit, the construction of new and the replacement of existing high temperature hot water lines and chilled water lines with lines of greater capacity, the enlargement of the fire alarm and telephone systems, the extension of the pump system, together with such appropriate meters, heat exchangers, lines, pipes, mains, motors, pumps, devices, fixtures, transformers, cables, manholes, wires, conduits, machinery, devices, equipment, structures, and facilities as were necessary or appropriate, as well as necessary and appropriate changes to the utility, mechanical, sewer, telephone, water, electrical, fire alarm, fire protection, gas and other systems now part of the Facility, all of the foregoing being sometimes herein collectively in this Section and for the purposes of this Section only called "The Central Heating and Refrigeration Facility" or the "Facility".

(b) The Port Authority has entered into agreements consisting of an Energy Purchase Agreement, dated as of April 28, 1993, of a Construction and Operations Agreement dated as of April 28, 1993, and an Agreement of Lease, dated as of April 28, 1993, (hereinafter as the same may be supplemented, amended and extended from time to time collectively and individually called the "Cogeneration Agreement") with KIAC Partners, a New York General Partnership (hereinafter called "KIAC"), for the construction, installation and operation of a cogeneration

facility at the Airport which will include portions of the Central Heating and Refrigeration Facility, as set forth above, now operated at the Airport, which cogeneration facility will, from and after the date of its "Commercial Operation" as such term is defined in the Cogeneration Agreement, produce electricity, hot water and chilled water, as the terms hot water and chilled water are defined below, and which cogeneration facility is hereinafter called the "Cogeneration Facility". Effective May 4, 1993, and while the construction of the Cogeneration Facility proceeds, KIAC will operate the Facility on behalf of the Port Authority to produce hot water and chilled water, as such terms are defined below, and the following shall be and continue in effect with respect to the sale, furnishing and supply of hot water and chilled water by the Port Authority to the Lessee.

(c) The Port Authority agrees to sell, furnish and supply to the Lessee in reasonable quantities for use on the premises, high temperature hot water (hereinafter called "hot water") by a closed loop system to be converted for heating use, for kitchen service, for snow melting and for heating aircraft, and chilled water (hereinafter called "chilled water") for air conditioning (excluding use for air conditioning aircraft, said exclusion not to imply any broadening of permitted uses), and the Lessee agrees to take such hot water and chilled water from the Port Authority and to pay the Port Authority therefor at the times and in the manner hereinafter provided. The Lessee shall pay to the Port Authority for hot water its pro rata share of the Annual Hot Water Facility Cost as hereinafter defined and the Lessee shall pay to the Port Authority for chilled water its pro rata share of the Annual Chilled Water Facility Cost as hereinafter defined. The Lessee's pro rata share of the Annual Hot Water Facility Cost shall be determined by multiplying the Annual Hot Water Facility Cost for each calendar year by a fraction, the numerator of which shall be the total number of BTUs of heat drawn from the hot water lines serving the premises during said calendar year, and the denominator of which shall be the Annual Total Hot Water Reading as hereinafter defined for said calendar year. The Lessee's pro rata share of the Annual Chilled Water Facility Cost shall be determined by multiplying the Annual Chilled Water Facility Cost for each calendar year by a fraction, the numerator of which shall be the total number of BTUs absorbed by the chilled water lines serving the premises during said calendar year, and the denominator of which shall be the Annual Total Chilled Water Reading as hereinafter defined for said calendar year.

(d) (i) The Annual Total Facility Cost for the portion of the calendar year commencing on May 4, 1993, and ending on December 31, 1993 shall consist of the sum of the following:

(1) The amount of interest payable by the Port Authority to KIAC pursuant to the Cogeneration Agreement and determined at the rate or rates provided for in the Cogeneration Agreement on a principal amount of Eight Million Two Hundred Fifty Thousand Dollars and No Cents ($8,250,000.00);

(2) The amount of interest payable by the Port Authority from and after June 15, 1992, to KIAC pursuant to the Cogeneration Agreement for expenditures for capital improvements that are useable and useful and that have the potential to provide both an immediate benefit to the operation of the Facility prior to Commercial Operation and would provide a continuing and significant benefit to the operation of the Cogeneration Facility after Commercial Operation;

(3) The Annual Facility Operating and Maintenance Charge as defined in paragraph (g) hereof appropriately prorated.

(ii) The Annual Total Facility Cost for the calendar year commencing on January 1, 1994, and ending on December 31, 1994, shall consist of the sum of the following:

(1) The amount of interest payable by the Port Authority to KIAC pursuant to the Cogeneration Agreement and determined at the rate or rates provided for in the Cogeneration Agreement on (A) a principal amount of Eight Million Two Hundred Fifty Thousand Dollars and No Cents ($8,250,000.00) for the portion of such calendar year commencing on January 1, 1994 and ending on May 3, 1994, plus (B) a principal amount of Four Million Six Hundred Twenty-five Thousand Dollars and No Cents ($4,625,000.00) for the portion of such calendar year commencing on May 4, 1994, and ending on December 31, 1994;

(2) The amount of interest payable by the Port Authority to KIAC pursuant to the Cogeneration Agreement for expenditures for capital improvements that are useable and useful and that have the potential to provide both an immediate benefit to the operation of the Facility prior to Commercial Operation and would provide a continuing and significant benefit to the operation of the Cogeneration Facility after Commercial Operation;

(3) The Annual Facility Operating and Maintenance Charge as defined in paragraph (g) hereof.

(iii) The Annual Total Facility Cost for the calendar year commencing on January 1, 1995, and ending on December 31, 1995, shall consist of the sum of the following:

(1) The amount of interest payable by the Port Authority to KIAC pursuant to the Cogeneration Agreement and determined at the rate or rates provided for in the Cogeneration Agreement on (A) a principal amount of Four Million Six Hundred Twenty-five Thousand Dollars and No Cents ($4,625,000.00) for the portion of such calendar year commencing on January 1, 1995, and ending on May 3, 1995, plus (B) a principal amount of One Million Dollars and No Cents ($1,000,000.00) for the portion of such calendar year commencing on May 4, 1995, and ending on December 31, 1995;

(2) The amount of interest payable by the Port Authority to KIAC pursuant to the Cogeneration Agreement for expenditures for capital improvements that are useable and useful and that have the potential to provide both an immediate benefit to the operation of the Facility prior to Commercial Operation and would provide a continuing and significant benefit to the operation of the Cogeneration Facility after Commercial Operation;

(3) The Annual Facility Operating and Maintenance Charge as defined in paragraph (g) hereof.

(iv) The Annual Total Facility Cost for each calendar year commencing on and after January 1, 1996, shall consist of the sum of the following:

(1) The amount of interest payable by the Port Authority to KIAC pursuant to the Cogeneration Agreement and determined at the rate or rates provided for in the Cogeneration Agreement on a principal amount of One Million Dollars and No Cents ($1,000,000.00);

(2) The amount of interest payable by the Port Authority to KIAC pursuant to the Cogeneration Agreement for expenditures for capital improvements that are useable and useful and that have the potential to provide both an immediate benefit to the operation of the Facility prior to Commercial Operation and would provide a continuing and significant benefit to the operation of the Cogeneration Facility after Commercial Operation;

(3) The Annual Facility Operating and Maintenance Charge as defined in paragraph (g) hereof.

(e) (1) The Annual Hot Water Facility Cost shall be 27.8% of the Annual Total Facility Cost.

(2) The Annual Chilled Water Facility Cost shall be 72.2% of the Annual Total Facility Cost.

(f) (i) The total amount of BTUs of heat drawn during each calendar year from the hot water lines emanating from the Facility as measured by the meters installed at all the terminals, facilities, structures and buildings at the Airport, but only within the Central Terminal Area as defined in Section 78 hereof, including the premises but excluding Buildings 181, 182 and 184, receiving such hot water from the Facility shall be ascertained for each calendar year and is hereinafter called the "Annual Total Hot Water Reading" and the total amount of BTUs absorbed during each calendar year by the chilled water lines emanating from the Facility as measured by the meters installed at all the terminals, facilities, structures and buildings at the Airport, but only within the Central Terminal Area as defined in Section 78 hereof, including the premises but excluding Buildings 181, 182 and 184, receiving such chilled water from the Facility shall be ascertained for each calendar year and is hereinafter called the "Annual Total Chilled Water Reading". The Port Authority has installed or will install and maintain all appropriate meters and heat exchangers including those in the premises.

(ii) If any meter or meters fail to record the amount of consumption, the amount of consumption during the period such meter or meters are out of service will be considered to be the same as the consumption for a like period either immediately before or after the interruption, as elected by the Port Authority. In making meter readings and ascertaining consumption for each calendar year, in addition to all readings to be taken during the calendar year, readings shall be taken as soon as practicable to the beginning of each calendar year or at the end of each calendar year.

(g) The service of the Port Authority in furnishing, supplying, activating, cleaning, testing, providing, maintaining, repairing, servicing and operating the Facility and the hot water and chilled water emanating therefrom is hereinafter called the "Facility Service". The Cogeneration Agreement provides that KIAC shall furnish most aspects of the Facility Service to the Port Authority. The Annual Facility Operating and Maintenance Charge shall mean the cost to the Port Authority of the Facility Service for each calendar year. Without limiting the generality of the provisions of this

paragraph the said cost to the Port Authority shall include, but not be limited to, the Port Authority's payments to KIAC for the provision of the Facility Service. Said cost shall be determined in accordance with the Port Authority's normal accounting practice and shall consist of the following:

(i) The cost of all fuel, water, electricity and any other utilities and components used, consumed or employed. The cost of water shall include the cost to the Port Authority of sewage and other services based upon water charges or consumption. In the event furthermore that the City or State of New York is now furnishing services with or without charge therefor which in any way affect the Facility Service, and shall hereinafter impose charges or increase existing charges for such services, the said charges or increase in charges as may be imposed or assessed against the Port Authority shall be deemed a part of the cost under this item (i);

(ii) On-the-job payroll costs of employees and supervisory personnel (including Facility supervisors, foremen and clerks) working in the Facility Service, including but not limited to contributions to any retirement system or the cost of or participation in any pension plans or the like, social security, old age, survivors, disability and unemployment insurance and other insurance costs, sick leave pay, holiday, vacation, authorized absence and severance pay, other employee fringe benefits and any other payments made or costs incurred whether pursuant to law or by Port Authority policy to or with respect to said employees and personnel;

(iii) The cost (including rental charges) of materials, equipment, machinery and supplies used and the cost of maintaining, cleaning, repairing and servicing the same;

(iv) (1) Payments to contractors and any other third persons, firms or corporations for the performance of services;

(2) Payments to KIAC by the Port Authority under the Cogeneration Agreement in connection with the Facility Service;

(v) Payments of premiums (or to the extent of self-insurance an amount equivalent to what the premiums would have been) for insurance on the Facility and the Facility Service, including without limitation thereto, fire and extended coverage, workmen's compensation and comprehensive general liability;

(vi) Any other direct costs as charged under the Port Authority's normal accounting practice;

(vii) Fifteen percent (15%) of the sum of all of the foregoing items (i) through (vi).

(viii) (1) There shall be deducted from item (vii) hereof an amount as hereinafter defined and herein called the "utility credit".

(2) The utility credit shall mean the amount of $350,000.00, or fifteen percent (15%) of the sum of the "electricity credit", the "gas credit" and the "fuel oil credit" all as hereinafter defined, whichever is less.

(3) The electricity credit shall be an amount determined by dividing the amount paid by the Port Authority for the fuel adjustment factor portion of electricity covered by item (i) hereof by the total number of kilowatt hours (KWH) of electricity covered by said item (i) hereof, and subtracting from the quotient obtained thereby the amount of $0.00544 per KWH, and multiplying the resulting difference or $0.01710 per KWH, whichever is less, by the total KWH of electricity covered by item (i) hereof.

(4) The gas credit shall be an amount determined by dividing the amount paid by the Port Authority for illuminating gas covered by item (i) hereof by the total number of thousands of cubic feet (MCF) of illuminating gas covered by said item (i) hereof, and subtracting from the quotient obtained thereby the amount of $1.012 per MCF, and multiplying the resulting difference or $1.242 per MCF, whichever is less, by the total MCF of illuminating gas covered by item (i) hereof.

(5) The fuel oil credit shall be an amount determined by dividing the amount paid by the Port Authority for fuel oil covered by item (i) hereof by the total number of gallons of fuel oil covered by said item (i) hereof, and subtracting from the quotient obtained thereby the amount of $0.1409 per gallon, and multiplying the resulting difference or $0.2421 per gallon, whichever is less, by the total gallons of fuel oil covered by item (i) hereof.

(h) The Port Authority shall not be obligated to the Lessee to furnish the services covered by paragraph (c) hereof at any time while the Lessee shall be in default hereunder after the period, if any, herein granted to cure such default shall have expired. The Port Authority shall be under no obligation to provide said services, if and to the extent and during any period

that the supplying of such services or the use of any component necessary therefore 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, nor shall the Port Authority be under any obligation to provide such services if and to the extent and during any period that the same are curtailed or stopped because of the need to repair, replace, rebuild or alter the Facility. The services covered by paragraph (c) with respect to the construction work shall commence as of the time the Lessee performs the necessary portion of the said construction work pertaining thereto and has received the certificate of the Port Authority pertaining to the said construction work pursuant to Section 2 (j) hereof.

(i) No failure, delay or interruption in supplying said services shall be or be construed to be an eviction of the Lessee or grounds for the diminution or abatement of rentals, fees or other charges, or (unless resulting from the negligence or wilful failure of the Port Authority) shall be grounds for any claims by the Lessee for damages, consequential or otherwise.

(j) The amounts payable to the Port Authority pursuant to paragraph (c) hereof are for each calendar year, but in the event the term of this Agreement expires on a day other than the last day of a calendar year, then in each such event the amounts payable to the Port Authority pursuant to paragraph (c) hereof shall, for the year during which each such event occurs, be for such portion of said year during which the Port Authority provides hot water and chilled water pursuant to paragraph (c) hereof. In determining said amounts, the Annual Total Facility Cost, the Annual Hot Water Facility Cost, the Annual Chilled Water Facility Cost, the Annual Total Hot Water Reading, the Annual Total Chilled Water Reading and the readings of BTUs of heat drawn and of BTUs absorbed in the premises shall be computed, determined and ascertained for each calendar year (or portion thereof in the event mentioned in the first sentence hereof) of the term of this Agreement. Notwithstanding the foregoing and for current monthly or other periodic billing purposes as shall from time to time be selected by the Port Authority, the Port Authority shall establish for each calendar year estimated interim rates for hot water based upon BTUs of heat drawn from the hot water lines emanating from the Facility and estimated interim rates for chilled water based upon BTUs absorbed by the chilled water lines emanating from the Facility. Such estimated rates shall be based upon the Annual Chilled Water Facility Cost, the Annual Hot Water Facility Cost, the Annual

Total Hot Water Reading and the Annual Total Chilled Water Reading for the previous calendar year and upon estimated changes in the same or upon such other reasonable basis as the Port Authority may determine. The Lessee shall pay current billings as they are received. Said billings shall be based upon the interim rates and upon the total number of BTUs of heat drawn from the hot water lines serving the premises and the total number of BTUs absorbed by the chilled water lines serving the premises. Said readings shall be measured by the meters serving the premises as described in paragraph (f) hereof. The provisions of subparagraph (ii) of said paragraph (f) shall apply and pertain as well for current billing purposes.

(k) As soon as practicable after the expiration of each calendar year, the Port Authority shall determine the Annual Hot Water Facility Cost and the Annual Chilled Water Facility Cost for the preceding calendar year and shall determine the amounts payable by the Lessee in accordance with the provisions of paragraph (c) hereof. Corrected billings based upon such determination shall thereupon be rendered by the Port Authority to the Lessee and if any monies are due to the Port Authority they shall be promptly paid by the Lessee and if any monies are due to the Lessee they shall be promptly credited to it. In the event the term of this Agreement expires or is sooner terminated on a date other than the last day of a calendar year, the Port Authority shall have no obligation to immediately make the computations as hereinabove provided which would determine the amounts payable by the Lessee in accordance with paragraph (c) hereof for the period during said year when this Agreement was in effect. Said computation shall be made subsequent to the end of the calendar year as hereinabove provided, and if any monies are due to the Port Authority they shall be paid by the Lessee promptly and if any monies are due to the Lessee they shall be promptly paid to it by the Port Authority less such amounts, if any, then owing and due to the Port Authority from the Lessee.

(l) Notwithstanding anything contained in this Section, the Port Authority's obligation to provide hot water and chilled water to the premises shall be limited by the safe and efficient operating capacity of the Facility.

(m) The Lessee, as part of the construction work required under Section 2 of this Agreement, shall install all machinery, equipment and facilities required to be installed in the premises in order to utilize said high temperature hot water and chilled water and shall, as part of the construction work required under Section 2 of this Agreement, tie into the Facility at the mechanical equipment rooms on the premises constructed by the Lessee on the premises as part of the construction work

required under Section 2 of this Agreement. The Lessee hereby agrees that the Port Authority and KIAC and the contractors or suppliers of either of them shall have the right to enter upon the premises to install, operate and maintain facilities to bring hot water and chilled water to the rooms.

(n) The Port Authority shall keep in an office or offices within the Port of New York District such books, records and accounts as may be necessary or appropriate to record the items and transactions affecting the computation of payments to be made by the Lessee under this Section. The Lessee or its designated representative shall have the right to examine the books and records of the Port Authority during regular business hours in connection with or in respect to any cost incurred, charged, allocated or prorated to the construction, operation or maintenance of the Central Heating and Refrigeration Facility to the extent that such affect the computation of such payments by the Lessee, it being understood that the Lessee shall have no right to inspect such parts thereof as pertain to any cost or expense which is part of the cost of administration and overhead which is covered by item (vii) of paragraph (g) of this Section.

(o) In the event of the termination of the Cogeneration Agreement, if the facilities at the Airport therefor are, in the opinion of the Port Authority, economically operable, the Port Authority, itself or pursuant to agreement with a contractor or permittee, shall supply hot water and chilled water to the premises and the Lessee shall take and pay therefor with the Annual Facility Operating and Maintenance Charge therefor to be the amount that would reimburse the Port Authority for its capital and operating costs in connection therewith determined in accordance with the Port Authority's normal accounting practice.

Section 56A. Cogeneration Facility

Effective on a date to be stated in a notice from the Port Authority to the Lessee, the foregoing provisions of Section 56 of this Agreement shall be deemed deleted therefrom (this deletion not to affect or limit the obligation of the Lessee to pay all sums due and unpaid under the said superseded Section 56 prior to the aforesaid effective date) and the following shall be deemed inserted in lieu thereof:

"Section 56. Hot Water and Chilled Water Requirements

(a) (i) The Port Authority has entered into agreements consisting of an Energy Purchase Agreement, dated as of April 28, 1993, a Construction and Operations Agreement, dated as of April 28, 1993, and an Agreement of Lease, dated as of April 28, 1993,

(hereinafter as the same may be supplemented, amended and extended from time to time collectively and individually called the "Cogeneration Agreement") with KIAC Partners, a New York General Partnership (hereinafter called "KIAC"), for the construction, installation and operation of a cogeneration facility at the Airport which will include portions of the Central Heating and Refrigeration Facility previously operated by the Port Authority at the Airport and which cogeneration facility will produce electricity, hot water (hereinafter called "Hot Water") and chilled water (hereinafter called "Chilled Water") and which cogeneration facility is hereinafter called the "Cogeneration Facility". The Cogeneration Facility shall include a thermal distribution system (the "TDS") including distribution lines extending to the premises as provided in paragraph (f) below.

(ii) The Lessee acknowledges that it has received a copy of the Cogeneration Agreement and agrees that the supply by KIAC of Hot Water and Chilled Water to the premises is subject to all of the terms and provisions of the Cogeneration Agreement. The Lessee agrees that the Port Authority may grant waivers, consents and approvals to KIAC from time to time and the Port Authority and KIAC may supplement, amend or extend the Cogeneration Agreement, except to the extent provided in paragraph (i) below, from time to time and that the Lessee shall be subject to any such waivers, consents and approvals and supplements, amendments, and extensions as part of the Cogeneration Agreement. Copies of any such supplements, amendments and extensions will be made available to the Lessee upon request by the Lessee therefor.

(b) (i) The Cogeneration Agreement provides, among other things, that the Port Authority will purchase from KIAC for resale to the Lessee, and the Lessee hereby agrees that it will accept and purchase from the Port Authority from and after the date stated in a notice from the Port Authority (the "Cogeneration Effective Date"), subject to all of the terms and conditions of the Cogeneration Agreement, for use on the premises, to the extent the same is delivered by KIAC to the Port Authority and by the Port Authority to the Lessee, all of the Lessee's requirements at the premises for Hot Water and Chilled Water (excluding requirements exclusively for aircraft and loading bridges leading to aircraft); and the Lessee hereby agrees to pay the Port Authority therefor as follows:

(1) The Lessee acknowledges and agrees that the charge to the Lessee by the Port Authority for the Lessee's consumption of Hot Water and Chilled Water at the premises and Chilled Water makeup water and chemical treatment of makeup water

(due to system leakage at the premises or otherwise) shall be the sum of (A) the amount payable by the Port Authority to KIAC therefor pursuant to the Cogeneration Agreement, plus (B) Five Percent (5%) of the foregoing and plus (C) all applicable taxes.

(2) The Lessee acknowledges that pursuant to the Cogeneration Agreement KIAC will furnish the Port Authority with measurements of the Lessee's consumption of (A) Hot Water based upon energy drawn by the Lessee from KIAC's Hot Water distribution lines, (B) Chilled Water based upon the energy absorbed from the Lessee by KIAC's Chilled Water distribution lines and (C) Chilled Water makeup water and chemical treatment of makeup water consumed on the premises, and the Lessee agrees that the provisions of the Cogeneration Agreement with respect to the accuracy of such measurements, the redetermination of such measurements in the event of inaccurate registration by metering devices, and the use of estimates in the event of the failure of such metering devices shall all be applicable to the Lessee under this Agreement as though set forth in full herein.

(3) The Lessee acknowledges that the Cogeneration Agreement provides that KIAC shall provide estimated bills to the Port Authority for consumption of Hot Water and Chilled Water on a monthly basis commencing approximately ten (10) days after the Cogeneration Effective Date for the first calendar month or portion thereof and on or about the tenth day of the month for each calendar month thereafter. KIAC is then to render a final bill with respect to each estimated bill approximately ten (10) days after the conclusion of the said month together with the estimated bill for the then current month.

(4) Notwithstanding such arrangement between KIAC and the Port Authority, the Port Authority shall, with respect to each calendar year or fraction thereof, establish estimated unit rates, subject to change from time to time by the Port Authority, for the consumption on the premises of Hot Water and Chilled Water and shall render an estimated bill to the Lessee for the Lessee's consumption at such estimated rates monthly on the last day of the calendar month following each full or partial calendar month during the term hereof after the Cogeneration Effective Date which bill shall be payable on receipt.

(5) As soon as practicable after the expiration of each calendar year, the Port Authority shall determine the amounts payable by the Lessee in accordance with the provisions of subparagraphs (1), (2) and (3) of this paragraph (b). A corrected billing based upon such determination shall thereupon be rendered by the Port Authority to the Lessee and if any monies are due to the Port Authority they shall be promptly paid by the

Lessee and if any monies are due to the Lessee they shall be credited to it. In the event the term of this Agreement expires or is sooner terminated on a date other than the last day of a calendar year, the Port Authority shall have no obligation to immediately make the computations as hereinabove provided which would determine the amounts payable by the Lessee in accordance with subparagraphs (1), (2) and (3) of this paragraph (b) for the period during said year when this Agreement was in effect. In the event this Agreement expires on a day other than the last day of a calendar month and the actual consumption of and charges to the Lessee for such portion of the calendar month are not available, the charge to the Lessee shall be equitably prorated. Said computations shall be made subsequent to the end of the calendar year as hereinabove provided, and if any monies are due to the Port Authority they shall be paid by the Lessee and if any monies are due to the Lessee they shall be paid to it by the Port Authority less such amounts, if any, then due and owing to the Port Authority from the Lessee.

(6) The Port Authority shall render a bill to the Lessee from time to time for the Lessee's Chilled Water distribution gallonage which shall be payable upon receipt. The charge therefor shall be based on KIAC's charge to the Port Authority for makeup water and chemical treatment of makeup water and shall be determined in accordance with subparagraphs (1) and (2) of this paragraph (b).

(7) In the event that the Lessee disputes any item of an estimated or final bill, the Lessee shall promptly pay the bill in full and the Port Authority shall make any necessary adjustments only after resolution of such dispute.

(ii) The Lessee agrees that in order that KIAC or any successor thereto may maintain the status of the Cogeneration Facility as a "qualifying cogeneration facility" under applicable Federal laws, rules and regulations ("QF Status") including the Public Utility Regulatory Policies Act of 1978 as the same may be amended and any successor statute thereto, the Lessee shall, at all times it is operating the premises for the purposes permitted in this Agreement, purchase from the Port Authority and use on an annual basis a minimum amount of thermal energy contained in Hot Water and Chilled Water produced by use of steam from the Cogeneration Facility equivalent to the lesser of (1) an amount that, together with all thermal energy contained in Hot Water and Chilled Water purchased and used by the Port Authority and all other lessees of premises in the Central Terminal Area, is sufficient to maintain the QF status of the Cogeneration Facility and (2) the product of (x) 167,379 mmBTUs of thermal energy, which is one-third of the use of thermal energy contained in Hot

Water and Chilled Water in the Central Terminal Area of the Port Authority and the lessees of premises in the Central Terminal Area in the year ended December 31, 1989, and (y) a fraction, the numerator of which is the amount of the Lessee's use of thermal energy contained in Hot Water and Chilled Water at the premises in the most recent complete calendar year preceding the applicable date of determination and the denominator of which is the amount of all use in the Central Terminal Area of thermal energy contained in Hot Water and Chilled Water in such calendar year.

(iii) It is agreed that during or subsequent to the expiration of this Agreement no charge to or payment by the Lessee with respect to Hot Water, Chilled Water or Chilled Water distribution gallonage shall be included in, affect, or change in any way the calculation and determination of Port Authority costs or charges under any other agreement between the Lessee and the Port Authority at the Airport and any such Port Authority cost or charge shall be calculated and determined as if no charge to or payment by the Lessee with respect to Hot Water or Chilled Water had been incurred.

(c) THE LESSEE HEREBY WAIVES AND RELINQUISHES for itself, its successors and assigns any right it may have, and further agrees that it, its successors and assigns shall have no right, to manufacture or produce, to cause to be manufactured or produced, or to purchase or receive from any third party, Hot Water or Chilled Water for use on the premises or to use any other manner of air cooling or air heating at the premises except to purchase, receive and use Hot Water and Chilled Water from the Port Authority pursuant to this Agreement.

(d) There shall be no obligation to the Lessee by either KIAC or the Port Authority to furnish the goods and services covered by this Section at any time (i) while any component necessary therefor shall be prohibited or rationed by any federal, state or municipal, law, rule, regulation, requirement, order or direction or while 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, (ii) while the same are curtailed or stopped because of the need to repair, replace, rebuild or alter the Cogeneration Facility, (iii) during the continuance of any event of Force Majeure, as such term is defined in the Cogeneration Agreement or (iv) that the Lessee shall be in default under this Agreement after the period, if any, herein granted to cure such default shall have expired. No failure, delay or interruption in supplying said goods and services shall be or be construed to be an eviction of the Lessee

or grounds for the diminution or abatement of rentals, fees or other charges, nor shall any such failure, delay or interruption be grounds for any claim by the Lessee for damages, consequential or otherwise, against the Port Authority or KIAC.

(e) Without limiting any other provision of this Section, any supply of Hot Water or Chilled Water to the premises from the Cogeneration Facility shall be limited by the safe and efficient operating capacity of the Cogeneration Facility as determined by KIAC and as approved by the Port Authority.

(f) (i) The Lessee has installed or shall install all machinery, equipment and facilities required to be installed in the premises in order to utilize Hot Water and Chilled Water to be distributed and has tied into or shall tie into the TDS at the heat exchangers, heretofore installed by the Port Authority or to be installed by KIAC, in the mechanical equipment rooms constructed by the Lessee on the premises.

(ii) The Lessee hereby agrees that the Port Authority, KIAC and the contractors or suppliers of either of them each shall have the right to enter upon the premises to install, operate and maintain any part of the Cogeneration Facility located thereon including but not limited to the aforesaid TDS and heat exchangers.

(g) In the event the Cogeneration Agreement is terminated and the facilities for the production of Hot Water and Chilled Water at the Airport exist and are, in the opinion of the Port Authority, economically operable, the Port Authority itself or pursuant to agreement with a contractor or permittee shall supply Hot Water and Chilled Water to the premises and the Lessee shall take and pay therefor at the same charge to the Lessee which would be applicable as if the Cogeneration Agreement had been in full force and effect, provided, however, that notwithstanding any other provision of this Section, the charge therefor to the Lessee shall in no event be less than an amount that would reimburse the Port Authority for its capital and operating costs in connection therewith determined in accordance with the Port Authority's normal accounting practice. In addition, the Port Authority may, in its discretion, make or consent to arrangements on one or more occasions with a third party or parties to succeed to KIAC's operation of all or any part of the Cogeneration Facility and the Lessee shall continue to be obligated to purchase Hot Water and Chilled Water from the Port Authority pursuant to this Agreement, at the rates provided for in the Cogeneration Agreement.

(h) Neither the Port Authority nor KIAC shall have any liability to the Lessee for any facilities installed by the Lessee on the premises in connection with the use of Hot Water and Chilled Water hereunder or for any investment made in connection with the use of Hot Water and Chilled Water.

(i) The Port Authority shall have the right to grant waivers, consents and approvals with respect to the Cogeneration Agreement and to enter into amendments, supplements or extensions of the Cogeneration Agreement with KIAC or any similar agreement with any successor operator of the Cogeneration Facility or other provider of Hot Water and Chilled Water at the Airport provided, however, that the Port Authority will not enter into any amendment, supplement or extension of the Cogeneration Agreement which will result in a change in the formula used to calculate the Hot Water and Chilled Water rates payable by the Lessee which change results in an increase in the rates payable by the Lessee pursuant to such formula (the Lessee hereby acknowledging that such formula may, according to its terms, provide for such rates to be adjusted from time to time) without the consent of the lessees (including the Port Authority as and to the extent that the Port Authority uses Hot Water and Chilled Water) of premises that purchased and used at least Fifty-one percent (51%) of the aggregate Hot Water and Chilled Water purchased and used in the Central Terminal Area during the last full calendar year preceding the effective date of such amendment, supplement or extension."

Section 57. Relationship of the Parties

(a) This Agreement does not constitute the Lessee as the agent or representative of the Port Authority for any purpose whatsoever. Neither a partnership nor any joint adventure is hereby created, notwithstanding the fact that certain payments to the Port Authority pursuant to Section 4 hereof are to be determined on the basis of a percentage of Lessee's gross receipts and notwithstanding the fact certain other payments to the Port Authority pursuant to Section 4 hereof may be determined on the basis of a percentage of sublease revenues to the Lessee.

(b) Neither the mention of, description of or reference to any partner of the Lessee or to any other person, including without limitation any Approved Sublessee or other sublessee shall grant or be deemed to grant to such person any rights or remedies hereunder or otherwise.

Section 58. Obligor Agreements of Airline Partners as Joint and "Step-up" Obligors

(a) The Lessee represents that, as aforesaid in paragraph (c) of Section 26 hereof, the Lessee is a limited partnership with the General Partner and the Airline Partners named in Section 26 (c) hereof. The Lessee shall procure and at all times during the term of this Agreement maintain in full force and effect Obligor Agreements executed by each Airline Partner wherein and whereby each Airline Partner as an obligor obligates itself to assure to the Port Authority on a joint and "step-up" basis (as more fully described in its Consent Agreement) with the other Airline Partners that the Lessee will duly and punctually pay all rentals and other monetary obligations which it has or shall have under the Lease, and that the Lessee will faithfully and fully perform, fulfill and observe everything on its part to be performed, fulfilled and observed under this Agreement of Lease and any amendments or supplements hereto, or both, as the parties in their discretion may execute. Such Obligor Agreement of each Airline Partner shall be set forth in the Consent Agreement which each Airline Partner executes as an Approved Sublessee the form of which (including the provisions of such Obligor Agreement) is attached hereto, hereby made a part hereof and marked "Exhibit CSL".

(b) Said Obligor Agreement of each Airline Partner as the same is attached hereto shall be executed by each Airline Partner contemporaneously with the Lessee's execution of this Agreement. It is hereby expressly understood and agreed, in addition to and without limiting or impairing any other term or provision of this Agreement, that (i) in the event there is a change in relationship of the Lessee and any Airline Partner, as said relationship is more fully described in paragraph (c) of Section 26 hereof, or (ii) in the event any Airline Partner shall become a possessor or merged corporation in a merger or a constituent corporation in a consolidation or a corporation in dissolution, then in such event, and in addition to and without limiting any term or provision of this Agreement or any other right or remedy of the Port Authority hereunder or otherwise, the Port Authority may require the Lessee to add, deposit or substitute other forms of security and/or additional security (collectively the "Additional Security") and the Lessee shall, and hereby agrees to, promptly comply with each such requirement. Neither the foregoing, nor the exercise, or failure to exercise, of any rights by the Port Authority pursuant thereto nor any submission by the Lessee of Additional Security to the Port Authority shall or shall be deemed to release or relieve any of the aforesaid Airline Partners from its Obligor Agreement submitted pursuant to this Section 58. In addition to the

following, and without limiting or impairing the same or any other term or provision of this Agreement or any right or remedy of the Port Authority, in the event there is a new partner of the Lessee other than the General Partner and the Airline Partners named in Section 26 hereof, then the Lessee shall and hereby agrees to procure any maintain in full force and effect an "Obligor Agreement" from such new partner substantially in the form set forth in Exhibit CSL with respect to said new partner of the Lessee and subject to the foregoing terms and conditions.

(c) The foregoing, however, shall not limit or impair any right or remedy of the Port Authority under Sections 26 , 28, or 29 hereof or the terms or conditions of any consent which may be given under said Section 26 by the Port Authority.

Section 59. Consumer Services

(a) The Lessee acknowledges that various portions of the premises will be utilized for consumer services and said portions which receive the concurrence of the Lessee and the Port Authority, as hereinafter provided, are herein referred to as "the concession areas". Without limiting the provisions of Section 47 hereof, the Lessee shall develop a comprehensive plan for consumer services, including but not limited to the locations of future concession areas, the amount of services to be provided of the types hereinafter set forth in Sections 60, 61, 62, 63, 64, 65 and 66 hereof, and the types and amounts of any consumer services proposed under Section 67, and the Lessee agrees that it will at all times throughout the term of the Lease keep said comprehensive plan updated and that said updated plan shall be submitted to and be subject to the continuing approval of the Port Authority. The Port Authority shall furnish to the Lessee guidelines to be utilized by the Lessee with respect to all matters affecting consumer services in the concession areas including the aforesaid Lessee's comprehensive plan.

(b) After approval by the Port Authority of the Lessee's comprehensive plan for consumer services the Lessee shall enter into negotiations or go out for bid, as the circumstances dictate, with respect to the selection of proposed new operators and new agreements with the same. At all times during the negotiation and award procedure the Lessee shall consult with the Port Authority as to all aspects of the proposed arrangements including but not limited to the proposed operators and the financial terms thereof. As hereinafter provided the Lessee will be entering into a direct contract with each new operator but said operator must also enter into an appropriate agreement with the Port Authority. The Lessee shall not finalize negotiations with any operator and shall not execute any

agreement with any proposed operator until it has received notification from the Port Authority that said arrangement is acceptable to the Port Authority and until said operator has indicated that it is prepared to enter into the appropriate contractual agreement with the Port Authority. The foregoing procedure will be followed throughout the term of the Lease. It is expressly understood and agreed that the provisions of this Section shall not limit or be deemed to limit the provisions of Section 47 hereof and the Lessee's on-going affirmative action commitment with respect to the consumer services awards and agreements provided for herein. Without limiting any of the foregoing or any other term or provision of this Agreement, the Lessee understands and agrees that the Lessee's comprehensive plan for consumer services shall comply with the Disadvantaged Business Enterprises requirements of the Federal Aviation Administration and also the requirements of the Port Authority with respect to making contract opportunities available to Disadvantaged Business Enterprises.

Section 60. Restaurant and Bar

The Lessee may select and thereafter enter into an agreement with one or more qualified restaurant operators (each such restaurant operator being hereinafter referred to in this Section as "the Restaurant Operator") authorizing the Restaurant Operator to operate in the premises facilities for the sale of food, alcoholic and non-alcoholic beverages and similar items for consumption in the premises (hereinafter as to each Restaurant Operator called "the Restaurant Service") provided, however, that prior to any such selection and prior to the entering by the Lessee into any such agreement with the Restaurant Operator, said Restaurant Operator shall obtain a permit from the Port Authority authorizing such Restaurant Operator to operate the Restaurant Service in a portion of the premises hereunder. Prior to the issuance of any such permit, the proposed Restaurant Operator may be required to submit to the Port Authority evidence satisfactory to the Port Authority of its qualifications, the scope of its proposed operations and the standards of service it will provide. Any such permit will provide that the Restaurant Operator will conduct its operations at the premises in a first-class manner in accordance with the best practices in the industry and shall comply with maximum Port Authority standards with respect to service, health, sanitary and safety measures. The permit will not be revoked without cause by the Port Authority without the prior consent of the Lessee. In the event of any inconsistencies between the terms of the permit and the terms of the agreement between the Lessee and the Restaurant Operator, the terms of the permit shall control and prevail. Without limiting the foregoing, it is agreed that prior to the issuance of the permit

the Port Authority shall make a copy of the same available to the Lessee and that upon the execution of the permit by the proposed Restaurant Operator the same shall be consented to in writing by the Lessee.

The agreement between the Lessee and the Restaurant Operator shall cover the arrangements for the space to be used in the Restaurant Service within the premises including the amount, type and location of the space. The Lessee will bring to the perimeter of the space to be occupied by the Restaurant Operator pipes, wires and conduits for the supply of electricity, gas and water, together with the necessary steam and waste lines for use in connection with the Restaurant Service and shall provide said utilities to the Restaurant Operator. Said agreement will also provide that the Restaurant Operator will furnish and install at its own expense all necessary fixtures, furniture and personal property required in connection with the Restaurant Service and that the Restaurant Operator may be required to perform all work necessary or required to finish off the space, including the finishing of the floors and ceilings from the structural slab and the walls from the rough partitions.

The agreement between the Restaurant Operator and the Port Authority will contain appropriate provisions permitting cancellation of such agreement on short notice in the event the service of the Restaurant Operator is unsatisfactory to the Lessee. In the event of such cancellation the Lessee agrees to reimburse the Restaurant Operator for its unamortized investment in the fixtures, equipment, furniture and personal property furnished in connection with the operation, and the unamortized cost of the work performed in finishing off the space and title to such fixtures, equipment, furniture and personal property shall thereupon vest in the Lessee; provided, however, where such agreement is cancelled expressly on the basis of the failure of the Restaurant Operator to keep, perform or observe any of the terms and provisions of said agreement on its part to be kept, performed or observed or on the basis of one or more event or events of default as specified in said agreement such provision for Lessee reimbursement is not to obtain or apply.

The agreement between the Lessee and the Restaurant Operator shall not call for any fixed rental or fee but shall provide that the Restaurant Operator shall pay a percentage fee based upon the gross receipts of the Restaurant Operator from the sale of food, alcoholic and non-alcoholic beverages, which fee shall be subject to the prior written approval of the Port Authority and shall be incorporated into the permit to be issued by the Port Authority. There shall be no other payments by the Restaurant Operator to the Lessee except for appropriate payments

for any utilities which may be furnished to the Restaurant Operator by the Lessee, it being understood, however, that the foregoing shall not preclude the Lessee from furnishing services to the Restaurant Operator, such as janitorial and garbage removal services, and from receiving payments from the Restaurant Operator for such services provided the same are covered by appropriate written agreements duly entered into between the Lessee and the Restaurant Operator including the charges therefor, and that the Lessee hereby agrees to provide the Port Authority with any and all agreements covering any such services promptly and upon the receipt of a request therefor from the Port Authority. It is hereby understood and agreed that 80% of the percentage fee payable by the Restaurant Operator shall be paid by the Restaurant Operator to the Lessee and 20% of the percentage fee payable by the Restaurant Operator shall be paid by the Restaurant Operator to the Port Authority. Both the agreement between the Lessee and the Restaurant Operator and the permit to be issued by the Port Authority shall have provisions covering the fee in accordance with this Section and, without limiting the generality of any other provision of this Section, the permit shall control as to the manner, conditions and terms of payment.

Section 61. Vending Machines, Public Telephones, Advertising Displays

If requested by the Lessee the Port Authority, by itself or through contractors, lessees, or permittees, shall install and maintain in the premises vending machines, public telephones, and advertising displays, at such locations and to such extent as requested by the Lessee. The Lessee shall provide the necessary wires and conduits for the supply of electricity for such machines and displays.

The Port Authority shall require its contractors, lessees, or permittees to pay a fee, which may be a percentage fee subject to a minimum amount, based upon the gross receipts received from such vending machines, public telephones, and advertising displays or a fixed fee.

The Port Authority shall pay the Lessee an annual fee equivalent to 80% of the fee collected by the Port Authority from its contractors, lessees, or permittees aforementioned. The fees payable hereunder shall be paid in the same manner, under the conditions and at the times, provided in Section 69 hereof.

Section 62. Insurance Covering Air Transportation

The Port Authority may enter into contracts or agreements with qualified insurance vendors requiring such vendors to sell or arrange for the sale, at the premises, of insurance covering air transportation, of such types and coverages as may be required by the Lessee.

The contract between the insurance vendor and the Port Authority shall provide that such vendor shall pay a basic rental for the space occupied by such vendor in the premises in connection with the sale of such insurance. The basic rental will be based upon the cost to the Lessee of providing such space to the vendor. In determining the cost to the Lessee there shall be considered the construction cost of the premises, and an appropriate allocation of the cost of providing and maintaining public areas within the premises. For the purpose of determining the aforesaid costs the premises shall be considered as a single entity and a single rental rate shall be established for all areas of the premises based thereon. The amount of the basic rental to be paid by the vendor shall be agreed upon between the Port Authority and the Lessee, when the costs aforementioned are determined or can be reasonably estimated provided, however, in no event shall such basic rental be computed at a rate in excess of the Consumer Service Maximum Basic Rental Rate as defined in Section 85 hereof.

The contract shall further provide that the vendor shall pay an amount equal to a percentage of the vendor's gross premiums from the sale of such insurance, less the amount of any basic rental paid by the vendor.

It is hereby understood and agreed that all of the basic rental and 50% of the percentage fee payable by the insurance vendor shall be paid by the insurance vendor to the Lessee and 50% of the percentage fee payable by the insurance vendor shall be paid by the insurance vendor to the Port Authority. The rental and fees payable hereunder shall be paid in the manner, under the conditions, and at the times provided in Section 69 hereof.

The contract with the insurance vendor will provide that: (a) if the Lessee so requests, the vendor shall provide a general information service to the public; and (b) the vendor shall not be required to provide a counter for the sale of insurance if, in its opinion, there will be insufficient patronage to support such a counter; and (c) the vendor shall not be required to continue to provide at any designated location vending machines for the sale of insurance when the gross

premiums from any such machines at any such location is less than $200 per month, provided, however, if twenty-four (24) hour counter coverage is not provided there shall be at least one machine in the premises; and (d) the provisions of insurance policies and the minimum coverage offered shall be acceptable to the Lessee.

The location of insurance counters and insurance vending machines shall be determined by the Lessee. The vendor will furnish and install at its expense all necessary fixtures, machines, counters and equipment required in connection with its operation. The Lessee shall provide the necessary wires and conduits for the supply of electricity for use in connection with the vendor's operation. The Lessee shall not require unreasonably frequent moves of insurance counters and insurance vending machines hereunder.

Section 63. Newsstands

(a) The Lessee may select and thereafter enter into an agreement or agreements with a qualified newsstand operator or operators authorizing such operators to operate newsstands in the premises for the sale at retail of such of the following items as may be approved by the Port Authority: newspapers, magazines, cigarettes, cigars and other tobacco supplies, candy, chewing gum, playing cards and paperbound books, small novelty gift items, and such other items as may be approved by the Port Authority from time to time, provided, however, that prior to any selection and prior to the entering by the Lessee into any such agreement with any such newsstand operator, each such newsstand operator obtains a permit from the Port Authority authorizing said newsstand operator to operate the newsstand in a portion of the premises hereunder. Prior to the issuance of any such permit, the proposed newsstand operator may be required to submit to the Port Authority evidence satisfactory to the Port Authority of its qualifications, the scope of its proposed operations and the standards of service it will provide. Any such permit will provide that the newsstand operator will conduct its operations at the premises in a first-class manner in accordance with the best practices in the industry and shall comply with maximum Port Authority standards with respect to service, health, sanitary and safety measures. The permit will not be revoked without cause by the Port Authority without the prior consent of the Lessee. In the event of any inconsistencies between the terms of the permit and the terms of the agreement between the Lessee and the newsstand operator, the terms of the permit shall control and be prevailing. Without limiting the foregoing, it is agreed that prior to the issuance of the permit the Port Authority shall make a copy of the same available to the Lessee and that upon the

execution of the permit by the proposed newsstand operator the same shall be subscribed to by the Lessee. The Port Authority shall require such operator or operators to sell at retail from its or their locations, such other items or furnish such other services as may be approved by the Port Authority and as are requested by the Lessee.

(b) The agreement between the newsstand operator or operators and the Port Authority shall provide that each such operator shall pay to the Lessee a basic rental for the space occupied by such operator in the premises in connection with the operation of the newsstand. The basic rental will be based upon the cost to the Lessee of providing such space to the operator. In determining the cost to the Lessee there shall be considered the construction cost of the premises and an appropriate allocation of the cost of providing and maintaining public areas within the premises. For the purpose of determining the aforesaid costs the premises shall be considered as a single entity and a single basic rental rate shall be established for all areas of the premises based thereon. The amount of the basic rental to be paid by the operator shall be agreed upon between the Port Authority and the Lessee, when the costs aforementioned are determined or can be reasonably estimated, provided, however, in no event shall such basic rental be computed at a rate in excess of the Consumer Service Maximum Basic Rental Rate as defined in Section 85 hereof. The Lessee shall furnish without additional charge, a reasonable amount of storage space for the use of the newsstand operator.

(c) The agreement with the newsstand operator or operators shall further provide that the operator will pay to the Port Authority a percentage fee of the gross receipts derived by the newsstand operator from all sales made by the newsstand operator less the amount of the basic rental paid by the newsstand operator to the Lessee, the amount of said percentage fee payable to the Port Authority up to the amount of the basic rental being herein called "the basic rental equivalent".

(d) The agreement with the newsstand operator shall provide furthermore that the newsstand operator shall pay directly to the Port Authority and to the Lessee the excess, if any, of the percentage fee remaining after the newsstand operator has paid to the Port Authority the basic rental equivalent, said excess to be divided equally between the Lessee and the Port Authority. Both the agreement between the Lessee and the newsstand operator and the permit to be issued by the Port Authority shall have provisions covering the percentage fee in accordance with this Section and without limiting the generality

of any other provision of this Section, the permit shall control as to the manner, conditions and terms of payment.

(e) The agreement with the newsstand operator or operators will further provide that the newsstand operator will be permitted to sell at retail only such merchandise as is normally sold at newsstands in operation at Port Authority Airports together with such other merchandise as may be requested by the Lessee, if authorized by the Port Authority. The contract shall further provide that no merchandise objectionable to the Lessee or the Port Authority shall be sold.

(f) The location of newsstands for the use of the newsstand operators shall be determined by the Lessee subject to the approval of the Port Authority and in accordance with the Lessee's comprehensive plan. The said agreement between the newsstand operator and the Lessee shall provide that the newsstand operator will furnish and install at its expense all necessary trade fixtures, stands, counters and equipment required in connection with its operation. The Lessee shall perform all construction work necessary to accommodate such installations including the necessary wires and conduits for the supply of electricity and shall supply the same including the supply of electricity for use in connection with the operation of the newsstand or newsstands at no cost to the newsstand operator or to the Port Authority. In addition to other rights of termination or revocation that may be contained in said agreement between the newsstand operator and the Lessee, the said agreement may contain appropriate provisions permitting cancellation of the agreement by the Lessee on short notice in the event the newsstand service provided by the newsstand operator is unsatisfactory to the Lessee. In the event of such termination or revocation, the Lessee agrees to reimburse the newsstand operator for its unamortized investment in the fixtures, equipment, stands, counters and equipment furnished in connection with the operation, and the unamortized cost of the construction work performed to accommodate such installations, and title to such fixtures, stands, counters and equipment furnished in connection with the newsstand operation shall thereupon vest in the Lessee; provided, however, that where such agreement is cancelled expressly on the basis of the failure of the newsstand Operator to keep, perform and observe the terms and provisions of said agreement on its part to be kept, performed or observed or on the basis of one or more event or events of default as specified in said agreement, such provision for Lessee reimbursement is not to obtain or apply.

Section 64. Duty-Free Shop

(a) The Lessee may select and thereafter enter into an agreement with qualified persons, firms or corporations (each such person, firm or corporation is hereinafter referred to as a "Duty-Free Shop Operator") authorizing such Duty-Free Shop Operator to operate a shop in the premises for the sale at retail of in-bond liquors, in-bond cigarettes, cigars and other in-bond tobacco products, and other in-bond items, (hereinafter called "the Duty-Free Shop"), provided, however, that prior to any such selection and prior to the entering by the Lessee into any such agreement with any such Duty-Free Shop Operator, each such Duty-Free Shop Operator obtains a permit from the Port Authority authorizing such Duty-Free Shop Operator to operate its Duty-Free Shop in a portion of the premises hereunder. Prior to the issuance of any such permit, each proposed Duty-Free Shop Operator may be required to submit to the Port Authority evidence satisfactory to the Port Authority of its qualifications, the scope of its proposed operations and the standards of service it will provide. Any such permit will provide that the Duty-Free Shop Operator will conduct its operations at the premises in a first-class manner in accordance with the best practices in the industry and shall comply with maximum Port Authority standards with respect to service, health, sanitary and safety measures. The permit will not be revoked without cause by the Port Authority without the prior consent of the Lessee. In the event of any inconsistencies between the terms of the permit and the terms of the agreement between the Lessee and the Duty-Free Shop Operator, the terms of the permit shall control and be prevailing. Without limiting the foregoing, it is agreed that prior to the issuance of the permit the Port Authority shall make a copy of the same available to the Lessee and that upon the execution of the permit by the proposed Duty-Free Shop Operator the same shall be subscribed to by the Lessee.

(b) The Lessee agrees and each agreement between the Lessee and each Duty-Free Shop Operator shall provide that the Lessee will furnish to such Duty-Free Shop Operator sufficient and suitable space for conducting and carrying on its aforesaid operation. The Lessee agrees that it shall perform all work necessary or required to finish off the space, including the finishing of the floors and ceilings from the structural slab and the walls from the rough partitions, the decor and color scheme to be subject to the approval of the Port Authority. In addition, the Lessee shall construct as to each Duty Free Shop Operator in the portion of the premises approved by the Port Authority a storage area for the storage of the aforesaid in-bond items to be sold by each such Duty-Free Shop Operator (said storage area as to each Duty Free Shop Operator being herein

called "the Duty-Free Distribution Center"). The Lessee shall proceed diligently to construct and install those portion of pipes wires and conduits in the manner and to the locations as shall be shown in detail on the Lessee's plans and specifications to be submitted to and approved by the Port Authority for the supply of such utilities and services including without limitation thereto those portions of the electrical, heating and air-conditioning equipment required by each Duty-Free Shop Operator in its operations in its Duty-Free Shop and its Duty-Free Distribution Center. The Lessee shall supply said utilities and services to each Duty-Free Shop Operator without charge to such Duty-Free Shop Operator or the Port Authority.

(c) Each agreement between the Lessee and each Duty-Free Shop Operator shall not call for any fixed rental or fee but shall provide that such Duty-Free Shop Operator shall pay a percentage fee subject to appropriate minimum amounts based upon the gross receipts of such Duty-Free Shop Operator from the sale of in-bond liquors, in-bond cigarettes, cigars and other in-bond tobacco products and other in-bond items, which fee shall be subject to the prior written approval of the Port Authority and shall be incorporated into each permit to be issued by the Port Authority. There shall be no other payments by the Duty-Free Shop Operator to the Lessee except other than as provided herein. It is hereby understood and agreed that 50% of the percentage fee payable by the Duty-Free Shop Operator shall be paid by the Duty-Free Shop Operator to the Lessee and 50% of the percentage fee payable by the Duty-Free Shop Operator shall be paid by the Duty-Free Shop Operator to the Port Authority. Both the agreement between the Lessee and each Duty-Free Shop Operator and the permit to be issued by the Port Authority to each Duty-Free Shop Operator shall have provisions covering the fee in accordance with this Section and, without limiting the generality of any other provision of this Section, the permit shall control as to the manner, conditions and terms of payment.

(d) The agreement between each Duty-Free Shop Operator and the Lessee will provide that such Duty-Free Shop Operator will furnish at its expense all necessary trade fixtures, equipment furniture and personal property required in connection with the efficient and satisfactory operation of its Duty-Free Shop and its Duty-Free Distribution Center. The decor and color scheme of the facilities to be operated by each Duty-Free Shop Operator and the location of fixtures therein shall be subject to the prior and continuing approval of the Port Authority. In addition to other rights of termination or revocation that may be contained in said agreement between each Duty-Free Shop Operator and the Lessee, said agreement may contain appropriate provisions permitting cancellation of the agreement by the Lessee on short

notice in the event such Duty-Free Shop provided by the Duty-Free Shop Operator is unsatisfactory to the Lessee.

Section 65. Foreign Currency Exchange

(a) The Lessee may select and thereafter enter into agreements with qualified persons, firms or corporations (which persons, firms or corporations are hereinafter referred to as "the Currency Exchange Operator") authorizing the Currency Exchange Operator to operate an establishment in the premises for the exchange, purchase and sale of domestic and foreign currencies (hereinafter called "the Foreign Currency Exchange Service") provided, however, that prior to any such selection and prior to the entering by the Lessee into any such agreement with the Currency Exchange Operator, said Currency Exchange Operator obtains a permit from the Port Authority authorizing such Currency Exchange Operator to operate the Foreign Currency Exchange Service in a portion of the premises hereunder. Prior to the issuance of any such permit, the proposed Currency Exchange Operator may be required to submit to the Port Authority evidence satisfactory to the Port Authority of its qualifications, the scope of its proposed operations and the standards of service it will provide. Any such permit will provide that the Currency Exchange Operator will conduct its operations at the premises in a first-class manner in accordance with the best practices in the industry and shall comply with maximum Port Authority standards with respect to service. The permit will not be revoked without cause by the Port Authority without the prior consent of the Lessee. In the event of any inconsistencies between the terms of the permit and the terms of the agreement between the Lessee and the Currency Exchange Operator, the terms of the permit shall control and be prevailing. Without limiting the foregoing, it is agreed that prior to the issuance of the permit the Port Authority shall make a copy of the same available to the Lessee and that upon the execution of the permit by the proposed Currency Exchange Operator the same shall be subscribed to by the Lessee.

(b) The Lessee agrees and the agreement between the Lessee and the Currency Exchange Operator shall provide that the Lessee will furnish to the Currency Exchange Operator sufficient and suitable space for conducting and carrying on its aforesaid operation. The Lessee agrees that it shall perform all work necessary or required to finish off the space, including the finishing of the floors and ceilings from the structural slab and the walls from the rough partitions, the decor and color scheme to be subject to the approval of the Port Authority. The Lessee shall supply said utilities and services to the Currency Exchange

Operator without charge to the Currency Exchange Operator or the Port Authority.

(c) The agreement between the Lessee and the Currency Exchange Operator shall not call for any fixed rental or fee but shall provide that the Currency Exchange Operator shall pay a percentage fee based upon the gross receipts of the Currency Exchange Operator, which fee shall be subject to the prior written approval of the Port Authority and shall be incorporated into the permit to be issued by the Port Authority. There shall be no other payments by the Currency Exchange Operator to the Lessee except other than as provided herein. It is hereby understood and agreed that 50% of the percentage fee payable by the Currency Exchange Operator shall be paid by the Currency Exchange Operator to the Lessee and 50% of the percentage fee payable by the Currency Exchange Operator shall be paid by the Currency Exchange Operator to the Port Authority. Both the agreement between the Lessee and the Currency Exchange Operator and the permit to be issued by the Port Authority shall have provisions covering the fee in accordance with this Section and, without limiting the generality of any other provision of this Section, the permit shall control as to the manner, conditions and terms of payment.

(d) The agreement between the Currency Exchange Operator and the Lessee will provide that the Currency Exchange Operator will furnish at its expense all necessary trade fixtures, equipment furniture and personal property required in connection with the efficient and satisfactory operation of the Foreign Currency Exchange Service. The decor and color scheme of the facilities to be operated by the Currency Exchange Operator and the location of fixtures therein shall be subject to the prior and continuing approval of the Port Authority. In addition to other rights of termination or revocation that may be contained in said agreement between the Currency Exchange Operator and the Lessee, said agreement may contain appropriate provisions permitting cancellation of the agreement by the Lessee on short notice in the event the Foreign Currency Exchange Service provided by the Currency Exchange Operator is unsatisfactory to the Lessee.

Section 66. Retail Banking

(a) The Lessee may select and thereafter enter into agreements with qualified persons, firms or corporations (which persons, firms or corporations are hereinafter referred to as "the Retail Bank Operator") authorizing such Retail Bank Operator to operate a service consisting of the maintaining of accounts, receipt and disbursement of funds and including automatic teller

machine service and foreign currency exchange, sale and purchase (hereinafter called "the Retail Banking Service") in the premises, provided, however, that prior to any such selection and prior to the entering by the Lessee into any such agreement with the Retail Bank Operator, said Retail Bank Operator obtains a permit from the Port Authority authorizing such Retail Bank Operator to operate the Retail Banking Service in a portion of the premises hereunder. Prior to the issuance of any such permit, the proposed Retail Bank Operator may be required to submit to the Port Authority evidence satisfactory to the Port Authority of its qualifications, the scope of its proposed operations and the standards of service it will provide. Any such permit will provide that the Retail Bank Operator will conduct its operations at the premises in a first-class manner in accordance with the best practices in the industry and shall comply with maximum Port Authority standards with respect to service. The permit will not be revoked without cause by the Port Authority without the prior consent of the Lessee. In the event of any inconsistencies between the terms of the permit and the terms of the agreement between the Lessee and the Retail Bank Operator, the terms of the permit shall control and be prevailing. Without limiting the foregoing, it is agreed that prior to the issuance of the permit the Port Authority shall make a copy of the same available to the Lessee and that upon the execution of the permit by the proposed Retail Bank Operator the same shall be subscribed to by the Lessee.

(b) The Lessee agrees and the agreement between the Lessee and the Retail Bank Operator shall provide that the Lessee will furnish to the Retail Bank Operator sufficient and suitable space for conducting and carrying on its aforesaid operation. The Lessee agrees that it shall perform all work necessary or required to finish off the space, including the finishing of the floors and ceilings from the structural slab and the walls from the rough partitions, the decor and color scheme to be subject to the approval of the Port Authority. The Lessee shall supply said utilities and services to the Retail Bank Operator without charge to the Retail Bank Operator or the Port Authority.

(c) The agreement between the Lessee and the Retail Bank Operator shall provide that the Retail Bank Operator shall pay a basic fixed rental for the space occupied by such operator, which rental shall be subject to the prior written approval of the Port Authority and shall be incorporated into the permit to be issued by the Port Authority. There shall be no other payments by the Retail Bank Operator to the Lessee except as provided herein. It is hereby understood and agreed that 50% of the rental payable by the Retail Bank Operator shall be paid by the Retail Bank Operator to the Lessee and 50% of the rental

payable by the Retail Bank Operator shall be paid by the Retail Bank Operator to the Port Authority. Both the agreement between the Lessee and the Retail Bank Operator and the agreement to be issued by the Port Authority shall have provisions covering the rental in accordance with this Section and, without limiting the generality of any other provision of this Section, the agreement shall control as to the manner, conditions and terms of payment.

(d) The agreement between the Retail Bank Operator and the Lessee will provide that the Retail Bank Operator will furnish at its expense all necessary trade fixtures, equipment furniture and personal property required in connection with the efficient and satisfactory operation of the Retail Banking Service. The decor and color scheme of the facilities to be operated by the Retail Bank Operator and the location of fixtures therein shall be subject to the prior and continuing approval of the Port Authority.

Section 67. Other Consumer Services

(a) If the Lessee desires that additional consumer services be provided in the premises for the sale of other items or the furnishing of other services the Lessee shall either (i) request that the Port Authority secure qualified tenants, permittees or licensees (hereinafter referred to as the "Additional Operator" or "Operator"), to furnish such consumer services and the Port Authority shall endeavor to secure such Additional Operator and to enter into contracts or agreements with such Additional Operator requiring it to furnish the item or services to the extent required by the Lessee, or (ii) notify the Port Authority in writing that the Lessee is seeking such Additional Operator (including the proposed contractual arrangements, if any, between the Lessee and the proposed Additional Operator), satisfactory to the Port Authority and subject to its approval, provided that the Lessee complies with all the terms and provisions of Section 59 hereof, including without limitation its prior submittal to the Port Authority of an updated comprehensive plan for consumer services covering such proposed Additional Operator in accordance with and subject to said Section 59, and in compliance with the provisions covering the selection of the Additional Operator as described in Section 59 (b) hereof and also subject to Sections 47, 68 and 69 hereof.

(b) Each such Additional Operator must enter into an appropriate contractual arrangement with the Port Authority, as described in Section 59 (b) hereof, including without limitation an appropriate Port Authority permit authorizing such Additional Operator to operate the consumer services at the premises. Prior to the issuance of any such permit such Additional Operator may

be required to submit to the Port Authority evidence satisfactory to the Port Authority of its qualifications, the scope of its proposed operations and the standard of service it will provide. Any such permit will provide that such Additional Operator will conduct its operations thereunder in a first class manner in accordance with the best practices in the industry and shall comply with the maximum Port Authority standards with respect to service, health, sanitary and safety measures. The Permit will not be revoked without cause, without the prior consent of the Lessee.

(c) (1) The contractual arrangement between the Operator and the Port Authority shall provide that such Operator shall pay to the Port Authority a basic rental for the space occupied by such Operator in the premises in connection with the furnishing of the consumer services. The basic rental will be based upon the cost to the Lessee of providing such space to the Operator. In determining the cost to the Lessee there shall be considered the construction cost of the premises and the cost of operation and maintenance of the premises. The amount of the basic rental to be paid by the Operator shall be agreed upon between the Port Authority and the Lessee.

(2) The contractual arrangement shall further provide that such Operator shall also pay a percentage fee based upon the gross receipts of such Operator from the operation of such consumer service, less the amount of any basic rental paid by the Operator.

(3) The Port Authority shall pay to the Lessee the amount of the basic rental. If the percentage fee actually paid to the Port Authority exceeds the amount of the basic rental, the Port Authority shall retain the percentage fee up to the amount of the basic rental. The excess, if any, remaining shall be divided equally between the Port Authority and the Lessee. The rental and fees payable hereunder shall be paid in the same manner, under the conditions, and at the times provided in Section 69 hereof.

(4) Notwithstanding the foregoing provisions of subparagraphs (1), (2) and (3) above, the contractual arrangement between the Port Authority and the Operator may provide that the Operator will pay to the Port Authority a basic minimum rental plus a percentage of gross receipts (with or without an annual exemption amount) to be shared equally between the Port Authority and the Lessee and will also pay to the Lessee an equal amount as such basic minimum rental, with such payments of the basic minimum rental and percentage fee to be made by the Operator directly to the Port Authority and directly to the Lessee; the

basic minimum rental not to exceed the Consumer Service Maximum Basic Rental Rate as defined in Section 85 hereof.

(d) The Operator will furnish and install at its expense all necessary fixtures, stands, counters and equipment required in connection with its operation and all construction work necessary to accommodate such installations.

(e) The Port Authority's approval of any proposed Additional Operator may include limitations as to the scope of the activities of Additional Operator in the light of the availability of similar services in the Central Terminal Area.

(f) The Lessee understands and agrees that it may not itself nor will the Port Authority install or cause to be installed coin-operated lockers on the premises.

Section 68. Subletting of the Premises for Consumer Services.

Irrespective of whether the Persons selected in accordance with this Agreement to furnish the Consumer Services set forth in Sections 60, 61, 62, 63, 64, 65, 66 and 67 hereof have contracts with or are contractors or permittees of the Port Authority, the Lessee may require that such Persons enter into separate agreements or subleases with the Lessee as a condition precedent to the occupancy of space within and the operation of such establishments upon the Lessee's premises, provided, however, that all such Persons must have first obtained a permit from the Port Authority authorizing them to operate such establishments. The terms and provisions of the said agreements or subleases shall not be inconsistent with the terms of this Agreement except that the same may provide for cancellation by the Lessee on short notice in the event the services furnished by such Persons are unsatisfactory to the Lessee.

Prior to the issuance of any of the aforementioned permits, such Persons may be required to submit to the Port Authority evidence satisfactory to the Port Authority of their qualifications, the scope of their proposed operations and the standards of service they will provide. Any such permits will provide that such Persons will conduct their operations thereunder in a first class manner in accordance with the best practices in the industry and shall comply with the maximum Port Authority standards with respect to service, health, sanitary and safety measures. Such Persons shall be required to pay to the Port Authority a fee but such fee shall not in any event exceed the fees or charges that would be retained by the Port Authority if their respective establishments were operated by regular Operators of the Port Authority.

Section 69. Obligations in Connection with Consumer Services Agreements

The Port Authority shall administer all contracts and agreements with its tenants, licensees or permittees furnishing consumer services at the premises. All such contracts and agreements shall contain provisions, among others, providing that such tenant, licensee or permittee shall:

(a) Take all reasonable measures in every proper manner to maintain, develop and increase the business conducted by it at the premises;

(b) Not divert or cause or allow to be diverted any business from the premises;

(c) Maintain in accordance with accepted accounting practice, records and books of account recording all transactions at, through or in anywise connected with the premises, which records and books of account shall be kept at all times within the Port of New York District and permit, in ordinary business hours during such time, the examination and audit by the officers, employees and representatives of the Port Authority of such records and books of account;

(d) Permit in ordinary business hours the inspection by the officers, employees and representatives of the Port Authority or the Lessee of any equipment used by the tenant, licensee or permittee, including but not limited to cash registers and recording tapes;

(e) Furnish on or before the twentieth day of each month following the commencement date of the operation a sworn statement of gross receipts arising out of the operations of the tenant, licensee or permittee, for the preceding month;

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

(g) Furnish good, prompt and efficient service, adequate to meet all demands therefor at the premises; furnish said service on a fair, equal and nondiscriminatory basis to all users thereof; and charge fair, reasonable and nondiscriminatory prices for all items and/or services which it is permitted to sell and/or render; and

(h) Promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain and apply to its operations or the use and occupancy of the premises.

The Port Authority does not guarantee the payments of rentals and fees required to be paid by the tenant, licensee, permittee or operator pursuant to the provisions of Sections 60, 61, 62, 63, 64, 65, 66 and 67 hereof and shall have no obligation to the Lessee to make any payments to the Lessee until the fees or rentals are actually collected from the tenant, licensee, permittee or operator. The Port Authority will advise the Lessee of all accounts remaining delinquent for more than sixty (60) days and will consult with the Lessee as to the appropriate steps to effect collection. A default by the Port Authority in observing the provisions of the preceding sentence shall not result in the imposition of any liability on the Port Authority with respect to the Lessee.

Section 70. Club Rooms

In the event the Lessee provides any rooms or space for the special handling of or the furnishing of special services to any of passengers, guests or invitees of Approved Sublessees of the Lessee it shall furnish such rooms or space at its expense and without cost to the Port Authority. The Lessee agrees that any food, alcoholic or non-alcoholic beverages and similar items sold or furnished to the passengers, guests or invitees of said Approved Sublessees in any such rooms or space shall, where a charge or other money payment for such item or items is imposed on or collected from such passengers, guests or invitees, be obtained by the Lessee from an Operator who has been authorized by the Port Authority to operate establishments for the sale of food, alcoholic and non-alcoholic beverages and similar items for consumption in passenger terminal facilities at the Airport; provided that as to any such item (i) which is a specialty item of the Approved Sublessee's home country and not otherwise ordinarily available from a Port Authority permittee at the Airport and (ii) which is supplied to said passengers, guests or invitees in such club rooms and at no charge by the Lessee, the Approved Sublessee (s) or the operator, no fee shall apply to such item. All monies paid or payable to the Operator for such sales shall be included in the gross receipts of the Operator. In the event the Lessee wishes to use its own personnel for serving food, alcoholic or non-alcoholic beverages and similar items it may do so; provided that where a charge or other money payment for such item or items is imposed on or collected from

such passengers, guests or invitees the food, alcoholic and non-alcoholic beverages are obtained by the Lessee from an Operator authorized by the Port Authority and provided that monies paid therefor, in that event, shall be included in the gross receipts of the Operator. If the Lessee uses its own personnel for serving food, alcoholic or non-alcoholic beverages and similar items, the Lessee will pay a fee to the Port Authority as shall be specified by the Port Authority which will not be greater than the fee that would be retained by the Port Authority if the food, alcoholic or non-alcoholic beverages and similar items were served by the Operator.

Section 71. Ground Transportation Services

(a) The Lessee shall make available within the premises at reasonable rental rates, such counter spaces and at such locations as may be determined by the Port Authority and the Lessee for use by limousine, bus, car rental, taxi and other ground transportation operators at the Airport, all of the foregoing being hereinafter called "the ground transportation operators". The Lessee shall enter into an agreement only with ground transportation operators designated or approved by the Port Authority, covering the occupancy of said counter space, which agreement may provide for the payment of a basic rental (but no other rental, charge or fee of any kind) to the Lessee for the counter space, provided that such basic rental shall represent a fair and reasonable rental for the counter space. The Port Authority shall have the right to, in its agreement with any ground transportation operator, impose obligations on the ground transportation operator with respect to its operations at the counter space, including but not limited to the dissemination of information applicable to said service, and may charge such fees payable to the Port Authority as it may determine.

(b) (1) In lieu of the provisions of paragraph (a) of this Section obligating the Lessee to make available counter spaces and wall telephone installations with respect to limousine, bus and other ground transportation operators at the Airport (but not including car rental operators as to which the provisions of paragraph (a) shall be and continue in full force and effect) the Lessee shall provide to the Port Authority or its contractor, without charge, such counter space at such location as may be specified by the Port Authority within the premises as may reasonably be required for use as a consolidated ground transportation reservation and information counter (hereinafter called "the Consolidated Counter") to be operated by the Port Authority or its contractors.

(2) The Lessee agrees to provide access to and from the public ways outside the premises to the Port Authority, its employees and its contractors and the ground transportation patrons and other users of the Consolidated Counter; to permit use of such portions of the public pedestrian circulation areas of the premises as may reasonably be required for the operation of the counter and the accommodation of the users thereof; and to permit the installation of such telephone and other communication lines, cables and conduits on and across the premises as may be required for the operation of the Consolidated Counter. The Lessee acknowledges and agrees that the Consolidated Counter shall at all times be a part of the premises under the Lease and subject to all the terms and provisions thereof including, but not limited to indemnity, the payment of rentals, repair and maintenance. The Lessee shall, at its sole cost and expense, supply all utilities necessary for the operation of the Consolidated Counter including but not limited to heat, light, ventilation, air conditioning and electricity on a 24 hour 7 day a week basis. The Lessee shall not be required to provide telephone service to the Consolidated Counter hereunder.

(3) The Port Authority shall have the right at any time, without cause, on 180 days notice to the Lessee to terminate and discontinue the operation of the Consolidated Counter and from and after the effective date stated in said notice the operation of the Consolidated Counter shall terminate and cease and the provisions of this paragraph (b) shall be null, void and of no further force and effect and the provisions of paragraph (a) of the Lease and the Lessee's obligations as set forth therein with respect to limousine, bus, car rental and other ground transportation operators shall be deemed reinstated and in full force and effect.

Section 72. Observation Deck

In the event the Lessee provides an Observation Deck in connection with the Lessee's operations under the Lease or the operations of Approved Sublessees at the premises and such Deck is open to the public generally the Lessee shall charge a fee for admission upon such Observation Deck. Such fee shall be established by the Port Authority which shall be uniform throughout the Airport. The Lessee shall pay to the Port Authority a percentage fee equal to 30% of the gross receipts received by the Lessee from the operation of the Observation Deck.

Section 73. Force Majeure

Neither the Port Authority nor the Lessee shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, tides, riots, rebellion, sabotage or any other circumstances for which it is not responsible and which are not within its control; provided, however, that this provision shall not apply to failures by the Lessee to pay the rentals specified in Section 4 and shall not apply to any other charges or money payments; and, provided, further, that this provision shall not prevent either party from exercising its right of termination under Sections 26, 29, 52, 79 and 81 hereof, and shall not prevent the Lessee from exercising its right to an abatement of basic rental under Sections 4 and 54 hereof.

Section 74. Federal Inspection

The Lessee has advised the Port Authority that it intends to make available to the United States a portion or portions of the premises for the inspection of the passengers of Approved Sublessees and their baggage by the United States for United States customs, immigration, public health and other governmental purposes, if the United States will accept and use the same. The Port Authority shall have no obligation or responsibility of any kind with respect to the foregoing or the arrangements that must be made by the Lessee with the United States and any agencies thereof having jurisdiction.

Section 75. Rotary Wing and Tilt-Rotor Operations

The Lessee hereby acknowledges that the Lease does not grant to it any right and the Lessee does not have any right to use or permit the use of any portion of the premises for the landing or taking off of helicopters, rotary wing, tilt-rotor or other similar aircraft. In the event that the Port Authority determines that approval for such use will be given at any time hereafter, the same shall be granted only in accordance with such terms and conditions, including but not limited to fees, charges and rights of user, as the Port Authority may set forth in a supplement to the Lease, which is duly executed by the Lessee and the Port Authority.

Section 76. Ground Transportation

(a) The Lessee may arrange for the transportation to and from the Airport of employees of Approved Sublessees and their baggage (and such employees and baggage only) either directly or by contract with a surface carrier or carriers (hereinafter called "the Employee Surface Carrier or Carriers") of its choice, provided, that such Employee Surface Carrier or Carriers are at all times Ground Carrier Permittees of the Port Authority as defined in paragraph (b) hereof and provided, further, that ten percent (10%) or such lesser percentage as may be set pursuant to paragraph (e) hereof of the gross receipts received from the ground transportation of employees and their baggage by the Employee Surface Carrier providing such service, or by the Lessee (or by the Approved Sublessees), including all advertising and any other revenues of any type arising out of or in connection with said service (excluding only local, state and federal transportation taxes which are separately stated to and paid by the passengers and are directly payable to the taxing authority by the Lessee or by the Employee Surface Carrier) shall be paid to the Port Authority. No fee shall be paid by the Lessee to the Port Authority in connection with the ground transportation of employees and their baggage if the Lessee operates the service itself and if the Lessee makes no charge to its employees and their baggage therefor (or if, in accordance with its Consent Agreement, such service is operated by an Approved Sublessee itself and if the Approved Sublessee and the Lessee make no charge to the employees of such Approved Sublessee and their baggage therefor).

(b) As of the Commencement Date as defined in paragraph (c) hereof, the Port Authority shall endeavor to issue permits to at least 12 qualified surface carriers (herein called "the Ground Carrier Permittees") which Permits shall grant to said Ground Carrier Permittees the privilege of providing a service for the transportation to and from the Airport of employees and their baggage of all Aircraft Operators at the Airport. Each Permit shall provide that the Port Authority shall have the right at any time to revoke the Permit granted to any Ground Carrier Permittee with or without cause and regardless of whether any such Permittee is an Employee Surface Carrier of the Lessee and regardless of any agreement between the Lessee and its Employee Surface Carrier. Without limiting the foregoing right, if the Ground Carrier Permittee selected by the Lessee shall at any time fail to pay the Port Authority ten percent (10%) or such other percentage of its gross receipts as established pursuant to paragraph (e) hereof as required under the Permit, the Port Authority shall have the right in addition to all other rights and remedies, to deny such Permittee entrance upon the Airport

for the purpose of transporting employees and their baggage as aforesaid to and from the Airport and the Lessee shall no longer use the same.

In the event that there should at any time during the term of this Lease be less than 12 Ground Carrier Permittees in operation at the Airport the Lessee shall have the right to engage an Employee Surface Carrier of its choice to provide the service set forth in paragraph (a) hereof, subject, however, to the prior and continuing approval of the Port Authority, and provided that such Employee Surface Carrier agrees to become a Permittee of the Port Authority and to pay a percentage of its gross receipts to the Port Authority in accordance with paragraphs (a) and (e) hereof and only for so long as such Permittee observes and complies with the terms of its Permit, it being understood that said Employee Surface Carrier may be restricted to serving the Lessee at the Airport. At such time thereafter as there is in operation at the Airport at least 12 Ground Carrier Permittees, the Permit with the said Employee Surface Carrier may be revoked by the Port Authority and the Lessee shall thereupon select an Employee Surface Carrier from the Ground Carrier Permittees of the Port Authority. Nothing contained hereunder shall be deemed to preclude the Port Authority from issuing from time to time during the term of the Lease Permits to more than 12 Ground Carrier Permittees. The Permits with the Ground Carrier Permittees may contain privileges other than those set forth in the first subparagraph of this paragraph (b), including but not limited to the privilege to transport passengers and baggage of Aircraft Operators. All Permits shall contain such terms or provisions as the Port Authority may deem from time to time necessary or desirable.

(c) The Port Authority hereby states its intention to attempt to incorporate, into all existing leases and into all new leases with all Scheduled Aircraft Operators covering passenger terminal facilities within the Central Terminal Area, provisions having the same effect as the provisions of paragraphs (a) and (b) hereof. The term "Commencement Date" as used in this Section shall mean the date specified in a written notice from the Port Authority served upon the Lessee and upon all Scheduled Aircraft Operators who are lessees of passenger terminal facilities within the Central Terminal Area, it being understood that such notice shall not be served unless and until all said Scheduled Aircraft Operators have executed agreements with the Port Authority incorporating provisions having the same effect as the provisions of paragraphs (a) and (b) hereof into their leases with the Port Authority covering passenger terminal facilities within the Central Terminal Area. The provisions of this Section other than the foregoing provisions of this paragraph (c) shall be

applicable as well to Aircraft Operators who may be occupying space within the Central Terminal Area pursuant to a sublease, subuse or handling agreement with any Unit Terminal Lessee or with any East or West Wing Building Lessee (as said lessees are defined in Section 78 of the Lease) or with the Lessee hereunder or with any Approved Sublessee (the foregoing not to waive the requirement for Port Authority consent).

(d) For the period prior to the Commencement Date hereunder, the following provisions of this paragraph (d) shall be in effect in lieu of the provisions of paragraph (a) hereof:

The Lessee may arrange for the transportation to and from the Airport of passengers, employees and baggage (and such passengers, employees and baggage only) either directly or by contract with a surface carrier or carriers (hereinafter called "Passenger Surface Carrier or Carriers") of its choice, subject, however, to the prior and continuing approval of the Port Authority and provided, that such Passenger Surface Carrier or Carriers agree to become Permittees of the Port Authority and provided, further, that ten percent (10%) or such lesser percentage as may be set pursuant to paragraph (e) hereof of the gross receipts received from the ground transportation of passengers, employees and baggage by the Passenger Surface Carrier providing such service or by the Lessee, including all advertising and any other revenues of any type arising out of or in connection with said service (excluding only local, state and federal transportation taxes which are separately stated to and paid by and are directly payable to the taxing authority by the Lessee or by the Passenger Surface Carrier) shall be paid to the Port Authority. If the Passenger Surface Carrier designated by the Lessee shall at any time fail to pay to the Port Authority ten percent (10%) or such lesser percentage as may be set pursuant to paragraph (e) hereof of its gross receipts as aforesaid when billed therefor by the Port Authority, the Port Authority shall have the right to deny such carrier entrance upon the Airport for the purpose of transporting passengers, employees and baggage as aforesaid to and from the Airport and the Lessee shall no longer use the same. No fee shall be paid by the Lessee to the Port Authority in connection with the ground transportation of officers and employees of the Lessee or of the Approved Sublessees if the Lessee operates the service itself and if the Lessee makes no charge to its employees and officers therefor. The occasional non-recurring employment by the Lessee of a surface carrier who is not a Permittee of the Port Authority shall not be deemed to be a breach of this Section by the Lessee; the foregoing, however, shall not affect the right of the Port Authority to the percentage fee with respect to such surface carrier.

For the period subsequent to the Commencement Date hereunder, the foregoing provisions of this paragraph (d) shall continue in effect with respect to passengers and their baggage only of Approved Sublessees of the Lessee and wherever the phrase "passengers, employees and baggage" appears in the foregoing provisions it shall be deemed amended to read "passengers and their baggage".

(e) It is recognized that the Port Authority has established a five percent fee with respect to the service covered by paragraphs (a) and (d) hereof in lieu of the ten percent fee therein stated. It is hereby specifically understood and agreed that the fact that said fee is presently five percent shall not constitute a waiver by the Port Authority of its right to impose a percentage fee of ten percent as provided in paragraphs (a) and (d). It is hereby specifically agreed that the Port Authority shall have the right at any time and from time to time during the term of this Lease to revise the percentage fee it shall charge the Ground Carrier Permittees, other permittees and the Lessee as provided in paragraphs (a) and (d) hereof but in no event shall said fee be greater than ten percent. The Port Authority shall notify the Lessee of any such revision.

(f) The Lessee may arrange for the transportation to and from the Airport of freight and other cargo of Approved Sublessees of the Lessee either directly or by contract with the surface carrier or carriers of its choice. No Permit or fee shall be required of the Lessee or its contractor for the picking up from or the delivery to of freight or other cargo from or to the Approved Sublessees of Lessee. No fee shall be paid to the Port Authority by the Lessee or its contractor for the privilege of transporting freight or cargo of Approved Sublessees of the Lessee on the surface as aforesaid. If such contractor of the Lessee enters into a Lease or other agreement with the Port Authority for space and/or privileges at the Airport, the rent or other compensation payable to the Port Authority shall not be measured by the amount of freight or other cargo of the Approved Sublessees of Lessee transported on the surface by such contractor.

(g) The right of the Lessee to arrange transportation to and from the Airport of airline passengers as hereinabove provided shall not be construed as being applicable to any establishment or operation by the Lessee or by any of the Approved Sublessees of facilities outside the Airport for the handling of airline passengers of the Lessee or of any of the Approved Sublessees arriving at or departing from the Airport.

As used in this Section 76, reference to passengers, baggage, freight or other cargo of Approved Sublessees of the Lessee shall be construed to mean persons, baggage, freight or cargo transported or to be transported on aircraft of any of the Approved Sublessees of the Lessee.

The Ground Carrier Permittee of the Lessee's choice, its Passengers Surface Carrier or any other contractor used by it or any Approved Sublessee shall not solicit business on the public areas of the Airport and the Lessee shall prohibit any such activity on the premises or on any other area at the Airport occupied by the Lessee or any of the Approved Sublessees. The use, at any time, either on the premises or elsewhere on the Airport of hand or standard megaphones, loudspeakers or any electric, electronic or other amplifying devices is hereby expressly prohibited and any advertising or signs shall be subject to continuing Port Authority approval.

(h) Effective as of January 1, 1972, the provisions of this Section 76 superseded the provisions of Section 4.11 of Title IV of the General Airport Agreement, as defined elsewhere in this Agreement and from and after said date said provisions of said Section 4.11 of Title IV were no longer of any force or effect.

Section 77. Airline Service Standards.

Subject to and without limiting or affecting any other term or provision of this Lease, the Lessee agrees to provide service at the premises for the benefit of the traveling public in a manner consistent with generally accepted airline industry standards for airport terminals and will cooperate with the Port Authority and other airlines serving the traveling public at the Airport in maintaining these standards through organized airport service improvement working groups; the foregoing provision to be binding as well on the Approved Sublessees.

Section 78. Ground Transportation Within the Central Terminal Area

(a) The Port Authority has established at the Airport a Central Terminal Area generally as described in Exhibit S, attached hereto and hereby made a part hereof. If at any time and from time to time during the term of the Lease, the Port Authority substantially revises the Central Terminal Area, it shall thereafter forward to the Lessee a revised Exhibit showing the revised Central Terminal Area which revised Exhibit shall replace Exhibit S and shall become a part of the Lease.

(b) The Lessee hereby agrees that it will not directly, indirectly or by arrangement with any independent third party, operate any surface vehicles for the transportation of airline passengers including without limitation passengers of its Approved Sublessees to or from the premises and the various other passenger terminal facilities or other locations within the Central Terminal Area. The prohibition hereinabove set forth in this paragraph (b) shall be effective as of the commencement date of the Lease (as set forth in Section 3(a) hereof) and shall continue thereafter during the term of the Lease, but such prohibition shall be in effect only during such periods as there is in operation at the Airport a CTA ground transportation service as hereinafter defined to be provided by an independent third party contractor. The CTA ground transportation service shall consist of the following: a ground transportation service for the transportation of airline passengers and other persons between the various passenger terminal facilities, including the premises, within the Central Terminal Area including the service of transporting a group of passengers where the Aircraft Operator must accommodate the group as a whole (hereinafter called "the CTA omnibus service") and a ground transportation service for the transportation of passengers of Aircraft Operators within the Central Terminal Area, but only when a passenger is disabled, the passenger must take a direct connection and where time is critical, and in the very limited instance where an Aircraft Operator must accommodate a particular passenger, the foregoing service being hereinafter called "the CTA supplementary service". It is understood furthermore that, notwithstanding the prohibition hereinabove set forth in this paragraph (b), the Lessee may directly, indirectly or by arrangement with an independent third party, operate surface vehicles for the transportation of passengers of its Approved Sublessees to or from the premises and such passenger terminal facility of the Lessee, if any, located outside the Central Terminal Area, provided, that the Lessee has the prior and continuing approval of the Port Authority to operate such passenger terminal facility outside the Central Terminal Area, that the aforesaid service shall not serve any passenger terminal facility or location within the Central Terminal Area other than the premises and that if the Lessee utilizes a third party to provide the service, said third party shall be subject to the prior and continuing approval of the Port Authority, shall agree to become a permittee of the Port Authority and shall pay the percentage of its gross receipts to the Port Authority with respect to said service as specified in said permit and shall comply with all the terms and conditions of its permit.

Nothing contained in this paragraph (b) or paragraph (c) hereof shall impose or be construed as imposing an obligation on the Port Authority to operate or cause to be operated the CTA ground transportation service for the transportation of passengers and other persons between the various passenger terminal facilities, including the premises, within the Central Terminal Area.

(c) (1) (i) It is hereby agreed that it is in the best interests of the Port Authority and all Participants as hereinafter defined that the CTA omnibus service be a good, proper and efficient service, able to adequately, timely and properly handle the ground transportation needs of airline passengers and other persons between the various passenger terminal facilities including the premises within the Central Terminal Area. The parties recognize furthermore that the CTA supplementary service should be a service that would transport those persons authorized to be carried thereon in an adequate, proper and timely manner so as to meet their flight connections.

(ii) The Port Authority agrees that it shall meet and consult from time to time with the Participants with respect to the procedures, schedules, fares, prices and operations of the CTA omnibus service and shall, except in case of emergency, give the Participants prior written notice of any substantive changes with respect thereto. Notwithstanding the foregoing, it is hereby understood and agreed that the procedures, schedules, fares, prices, operations and other matters affecting the CTA omnibus service shall be determined by the Port Authority.

(iii) The Port Authority agrees that it shall meet and consult from time to time with the Participants with respect to the procedures, schedules, fares, prices and operations of the CTA supplementary service. Before adopting any initial procedures or schedules covering the operation of the CTA supplementary service and before putting into effect any modifications to any procedures or schedules then in effect with respect to the CTA supplementary service, except in case of emergency, the Port Authority shall submit the initial or the changed procedures and schedules (hereinafter called the "submissions") to the Participants for their approval. If Participants representing more than fifty percent (50%) of the effective published passenger flight schedules to and from the Airport of all Participants for the calendar year prior to the year in which the submissions are made to the Participants for their approval, approve the same, the submissions shall be deemed to be approved for all purposes hereunder and said approval shall be deemed binding as well upon all other Aircraft Operators who

may use or pay for the CTA supplementary service, notwithstanding the fact that said submissions had not been submitted to them for their approval. Notwithstanding anything herein provided and without limiting the provisions of paragraph (b) hereof, it is hereby understood and agreed that the Port Authority shall have no obligation hereunder to itself operate the CTA ground transportation service nor any obligation to operate said service through an independent contractor unless and until the submissions with respect to the CTA supplementary service submitted as aforesaid to the Participants have been approved by the Participants in accordance with the foregoing provisions. The failure of any Participant to disapprove the submission within twenty (20) days after its submission to it for approval shall constitute such Participant's approval hereunder to said submissions.

(iv) It is hereby understood and agreed that the amount to be charged for the CTA supplementary service shall consist of an initial price and, if the Port Authority so elects from time to time during the term of the Lease, an excess price. The initial price shall be based upon the cost of the CTA supplementary service. The Lessee shall pay to the Port Authority as and representing the initial price its pro rata share of the cost to the Port Authority of providing the CTA supplementary service. The Lessee's pro rata share of the cost to the Port Authority of providing the CTA supplementary service shall be that proportion of said cost as the number of passengers of the Approved Sublessees of the Lessee who actually used the CTA supplementary service bears to the total number of passengers using the CTA supplementary service. Except as provided in the last subparagraph of subparagraph (v) hereof, there will be no charge to the Lessee of either an initial price or an excess price if the Approved Sublessees of the Lessee do not have any passengers using the CTA supplementary service.

(v) The initial price payable to the Port Authority pursuant to subparagraph (iv) hereof is for each calendar year, but in the event the Commencement Date as defined in paragraph (b) hereof falls on a day other than the first day of a calendar year or in the event the term of the Lease expires or the provisions covering the CTA transportation services are terminated on a day other than the last day of a calendar year, then in any such event the initial price payable to the Port Authority pursuant to subparagraph (iv) hereof shall, for the year during which such event occurs, be for such portion of said year during which the Port Authority provides the CTA supplementary service. In determining the initial price, the cost of the CTA supplementary service shall be computed, determined and ascertained for each calendar year (or portion

thereof upon the occurrence of any of the events mentioned in the first sentence hereof) of the term of this Lease subsequent to the aforesaid Commencement Date.

Notwithstanding the foregoing and for current monthly or other periodical billing purposes as may from time to time be selected by the Port Authority, the Port Authority shall establish interim billing rates to cover the initial price for the CTA supplementary service. Such billing rates shall be based on determinations by the Port Authority of its estimate of the cost of the CTA supplementary service for the calendar year and the number of passengers to be using the CTA supplementary service for said calendar year. Such determinations shall be based upon the prior calendar year's experience, if any, and upon such other reasonable basis as the Port Authority may determine. The Port Authority may prospectively revise its billing rates during any calendar year. On the 20th day of each calendar month following the month upon which the Commencement Date hereunder falls and on the 20th day of each and every calendar month thereafter the Lessee shall pay to the Port Authority the amount due as the initial price for the preceding calendar month, which shall be determined by multiplying the interim billing rate per passenger for the initial price established by the Port Authority as aforesaid by the number of passengers of the Approved Sublessees of the Lessee carried on the CTA supplementary service for the previous calendar month.

As soon as practicable after the expiration of each calendar year, the Port Authority shall determine the cost of the CTA supplementary service and the initial price payable therefore. Corrected billings based upon such determination shall thereupon be rendered by the Port Authority and if any monies are due to the Port Authority they shall be promptly paid by the Lessee and if any monies are due to the Lessee they shall be promptly credited to it.

In the event and only in the event that the CTA supplementary service for all or any portion of a calendar year has been provided by the Port Authority but there has been no use thereof by any of the Participants, then the initial price and the excess price shall be payable by all Participants and each Participant's share shall be based on the number of passengers on its outbound and inbound aircraft of the Approved Sublessees at the Airport compared to the total number of passengers on all inbound and outbound aircraft using the Airport of all Participants. The Port Authority agrees that, if as of the commencement of any calendar year there appears to be no use by the Participants of the CTA supplementary service, it will use all reasonable efforts to limit its payments to the contractor

for the CTA supplementary service for such period where there appears to be no use.

(vi) The Port Authority shall have full discretion in awarding a contract for the CTA ground transportation service and may award the same to a contractor who has not proposed the lowest price for the CTA supplementary service or the CTA omnibus service. As stated in subparagraph (iv) hereof the Port Authority shall have the right to charge the Lessee, in addition to the initial price for the CTA supplementary service, an additional amount herein called "the excess price", which amount shall be applied to offset any deficit in the CTA omnibus service.

The amount representing the excess price shall be an amount payable only by the Lessee if it or the Approved Sublessees use the CTA supplementary service and shall be an amount fixed for each passenger using the CTA supplementary service. The Port Authority shall advise the Participants prior to the beginning of each calendar year of the amount per passenger which shall constitute the excess price for said calendar year. On the 20th day of the calendar month following the month upon which the Commencement Date hereunder falls and on the 20th day of each and every calendar month thereafter the Lessee shall pay to the Port Authority the amount due as the excess price for the preceding calendar month, which shall be determined by multiplying the amount per passenger for the excess price established by the Port Authority as aforesaid by the number of passengers of Approved Sublessees carried on the CTA supplementary service for the previous calendar month. As soon as practicable after the expiration of each calendar year, the Port Authority shall determine the cost of the CTA omnibus service for said calendar year. If there is no deficit or if the deficit is less than the amount received by the Port Authority from users of the CTA omnibus service, then the total amount of the excess price if there is no deficit or the amount of the excess price which is over and above any deficit on the CTA omnibus service shall be refunded or credited to the Participants based on the portion of each Participant's payments of the excess price for said calendar year as compared to the total amount received as the excess price from all Participants. In determining whether or not there is a deficit or in determining the amount of the deficit, revenues from the CTA omnibus service shall be deemed to be 87.5% of the cost of the CTA omnibus service whether or not the revenues actually received add up to 87.5%, but if said revenues exceed 87.5% of the cost, the actual amount of revenues received shall be used.

(vii) The Port Authority shall determine for each calendar year (or portion thereof, where applicable) the cost to the Port Authority of providing the CTA omnibus service and the cost to the Port Authority of providing the CTA supplementary service. Each such cost shall be determined in accordance with the Port Authority's normal accounting practice and shall consist of those of the following items, which are applicable to each such service:

(a) All payments made by the Port Authority to the independent contractor for providing the CTA supplementary service or the CTA omnibus service, as the case may be (it being understood that the Port Authority shall not impose any percentage charge or fee on the contractor for such services);

(b) On-the-job payroll costs of Port Authority employees working in any aspect of the CTA supplementary service or the CTA omnibus service, as the case may be, including but not limited to contributions to any retirement system or the cost of participation in any pension plans or the like, social security, old age, survivors, disability and employment insurance and other insurance costs, sick leave pay, holiday, vacation, authorized absence and severance pay, other employee fringe benefits and any other payments made or costs incurred whether pursuant to law or by Port Authority policy to or with respect to said employees;

(c) The cost (including rental charges) to the Port Authority of providing space, equipment, materials, facilities or services to or in connection with the CTA omnibus service or the CTA supplementary service, as the case may be;

(d) Payments or premiums (or to the extent of self-insurance an amount equivalent to what the premiums would have been) for insurance with respect to the CTA omnibus service or the CTA supplementary service, as the case may be, including without limitation thereto, fire and extended coverage, workmen's compensation and comprehensive general liability;

(e) Other direct costs as charged under the Port Authority's normal accounting practice;

(f) With respect to the CTA omnibus service, ten percent (10%) of the amounts paid to the contractor providing said service under item (a) hereof and

with respect to the CTA supplementary service, twenty percent (20%) of the amount paid to the contractor providing said service under item (a) hereof.

In the event that any specific cost incurred or any specific amount expended for any of the items hereinabove set forth covers both the CTA omnibus service and the CTA supplementary service, then the Port Authority shall divide and allocate any such cost or amount as between the CTA omnibus service and the CTA supplementary service in accordance with its normal accounting principles.

(2) If at any time during the term of the Lease the Port Authority receives a written notice from the East and West Wing Building Lessees (as hereinafter defined) representing more than thirty percent (30%) of the effective published passenger flight schedules to and from the Airport of all the East and West Wing Building Lessees for the calendar year prior to the year during which the notice was given, or if the Port Authority receives a written notice from Unit Terminal Lessees (as hereinafter defined) representing more than thirty percent (30%) of the effective published passenger flight schedules to and from the Airport of all Unit Terminal Lessees for the calendar year prior to the year during which the notice is given, which notice shall be either (i) to the effect that the service being provided by the contractor furnishing the CTA ground transportation service does not satisfy the standards set forth in item (i) of subparagraph (1) hereof and specifying whether it is the CTA omnibus service or the CTA supplementary service, or both, which is at fault, and further specifying the nature and extent of the failure or (ii) to the effect that the Participants serving the notice are dissatisfied for any reason with the service, the Port Authority shall endeavor in the case of item (i) above to rectify the conditions complained of either by the existing contractor doing so or by engaging a new contractor to provide the CTA ground transportation service or by a combination of both.

(3) If the Port Authority receives, by a date no earlier than one hundred twenty (120) days and no later than one hundred eighty (180) days after its receipt of either notice covered by subparagraph (2) hereof, a written notice from the East and West Wing Building Lessees representing more than fifty percent (50%) of the effective published passenger flight schedules to and from the Airport of all East and West Wing Building Lessees for the year prior to the year during which the notice is given or if the Port Authority receives a written notice during the period described above from Unit Terminal Lessees representing more than fifty percent (50%) of the

effective published passenger flight schedules to and from the Airport of all the Unit Terminal Lessees for the year prior to the year during which the notice is given, which notice is to the effect that the Participants sending the notice continue to be dissatisfied with the CTA ground transportation service whether provided by the old contractor, or if said contractor has been replaced, by the new contractor, then the Port Authority agrees that, effective no later than sixty (60) days after its receipt of said notice (said date to be established by written notice to the Participants) the provisions of this Section covering the CTA ground transportation service shall be terminated and shall no longer be in effect and from and after said date the Lessee shall have the right directly or by arrangement with an independent third party to operate surface vehicles for the transportation of passengers of its Approved Sublessees to and from the premises and the various other passenger terminal facilities or other locations within the Central Terminal Area, provided, however, that the same shall be used exclusively for the transportation of the disabled passengers of its Approved Sublessees, passengers who must make a direct connection and where time is critical, in the very limited instances where any of said Approved Sublessees must accommodate particular passengers, and for the transportation of passengers travelling as a group where any of said Approved Sublessees must accommodate the group as a whole, it being understood that the foregoing limitation on the right of the Lessee shall be in effect only during such periods as there is in operation at the Airport a CTA omnibus service as defined in paragraph (b) hereof (the Port Authority having no obligation so to do), excluding the transportation of passengers travelling as a group, and provided, however, that if the Lessee utilizes a third party to provide said service, that said third party shall be subject to the prior and continuing approval of the Port Authority, shall agree to become a permittee of the Port Authority and shall pay the percentage of its gross receipts to the Port Authority with respect to its service as specified in said permit and shall comply with all the terms and conditions of its permit.

(d) (1) The Port Authority hereby states its intention to attempt to incorporate into all new leases and into all existing leases which may not already include the same with all Scheduled Aircraft Operators covering passenger terminal facilities within the Central Terminal Area provisions having the same effect as the provisions of this Section. The term "the Participants" shall mean all Scheduled Aircraft Operators (including, for purposes hereof, the Lessee) who have executed leases with the Port Authority covering passenger terminal facilities within the Central Terminal Area containing provisions having the same effect as the provisions of this Section or who

have executed agreements with the Port Authority incorporating into their leases with the Port Authority which cover passenger terminal facilities within the Central Terminal Area provisions having the same effect as the provision of this Section.

For the purposes of this Section, the term "Unit Terminal Lessees" shall mean all Participants (including the Lessee hereunder) other than the East and West Wing Building Lessees. The term "East and West Wing Building Lessees" shall mean those foreign flag Scheduled Aircraft Operators who shall have entered into long term leases with the Port Authority covering space in the East or West Wing Buildings.

(2) All Aircraft Operators who may be occupying space within the Central Terminal Area pursuant to a sublease, subuse or handling agreement with any Unit Terminal Lessee (including the Lessee hereunder) or with any East or West Wing Building Lessee (the foregoing not to waive the requirement for Port Authority consent) shall be obligated to comply with all obligations of this Section which are applicable to the Participants, but said Aircraft Operators shall not be or be deemed to be Participants within the meaning of subparagraph (1) of this paragraph (d) or be or be deemed to be an East or West Wing Building Lessee or a Unit Terminal Lessee within the meaning of subparagraphs (2) and (3) of paragraph (c) hereof, but their activities, operations and payments hereunder shall be deemed to be those of the Participants whose space they are using.

(e) The agreement by the Lessee under paragraph (b) hereof as well as the agreement by the Lessee under paragraph (c)(3) hereof, in the event the provisions covering the CTA transportation service are terminated and are no longer in effect, are of the essence of this Section and the Lessee agrees that the Port Authority shall be entitled to a decree against the Lessee requiring the specific performance thereof in any court of equity having jurisdiction. The aforesaid remedy shall not constitute the exclusive or sole remedy which may be available to the Port Authority hereunder in the event the Lessee breaches its agreement.

The Lessee understands and acknowledges that the provisions of this Section 78 have been in effect in the Central Terminal Area of the Airport under the IAB Leases of the Approved Sublessees as hereinafter defined. The Lessee and the Port Authority understand and agree that the foregoing provisions of this Section represent the agreement reached under the said IAB Leases between the parties thereto and each acknowledges that in actual operation the ground transportation services actually provided at the Airport pursuant thereto have, by mutual

agreement and request of the parties, from time to time, not conformed in particular respects to the provisions hereof. Nothing contained herein, nor the execution of this Agreement, shall grant or be deemed to grant or confer on either party a retroactive right or claim that any provision hereof, or of the said IAB Leases, has been breached, nor shall either party claim the inclusion of these provisions herein, nor the execution of this Agreement, has created or affirmed such right, nor shall any rights of the parties hereunder be deemed waived or limited thereby. As used in the foregoing sentences the phrase "IAB Leases of the Approved Sublessees" shall mean the leases previously entered into between the Port Authority and each of the Airline Partners which cover, at the effective date of this Lease, such Airline Partner's premises in the IAB.

Section 79. Future Airport Transportation Facilities and Operations and Use of Portions of the Premises

(a) The Lessee understands that the Port Authority presently is planning to construct certain ground transportation facilities at the Airport including, but not limited to, a Passenger Distribution System ("PDS"). It is presently contemplated that the PDS will generally consist of a transportation system circulating around the Central Terminal Area of the Airport (as generally shown on Exhibit S of the Lease and herein called "the CTA"), generally aligned along the roadway frontage of the passenger terminal buildings and with stations to serve the passenger terminal buildings in the CTA at various locations. At the discretion of the Port Authority, stations may be located to serve one or more passenger terminal buildings in the CTA or on area Airport parking areas, rent-a-car facilities, other areas of the Airport and an Airport access transit system. Pedestrian access between the PDS stations and the passenger terminal buildings will be provided as part of the PDS. Vertical circulation areas, if needed, including stairs, escalators, ramps and elevators at the passenger terminal building on the premises will be the responsibility of the Lessee and shall be appropriate to the operation of the PDS. The Port Authority expects to commence planning and design for the PDS and upon completion of such planning and design, to implement the construction of the PDS and after the completion of such construction, to maintain and operate the PDS for the accommodation and transportation of persons desiring to use the same, and their baggage. The Lessee acknowledges and agrees that the PDS will be a benefit and enhancement to the Airport and to the Lessee's operations thereon.

(b) The Lessee understands that the construction and operation of the PDS may require the location on the premises of

a passenger station (including pedestrian access between it and the passenger terminal building) and, in addition, may require the use of a portion or portions of the premises for and in connection with the construction, maintenance or operation of other portions of the PDS. The Lessee agrees that it shall make available to the Port Authority upon demand such portion or portions of the premises for use for or in connection with the construction, maintenance and operation of the PDS for such purposes as may be required or be appropriate therefor and, where such portion of the PDS exclusively serves the premises, the same shall be made available by the Lessee without abatement of rental or charges hereunder or any payments by the Port Authority to the Lessee therefor. Where such portion of the PDS does not exclusively serve the premises then the rental hereunder shall be abated in accordance with the rental abatement provisions of this Lease.

(c) The Lessee understands that the Port Authority considers the construction, operation and maintenance of the PDS of the utmost importance to the efficient operation of the Airport and to the fulfillment of the Port Authority's governmental function to provide, maintain, develop and operate the Airport; that the efficient use and operation of the PDS will require that the Lessee in the Operation and use of its passenger terminal facilities under this Lease shall utilize and cooperate in the operation of the PDS to the end that the PDS shall be utilized to the fullest extent possible so that its advantages and efficiencies can be fully realized; and that the Port Authority does not by this Lease Agreement intend to enter into any agreement, understanding or commitment which will interfere with, limit, restrict, hinder or prevent in any way the development, construction, maintenance, operation or efficient use of the PDS.

(d) The Lessee also understands and acknowledges that the cost of planning, design, construction, maintenance and operation of the PDS will be accorded the same cost recovery treatment as the similar elements of the Air Terminal Highway System is accorded in the General Airport Agreement (as defined in Section 85 of the Lease) for calculation of the flight fees under the General Airport Agreement and the same cost recovery treatment as the Air Terminal Highway System is accorded for the calculation of other fees and charges under other existing agreements and policies at the Airport, and under any agreements or policies which may be entered into or implemented in the future including agreements or policies to replace such existing agreement(s) or the General Airport Agreement.

(e) The Port Authority has also advised the Lessee that it is the intention of the Port Authority that with respect to the maintenance, operation, use and payment for the PDS all aircraft operators at the Airport which are similarly situated will be treated in a similar manner including the treatment of the cost, if any, of each in connecting its airport terminal facility to the PDS.

(f) Without limiting any other provisions of this Section the Lessee understands and agrees that changes and modifications to certain provisions of the Lease including, but not limited to, Section 9 (Ingress and Egress), and Section 78 (Ground Transportation Within the Central Terminal Area) and Section 80 (Roadway Frontage and Taxi-stack Program) may be required or appropriate to conform the provisions of these Sections to the operation of the PDS and the Lessee agrees upon the presentation to it of a form of supplemental agreement to this Lease which includes such modifications it will execute and return the same to the Port Authority. The Port Authority and the Lessee agree that each will consult with the other, from time to time, and will provide information to the other, from time to time, with respect to the study, planning, design, construction, maintenance and operation of the PDS and its interconnection with the Lessee's passenger terminal facilities at the premises.

Section 80. Restrictions on Use of Passenger Terminal Frontage Roadways - Use of Airport Taxi Dispatchers - Addition of Roadway Area to the Premises

(a) The Lessee understands that the Port Authority presently has in effect and has planned various physical improvements and policies concerning and affecting the use of vehicular roadways in the Central Terminal Area of the Airport (as generally shown on Exhibit S) for the limitation and control of traffic thereon including the limitation and control of vehicular traffic on the premises and vehicular traffic moving between the Air Terminal Highways, as designated from time to time by the Port Authority in the Central Terminal Area of the Airport, and the vehicular roadways on the premises connecting to the said Air Terminal Highways. These improvements and policies, both in existence and planned, generally include the following:

(1) Restrictions on the use of roadways in the Central Terminal Area as set forth in Section 78 (Ground Transportation In The Central Terminal Area) and Section 76 (Ground Transportation) of the Lease.

(2) The use of Airport Taxi Dispatching Services (as generally set forth in paragraph (b) hereof) where the Port

Authority, either itself or through its contractor, utilizes at passenger terminals under the control of the Port Authority and makes available to passenger terminals at the Airport operated by others, the services of a Taxi Dispatcher to assist in the expeditious and orderly flow of taxicabs to and from passenger terminals at the Airport.

(3) The planning, development and implementation of a central taxi holding and dispatching system for the Airport to be used in conjunction with the use of Taxi Dispatchers at the passenger terminals at the Airport.

(4) The designation of specified portions of the vehicular roadways on the premises for limited use exclusively by certain types of ground transportation vehicles and/or certain types of ground transportation carriers for the loading and unloading of passengers and their baggage.

(b) The Lessee agrees to restrict from the premises during the time period or time periods, as may be specified by the Port Authority from time to time (each such period being herein referred to as a "Taxi Dispatcher Period" or "TDP"), all taxicabs except those taxicabs which are discharging passengers at the premises and those taxicabs which are requested by a Taxi Dispatcher stationed on the premises and dispatched through the airport central taxi holding and dispatching facility (herein called "the Airport Central Taxi Stack") to the premises. Further, during any TDP the Lessee agrees to take and accept from the Port Authority, and permit the stationing at an appropriate location or locations on the premises, of a Taxi Dispatcher or Taxi Dispatchers and the establishment of a taxicab waiting line on the premises of such number of vehicles as shall be specified by the Port Authority from time to time. A Taxi Dispatcher or Taxi Dispatchers when located on the premises shall provide the sole and exclusive dispatch of taxicabs to the Lessee's passengers and others desiring the use of a taxicab from the premises and shall perform such other duties and functions in connection therewith as may be specified by the Port Authority from time to time. The Lessee agrees to permit the installation on the premises by the Port Authority of such fixtures, equipment and improvements including, but not limited to, a taxi dispatcher shelter, telephone, radio transceiver and transponder receiving device as may be necessary or reasonably desired by the Port Authority in connection with the activities and operations of the Taxi Dispatchers. The Lessee understands and agrees that all expenses of the Port Authority associated with the implementation and operation of the Taxi Dispatchers on the Airport including, but not limited to, the Taxi Dispatchers on the premises and the construction, maintenance and operation of the Airport Central

Taxi Stack shall be included in and payable through the aircraft flight fees at the Airport and will be accorded the same cost recovery treatment as the Air Terminal Highway System is accorded for such purposes under the General Airport Agreement and the calculation of other fees and charges under other existing agreements and policies at the Airport, and under any agreements which may be entered into and any policies which may be implemented, in the future, including agreements and policies to replace such existing agreements and policies or the General Airport Agreement.

(c) In connection with and furtherance of the Port Authority's policies concerning ground transportation on the Airport, the operation of the Ground Transportation Counter as set forth in Section 71, the operation of Taxi Dispatchers and the Airport Central Taxi Stack as set forth in this Section 80, and the provisions governing Ground Transportation Within The Central Terminal Area as set forth in Section 78, the Lessee hereby agrees that, from time to time, the Port Authority may designate and specify areas of roadways and curbs located on the premises, for the purpose of segregated and exclusive use by separate categories of vehicles, including but not limited to buses, taxicabs, private automobiles and other vehicles, and use by separate categories of ground transportation carriers, (including but not limited to Port Authority permittees), as may be designated by the Port Authority, from time to time, for the purpose of loading and unloading passengers and their baggage. The Lessee shall prohibit the operation of all other types of vehicular traffic on the roadways on the premises used for the loading and unloading of passengers and their baggage and shall prohibit parking or stopping except in the areas designated as aforesaid. Designated areas shall be clearly indicated by the Lessee by appropriate signing and marking on the premises as shall be directed or approved from time to time by the Port Authority. The Lessee shall permit the installation on the premises by the Port Authority of such fixtures, equipment and improvements, including, but not limited to transponder receiving devices and other vehicular tracking and monitoring devices; and the Lessee shall, through the use of appropriate and sufficient means including, but not limited to, removing unauthorized parked vehicles from the premises, security guards and other personnel stationed on the premises in the area of the said roadways, require that the limitations and restrictions established hereunder by the Port Authority on the use of the said roadways are complied with and enforced on a 24-hour basis, during any TDP and at other times as may be directed by the Port Authority.

(d) The Lessee understands that the Port Authority considers the provisions of this Section 80 and the use of the

Lessee's passenger terminal roadway areas of the utmost importance to the efficient operation of the Air Terminal Highway System on the Airport and to the fulfillment of the Port Authority's governmental function to provide, maintain, develop, and operate the Airport; that the efficient use and operation of the Air Terminal Highway System requires that the Lessee, in the operation and use of its passenger terminal facilities under this Lease shall utilize and cooperate fully in all respects in the operation and implementation of the provisions of this Section 80 to the end that the Air Terminal Highway System, including ingress thereto and egress therefrom, will operate in the most efficient manner; and that the Port Authority does not by this Lease Agreement intend to enter into any agreement, understanding, or commitment which will interfere with, limit, restrict, hinder, or prevent in any way, the efficient development, implementation and operation of the Air Terminal Highway System and the rights and discretion of the Port Authority with respect thereto.

(e) (1) Effective as of the date to be set forth in a notice from the Port Authority to the Lessee the Lessee shall lease from the Port Authority and the Port Authority shall lease to the Lessee the portion of the Air Terminal Highway System as shall be generally shown in a sketch attached to said notice, together with such structures, buildings, additions, fixtures, improvements and other property of the Port Authority, if any, located therein, thereon or thereunder (all of the foregoing as terminal frontage roadway areas and being sometimes herein referred to as the "Additional Roadway Frontage") which portion of the Air Terminal Highway System effective from and after the effective date set forth in the aforesaid notice to be given by the Port Authority to the Lessee, shall cease to be a portion of the Air Terminal Highway System and shall be and become a part of the premises under the Lease subject to and in accordance with all of the terms, conditions and provisions thereof.

(2) The notice referred to in subparagraph (1) above may also have a sketch or other description attached thereto which shall show the specific dimensions of the Additional Roadway Frontage and said notice shall also set forth the increase in rental under the Lease (herein called the "Additional Roadway Frontage Rental") which the Lessee hereby agrees to pay to the Port Authority on account of the addition of the Additional Roadway Frontage. The Additional Roadway Frontage Rental shall be calculated by multiplying the acreage (as determined to the nearest 100 place decimal) of the Additional Roadway Frontage by the acreage rate used for the basic rental then in effect under Section 4 hereof, subject to adjustment based upon changes in the Consumer Price Index as set forth in

Paragraph (b) of Subdivision I of Section 4 in the same manner as adjustments are made to the Lessee's basic rental obligations in said paragraph (b) of Subdivision I of Section 4 hereof.

The Lessee understands and agrees that the Additional Roadway Frontage shall be improved with roadways and other improvements when made a part of the premises and that the cost of the Port Authority in performing such roadway construction and improvement work, notwithstanding its addition to the premises, shall be treated as work done on the Air Terminal Highway System and will be accorded the same accounting cost recovery treatment as if such work were done on and continued to be a part of the Air Terminal Highway System for the calculation of flight fees under the General Airport Agreement and other agreements and policies at the Airport, and under any agreements which may be entered into or policies which may be implemented in the future including agreements and policies to replace such existing agreements and policies or the General Airport Agreement.

Section 81. Lessee's Financial Condition - Limitation of Lease Term - Triggering Events

I. If either of the Triggering Events listed in paragraph (1) of Subdivision II of Exhibit X or in paragraph (2) of Subdivision II of Exhibit X, annexed hereto and hereby made apart hereof, shall occur, then:

(i) with respect to the Triggering Event listed in paragraph (1) of Subdivision II of Exhibit X, seven days following the occurrence of such Triggering Event; or

(ii) with respect to the Triggering Event listed in paragraph (2) of Subdivision II of Exhibit X, ten business days following the occurrence of any such Triggering Event;

the term of this Agreement and the letting hereunder shall be deemed terminated, and the Lessee shall thereafter be a holdover tenant, on a month-to-month periodical basis, of the Port Authority. Termination hereunder shall be and operate as a conditional limitation. In the event any court of competent jurisdiction shall not give full and complete effect to this termination provision and its operation as a conditional limitation, the Lessee and the Port Authority agree, as a condition of this Agreement, and not merely as a covenant, that this Agreement and the stated term of the letting hereunder shall nonetheless, from and after the effective date of termination provided above, be deemed to have expired.

II. If the Triggering Event listed in paragraph (3) of Subdivision II of Exhibit X, annexed hereto and hereby made apart hereof, shall occur, the Port Authority reserves the right, at its sole discretion, to revoke its Consent Agreement between the Lessee and the Airline Partner of the Lessee subject to the Triggering Event or to modify its consent to require the sublease to continue on a month-to-month periodical basis, and each such Consent Agreement shall contain such provisions.

III. (a) Without limiting this Section or any term or provision hereof, and without limiting any term or provision of Exhibit X, the Lessee agrees that:

(1) It shall meet with representatives of the Port Authority as described below and provide to said representatives the information described below during such scheduled meetings and at any other time as requested by the Port Authority; and

(2) It shall submit to the Port Authority a statement at any time during the term of the letting signed by an officer of the Lessee notifying the Port Authority of the occurrence of an event or events which, if the Port Authority were to activate the same by the giving of a notice or notices as specified in Exhibit X, would constitute a Triggering Event or Triggering Events as listed in Exhibit X as of the date of such notice and the date of the occurrence, provided, however, that failure to give any such notice shall not affect the occurrence of any Triggering Event or the consequences thereof hereunder.

(b) There shall be an annual meeting with representatives of the Port Authority and with a principal officer of the Lessee on the last business day of the month of September or on such other days as may, from time to time, be agreed upon by the Lessee and the Port Authority to review the financial performance of the Lessee and the Airline Partners. The foregoing provisions with respect to the said meetings on the last business day of the month of September shall be subject to the Lessee's right to reschedule by sending to the Port Authority a written notice prior to the first day of said month setting forth four (4) alternative business days within said month of September. The Port Authority shall notify the Lessee of its selection of the day for the next annual meeting within ten (10) days of its receipt of the said notice of the Lessee, if any. The review shall include the furnishing of the following information regarding the Lessee to the Port Authority by the Lessee and the discussion of same:

(1) Current and available financial data of the Lessee, the general partner and the Airline Partners including without limitation corporate annual reports of the Airline Partners.

(2) Monthly traffic data including passengers and aircraft departures of the Airline Partners.

(3) Monthly performance indicators of the Airline Partners.

(4) Any information or data that the Lessee or the Airline Partners or any of them has furnished or is required to furnish to any creditor of the Lessee or of the Airline Partners or any of them; provided that as to the Airline Partners the foregoing shall apply only to such information or data as the Port Authority may reasonably request and only information and data normally available to such creditors located in the United States.

(c) It is the position of the Lessee that all or portions of the information it has agreed to furnish the Port Authority hereunder is of a confidential nature. The Port Authority agrees that, unless required or appropriate to do so pursuant to any legal obligations, duties or responsibilities imposed upon the Port Authority or with which the Port Authority must comply, requiring public disclosure of information, or pursuant to freedom of information policy adopted or which may be adopted by its Commissioners, or pursuant to compliance with any law, ordinance, governmental rule, regulation or order, it shall not deliberately convey the same to any private person; provided that if such information is already at that time in the public domain the foregoing agreement against disclosure shall not apply and the release of such information shall not be or be deemed a violation hereunder.

IV. If the Lessee has, by notice, advised the Port Authority that it reasonably believes that any of the Triggering Events which are listed in Exhibit X hereof constitute events which would result in termination pursuant to this Section 81 either are anticipated to occur within forty-five (45) days of said notice, or has or have already occurred, or if in fact any Triggering Event or Triggering Events has or have occurred, or the Port Authority believes that the same has or have occurred without receipt of any notice from the Lessee, as aforesaid, then:

(a) the Lessee may, at any time prior to the termination of the letting, by notice, request that the Port

Authority waive the occurrence of one or more of the Triggering Events, and the effect thereof hereunder, for a period of time to be determined by the Port Authority and to be contained in a letter agreement to be prepared by the Port Authority and executed by the Port Authority, which shall be effective upon its execution by the Lessee; or

(b) the Port Authority may, at any time prior to the termination of the letting, in its sole discretion and without a prior request from the Lessee, waive the occurrence of one or more of the Triggering Events, and the effect thereof hereunder, for a period of time to be determined by the Port Authority and to be set forth in a notice from the Port Authority to the Lessee. Service of a notice hereunder shall not in and of itself imply or be deemed to imply that a Triggering Event has occurred.

The Port Authority shall have no obligation to take either of the above two actions in this Part IV.

V. Although it is hereby specifically acknowledged and agreed that the aforesaid month-to-month periodical tenancy, if any should occur hereunder, is terminable by either party in accordance with law and that the following provision shall have no effect whatsoever on the right of either party to so terminate, it is further understood that if 4 consecutive calendar quarters have elapsed after a Triggering Event has occurred during which time the Lessee is in occupancy of the premises as a month-to-month tenant, and during such period none of the Triggering Events listed in Exhibit X have occurred or continue to occur, the Lessee is not in default in the payment of rental or any other provision of its month-to-month tenancy and neither the Port Authority nor the Lessee has terminated the month-to-month tenancy by notice to the other, then upon request by either party to the other, the parties will enter into a Supplementary Agreement to be prepared by the Port Authority and to be promptly executed by the parties hereto which would provide for the re-establishment of a tenancy between the Port Authority and the Lessee on a fixed term basis in accordance with all of the terms and provisions of this Lease, and upon said execution the Lease, as the same may theretofore have been supplemented and amended, shall have the fixed term stated in Section 3 hereof (or as may be extended under Section 3A or Section 3B hereof).

Section 82. Requesting Airlines at the Airport

(a) If a Scheduled Aircraft Operator (hereinafter called a "Requesting Airline") advises the Lessee that it would like to be accommodated by the Lessee at the premises, the Lessee in furtherance of the public interest of having the premises

fully and most effectively utilized shall use its best efforts to accommodate the request of said Requesting Airline. If the Lessee fails to reach agreement with said Requesting Airline for its accommodation, the Lessee shall advise the Port Authority to such effect. Thereafter, the Port Authority shall make a determination as to whether the Lessee should accommodate the Requesting Airline as requested and if so, whether there are any limitations on the nature, extent, cost, duration and extent of such accommodation. Determinations of the Port Authority shall not be arbitrary or capricious. Such determinations of the Port Authority would take into consideration the then existing utilization of the premises and the necessity for the flights, schedules, flight times, operations, operating practices and aircraft equipment of the Requesting Airline to be compatible with those of the Lessee and the Approved Sublessees, as well as the need for labor harmony. The Lessee agrees to comply with such determinations of the Port Authority.

(b) Any arrangement between the Lessee and the Requesting Airline made in accordance with any of the foregoing provisions shall be submitted by the Lessee to the Port Authority for its consent, which will be in the form of a consent agreement prepared by the Port Authority and to be executed by the Lessee, the Requesting Airline and the Port Authority.

(c) The foregoing shall not be deemed to abrogate, change or affect any restrictions, limitations or prohibitions on assignment, subletting or use of the premises by others under this Lease and shall not in any manner affect, waive or change any of the provisions thereof.

Section 83. Security Deposit

(a) (1) Without limiting any term or provision of this Agreement or any right or remedy of the Port Authority under this Agreement or otherwise and without limiting, affecting or impairing any Obligor Agreement of an Airline Partner submitted under Section 58 hereof or releasing any such Airline Partner from any such Obligor Agreement, it is expressly understood and agreed that in the event the Lessee shall fail to make any payment when due to the Port Authority, whether such payment is required hereunder or otherwise and whether such payment is for rentals, charges, fees, utility services, late charges or any other type of payment whatsoever, and shall continue in its failure to pay the same for a period of sixty (60) days, then the Lessee shall, within fifteen (15) days after the delivery to it of a notice from the Port Authority to such effect, deliver to the Port Authority the security deposit called for under paragraph (b) of this Section and subject to all the terms and

provisions thereof. It is specifically acknowledged and agreed that the determination to deliver the said notice at any time with respect to any said failure to pay by the Lessee shall be at the sole election of the Port Authority. The Port Authority may exercise its rights hereunder and serve the notice hereunder at any time and from time to time, and the election by the Port Authority not to request the delivery of the security deposit with respect to any payment shall not be deemed to waive its right to demand and to receive the security deposit with respect to any other payment. Further, neither the delivery of the said notice, nor the delivery of the security deposit by the Lessee shall or shall be deemed a cure of the Lessee's failure to make any payment or of any breach or default under this Agreement, or any other agreement, nor shall the same be deemed a waiver of any right on the part of the Port Authority to terminate the Lease, or any other agreement, nor shall the same be deemed a waiver of any other right or remedy of the Port Authority under this Lease, any Obligor Agreement of an Airline Partner submitted under Section 58, or otherwise (including without limitation its rights under paragraph (b) hereof).

(2) It is further understood and agreed that the said delivery of the security deposit shall be made by the Lessee notwithstanding any dispute between the Port Authority and the Lessee with respect to the payment which the Lessee shall have failed to pay, provided, however, that the delivery of the security deposit, as aforesaid, shall not be deemed a waiver of any right of the Lessee to contest the payment.

(b) The Lessee shall deposit with the Port Authority no later than (15) days after the delivery of the Port Authority's notice as aforesaid in paragraph (a) hereof (and shall keep deposited throughout the term of this Agreement in addition and without limiting any Additional Security submitted under this Section 83 hereof)

(Ex. 2.a.)

in cash, or bonds of the United States of America, or of the Port Authority of New York and New Jersey, having a market value of that amount, as security for the full, faithful and prompt performance of and compliance with, on the part of the Lessee, all of the provisions, terms, and conditions of the Agreement on its part to be fulfilled, kept, performed or observed and as security for the payment of all other rentals, fees, charges and obligations owed or which may become due and owing to the Port Authority arising from the Lessee's operations at the Airport, whether covered by a written agreement or otherwise. The aforesaid security may be in cash, or bonds of the United States

of America, or of the Port Authority of New York and New Jersey, or of the States of New York or New Jersey having a market value of the aforesaid amount as shall be deposited by the Lessee. Bonds qualifying for deposit hereunder shall be in bearer form but if bonds of that issue were offered only in registered form, then the Lessee may deposit such bond or bonds in registered form, provided, however, that the Port Authority shall be under no obligation to accept such deposit of a bond in registered form unless such bond has been reregistered in the name of the Port Authority (the expense of such reregistration to be borne by the Lessee) in a manner satisfactory to the Port Authority. The Lessee may request the Port Authority to accept a registered bond in the Lessee's name and if acceptable to the Port Authority the Lessee shall deposit such bond together with a bond power (and such other instruments or other documents as the Port Authority may require) in form and substance satisfactory to the Port Authority. In the event the deposit is returned to the Lessee, any expenses incurred by the Port Authority in reregistering a bond to the name of the Lessee shall be borne by the Lessee. In addition to any and all other remedies available to it, the Port Authority shall have the right, at its option, at any time and from time to time, with or without notice to use the said deposit or any part thereof in whole or partial satisfaction of any of its claims or demands against the Lessee. There shall be no obligation on the Port Authority to exercise such right and neither the existence of such right nor the holding of the deposit itself shall cure any default or breach of the Agreement on the part of the Lessee. In the event that the Port Authority shall at any time or times so use the deposit, or any part thereof, or if bonds shall have been deposited and the market value thereof shall have declined below the above-mentioned amount, the Lessee shall, on demand of the Port Authority and within two (2) days thereafter, deposit with the Port Authority additional cash or bonds so as to maintain the deposit at all times to the full amount above stated, and such additional deposits shall be subject to all the conditions of this Section. After the termination of the Agreement and upon condition that the Lessee shall then be in no wise in default under any part of the Agreement, and upon written request therefor by the Lessee, the Port Authority will return the said deposit to the Lessee less the amount of any and all unpaid claims and demands (including estimated damages) of the Port Authority by reason of any default or breach by the Lessee of the Agreement or any part thereof and less any other fees, charges and obligations owed to the Port Authority arising from the Lessee's operations at the Airport. The Lessee agrees that it shall not assign or encumber the said deposit and any such assignment or encumbrances shall be void as to the Port Authority. The Lessee may collect or receive annually any interest or income earned on bonds and interest paid

on cash deposited in interest bearing bank accounts less any part thereof amount which the Port Authority is or may hereafter be entitled or authorized by law to retain or to charge in connection therewith, whether as or in lieu of administrative expense or custodial charge, or otherwise, provided, however, that the Port Authority shall not be obligated by this provision to place or to keep cash deposited hereunder in interest bearing bank accounts. Without limiting the foregoing provisions of this Section, with respect to any bonds deposited by the Lessee, the Port Authority shall have the right, in order to satisfy any of its claims or demands against the Lessee, to sell the same in whole or in part, at any time and from time to time, with or without prior notice, at public or private sale, all as determined by the Port Authority together with the right to purchase the same at such sale free of any claims, equities or right of redemption of the Lessee. The Lessee hereby waives any right to participate therein or any right to prior notice or demand of the amount or amounts of the Port Authority's claims or demands against the Lessee. The proceeds of any such sale shall be applied by the Port Authority first to the costs and expenses of the sale (including but not limited to any advertising or commission expenses) and then to the amounts due the Port Authority from the Lessee. Any balance remaining shall be retained in cash toward bringing the security deposit to the sum specified above provided that this shall not relieve the Lessee from maintaining the deposit in the full amount stated above.

(c) For purposes of the foregoing, the Lessee hereby certifies that its I.R.S. Employee Identification No. is (Ex. 1)

(d) (1) The Lessee shall ensure that its debt is graded by the appropriate rating agency and that such initial grade is submitted to the Port Authority as required below. The Lessee agrees that changes to the grade of such debt undertaken by the rating agency (or any other rating agency) subsequent to the determination of the initial grade of such debt are to be submitted to the Port Authority as soon as made available to or known by the Lessee.

(2) As used herein the following terms shall have the following meanings for the purposes of this Section:

(i) "Debt", "debt financing" and "debt financing agreement(s)" shall mean, at any date (i) all obligations of the Lessee or the general partner of the Lessee, evidenced by loan agreement(s), bonds, debentures, notes or other similar instruments or for borrowed money the proceeds of which have been or will be released or made

available to the Lessee for development of a new passenger terminal on the Site as defined in Section 1 hereof or for the refinancing, refunding or retirement of previously issued obligations released or made available for such purposes.

(ii) The term "credit facility" shall mean a letter of credit, municipal bond insurance, or other liquidity facility issued or undertaken by a party other than the Lessee that creates a legal, binding, and valid obligation, to pay some or all of the principal and interest on such debt under certain circumstances such as in the event that the Lessee fails to make required payments to the trustee of such debt or otherwise defaults.

(iii) The term "grade" shall mean that evaluation of the quality of the debt financing as determined by a rating agency which evaluates the degree of financial risk associated with debt securities and makes such information available to the investment community. In the event that payment of such debt is secured by a credit facility, grade shall mean the evaluation of such debtor's credit worthiness as determined by a rating agency without regard to the credit facility relying solely on the absolute and unconditional obligations of the Lessee to make payments to the trustee of such debt sufficient to enable the trustee to pay when due the required principal and interest payments on such debt.

(iv) The term "rating agency" shall mean Standard & Poor's or Moody's or another firm as may be designated as a rating agency at any time during the term of the Lease upon the agreement of the Port Authority and the Lessee.

(v) The term "investment grade" shall mean a grade of "BBB" or higher by Standard & Poor's or "Baa" or higher by Moody's or such other designation that a rating agency may use publicly in the future to designate the relative investment qualities of debt and differentiate between those investments that are investment grade and those that are not.

(3) The Lessee expressly represents and warrants to the Port Authority that, as of the effective date of the Lease and as of the date of the Lessee's execution thereof, debt has been issued as defined above or such debt is anticipated to be issued or it has caused such debt to be issued and that the grade of such securities has been determined by each rating agency which has determined the grade of the debt to be investment grade

when the debt is issued. The Lessee agrees that it shall deliver to the Port Authority an official copy of such grade from each rating agency for debt financings, prior to executing this Lease, or, for debt issued after the effective date of the Lease, within thirty (30) days after issuance. For any rating agency, whether or not retained by the Lessee, the Lessee agrees to provide to the Port Authority promptly and at the same time as it receives or obtains knowledge of any periodic evaluations of the grade of such debt as it changes or is reaffirmed that it receives from such rating agency. The Port Authority shall have the right to request a re-rating of any debt at any time and from time-to-time by any of the rating agencies of any debt.

(4) It is expressly understood and agreed that in the event the grade of the debt as determined by one of the rating agencies changes after its initial rating to below investment grade or such rating has been suspended or withdrawn for whatever reason then in any such event the Port Authority shall have the right upon notice to the Lessee to require the Lessee to deposit security in the amounts determined by the Port Authority and in the forms mentioned above and/or such other forms as may then be elected by the Port Authority (herein called the "Additional Security") and the Lessee shall and hereby expressly agrees to promptly and not later than five (5) days after the giving of the said notice to it by the Port Authority comply with such requirement; it being further expressly understood and agreed that neither the foregoing nor the exercise of or failure to exercise any right by the Port Authority pursuant hereto nor any submission by the Lessee of Additional Security to the Port Authority shall or shall be deemed to release or relieve the Lessee from any obligation, duty or responsibility under this Agreement.

Section 84. Itinerant Aircraft

(a) The Port Authority hereby grants to the Lessee the privilege of permitting the occasional use of the premises by air taxi, corporate and private aircraft (sometimes hereinafter called "the Itinerant Aircraft") for the sole purpose of discharging or picking up passengers of the Approved Sublessees, business guests and other invitees of the Lessee. All operations of such Itinerant Aircraft shall be in compliance with all the terms and provisions of the Lease and with the Rules and Regulations of the Port Authority. The Lessee shall be completely responsible for all acts and omissions of said Itinerant Aircraft arising out of or resulting from or in connection with the use of the premises as if said acts and omissions were the acts or omissions of the Lessee.

(b) The Port Authority shall have the right to cancel the privilege granted to the Lessee as set forth in paragraph (a) hereof in whole or in part or with respect to any particular Itinerant Aircraft at any time and from time to time and without cause upon thirty (30) days' written notice to the Lessee, and upon the effective date of such notice the Lessee shall no longer have the right to permit all or any specific Itinerant Aircraft as specified in the notice to use the premises as hereinabove provided, but the same shall not affect the Lease or any of the terms, rentals, fees, provisions or agreements hereof, all of which shall continue in full force and effect.

Section 85. Definitions

The following terms, when used in this Agreement, shall, unless the context shall require otherwise, have the respective meanings given below.

(a) "Agreement" shall mean this agreement of lease.

(b) "Aircraft Operator" shall mean (a) a Person owning one or more aircraft which are not leased or chartered to any other person for operation, and (b) a Person to whom one or more aircraft are leased or chartered for operation whether the aircraft so owned, leased or chartered are military or non-military, or are used for private business, pleasure or governmental business, or for carrier or non-carrier operations, or for scheduled or non-scheduled operations or otherwise. Said phrase shall not mean the pilot of an aircraft unless he is also the owner or lessee thereof or a Person to whom it is chartered.

(c) "Airport" shall mean the land and premises in the City of New York, in the County of Queens and State of New York, which are shown in green upon the Exhibit attached to the Basic Lease between The City of New York and the Port Authority referred to in subdivision (b) below, said Exhibit being marked "Map II", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

(d) "Basic Lease" shall mean the agreement between The City of New York and the Port Authority dated April 17, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated April 17, 1947, has been recorded in the Office of the Register of The City of New York, County of Queens, on May 22, 1947, in Liber 5402 of Conveyances, at pages 319, et seq.

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

(f) "Consumer Service Maximum Basic Rental" shall mean the amount of (Ex. 2.a.) per square foot subject to adjustment based upon changes in the Consumer Price Index as set forth in paragraph (b) of Subdivision I of Section 4 in the same manner as adjustments are made to the Lessee's rental obligations in said Subdivision I of Section 4 in said paragraph (b).

(g) "Distribution Portion of the Underground Fuel System" shall have the meaning set forth in the General Airport Agreement.

(h) "General Airport Agreement" shall mean those certain agreements each entitled "John F. Kennedy International Airport Airline Lease" dated as of January 1, 1953 (as the same has been extended, supplemented and amended) between the Port Authority and various airlines and which govern the rights, privilege, duties and obligations of and between the parties thereto with respect to the Airport.

(i) "General Manager of the Airport" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the said General Manager by this Agreement; but until further notice from the Port Authority to the Lessee it shall mean the General Manager (or the temporary or acting General Manager) of the Airport for the time being, or his duly designated representative or representatives.

(j) "Governmental Authority", "Governmental Board", "Governmental Agency" shall mean federal, state, municipal and other governmental authorities, boards and agencies of any state, nation or government, except that it shall not be construed to include The Port Authority of New York and New Jersey, the lessor under this Lease.

(k) "Gross receipts" shall (except as otherwise provided in Section 4 hereof) mean and include all monies paid or payable to the Operator for sales made and for services rendered at or from the premises, regardless of when or where the order therefor is received, and outside the premises, if the order

therefor is received at the premises, and any other revenues of any type arising out of or in connection with the Operator's operations at the premises, provided, however, that any taxes or other governmental charges imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Operator, shall be excluded therefrom.

(l) "Handled Airlines" shall mean the Requesting Airlines, as defined in Section 82 hereof, or any other Scheduled Aircraft Operator who is operating at the Airport pursuant to accommodations provided by the Lessee or Approved Sublessees, whether by sublease, handling agreement, or a combination of both, which agreement has been consented to by the Port Authority and in which consent the Port Authority has designated said Scheduled Aircraft Operator a Handled Airline.

(m) "In-flight meals" as used in the air transportation industry and in this Lease is a word of art and includes food, beverages, snacks, non-reusable supplies, materials, dry goods and all services rendered in connection therewith.

(n) "Lease" or "this Agreement of Lease" shall mean this agreement of lease.

(o) "Letting" shall mean the letting under this Agreement for the original term stated herein, and shall include any extension thereof.

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

(q) "Premises" shall mean and include the land, the buildings, structures and other improvements located or to be located or to be constructed therein or thereon, the equipment permanently affixed or permanently located therein, such as electrical, plumbing, sprinkler fire protection and fire alarm, heating, steam, sewage, drainage, refrigerating, communications, gas and other systems, and their pipes, wires, mains, lines, tubes, conduits, equipment and fixtures, and all paving, drains, culverts, ditches and catchbasins.

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

(s) "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 common use for the loading or unloading of passengers or cargo to or from aircraft using the public landing area.

(t) "Runways" (including approaches thereto) shall mean the portion of the Airport used for the purpose of the landing and taking off of aircraft.

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

(v) "Taxiways" shall mean the portion of the Airport used for the purpose of the ground movement of aircraft to, from and between the runways, the public ramp and apron area, the aircraft parking and storage space and other portions of the Airport (not including, however, any taxiways, the exclusive use of which is granted to the Lessee or any other person by lease, permit or otherwise.)

(w) "Unamortized Capital Investment" shall mean for purposes of this Lease, the amount of the Lessee's investment in the premises arising out of the performance by the Lessee of the construction work pursuant to and as set forth in and defined in Section 2 hereof with respect to the Passenger Terminal Facilities, after deduction therefrom of an amount equivalent to an allowance for depreciation and amortization; such allowance to be computed on a straight-line basis from the earlier of September 30, 1998 or the completion of the construction work (the date of the certificate of completion issued for the entire construction work under Section 2 hereof) to the end of the average useful life thereof (as determined under generally accepted United States accounting principles) or December 30, 2015, whichever is the shorter. (It is recognized that if there is an extension of the term of the letting under the Lease under Section 3A hereof the Lease Supplement as defined in said Section 3A would amend the said December 30, 2015 date to reflect the Extension Date as defined in Section 3A hereof). For purposes hereof, the calculation of the Unamortized Capital Investment of

the Lessee shall be based on, and shall not exceed, the amount of (Ex. 2.a.)

The foregoing computation to be made shall not take into consideration the effect of accelerated amortization, if any, granted to or taken by the Lessee on its books or otherwise under the provisions of Section 168(a) of Title 26 USCA or similar legislation hereafter enacted.

For purposes of this subparagraph (y) the Lessee's Cost in the Passenger Terminal Facilities as aforesaid shall be the lesser of (Ex. 2.a.) or an amount equal to the sum of: (i) the amounts paid by the Lessee to independent contractors for work actually performed and labor and materials actually furnished, inclusive of sales, use and like taxes where applicable, and (ii) the payments made and expenses incurred by the Lessee, in connection with such construction, for engineering, architectural, professional and consulting services, and the supervision of construction, provided, however, that such payments and expenses pursuant to this subdivision (ii) shall not exceed (Ex.2.a.) of the amounts described in subdivision (i); in each case, as the above-mentioned amounts, payments and expenses are evidenced, from time to time, by certificates of a responsible fiscal officer of the Lessee, sworn to before a notary public and delivered to the Port Authority, which certificates shall (a) set forth, in reasonable detail, the amounts paid to specified independent contractors, the payments made to other specified persons and the other expenses incurred by the Lessee, which have not previously been reported in certificates delivered to the Port Authority, (b) have attached thereto reproduction copies or duplicate originals of the invoices of such independent contractors and other persons acknowledging the receipt by them of such amounts and payments, and (c) certify that the amounts, payments and expenses therein set forth constitute the Lessee's Cost in the Passenger Terminal Facilities for the purposes of this Lease; all of the foregoing items being herein called "the Lessee's Cost in the Passenger Terminal Facilities".

For purposes of this Agreement, the Lessee's investment in the premises arising out of the performance by the Lessee of the construction work shall mean such amount, if any, by which the Lessee's Cost in the Passenger Terminal Facilities exceeds the sum of the total of all Construction Payments (as defined in Section 88 hereof) made by the Port Authority under said Section 88 for Eligible Construction Work. In no event shall the Lessee's Cost in the Passenger Terminal Facilities or the

Lessee's Unamortized Capital Investment include any amounts paid for or in connection with paid for the Off-Premises Work, including without limitation any of the Costs of the Off-Premises Vehicular Ramp Work as defined in Section 89 hereof, or any amounts paid for or in connection with any equipment, trade fixtures or other personal property of the Lessee.

All records of the Lessee with respect to the foregoing shall be kept at all times within the Port of New York District for a period of two (2) years after the final costs of all the construction work have been submitted by the Lessee to the Port Authority or the end of the term of the letting under the Agreement, whichever is later, and shall be subject to the audit and inspection of the Port Authority, its representatives and employees.

Section 86. In-Flight Meals

(1) If the Lessee desires to prepare, for its exclusive use, in-flight meals (as defined in Section 85 hereof) for consumption by passengers and crew on board aircraft operated by the Lessee or an Approved Sublessee and to deliver such meals to such aircraft it shall have the right to do so, individually or through a contractor of its own choice (which contractor shall not be another person engaged in the business of transportation by aircraft). If the Lessee does so directly, it shall do so only on space located outside the Central Terminal Area (as defined in Section 78 hereof). The foregoing, however, shall create no obligation on the part of the Port Authority to provide such space and shall in no way be deemed a commitment by the Port Authority that any such space shall be available. If the Lessee or an Approved Sublessee chooses to use an independent contractor, such contractor shall be a regular In-Flight Meal Operator by which is meant an operator authorized by the Port Authority to provide in-flight meals to Aircraft Operators at the Airport unless, in the opinion of the Lessee, all regular In-Flight Meal Operators are unsatisfactory to the Lessee, in which case the Lessee or an Approved Sublessee may employ any other contractor (other than another person engaged in the business of transportation by aircraft), satisfactory to the Port Authority, who will accept a permit from the Port Authority on the same terms and conditions including the same rates, fees or charges as imposed upon and required of the Port Authority's In-Flight Meal Operators.

(2) The Lessee shall have the further right, either directly or through an independent contractor of its choice, satisfactory to the Port Authority, or by arrangements, jointly with one or more other users at the Airport, to employ a

contractor, satisfactory to the Port Authority, to prepare outside the Airport and to deliver at the Airport to aircraft operated by the Lessee or an Approved Sublessee, in-flight meals for consumption by passengers and crew on board such aircraft, provided, however, that if the Lessee employs a contractor either alone, or, by arrangement, jointly with one or more other users at the Airport for the preparation, outside the Airport, of in-flight meals, then the Lessee shall cause such contractor to pay to the Port Authority the rate or rates which would be payable to the Port Authority by a regular Port Authority permittee for the off-Airport preparation or delivery, or both, of such in-flight meals to aircraft for consumption by passengers and crews on board such aircraft.

(3) (i) The Lessee has advised that it or its Approved Sublessees may use more that one independent contractor to furnish its or its Approved Sublessees' "in-flight meals" at the Airport but may not wish to have all of said contractors become permittees of the Port Authority under permits which require, as aforesaid, the permittees to pay fees at the rates imposed on the Port Authority's In-Flight Meal Operators upon gross receipts based on amounts the Lessee pays said contractors.

(ii) Should the Lessee elect not to have all its independent contractors be Port Authority permittees as aforesaid, it shall serve a written notice on the Port Authority to such effect which notice shall state that it elects the method of additional payment as hereinafter set forth and thereupon the Port Authority shall consent thereto provided that, in addition to the amounts payable to the Port Authority under paragraphs (1) and (2) above, the Lessee shall pay and the Lessee hereby agrees to pay to the Port Authority an amount determined by applying the rates referred to in subparagraph (i) above to the amounts payable by the Lessee to said independent contractors for "in-flight meals" or any part thereof delivered to the Lessee's or an Approved Sublessee's aircraft at the Airport (whether such delivery be by said independent contractor, the Lessee or another). The foregoing payments by the Lessee shall be made monthly on the 20th day of the month commencing with the first month immediately following the Lessee's notice and continuing each month thereafter up to and including the 20th day of the month following the expiration date hereof. The Lessee at any time on at least thirty (30) days' prior written notice to the Port Authority may change from its selection above and the Lessee may at any time advise the Port Authority that this paragraph (3) no longer applies to it based upon its representation, that it then shall make, that all payments made by it for in-flight meals as said term is defined above shall be made to its contractors

who are permittees of the Port Authority as "In-Flight Meal Operators".

(iii) It is hereby expressly recognized that the procedures allowed under this paragraph (3) are not included within the contemplation of the provisions of paragraphs (1) and (2) above and that the inclusion of the same within this paragraph (3) shall not constitute or be deemed to constitute any concession or agreement by the Port Authority that said procedures are not in violation of paragraphs (1) and (2) hereof.

(iv) It is expressly recognized and agreed that the foregoing provisions apply derivatively to each of the Approved Sublessees pursuant to the respective Consent Agreements and that each Approved Sublessee is thereby permitted, subject to its Consent Agreement, to exercise the rights described herein for itself only and for no other party, person or entity.

Section 87. Certain Environmental Testing and Clean-up Obligations

(a) (1) Attached hereto, hereby made a part hereof is an exhibit marked "Exhibit M" which consists of (i) an "Environmental Investigation-Terminal One-Summary Report-October 1992" and including its appendices and its compilation of reports and tests results of soil and water samples taken on various dates in November 1990, in April 1992 and in June 1992 (as set forth in Exhibit M) from a total of twenty-three (23) borings including ten (10) wells made on the premises and setting forth the levels of ethylene glycol, TPHC (Total Petroleum Hydrocarbons), volatile organic compounds, semi-volatiles and lead in the soil and upper aquifer of the premises and (ii) a "Terminal One-Environmental Investigation-Data Summary-September 1993" including its tables and its compilation of reports and tests results of soil and water samples taken on various dates between February 1993 and July 1993 (as set forth therein) from a total of 10 borings and 12 wells made at various locations on the premises, including, as to the water samples, hydropunches at 41 locations on the premises, setting forth the levels in the soil and aquifer of the premises, as to the soil samples of base neutrals, volatile organic compounds, metals, TPHC (Total Petroleum Hydrocarbons and Ethylene Glycol, and, as to the water samples, of volatile organic compounds including BTEX (Benzene, Toluene, Ethyl Benzene, and Xylene), TPHC (Total Petroleum Hydrocarbons), base neutrals and metals; all of the foregoing as more specifically named and set forth in Exhibit M; all of the aforesaid items for which the said samples were tested as set forth in Exhibit M are hereinafter collectively referred to as the "Analyzed Items".

(2) The Port Authority hereby represents to the Lessee that the aforesaid Exhibit M as attached hereto contains and sets forth tests results and a report of subsurface environmental investigations performed at the premises by or on behalf of the Port Authority prior to the execution of this Lease and for purposes of establishing the Initial Existing Condition as hereinafter defined.

(3) As aforesaid in subparagraph (1) above the Port Authority has taken samples on various dates between March and July 1993 from hydropunches at various locations on the premises selected by the Port Authority and the results thereof are, as aforesaid in subparagraph (1) above, set forth and form a part of Exhibit M.

(4) Further, the Lessee may, subject to the terms and conditions of Section 2 hereof and subject to the coordination requirements of paragraph (b) (4) below, take other samples from various locations on the premises selected by the Lessee and agreed to by the Port Authority which shall be analyzed by an independent laboratory, mutually acceptable to the Port Authority and the Lessee, for petroleum and/or hazardous substance characterization and the results thereof shall be set forth in a report prepared by such laboratory and upon delivery of such report and tests results to the Port Authority, such report and tests results shall become part of Exhibit M and of the Current Remediation on condition and provided that: (i) the said sampling and testing were done in accordance with a methodology approved by the Port Authority; (ii) no part of such tests results nor any such report shall become part of Exhibit M or of the Initial Existing Condition (as hereinafter defined) or of the Current Remediation unless all such samples, tests results and the report are completed prior to the earliest to occur of (x) the D.B.O. as defined in Section 4.I (a) (3) hereof, (y) the date set forth in Section 2 (d) (2) as the required completion date for the construction work under Section 2 hereof, or (z) the Estimated Current Remediation Completion Date (as hereinafter defined); (iii) that should such tests results and report list contaminants not now set forth in Exhibit M as attached hereto on the execution date of this Lease or indicate a higher level of any of the Analyzed Items set forth in said Exhibit M then such contaminant or contaminants and such higher level or higher levels shall become part of Exhibit M only if the Lessee proves to the reasonable satisfaction of the Port Authority that such contaminant or contaminants and such higher level or higher levels existed in the premises prior to the effective date of this Lease and provided, further, that such contaminant or contaminants and such higher level or higher levels were not

caused by or did not result from any act or omission of the Lessee or of any of its agents, contractors or representatives; it being expressly understood and agreed that any such newly discovered contaminant or contaminants and such higher level or higher levels not so made a part of Exhibit M shall be included within the Lessee's sole responsibilities for contaminants(s) and remediation at the premises under paragraph (c) hereof.

(5) The said reports and tests results set forth in Exhibit M (including any supplemental reports and tests results as called for under paragraph (b) hereof) and including a straight line interpolation methodology for the establishment and interpolation of the levels of the Analyzed Items for all portions of the premises state, for the purposes of this Lease, the levels of the Analyzed Items in the soil and upper aquifer in the premises and are hereinafter called the "Initial Existing Condition", and said reports and tests results and the results of any subsequent reports and tests which are made supplemental to or which may supersede those in Exhibit M or of the applicable portions thereof as provided for in paragraph (f) below as applied by the aforesaid methodology to all portions of the premises are hereinafter called the "Existing Condition".

(b) (1) It is hereby recognized by the parties hereto that as a result of the reporting of the Initial Existing Condition to the New York State Department of Environmental Conservation (herein called the "DEC") the DEC will require remediation of the Initial Existing Condition including all appropriate borings and wells required for said remediation (which remediation is hereinafter called the "Current Remediation") and that the Port Authority and the DEC are currently undertaking discussions to establish a level to which each of the Analyzed Items in the ground water and soil in the premises must be remediated by the Current Remediation (which level or levels as established for each of the Analyzed Items is hereinafter called a "Clean-Up Level"). It is understood and agreed solely with respect to and solely during and for the period of the Lessee's performance of the construction work under Section 2 hereof, such period commencing on the commencement date of this Lease through the earlier of (i) the D.B.O. as defined in Section 4.I (a) (3) hereof or (ii) date set forth in Section 2 (d) (2) as the required completion date for the construction work under Section 2 hereof, that said Current Remediation shall, as between the Lessee and the Port Authority, be deemed to include the remediation as may be required by the DEC of any contaminant or contaminants discovered by the Port Authority during the performance of the Current Remediation and not now set forth in Exhibit M, provided, however, that such contaminant or contaminants are reasonably determined by the Port Authority to

have been existing in the premises prior to the effective date of this Lease and provided, further, that such contaminant or contaminants were not caused by or did not result from any act or omission of the Lessee or of any of its agents, contractors or representatives; and Exhibit M shall be supplemented to include the reports and tests results of any such newly discovered contaminant or contaminants so included in the Current Remediation in accordance with the foregoing; it being expressly understood and agreed that any such newly discovered contaminant or contaminants not so made a part of the Current Remediation shall be deemed included within the Lessee's sole responsibilities for contaminant(s) and remediation at the premises under and subject to paragraph (c) hereof. Neither the provisions of this Section 87 nor any reference herein to the DEC or to the Port Authority's Current Remediation or to any governmental agency or agencies which may succeed to the DEC (as described in paragraph (c) (4) below) shall or shall be construed as waiving any statutory or regulatory or other rights of the Port Authority under applicable law (s).

(2) As between the Lessee and the Port Authority, and based on the Lessee's comprehensive plan and design of the construction work under Section 2 hereof, as and when approved by the Port Authority and as further described in and subject to paragraph (c) below, the Lessee shall not be responsible for the Current Remediation, except that the Lessee shall be responsible for any and all increased expenses including without limitation all costs and expenses relating thereto necessary, required, or appropriate as a result of, caused by, incidental to or triggered by any change in the said Lessee's comprehensive plan or any change in the design, method or scope of the construction work required under Section 2 hereof unless such change had theretofore received the prior review and written approval of the Port Authority including the Port Authority's express written consent in a writing signed by the Port Authority's Director of Aviation to the impact of such change on the Current Remediation (which remediation costs and expenses for which the Lessee is so responsible is hereinafter called the "Lessee's Incremental Costs of the Current Remediation").

(3) In connection with the Current Remediation, the Port Authority agrees that it will remove any and all underground storage tanks (which tanks are hereinafter called the "Existing Tanks") that it reasonably determines to have been existing in the premises prior to the effective date of this Lease (it being recognized and agreed that prior to the execution of this Lease the thirteen (13) underground storage tanks previously identified as existing on the premises have been removed therefrom). The Port Authority will remove any fuel

existing prior to the effective date of this Lease in the existing underground aviation hydrant fuel lines on the Site (as defined in Section 1 hereof) and render said lines inert; the foregoing not to limit, alter or vary any of the provisions of Section 2 hereof or any of the obligations, duties and liabilities of the Lessee thereunder.

(4) The Port Authority hereby recognizes that the Lessee may be performing the construction work, or portions thereof as the case may be, under Section 2 hereof concurrently with the performance of the Current Remediation and the Lessee hereby likewise recognizes that the performance of the Current Remediation may occur concurrently with the Lessee's performance of the construction work under Section 2, as aforesaid. The Port Authority agrees to consult with the Lessee in the scheduling of the Current Remediation and to coordinate such scheduling with the Lessee's scheduling of the construction work subject to the requirements of the DEC for the Current Remediation, as aforesaid so as to provide minimum interference with the Lessee's scheduling of the construction work and the Lessee likewise agrees to consult with the Port Authority in the Lessee's scheduling of the construction work and to coordinate such scheduling with the Port Authority's (or the DEC's) scheduling of the Current Remediation so as to provide minimum interference with the Current Remediation. Further, the Port Authority and the Lessee hereby agree to cooperate with each other, and to cause each of their respective contractors to cooperate with each other in the coordination of the scheduling of the Current Remediation by the Port Authority and its removal of the Existing Tanks and the performance by the Lessee of the construction work under Section 2 hereof. Solely for purposes of the foregoing (and not for any right of review or approval by the Lessee) the Port Authority will provide to the Lessee a copy of the remedial work plan or plans, including the scheduling, for the Current Remediation as and when the same is available and as approved by the DEC, at which time the Port Authority will notify the Lessee of the estimated completion dates (if there are phased completion dates) and the estimated completion date of the entire Current Remediation (said date as set forth in such notice is herein called the "Estimated Current Remediation Completion Date").

(5) Without limiting the generality of Section 73 hereof, it is agreed that if, upon the occurrence of either of the events set forth in items (x) and (y) of sub-subparagraph (i) below, the Lessee is actually and necessarily delayed, in the sole and reasonable opinion of the Chief Engineer of the Port Authority, in completing the construction work under Section 2 hereof by the date set forth in subparagraph (2) of paragraph (d) of said Section 2, then the said required date for completion of

the construction work shall be extended by the Port Authority to a new date to be set forth in a lease supplement (the "New Completion Date Lease Supplement") provided and subject, however, to all of the following terms and conditions:

(i) The cause of the delay (including a work stoppage) must meet the following conditions: (x) the cause of the delay (including a work stoppage) must arise, solely, in the sole and reasonable opinion of the Chief Engineer of the Port Authority, from the performance of the Current Remediation; or (y) the cause of the delay (including a work stoppage) must arise, solely, in the sole and reasonable opinion of the Chief Engineer of the Port Authority, from a new requirement of the DEC (or such other applicable governmental agency or agencies, if any, succeeding to or having concurrent jurisdiction with the DEC and which has jurisdiction over the operations of the Port Authority at the Airport or with whose governmental requirements the Port Authority has agreed to conform) for the Current Remediation.

(ii) In any event, even though a cause of delay (including a work stoppage) meets all the above conditions, an extension shall be granted only to the extent that (i) the performance of the construction work is actually and necessarily delayed and (ii) the effect of such cause cannot be anticipated and avoided or mitigated by the exercise of all reasonable precautions, efforts and measures (including planning, scheduling, rescheduling, and including the cooperation and coordination called for under subparagraph (4) of this paragraph (b)), whether before or after the occurrence of the cause of delay; and an extension shall not be granted for a cause of delay which would not have affected the performance of the construction work, or portion thereof, were it not for the fault of the Lessee or any contractor or subcontractor (at any tier) of the Lessee or for other delay for which the Lessee or any contractor or subcontractor (at any tier) of the Lessee is not entitled to an extension of time.

(iii) The period of any extension of time shall be that necessary to make up the time actually lost, subject to the provisions of this subparagraph (5), and shall be only for the portion of the construction work actually delayed. The Chief Engineer of the Port Authority may defer all or part of his decision on an extension and any extension may be rescinded or shortened if it subsequently is found that the delay can be overcome or reduced by the exercise of reasonable precautions, efforts and measures (including the

coordination and cooperation called for under subparagraph (4) of this paragraph (b)).

(iv) The Port Authority shall not in any event have any liability or obligation to the Lessee or to any other person, party or entity, including without limitation any contractor or subcontractor (at any tier) of the Lessee, for any increase in the costs of the construction work, or any portion thereof, or for any remedy or damages, monetary or otherwise, at law or in equity, arising from, relating to or in any way in connection with any such delay (including stoppage); nor shall any such cause, delay or stoppage result in or entitle the Lessee to any abatement, reduction, diminution or suspension of any rental or other payment obligation hereunder.

(v) (x) As a condition precedent to an extension of time, the Lessee shall give written notice to the Chief, Engineer of the Port Authority within 72 hours after the time when the Lessee knows or should know of any cause which might under any circumstances result in delay for which it claims or may claim an extension of time (including those causes which the Port Authority is responsible for or has knowledge of), specifically stating that an extension is or may be claimed, identifying such cause and describing, as fully as practicable at the time, the nature and expected duration of the delay and its effect on the various portions of the construction work. Since the possible necessity for an extension of time may materially alter the scheduling, plans and other actions of the Port Authority, and since, with sufficient opportunity, the Port Authority might if it so elects attempt to mitigate the effect of a delay for which an extension of time might be claimed, and since merely oral notice may cause disputes as to the existence or substance thereof, the giving of written notice as above required shall be of the essence of the Lessee's rights and obligations hereunder and failure of the Lessee to give written notice as above required shall be a conclusive waiver of an extension of time.

(y) It shall in all cases be presumed that no extension of time is due unless the Lessee shall affirmatively demonstrate to the reasonable satisfaction of the Chief Engineer of the Port Authority that it is. To this end, and in addition to and without limiting any other term or provision of this Agreement, the Lessee shall maintain adequate records supporting any claim for an extension of time, and in the absence of such records, the foregoing presumption shall be deemed conclusive.

(vi) In the event the Lessee is granted an extension of the time required for the completion of the construction work pursuant to and under this subparagraph (5), the extended date for the completion of the construction work shall be set forth in a supplement to the Lease (called herein the "New Completion Date Lease Supplement") which New Completion Date Lease Supplement shall be effective only upon full execution and delivery by the parties hereto and which shall set forth, in addition to the said new extended date, the following:

(x) the amounts of the Deferred Basic Rental payable by the Lessee pursuant to Section 4 hereof, as recalculated, in the same manner as the original calculation, to reflect the extended period for the Lessee's completion of the construction work;

(y) an amended definition of DBO (now set forth in Section 4 hereof) to reflect the extended required completion date; and

(z) appropriate provisions to reflect that the annual basic rental set forth in Section 4 I (a) (2) hereof will commence on the DBO as the definition of DBO is to be amended by and set forth in the New Completion Date Lease Supplement.

(c) Without limiting the generality of Section 43 (c) or of paragraph (b) hereof or any other term or provision of the Lease, the Lessee agrees to accept the premises "as is" and, except as set forth in subparagraphs (1) through (7) below, to be solely responsible for any and all contaminants, and any and all soil and ground water or other contamination and remediation (including without limitation the Lessee's Incremental Costs of the Current Remediation) thereof, in and on the premises including without limitation all costs and expenses thereof and any and all claims, penalties or other expenses relating thereto. The Lessee shall not be responsible for the following remediation of and contamination in and on the premises:

(1) the Current Remediation except for the Lessee's Incremental Costs of the Current Remediation;

(2) the removal of the Existing Tanks as described in subparagraph (b) above;

(3) contamination of soil and ground water caused by the acts and omissions of the Port Authority;

(4) remediation (exclusive of the Lessee's Incremental Costs of the Current Remediation) of the Existing Condition required solely by the DEC (or such other applicable governmental agency or agencies, if any, succeeding to or having concurrent jurisdiction with the DEC and which has jurisdiction over the operations of the Port Authority at the Airport or with whose governmental requirements the Port Authority has agreed to conform) lowering below the Clean-Up Level for an Analyzed Item, the level the DEC will accept on the premises of such Analyzed Item;

(5) contamination caused solely by the flow of ground water or the leaching of soil from outside the premises.

(6) contamination and contaminants existing in or on the premises prior to the effective date of this Lease which are discovered subsequent to the establishment of the Existing Condition and are not listed in Exhibit M and the remediation thereof; except that the Lessee shall be solely responsible for such contamination and contaminants and the remediation thereof if (i) the Lessee is not able to or does not establish or prove to the reasonable satisfaction of the Port Authority that such contamination and contaminants in fact existed in or on the premises prior to the effective date of this Lease, or (ii) if any such contamination or contaminants were caused by or resulted from any act or omission of the Lessee or of any of its agents, contractors or representatives, or (iii) if the Lessee proceeds with a Future Project without a Future Remediation Supplement, as such terms are defined in and more fully described in subparagraph (f) below and subject thereto.

(7) remediation of soil which is excavated by the Lessee in order for it to perform the construction work pursuant to and under Section 2 hereof and during the course of the construction work under Section 2 hereof and which soil is not used at the Site (as defined in Section 1 hereof); provided that (i) the Lessee shall deliver such soil at its expense to an on-Airport location as designated by the Port Authority, (ii) the contaminant or contaminants in such soil were not caused by or did not result from any act or omission of the Lessee, and (iii) the Lessee is able to prove to the reasonable satisfaction of the Port Authority that such

contaminant or contaminants, if not listed in Exhibit M, in fact existed in the premises prior to the effective date of this Lease.

(d) Without limiting any other term or provision of this Lease, if the Lessee wishes to perform any construction or alteration work on or in the premises other than the construction work under and as defined in Section 2 hereof, each such construction or alteration project or work exclusive of the construction work under Section 2 hereof being herein called a "Future Project", (it being expressly understood and agreed that this paragraph (d) shall not apply to the said construction work under Section 2 of this Lease) and to request that the Port Authority share in the cost and obligation of remediation of the Analyzed Items at or below the Existing Condition to be performed as part of or in connection with such Future Project, the Lessee shall so notify the Port Authority, such notice to be given in accordance with the terms and provisions of Section 44 of the Lease, prior to or upon its submission to the Port Authority of its alteration or construction application covering such Future Project. After receipt of such notice the Lessee and the Port Authority shall meet and discuss what remediation is to be performed as part of and in connection with such Future Project and how such remediation of the Analyzed Items at or below the Existing Condition will be accomplished and paid for. The Lessee and the Port Authority understand and agree that it is not the intention of the Port Authority to hereby approve any Future Project nor to agree or imply agreement or obligate itself to approve any Future Project or to perform, pay or reimburse the Lessee for the cost of any remediation or any portion thereof and that any such agreement and obligation on the part of the Port Authority can arise only upon specific acceptance and agreement thereto by the Port Authority in writing in an agreement supplemental to this Agreement, (which supplemental agreement to this Lease is herein called a "Future Work Remediation Supplement"). The Lessee understands that the agreement of the Port Authority to pay for or perform any remediation for a Future Project and to enter into a Future Work Remediation Supplement shall be at its sole and complete discretion; that the Port Authority may approve a Future Project without agreeing to assume any obligation with respect to the remediation associated therewith; and that any agreement of the Port Authority to assume any obligations with respect to any remediation may be subject to the specific approval of the Board of Commissioners of the Port Authority and the gubernatorial veto of the States of New York and New Jersey. If there is a Future Work Remediation Supplement for a Future Project, then the performance and payment for the Future Work Remediation performed as part of and in connection with such Future Project shall be as set forth therein. However,

if the Lessee proceeds with any Future Project pursuant to an agreement supplemental to this Lease or an approved alteration or construction application or otherwise without a Future Work Remediation Supplement, the Lessee in accordance with paragraph (c) hereof shall be responsible for the performance, payment and costs of any and all the remediation for or in connection with such Future Project. Without limiting the terms and provisions of Section 2 or Section 48 of the Lease, nothing in this paragraph (d) is intended to or shall obligate the Lessee to proceed with any Future Project.

(e) Without limiting the generality of the provisions of Section 24 of this Lease, the Port Authority and its contractors, representatives and designees (including without limitation representatives of the DEC and of such other governmental agency or agencies as described in subparagraph (c) (4) hereof) shall have the right but not the obligation to enter upon the premises upon forty-eight (48) hours' notice (or such shorter notice period as may be required by the DEC or such governmental agency or agencies as described in subparagraph (c)(4) hereof) to the Lessee to conduct testing and related activities from the wells made by borings referred to in paragraph (a) above, to make additional borings and wells and to conduct testing and related activities therefrom, and to perform such activities as shall be necessary to perform the Current Remediation and removal of Existing Tanks as and to the extent set forth in paragraph (b) above and to otherwise remediate the Existing Condition to the extent the Lessee is not required to do so by this Section 87 including but not limited to conducting pumping from the wells made by borings referred to in paragraph (a) above and in this paragraph (e). In the exercise of the foregoing rights the Port Authority shall not unreasonably interfere with the use and occupancy of the premises by the Lessee.

(f) If after any remediation performed on the premises, whether by the Lessee, the Port Authority or a third party (ies), the Port Authority shall sample and test the soil and/or aquifer of the premises or portions thereof and shall set forth the results of such samplings and tests in a report (it being understood however that the Port Authority shall not have any obligation to perform such sampling, testing or to set forth such results in a report), upon delivery of such report and test or tests results to the Lessee, such report and test or tests results shall supersede and replace Exhibit M or the applicable portions thereof if the test or tests results and reports are of Analyzed Items which have been previously tested and the results thereof reported in Exhibit M from the same well or boring or a new well or boring which is immediately adjacent to such well or

boring and shall supplement Exhibit M or the applicable portions thereof if the test or tests results and reports would not supersede any test or tests results and reports in Exhibit M as aforesaid, and the said results of such report setting forth the levels of the Analyzed Items in the soil and/or aquifer of the premises together with those portions of Exhibit M which have not been replaced shall thereafter upon such delivery thereafter to the Lessee be and be deemed to be the "Existing Condition" under this Section 87; provided, however, and notwithstanding the foregoing, and subject to and in accordance with paragraph (c) above, in no event shall the level of any Analyzed Item in any Existing Condition be above the level for such Analyzed Item as set forth in the Initial Existing Condition or the lowest level to which such Analyzed Item has been remediated.

(g) Without limiting the generality of the provisions of Section 14 of the Lease, the Lessee agrees to protect and maintain the wells made by the borings referred to in paragraphs (a) and (e) above and shall repair any damage thereto not caused by the activities of the Port Authority or its designees, if any, pursuant to paragraphs (e) and (f) above. If in connection with the construction work under Section 2 hereof it is necessary to fill any of the said wells, then, provided that such filling is permitted or approved by the Port Authority and provided that the Current Remediation may in the determination of the Port Authority proceed with a replacement well or wells, the Lessee shall perform all work (other than the filling of the well or wells) necessary or required for a replacement well or wells in accordance with the terms and provisions of the Lease and the related Construction Application (s) to be submitted by the Lessee covering such work in accordance with Section 2 hereof, as the same may be approved by the Port Authority, and, further, the Lessee hereby agrees that all costs and expenses for and in connection with the drilling of a new well or wells to replace the filled well or wells shall be borne solely by the Lessee without any reimbursement from the Port Authority. The obligation of the Lessee to protect and maintain the wells as set forth in the first sentence of this paragraph (g) shall be deemed to also pertain and apply to any and all such replacement wells.

(h) The Lessee acknowledges that as separate consideration to the Port Authority in entering into this Lease with the Lessee, the Lessee agrees that it shall not use the Existing Tanks. The Lessee may, subject to all the other terms and conditions of the Lease, conduct fueling operations from underground storage tanks provided such storage tanks shall be located at a location on the premises approved by the Port Authority and shall be installed in accordance with the terms and

provisions of this Lease (including without limitation Sections 2 and 48 hereof).

(i) The Port Authority acknowledges to the Lessee that the Lessee shall have no responsibilities or obligations whatsoever with respect to the Existing Tanks and agrees with the Lessee that the Port Authority will comply with applicable laws, ordinances and regulations, if any, with respect to the Existing Tanks.

(j) Nothing in this Section 87 shall limit, modify or otherwise alter the rights and remedies which the Port Authority or Lessee may have against third parties at law, equity or otherwise.

Section 88. Port Authority Construction Payments - On-Premises Roadway Work and Certain Off-Premises Utilities Construction

(a) Definitions:

The following terms as used in this Agreement shall have the respective meanings given below:

(1) Each payment made by the Port Authority to the Lessee or any contractor, architect, supplier, subcontractor or any other person engaged by the Lessee or any of its contractors in the performance of any part of the Eligible Construction Work pursuant to paragraph (b) of this Section 88 is referred to herein as a "Construction Payment". The date of each payment by the Port Authority of a Construction Payment is herein referred to as a "Construction Payment Date".

(2) The term "Construction Payment Amount" shall mean the total of all Construction Payments paid by the Port Authority to the Lessee or any contractor, architect, supplier, subcontractor or any other person engaged by the Lessee or any of its contractors in the performance of any part of the Eligible Construction Work pursuant to paragraph (b) hereof, plus the Accrued Amount as set forth in subparagraph (3) hereof.

(3) The term "the Accrued Amount" shall mean the monthly amount, calculated on the last day of the each calendar month, equal to the product obtained by multiplying the Accrued Amount Monthly Factor by the daily average of the amount of the Construction Payment Amount (including any previously calculated Accrued Amount) during said month, for each month during the period commencing on the first Construction Payment Date and

ending on the day preceding the Monthly Additional Rental Commencement Date.

(4) (i) The term "Accrued Amount Monthly Factor" shall mean with respect to the Accrued Amount of the Construction Payment Amount the quotient resulting from dividing the sum of the "RBI Rate" (as defined below) plus one hundred seventy-five basis points (that is 1.75%), by 12.

(ii) "RBI Rate" as applicable to and determined for each Accrued Amount hereunder shall mean the percentage reported as the weekly index of the Bond Buyer Revenue Bond Index as reported in the publication "The Bond Buyer" during the calendar week immediately preceding the applicable Construction Payment Date. In the event that the Bond Buyer or its weekly Bond Buyer Revenue Bond Index shall be discontinued during the term of this Agreement, a comparable substitute for such Index shall be mutually agreed upon in writing by the Lessee and the Port Authority within thirty (30) days after such discontinuance. In the event that the Lessee and the Port Authority shall fail to agree upon such a substitute within the time hereinabove specified then upon notice of either party such dispute shall be disposed of by arbitration in accordance with then existing rules of the American Arbitration Association or any successor association. One half of the cost of said arbitration shall be borne by the Port Authority and the other half of said cost shall be borne by the Lessee.

(5) The term "Final Date" as used herein shall, with respect to the Eligible Construction Work, mean the earlier occurring of (i) the last day of the twelfth month after that month in which the certificate of the Lessee pursuant to subparagraph (1) of paragraph (j) of Section 2 of the Lease is delivered to the Port Authority or (ii) July 31, 1999.

(6) The term "Eligible Construction Work" shall mean that portion of the construction work (as defined in Section 2 hereof) which consists of the On-Premises Roadway Work as defined in Section 2 (a) (viii) hereof and that portion of the construction work (as defined in Section 2 hereof) which consists of the Off-Premises Utilities Construction as defined in Section 2 (b) (iii) hereof.

(7) The term the "Cost of the Eligible Construction Work" shall mean the sum of the following amounts and costs, and such amounts and costs only, actually paid by the Lessee or the Port Authority to the extent that the inclusion of the same is permitted by sound accounting practices consistently applied:

(i) Amounts equal to the actual net cost in money of the payments actually paid by the Lessee or the Port Authority to independent third party contractors or costs actually incurred for work actually performed and labor and materials actually furnished in connection with the construction of the Eligible Construction Work; plus

(ii) Amounts actually paid by the Lessee in connection with the Eligible Construction Work for engineering, architectural, professional and consulting services and supervision of construction provided, however, payments under this item (ii) shall not exceed fifteen percent (15%) of the amounts paid under item (i) above.

Amounts as set forth in items (i) and (ii) above shall be included in the Cost of the Eligible Construction Work only to the extent that the inclusion of the same is permitted by sound accounting practices consistently applied. Additionally, the Cost of the Eligible Construction Work shall include only that work performed by the Lessee in accordance with all the terms and provisions of (x) this Lease, (y) the final Construction Application(s) (including the final plans and specifications) as approved by the Port Authority pursuant to subparagraph (2) of paragraph (d) of Section 2 hereof and (z) the approval letter covering the work, if any, performed pursuant to paragraph (f) of Section 2 hereof, and the Cost of the Eligible Construction Work shall not include either the Cost of the Eligible Construction Work which although performed pursuant to an approved plan or specification is not incorporated in the final plans and specifications as approved by the Port Authority or the cost of altering such Eligible Construction Work. In no event shall the cost of altering such Eligible Construction Work include any amounts paid for or in connection with any trade fixtures or other personal property of the Lessee. The Cost of the Eligible Construction Work shall not include any cost or work for which the Port Authority makes a payment under Section 89 hereof.

(b) (1) The Port Authority shall pay, on behalf of the Lessee, persons who present claims for payment by the Lessee for the Cost of the Eligible Construction Work, as follows: (i) On the tenth day of the calendar month following the month in which the full execution and delivery of this Agreement occurs and on the tenth day of each calendar month thereafter (but not more often than once a month) up to and including the calendar month in which the last certificate described hereunder is delivered to the Port Authority by the Lessee, the Lessee

shall deliver to the Port Authority a certificate which shall be signed by a responsible fiscal officer of the Lessee, sworn to before a notary public, and shall set forth the items specified in this paragraph (b). Each certificate shall set forth a representation by the Lessee that the Lessee will apply the Construction Payment only to the Cost of the Eligible Construction Work and for no other purpose whatsoever. Each certificate shall certify the sum of: (i) the amounts equal to the actual net cost in money of the claims of independent contractors for payments actually made or costs actually incurred by the Lessee or independent third party contractors for work actually performed and labor and materials actually furnished in connection with the Eligible Construction Work; and (ii) the amounts of claims for payment or costs actually incurred in connection with the Eligible Construction Work for engineering, architectural, professional, consulting services and supervision of construction, which amounts under items (i) and (ii) of this paragraph (b) shall be determined and limited as provided in item (ii) of subparagraph (a) above (it being understood that payments under this item (ii) shall not exceed fifteen percent (15%) of the amounts paid under item (i) above and shall only apply to payments not included in a prior certificate; provided, however, that the said 15% limitation shall not apply to amounts as provided in this item (ii) to limit the reimbursement to the Lessee in the early stages of construction. Any payment by the Port Authority which may exceed the limitation set forth in such items (a) (7) (i) and (ii) above shall be promptly refunded to the Port Authority upon demand. Each such certificate for the Eligible Construction Work shall also first, set forth, in reasonable detail, the amounts claimed for payment to specified independent third party contractors and the payments made to other specified persons separately listed for each of the Lessee's contractors and by trade breakdown and as attributable to either On-Premises Roadway Work or Off-Premises Utilities Construction of the Eligible Construction Work covered by each such certificate which have not previously been reported in certificates delivered to the Port Authority; second, have attached thereto reproduction copies or duplicate originals of the invoices of such independent third party contractors and other persons; third, set forth, in such detail as shall be required by the Port Authority, the amounts of the costs incurred by the Lessee which have not previously been reported in certificates delivered to the Port Authority; and fourth, certify that the amounts, claims for payments and costs therein set forth constitute portions of the Cost of the Eligible Construction Work. Each such certificate shall also set forth the total cumulative payments certified by the Lessee to the Port Authority for payment for the entire Eligible Construction Work and for each phase thereof broken down by trade as reported in

certificates submitted to the Port Authority from the commencement of such Eligible Construction Work to the date of the certificate, and each such certificate shall also contain a certification by the Lessee that each portion of the Eligible Construction Work covered by said certificate has been performed in accordance with the terms of the Lease. The Port Authority shall pay to the respective claimants the amounts certified by the Lessee to be paid or costs incurred during the period covered by such certificate, as certified in such certificate, but only to the extent that such amounts or costs or any portion thereof have not theretofore been included in a Construction Payment) provided, however, in the event the Lease is not in full force and effect, or if the Lessee shall be under a notice of termination of the Lease, or in default under any term or provision thereof, the Port Authority shall have the right, in its discretion, to withhold the payment of any Construction Payment, provided, further, no payment or withholding of a Construction Payment shall waive or be deemed to have waived any rights of the Port Authority with respect to the termination of the Lease or to a default by the Lessee under any term or provision thereof, or to the withholding or payment of future Construction Payments. It is hereby understood and agreed that nothing in this Section 88 shall be or be deemed to be for the benefit of any contractor of the Lessee. In addition, no Construction Payments shall be made by the Port Authority to the Lessee until the Lessee shall have paid all amounts included by it in previously submitted certificates (unless such amounts are being withheld by the Lessee pursuant to Section 2 (d) (3) hereof and the amount of such withheld sum shall have been deducted from the amount of a Construction Payment) and until the Lessee shall have submitted to the Port Authority copies of cancelled checks for, or other evidence of payment aforesaid with respect to, all invoices submitted in previous certificates. The Port Authority shall have the right to make payments directly to contractors upon the submission of appropriate invoices and corresponding release and waivers of lien. In the event the Port Authority elects to make any direct payment to a contractor of the Lessee without first having received from the Lessee certification for payment of such amount, each such direct payment shall be deemed to have been made to the Lessee and to the extent of such payment by the Port Authority the Port Authority shall be released of any further obligation with respect to such payment, and the Port Authority shall send to the Lessee at the time of making such direct payment a notice thereof setting forth the name of the contractor to whom payment was made and the amount of such payment. 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 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. The certificate shall also contain such further information and documentation with respect to the Cost of the Eligible Construction Work as the Port Authority may from time to time require, which information, documentation and certification shall be given on such forms as may be adopted by the Port Authority.

(3) The Lessee shall mark as "Final" its final certificate covering the Eligible Construction Work which shall be sworn before a Notary Public and certified by a responsible fiscal officer of the Lessee. After submitting the said Final certificate the Lessee shall submit no further certificate hereunder. The Lessee shall not submit any certificate for the Cost of the Eligible Construction Work later than the Final Date as defined in paragraph (a) (5) hereof.

(4) In addition to any and all other information required to be submitted pursuant to the Lease, the Lessee shall furnish to the Port Authority information concerning cost and timing of construction of the Eligible Construction Work as may be requested by the Port Authority from time to time including but not limited to, the following:

(A) The Lessee's original detailed cost projections for the entire Eligible Construction Work, accompanied by a certification signed by an independent engineering consultant, to the effect that the cost projections submitted by the Lessee are accurate, and that the same represent a reasonable price for the work in question;

(B) Reports of the full-time resident engineer hired by the Lessee's architect pursuant to subparagraph (4) of paragraph (d) of Section 2 of the Lease, and reports of the Lessee's Chief Architect, which reports or log must contain reports as to activity conducted in connection with the Eligible Construction Work for each and every day that such activity occurred from the commencement of the work to the date of submission;

(C) A certification signed by the Lessee's architect or architects certifying the value of work in place, both on and off the site; and

(D) Accurate, readable and complete copies of all change orders, extra work authorizations,

design change authorizations and purchase orders in connection with the Eligible Construction Work.

(c) If for any reason, including but not limited to circumstances arising out of work performed pursuant to paragraph (f) of Section 2 hereof or as the result of a redesign of the construction work (as defined in Section 2 (a)(1) hereof) or any portion thereof by the Lessee, the construction of the Eligible Construction Work or any portion thereof is not performed in accordance with the terms and provisions of (i) this Lease, (ii) the Construction Application (including the final plans and specifications) as finally approved by the Port Authority pursuant to paragraph (d) of Section 2 hereof, and (iii) the approval letter covering the work, if any, performed pursuant to paragraph (f) of Section 2 hereof, it is understood and agreed that the Port Authority shall not be obligated to make any Construction Payments nor shall the Construction Payment Amount include any amount for such work or any costs in connection with the removal, restoration, modification, correction or change required to cause such work to comply with such terms and provisions, and in the event that the Port Authority shall have made a Construction Payment for such work, the Port Authority shall have the right to withhold and credit future Construction Payments against any such amount or, upon demand of the Port Authority, the Lessee shall pay to the Port Authority the amount of any such Construction Payment or portion thereof covering such work.

(d) In addition to the certificates set forth in paragraph (b) above, and as a condition to the making of further Construction Payments, the Lessee shall notify the Port Authority, in writing, at least fifteen (15) days in advance of the date the Lessee shall submit any certificate under said paragraph (b) requesting a Construction Payment which, when paid by the Port Authority, would cause the Construction Payment Amount to exceed (Ex. 2.a.)

(e) The entire obligation of the Port Authority under the Lease for the Cost of the Eligible Construction Work shall be limited in amount to a total sum of (Ex. 2.a.) provided, however, that such obligation shall be further limited in time to Eligible Construction Work covered by certificates as set forth said paragraph (b) properly submitted in accordance with and under paragraph (b) above on or prior to the Final Date as defined in paragraph (a) above.

(f) The Lessee shall promptly submit to the Port Authority further information, including but not limited to its

estimate of the amounts and times of the various claims it will be certifying for payment and costs it will be incurring in connection with the Cost of the Eligible Construction Work as the Port Authority may from time to time, and at any time, request, and shall be available itself or cause its architect or engineer to be available for consultation in connection with payment certificates submitted pursuant to paragraph (b) of this Section.

(g) In addition to and without limiting any other term or provision of this Lease, the Port Authority shall have the right at any time and from time to time by its agents, employees and representatives to audit and inspect during regular business hours the books, records and other data of the Lessee relating to the Cost of the Eligible Construction Work, or any part thereof, and relating to the construction work or any portion thereof, and any and all invoices covering or relating to the construction work, or the Eligible Construction Work, or any portion thereof; it being expressly agreed and understood that the Port Authority shall not be bound by any prior audit conducted by it. The Lessee agrees to keep such books, records and other data within the Port of New York District, but the Lessee shall not be required to maintain any such books, records and other data for more than ten (10) years after the Lessee has delivered the certificate marked "Final" called for under paragraph (b) above.

(h) The parties recognize that one or more of the contracts to be entered into by the Lessee for the performance of the construction work may cover the construction of portions of the construction work the costs of which pursuant to the terms of this Lease are not to be nor to become a part of the Cost of the Eligible Construction Work. The Lessee shall, at all times maintain, and each certificate submitted to the Port Authority hereunder shall set forth, a proper breakdown and allocation of costs and payments as between the Eligible Construction Work and the other portions of the construction work, and the Lessee shall ensure that each applicable contract provides for such breakdown and allocation. The foregoing breakdown and allocation of costs shall apply as well to the costs and amounts of the type set forth in paragraph (a) (7) (ii) of this Section. In submitting the statements and certificates required of the Lessee hereunder, the Lessee shall in such event specifically and separately state the amounts covered by said contracts for portions of the construction work the costs of which are not to be a part of the Cost of the Eligible Construction Work. Moreover the Lessee shall specifically and separately set forth therein the Cost of the Eligible Construction Work as defined in paragraph (a) hereof. In the event the Port Authority questions the appropriateness or correctness of the amounts set forth by the

Lessee, the Port Authority shall advise the Lessee to such effect and the Port Authority and the Lessee shall meet with each other in an attempt to agree upon and resolve their differences with respect thereto. If the Lessee has included in any portion of the Cost of the Eligible Construction Work any item 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 such element of cost under sound accounting practice or to the Cost of the Eligible Construction Work, or does not represent an appropriate division of the costs of a particular contract which are required to be designated according to time of performance or delivery, and the parties have been unable to resolve their differences within 90 days after Port Authority gave its notice objecting to the same, the Port Authority's decision as to the nature of the item of construction cost shall be final.

(i) In the event that a Port Authority audit shall disclose that amounts paid by the Port Authority exceed the Cost of the Eligible Construction Work based upon certificates or otherwise, then upon ten (10) days demand, the Lessee shall immediately pay to the Port Authority an amount equal to the excess amount paid by the Port Authority.

Section 89. Off-Premises Vehicular Ramps - Port Authority Limited Payments

I. (a) As used herein: (1) the term the "Costs of the Off-Premises Vehicular Ramps Work" shall mean the sum of the following amounts and costs, and such amounts and costs only, actually paid by the Lessee or the Port Authority to the extent that the inclusion of the same is permitted by generally accepted accounting principles consistently applied:

(i) Amounts equal to the actual net cost in money of the payments actually paid by the Lessee or the Port Authority to independent third party contractors for work actually performed and labor and materials actually furnished in connection with the construction of the Off-Premises Vehicular Ramps Work (as defined in Section 2 (b) (i) hereof) as part of the construction work under Section 2 hereof; and

(ii) Amounts actually paid by the Lessee in connection with the Off-Premises Vehicular Ramps Work for engineering, architectural, professional and consulting services and supervision of construction for the Off-Premises Vehicular Ramps Work; provided, however, that payments under this item (ii) shall not exceed eighteen percent (18%) of the amounts paid under item (i) above.

(2) The term the "Port Authority's Share of the Costs of the Off-Premises Vehicular Ramps Work" shall mean the sum of the above items (i) and (ii) with respect to the Off-Premises Vehicular Ramps Work but limited in amount to (Ex. 2.a.)

(b) It is specifically understood and agreed that notwithstanding anything to the contrary herein, all costs and expenses of the Off-Premises Vehicular Ramps Work shall be borne solely by the Lessee without reimbursement or payment by the Port Authority except to the extent provided for herein with respect to, and properly includable in, the Cost of the Off-Premises Vehicular Ramps Work and also subject to the limitation set forth in subparagraphs (a) and (d) hereof.

(c) (1) The Port Authority shall pay on behalf of the Lessee, persons who present claims for payment by the Lessee for the Costs of the Off-Premises Vehicular Ramps Work but solely to the extent of the Port Authority's Share of the Costs of the Off-Premises Vehicular Ramps Work, as follows: On the tenth day of the calendar month following the full execution of the Lease and on the tenth day of each calendar month thereafter (but not more often than once a month) up to and including the calendar month in which the last certificate described hereunder is delivered to the Port Authority by the Lessee, the Lessee shall deliver to the Port Authority a certificate which shall be signed by a responsible fiscal officer of the Lessee, sworn to before a notary public and which shall set forth a representation by the Lessee that it will apply the payment made by the Port Authority hereunder only to the Costs of the Off-Premises Vehicular Ramps Work and for no other purpose whatsoever. Such certificate shall certify the sum of (i) the amounts equal to the actual net cost in money of the claims of independent contractors for payments actually made or costs actually incurred by the Lessee or independent third party contractors for work actually performed and labor and materials actually furnished in connection with the Off-Premises Vehicular Ramps Work; and (ii) the amounts of claims for payment or costs actually incurred in connection with the Off-Premises Vehicular Ramps Work for engineering, architectural, professional and consulting services and supervision of construction which amounts under items (i) and (ii) of this paragraph (c) (i) shall be determined and limited as provided in item (ii) of subparagraph (a) above (it being understood that, with respect to the Cost of the Off-Premises Vehicular Ramps Work payments under this item (ii) shall not in the aggregate exceed eighteen percent (18%) of the total of all amounts paid under item (i) above with respect to the Off-Premises Vehicular Ramps Work and shall only apply to payments not included in a prior

certificate). Any payment by the Port Authority which may exceed the limitation set forth in (ii) above shall be promptly refunded to the Port Authority upon demand. Each such certificate shall also first, set forth, in reasonable detail, the amounts claimed for payment to specified independent third party contractors and the payments made to other specified persons separately listed for each of the Lessee's contractors and by trade breakdown and as attributable to the Off-Premises Vehicular Ramps Work covered by each such certificate which have not previously been reported in certificates delivered to the Port Authority; second, have attached thereto reproduction copies or duplicate originals of the invoices of such independent third party contractors; third, set forth, in such detail as shall be required by the Port Authority the amounts of the costs incurred by the Lessee which have not previously been reported in certificates delivered to the Port Authority; and fourth, certify that the amounts, claims for payments and costs therein set forth constitute portions of the Costs of the Off-Premises Vehicular Ramps Work. Each such certificate shall also set forth the total cumulative payments certified by the Lessee to the Port Authority for payment for the entire Port Authority Share of the Costs of the Off-Premises Vehicular Ramps Work and for each phase thereof broken down by the trade as reported in certificates submitted to the Port Authority from the commencement of the Off-Premises Vehicular Ramps Work to the date of the certificate, and each such certificate shall also contain a certification by the Lessee that each portion of the Off-Premises Vehicular Ramps Work covered by said certificate has been performed strictly in accordance with the terms of the Lease. Each such certificate shall, subject to Port Authority review and audit, also contain a separate breakdown and statement of the Costs of the Off-Premises Vehicular Ramps Work consistent with and pursuant to the provisions of paragraph (e) of Section 2 hereof and the allocation required thereunder.

(2) The Port Authority shall pay to the respective claimants the amounts certified by the Lessee to be paid or costs incurred 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 paid by the Port Authority pursuant to a prior certificate theretofore been included in a Construction Payment, provided, however, in the event the Lease is not in full force and effect, or if the Lessee shall be under a notice of termination of the Lease, or in default under any term or provision thereof, the Port Authority shall have the right, in its discretion, to withhold the payment of any payment under this Section 89 provided, further, no payment or withholding of a payment under this Section 89 shall waive or be deemed to have waived any rights of the Port

Authority with respect to the termination of the Lease or to a default by the Lessee under any term or provision thereof, or to the withholding or payment of future payment under this Section 89. In addition, no payments under this Section 89 shall be made by the Port Authority to the Lessee until the Lessee shall have paid all amounts included by it in previously submitted certificates and until the Lessee shall have submitted to the Port Authority copies of cancelled checks for, or other evidence of payment aforesaid with respect to, all invoices submitted in previous certificates. The Port Authority shall have the right to make payments directly to contractors upon the submission of appropriate invoices and corresponding release and waivers of lien. In the event the Port Authority elects to make any direct payment to a contractor of the Lessee without first having received from the Lessee certification for payment of such amount, each such direct payment shall be deemed to have been made to the Lessee and to the extent of such payment by the Port Authority the Port Authority shall be released of any further obligation with respect to such payment, and the Port Authority shall send to the Lessee at the time of making such direct payment a notice thereof setting forth the name of the contractor to whom payment was made and the amount of such payment. It is understood that at the election of the Port Authority no payment will be made if the Port Authority's inspection, review 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. The certificate shall also contain such further information and documentation with respect to the Costs of the Off-Premises Vehicular Ramps Work as the Port Authority from time to time may require. It is hereby understood and agreed that nothing herein shall be or be deemed to be for the benefit of any contractor of the Lessee.

(3) The Lessee shall set forth in its final certificate its final statement of the Costs of the Off-Premises Vehicular Ramps Work and shall mark such statement "Final". After submitting said final certificate, the Lessee shall submit no further certificate hereunder with respect to the Costs of the Off-Premises Vehicular Ramps Work.

(d) In addition to the certificates set forth in paragraph (c) above, and as a condition to the making of further Construction Payments, the Lessee shall notify the Port Authority, in writing, at least fifteen (15) days in advance of the date the Lessee shall submit any certificate under said paragraph (b) hereof requesting a payment which, when paid by the

Port Authority, would cause the payments under this Section 89 amount to exceed

(e) The entire obligation of the Port Authority under the Lease to reimburse the Lessee for the Costs of the Off-Premises Vehicular Ramps Work shall be limited to the Port Authority's Share of the Costs of the Off-Premises Vehicular Ramps Work and limited in amount to a total of (Ex. 2.a.) to be paid to the Lessee pursuant to certificates of the Lessee submitted in accordance with paragraph (c) above.

(f) Without limiting Section 38 or any other term or provision hereof, 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 (c) hereof, the books and records and other data of the Lessee relating to the Costs of the Off-Premises Vehicular Ramps Work, as aforesaid, it being specifically understood that the Port Authority shall not be bound by any prior audit, review or inspection conducted by it. The Lessee agrees to keep such books, records and other data within the Port of New York District, but the Lessee shall not be required to maintain any such books, records and other data for more than ten (10) years after it has delivered the final certificate called for under paragraph (c) above.

(g) The parties recognize that one or more of the contracts to be entered into by the Lessee for the performance of the construction work may cover the construction of portions of the construction work the costs of which pursuant to the terms of this Lease are not to be nor to become a part of the Costs of the Off-Premises Vehicular Ramps Work. The Lessee shall, at all times maintain, and each certificate submitted to the Port Authority hereunder shall set forth, a proper breakdown and allocation of costs and payments as between the Off-Premises Vehicular Ramps Work and the other portions of the construction work, and the Lessee shall ensure that each applicable contract provides for such breakdown and allocation. The foregoing breakdown and allocation of costs shall apply as well to the costs and amounts of the type set forth in paragraph (a) (ii) of this Subdivision I of this Section. In submitting the statements and certificates required of the Lessee hereunder, the Lessee shall in such event specifically and separately state the amounts covered by said contracts for portions of the construction work the costs of which are not to be a part of the Costs of the Off-Premises Vehicular Ramps Work. Moreover the Lessee shall specifically and separately set forth therein the Cost of the Off-Premises Vehicular Work as defined in paragraph (a) hereof.

In the event the Port Authority questions the appropriateness or correctness of the amounts set forth by the Lessee, the Port Authority shall advise the Lessee to such effect and the Port Authority and the Lessee shall meet with each other in an attempt to agree upon and resolve their differences with respect thereto. If the Lessee has included in any portion of the Costs of the Off-Premises Vehicular Ramps Work any item 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 such element of cost under sound accounting practice or to the Cost of the Off-Premises Vehicular Ramps Work, or does not represent an appropriate division of the costs of a particular contract which are required to be designated according to time of performance or delivery, and the parties have been unable to resolve their differences within 90 days after Port Authority gave its notice objecting to the same, the Port Authority's decision as to the nature of the item of construction cost shall be final.

(h) In the event that a Port Authority audit shall disclose that amounts paid by the Port Authority exceed the Costs of the Off-Premises Vehicular Ramps Work based upon certificates or otherwise then, upon ten (10) days demand, the Lessee shall immediately pay to the Port Authority an amount equal to the excess amount paid by the Port Authority.

II. Neither the provisions of Section 2 hereof, nor the construction thereunder by the Lessee of the Off-Premises Vehicular Ramps, nor any of the provisions of this Section shall prevent or restrict the right of the Port Authority to designate the Off-Premises Vehicular Ramps as part of the Air Terminal Highway System, upon the Lessee's completion of the construction thereof, and to make the same available to the general public for general or limited highway use; the Port Authority to make said Off-Premises Vehicular Ramps, after the Lessee's satisfactory completion thereof and acceptance of the same by the Port Authority, as part of the Air Terminal Highway System in accordance with and subject to its policy or policies governing or which may govern such matters.

Section 90. General Airport Agreement

It is recognized that the General Airport Agreement, as defined in Section 85 hereof, and the principles and formula set forth therein for the calculation of flight fees, including the costs recovery accounting principles, have by agreement or policy been the basis for determining flight fees payable by various aircraft operators at the Airport in addition to the aircraft operators who are the actual signatory lessees to the General

Airport Agreement. In the event of the expiration and non-extension or non-renewal of the General Airport Agreement, the same formula, accounting principles and costs recovery methodology now set forth in the General Airport Agreement for the calculation of flight fees shall continue to be utilized for the calculation of flight fees at the Airport for the Approved Sublessees until such time as the General Airport Agreement is formally replaced by a new agreement or agreements or by a new policy or policies. The Port Authority has advised the Lessee that it is the intention of the Port Authority that with respect to the formula, accounting principles and the costs recovery methodology for the calculation of flight fees upon the expiration and non-extension or non-renewal of the General Airport Agreement all aircraft operators at the Airport which are similarly situated will be treated in a similar manner. It is agreed that the foregoing provisions shall be set forth in the Consent Agreement of each of the Approved Sublessees.

Section 91. Entire Agreement

This Agreement consists of the following: Sections 1 through 91, inclusive, and Exhibits A, B, C, M, N, S, X and CSL and Schedule E. It constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written instrument duly executed by the Port Authority and the Lessee. The Lessee and the Port Authority agree that no representations or warranties shall be binding upon the other unless expressed in writing in this Agreement.

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

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By Gerard P. FitzGerald

(Title) DEPUTY DIRECTOR OF AVIATION (Seal)

ATTEST:

Secretary

TERMINAL ONE GROUP ASSOCIATION, L.P.

By: TERMINAL ONE MANAGEMENT, INC.
GENERAL PARTNER

By

(Title) Chief Executive Officer
(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 Lessee and the Lessee shall require the Contractor, as hereinafter defined, to comply with the provisions set forth in this Schedule E and in Section 2(d)(18) of Port Authority Agreement AYC-190 (herein called "the Lease") with Terminal One Group Association, L.P. (herein called the "Lessee") The provisions set forth in this Part I are similar to the conditions for bidding on federal government contracts adopted by the Office of Federal Contract Compliance and effective May 8, 1978.

The Lessee as well as each bidder, contractor and subcontractor of the Lessee and each subcontractor of a contractor at any tier of construction (herein collectively referred to as "the Contractor") must fully comply with the following conditions set forth herein as to each construction trade to be used on the construction work or any portion thereof (said conditions being herein called "Bid Conditions"). The Lessee hereby commits itself to the goals for minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions. The Lessee shall likewise require the Contractor to commit itself to the said goals for minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions by submitting a properly signed bid.

II. The Lessee and the Contractor shall each appoint an executive of its company to assume the responsibility for the implementation of the requirements, terms and conditions of the following Bid Conditions:

(a) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work are as follows:

(1) Minority participation:

Minority, except laborers	30%
Minority, laborers	40%

(2) Female participation:

Female, except laborers	6.9%
Female, laborers	6.9%

These goals are applicable to all the Contractor's construction work performed in and for the premises.

The Contractor's specific affirmative action obligations required herein of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make good faith efforts to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract. Compliance with the goals will be measured against the total work hours performed.

(b) The Contractor shall provide written notification to the Lessee and the Lessee shall provide written notification to the Manager of the Office of Business and Job Opportunity of the Port Authority within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work. The notification shall list the name, address and telephone number of the sub-contractor; 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 numbers 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 the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

(4) Provide immediate written notification to the Lessee when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and training programs relevant to

the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (2) above.

(6) Disseminate the Contractor's EEO Policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the Contractor's newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the Contractor's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least every six months the Contractor's EEO policy and affirmative action obligations hereunder with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions 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 other areas of a Contractor's workforce.

(11) Tests and other selection 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 Contractor's 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 employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation hereof if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation hereof if a specific minority group of women is underutilized).

(k) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

(l) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

(m) The Contractor shall carry out such sanctions and penalties for violation of this clause including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered by the Lessee. Any Contractor who fails to carry out such sanctions and penalties shall be in violation hereof.

(n) The Contractor, in fulfilling its obligations hereunder shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph (h) hereof so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of these provisions, the Lessee shall proceed accordingly.

(o) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required and to keep records. Records shall at least include for each

employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanical apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(p) Nothing herein provided shall be construed as a limitation upon the application of any laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(q) Without limiting any other obligation, term or provision under the Lease, the Contractor shall cooperate with all federal, state or local agencies established for the purpose of implementing affirmative action compliance programs and shall comply with all procedures and guidelines established or which may be established by the Port Authority.

PART II. MINORITY BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESS ENTERPRISES

As a matter of policy the Port Authority requires the Lessee and the Lessee shall itself and shall require the general contractor or other construction supervisor and each of the Lessee's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the construction work pursuant to the provisions of this Schedule E. For purposes hereof, Minority Business Enterprise (MBE) shall mean any business enterprise which is at least fifty-one 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. Good faith efforts to include meaningful participation by MBEs and WBEs shall include at least the following.

(a) Dividing the work to be subcontracted into smaller portions where feasible.

(b) Actively and affirmatively soliciting bids for subcontracts from MBEs and WBEs, including circulation of solicitations to minority and female contractor associations. The Contractor shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation in the Work, including the names and addresses of all MBEs and WBEs contacted and, if any such MBE or WBE is not selected as a joint venturer or subcontractor, the reason for such decision.

(c) Making plans and specifications for prospective construction work available to MBEs and WBEs in sufficient time for review.

(d) Utilizing the list of eligible MBEs and WBEs maintained by the Port Authority or seeking minorities and women from other sources for the purpose of soliciting bids for subcontractors.

(e) Encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors, where appropriate, to insure that the Lessee and Contractor will meet their obligations hereunder.

(f) Insuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis.

(g) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

For the Port Authority

Initialled:

For the Lessee

Exhibit X

TRIGGERING EVENTS

The following are the Triggering Events applicable to the provisions of Section 81 of the Agreement between Terminal One Group Association L.P. (the "Lessee"), and the Port Authority, Lease AYC-190 (the "Lease") to which this Exhibit is attached.

I. Exhibit X Definitions

All accounting terms used in this Exhibit and not otherwise defined herein shall have the meanings usually given such terms, in accordance with United States generally accepted accounting principles.

II. Triggering Events

(1) A Triggering Event shall occur when the Lessee shall fail to make payment as provided for in either of the categories listed below. Furthermore, such Triggering Event shall not have occurred unless the Port Authority shall have notified the Lessee (such notice to be marked to the attention of the Lessee's general partner) that such Triggering Event shall be effective on a date thirty (30) days following the date of such notice unless all payments due from the Lessee pursuant to such categories listed below and specified in such notice have been received by the Port Authority:

(i) Payment of monthly installments of rental shall be made to the Port Authority on the first day of each calendar month;

(ii) Payment of all sums due to the Port Authority under this Agreement or otherwise arising out of or relating to or in connection with its operations at John F. Kennedy International Airport (the "Airport"), including without limitation payment of percentage fees under this Lease which are due by the 20th of each month, and outstanding for more than thirty (30) days, appearing on a Statement of Account rendered by the Port Authority to the Lessee.

No provision of this paragraph (1) shall be deemed to affect or limit the right of the Port Authority to terminate this Lease pursuant to Section 29 (a) (9) hereof for failure to make such payments when due under the Lease.

(2) A Triggering Event shall occur if any of the following shall occur and the Port Authority shall have previously given or shall thereafter give the Lessee notice of the election of the Port Authority to activate such Triggering Event:

(a) a creditor takes possession or an administrative or other receiver is appointed of the whole or of a substantial part of the assets or undertaking of the Lessee or a general partner of the Lessee or an administrative order is made in relation to the Lessee or a general partner of Lessee and such taking of possession, appointment or order is not released, discharged or canceled within 60 days; or

(b) a distress, execution or seizure before judgment is levied or enforced upon or sued out against a substantial part of the assets or undertaking of the Lessee or a general partner of the Lessee and is not discharged, dismissed or stayed within 60 days thereof; or

(c) the Lessee or a general partner of Lessee stops payment generally or is unable to pay its debts generally as and when they fall due or (otherwise than for the purposes of a solvent reconstruction, amalgamation or merger the terms of which have previously been approved in writing by the Port Authority) or ceases or threatens to cease to carry on all or substantially all of its business; or

(d) the Lessee or a general partner of the Lessee makes an assignment for the benefit of creditors generally or admits in writing its inability to pay its debts generally as they become due or takes corporate action in furtherance of any such action.

(3) A Triggering Event shall occur when an Airline Partner of the Lessee shall fail to make a payment in either of the categories listed below. Furthermore, such Triggering Event shall not have occurred unless the Port Authority shall have notified the Airline Partner of the Lessee that such Triggering Event shall be effective on a date thirty (30) days following the date of such notice unless all payments due from the Airline Partner of the Lessee pursuant to such categories listed below and specified in such notice have been received by the Port Authority:

(i) Payment of all sums, including, without limitation, flight fees and fuel gallonage fees, under agreements with the Port Authority at the Airport or otherwise arising out of or resulting from or in connection with the operations of such Airline

Exhibit N to Lease AYC-190 between the Port Authority of New York and New Jersey and Terminal One Group Association, L.P. ("the Lessee")

Assumed Amounts for Illustrative Purposes Only to Demonstrate the Final Payment Due on December 1, 2015

Assumptions:

Date of Beneficial Occupancy (DBO):	24-Sep-98
Construction Payment Amount, including all Accrued Amounts:	
Monthly Additional Rental Commencement Date:	01-Oct-2003
Fixed RBI Rate on DBO:	
Fixed RBI Rate on DBO plus 175 Basis Points:	
Monthly Additional Rental Factor:	
Monthly Additional Rental:	
Final Installment of Monthly Additional Rental on December 1, 2015:	

	Beginning of Month Accrued Amount	Monthly Payment	Financial Component	End of Month Accrued Amount
01-Oct-2003				
01-Nov-2003				
01-Dec-2003				
01-Jan-2004				
01-Feb-2004				
01-Mar-2004				
01-Apr-2004				
01-May-2004				
01-Jun-2004				
01-Jul-2004		(Ex. 2.a.)		
01-Aug-2004				
01-Sep-2004				
01-Oct-2004				
01-Nov-2004				
:				
:				
:				
01-Nov-2014				
01-Dec-2014				
01-Jan-2015				
01-Feb-2015				
01-Mar-2015				
01-Apr-2015				
01-May-2015				
01-Jun-2015				
01-Jul-2015				
01-Aug-2015				
01-Sep-2015				
01-Oct-2015				
01-Nov-2015				
01-Dec-2015				

EXHIBIT CSL

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

Lease No. AYC-190
John F. Kennedy International Airport

CONSENT TO FACILITY SUBLEASE AGREEMENT

THIS AGREEMENT, made effective as of July 13, 1994, made by and among THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority"), a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of the Congress of the United States of America, having an office for the transaction of business at One World Trade Center in the Borough of Manhattan, City, County and State of New York, and TERMINAL ONE GROUP ASSOCIATION, L.P. (hereinafter called "the Lessee"), a limited partnership formed and existing under the laws of the State of New York with an office for the transaction of business at Building 14, JFK International Airport, Jamaica, New York 11430 and having one general partner, Terminal One Management, Inc., a corporation organized and existing under the laws of the State of New York, and having four limited partners (consisting of: Compagnie Nationale Air France, Japan Airlines Company, Ltd., Korean Air Lines Co., Ltd. and Deutsche Lufthansa Aktiengesellschaft) and _ [INSERT NAME OF SUBLESSEE] a corporation of the Country of _____ _____ with an office and place of business at _____ _____ (hereinafter called "the Sublessee" and in Paragraph 15 the "Obligor" for purposes thereof).

WITNESSETH, That:

WHEREAS, the Port Authority and the Lessee are contemporaneously with the execution hereof entering into a certain agreement of lease made effective as of even date herewith, (said agreement of lease being hereinafter called "the

Lease") covering certain premises and rights and privileges at and in respect to John F. Kennedy International Airport, as therein set forth; and

WHEREAS, pursuant to and in accordance with the terms of the Lease, contemporaneously with the execution hereof and effective as of the effective date hereof the Lessee and the Sublessee are entering into an agreement of sublease with the Sublessee, (said agreement of sublease being denominated therein as "Terminal One Facility Use and Lease Agreement") a copy of which is attached hereto, hereby made a part hereof and hereinafter called the "Sublease" (all of the areas and facilities under the Sublease and the other portions of the premises under the Lease which are subleased to the Sublessee and/or which the Sublessee has the right to use and/or occupy under the Sublease being herein collectively called the "subleased premises") subject to the consent of the Port Authority and the execution of this Consent to Facility Sublease Agreement by and among the Lessee, the Sublessee and the Port Authority; and

WHEREAS, contemporaneously with the execution hereof the Port Authority, the Lessee, the New York City Industrial Development Agency (hereinafter called the "IDA") and the United States Trust Company of New York, as trustee (hereinafter the "Trustee) are entering into a separate "Consent to IDA Subleases Agreement" whereby the Port Authority, on the terms and conditions therein set forth, consents to that certain "Partnership Sublease" (as therein defined) and that certain "IDA Lease Agreement" (as therein defined); said "Consent to IDA Subleases Agreement" being hereinafter called the "Consent to IDA Subleases Agreement" and said "Partnership Sublease" and said "IDA Lease Agreement" being collectively referred to in the Port Authority Consent to IDA Subleases Agreement as the Subleases and hereinafter collectively referred to as the "IDA Subleases"; and

WHEREAS, contemporaneously with the execution of this Consent to Facility Sublease Agreement by the parties hereto, a consent to sublease agreement effective as of even date herewith and in substantially similar form to this Consent to Facility Sublease Agreement is being entered into and executed by and among the Port Authority, the Lessee and each of the other Airline Partners (as defined in Section 26 of the Lease and identified by name on the first page hereof) of the Lessee (each such Airline Partner being named as sublessee in its respective consent to facility sublease agreement) covering the separate Port Authority consent to the Lessee's sublease agreement (in substantially similar form to the Sublease) to such Airline Partner as a sublessee thereunder; and

WHEREAS, the Lease calls for the Lessee to procure and maintain at all times during the term of the Lease the obligation of the Sublessee, and each of the other Airline Partners of the Lessee on a "joint and step-up" basis, to assure to the Port Authority that the Lessee shall perform all of its obligations under the Lease (as more fully set forth in and described in the Lease and in Paragraph 15 below);

NOW, THEREFORE, in consideration of the covenants and mutual agreements of all the parties hereto, it is hereby agreed by the parties as follows:

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

2. Neither this Consent to Facility Sublease Agreement (herein sometimes referred to as the "Consent to Facility Sublease Agreement" or as the "Consent") nor anything contained herein nor the consent granted hereunder shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, variation or change in the rights, powers and privileges granted to the Lessee under the Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Sublessee or the Lessee as may be provided by the Sublease if not granted to the Lessee under the Lease or the Consent to IDA Subleases Agreement, nor shall they impair, limit, restrict, alter or affect any of the promises, covenants, representations, warranties, indemnities, duties, responsibilities, liabilities and obligations imposed on or agreed to or made by the Lessee under the Lease or the Consent to IDA Subleases Agreement or the IDA Subleases as between the parties thereto, nor consent to or create any limitation, diminishment, restriction, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Lease or the Consent to IDA Subleases Agreement. The Sublease is an agreement between the Lessee and the Sublessee with respect to the various matters set forth therein. Neither this Consent to Facility Sublease Agreement nor anything contained herein nor the consent granted hereunder shall constitute an agreement between the Port Authority and the Lessee that the provisions of the Sublease shall apply and pertain as between the Lessee and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Lease shall, in all respects, be controlling, effective and determinative. It is the intention of the Port Authority hereunder merely to permit the exercise of Lessee's rights, powers and privileges thereunder by the Sublessee (to the extent permitted by the Sublease and this Consent to Facility Sublease Agreement). The specific mention of

or reference to the Port Authority in any part of the Sublease, including without limitation thereto any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent to Facility Sublease Agreement or shall hereafter grant its consent or approval thereto or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact or that the Port Authority's discretion as to granting any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provision of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Lease shall in all respects be controlling, effective and determinative.

No provisions of the Sublease, including but not limited to those imposing obligations on the Sublessee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering action which may be undertaken by the Lessee or the Sublessee or any other person including but not limited to those involving signs, construction on the premises, insurance, clubrooms, assignment and subletting, be deemed to imply or infer that Port Authority consent or approval thereto has or will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this Paragraph and in Paragraph 16 hereof to specific matters and provisions as contained in the Sublease shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to granting or withholding approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

3. (a) The granting of the consent hereunder by the Port Authority shall not be or be deemed to operate as a waiver of its required consent to any other or subsequent subleasing or sublessee or any other agreement (including but not limited to any by the Lessee or the Sublessee) or to the use or occupancy or possession of the premises under the Lease or any portion thereof by any party, entity or person other than the Sublessee or to any assignment of the Lease or the Sublease or of any rights or interests under either of them, whether in whole or in part, or as a waiver of any of the rights of the Port Authority.

(b) In the event the Sublease is assigned in its entirety (as to the Sublessee's rights and interests thereunder)

such further consent of the Port Authority to such assignment shall not be required if and only if such assignment of the Sublease is made by the Sublessee to any successor in interest of the Sublessee which is or is to be a Scheduled Aircraft Operator, and with or into which the Sublessee may merge, consolidate, or which may succeed to the assets of the Sublessee or the major portion of its assets related to its air transportation system, but in any such event, such assignment shall not take effect before the assignee is actually engaged in the business of scheduled transportation by aircraft; provided, further, that the successor entity has a financial standing as of the date of the transfer or assignment at least as good as that of the Sublessee by which is meant that its ratio of current assets to current liabilities, its ratio of fixed assets to fixed liabilities and its net worth shall each be at least as favorable as that of the Sublessee and provided, further, that such successor entity or purchaser executes and delivers to the Port Authority an instrument in a form satisfactory to the Port Authority assuming the obligations of the Sublessee as if it were the original Sublessee named hereunder.

Without limiting the foregoing, in the event the successor entity referred to above is not anticipated to have a financial standing as of the date of transfer or assignment which is as good or better than the Sublessee, the Sublessee shall have the right to request the Port Authority to consider, and the Port Authority will consider, an appropriate security deposit or other form(s) of security as a condition of its consent to an assignment of the Sublease to such entity.

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

5. (a) In the event any of the events set forth in Section 29 of the Lease or any event which by the terms of the Lease constitutes an event of default or termination thereunder shall occur with respect to the Sublessee or in the event any of the events set forth in Paragraph 8.01 of the Sublease shall occur or in the event of any default by the Sublessee under any of the terms and provisions of this Consent to Facility Sublease Agreement including without limitation under Paragraphs 6, 7 or 15 hereof, the Port Authority shall have the right to revoke the consent granted hereunder upon thirty (30) days' prior written notice to the Lessee and the Sublessee, but no such revocation shall be deemed to affect the Lease or the continuance thereof, provided, furthermore, that the foregoing shall not be deemed to affect or limit the rights of the Port Authority to terminate the Lease as well, in accordance with Sections 26 or 29 or other

applicable provision of the Lease or to limit or impair any term, provision, covenant or condition of the Lease or any right or remedy of the Port Authority thereunder.

(b) In the event of the revocation of the consent granted hereunder as hereinabove or in Paragraphs 6 and 7 provided, the Lessee shall immediately terminate all of the Sublessee's rights to use, occupy and possess the subleased premises and any and all other areas and facilities under the Sublease including without limitation its actual possession thereof and the Lessee shall also take all necessary, required or appropriate acts to remove, evict and dispossess the Sublessee and to re-enter, regain and resume possession of the subleased premises and any and all other areas and facilities. The Lessee and the Sublessee expressly agree that said revocation shall, upon the exercise thereof by the Port Authority, terminate all rights of use, occupancy and possession of the Sublessee in the subleased premises and all other areas and facilities under the Sublease and the subleasehold interest and estate of the Sublessee therein but the Sublease shall continue for other purposes including all payment of rent and all other payment obligations by the Sublessee to the Lessee. The Lessee and Sublessee further expressly agree that said right of revocation shall be deemed to be and operate as a conditional limitation of the Sublessee's subleasehold estate and interest under the Sublease as if therein set forth in full. The Sublessee agrees that on or before the effective date of the revocation of this Consent, the Sublessee shall quit the subleased premises and all facilities and areas thereunder and remove its property and property for which it is responsible therefrom.

(c) It is specifically understood and agreed that neither the IDA Subleases nor the Port Authority Consent to IDA Subleases Agreement nor anything contained therein nor the existence or continued existence of the same shall alter, impair or limit (i) the right of the Port Authority to revoke this Consent to Facility Sublease Agreement and the consent hereunder as provided herein, or (ii) the obligation of the Lessee to terminate the Sublessee's use, occupancy and possession as described in paragraph (b) above, or (iii) the conditional limitation of the Sublessee's rights, estate and interest under the Sublease as described in paragraph (b) above.

6. (a) In addition to and without limiting Paragraph 5 hereof or any other term or provision of this Consent and in addition to and without limiting any of the terms, provisions, covenants or conditions of the Lease or of any of the rights and remedies of the Port Authority thereunder, the occurrence of any one or more of the following events shall be and shall be deemed

an event of default under Paragraph 5 hereof and upon the occurrence of any such event or at any time thereafter during the continuance thereof the Port Authority shall have the right to revoke this Consent and the consent granted hereunder pursuant to Paragraph 5 hereof:

(1) Excepting only the Government of _____, any individual, corporation, partnership or other entity shall have direct or indirect beneficial ownership (as described below) of a portion of any class of outstanding Voting Securities of the Sublessee in excess of 30% thereof which shall result in a decrease in the amount of, and a change in the nature of, the passenger aircraft operations of the Sublessee at the Airport; unless the Port Authority shall have given its prior written consent thereto;

(2) There shall be an issuance, transfer, purchase or exchange of all or a portion of the securities of the Sublessee or of a subsidiary corporation of the Sublessee or the creation, transfer, purchase or exchange of any rights or privileges thereunder, or the transfer, purchase or exchange of all or a portion of the assets of the Sublessee or of a subsidiary corporation of the Sublessee, which causes or results in a change in the relationship between the Sublessee and a subsidiary corporation of the Sublessee, or the Sublessee and the holders of the securities of the Sublessee, or the creation of another corporation for the purpose, among others, of accepting and holding securities of the Sublessee, or which places control of the Sublessee in a single entity, or which effects, causes or results in a transfer or change in the entity exercising control over the Sublessee unless the Port Authority shall have given its prior written consent thereof which shall in any such case result in a decrease in the amount of and a change in the nature of the passenger aircraft operations of the Sublessee at the Airport;

(3) Any individual, corporation, partnership or other entity in its own or any representative capacity shall have, own, hold or obtain or be granted a pledge, security interest, lien or other encumbrance, claim or right in or against any part or all of the partnership interest of the Sublessee as an Airline Partner of the Lessee or of any certificate evidencing any part or all of such partnership interest; unless the Port Authority shall have given its prior written consent thereto;

(4) The Sublessee shall cease to be an Airline Partner of the Lessee for any cause or reason whatsoever, and

(without limiting the foregoing) whether by removal, withdrawal, dissolution, merger, consolidation, operation of law, or otherwise, and notwithstanding that the same may or may not be pursuant to or in accordance with the Lessee's partnership agreement(s); unless the Port Authority shall have given its prior written consent thereto; provided, however, that the foregoing shall not apply to the limited right of assignment covered by subparagraph (b) of Paragraph 3 hereof if made in compliance therewith.

(b) The foregoing rights of revocation shall be in addition to all other rights of revocation the Port Authority has under this Agreement and the failure of the Port Authority to exercise any right of revocation under this Paragraph at any time in which it may have such right shall not affect, waive or limit its right to exercise said right of revocation at any subsequent time.

(c) (1) The Sublessee represents and warrants to the Port Authority, knowing that the Port Authority is relying on the accuracy of such representations and warranties, that at the time of execution of this Agreement:

(i) The Lessee is a domestic limited partnership formed and existing under and pursuant to the laws of the State of New York (the Revised Limited Partnership Act: Article 8-A of the Partnership Law of the State of New York) and that it has the following partners: one general partner, Terminal One Management, Inc., a corporation organized and existing under and pursuant to the laws of the State of New York (the "General Partner"); and four limited partners as named and identified as such on the first page hereof, including the Sublessee, (each of which is sometimes herein referred to as an "Airline Partner" and all of which are sometimes collectively referred to herein as the "Airline Partners"); and that the Airline Partners caused the incorporation of the General Partner as a corporation formed and existing under and pursuant to the laws of the State of New York as aforesaid;

(ii) With respect to the General Partner, that there have been issued and are outstanding 400 voting securities which constitute all of the outstanding voting securities and that all of said voting securities are owned by the Airline Partners as follows:

Class A -- 100 Shares - Compagnie Nationale Air France
Class B -- 100 Shares - Japan Airlines Company, Ltd.
Class C -- 100 Shares - Korean Air Lines Co., Ltd.
Class D -- 100 Shares - Deutsche Lufthansa Aktiengesellschaft

and that said Voting Securities constitute all of the outstanding Voting Securities of the General Partner and that all of said Voting Securities are held by the Airline Partners as herein set forth.

(iii) With respect to the Sublessee, that, at the time of execution of this Consent to Facility Sublease Agreement, it is a corporation organized and existing under the laws of the country of _____ and has issued and has outstanding _____ Voting Securities which constitute all of its outstanding Voting Securities;

(iv) [TO BE INSERTED, as applicable to Air France only, Sublessee's representations as to its ownership of its specified "Subsidiary Airline" pursuant to Section 4 II (b) of the Lease.]

(2) By executing this Consent to Facility Sublease Agreement, the Sublessee further expressly acknowledges, covenants, represents and warrants that the documents submitted to the Port Authority covering the formation of the Lessee as a limited partnership, as aforesaid; including the following: "Certificate of Limited Partnership of Terminal One Group Association, L.P." and "Certificate of Incorporation of Terminal One Management, Inc." are true, correct, complete and final copies of the documents effectuating the formation of the Lessee as a limited partnership under and pursuant to the laws of the State of New York (the Revised Limited Partnership Act: Article 8-A of the Partnership Law of the State of New York) including the filing and the undertaking of the publication requirements thereunder, and effectuating the formation of the General Partner as a corporation organized and existing under the laws of the State of New York.

(d) The phrase "direct or indirect beneficial ownership" shall include without limiting the generality thereof the direct or indirect power through contract, arrangement, understanding, relationship or otherwise to dispose of or to direct the disposal of, or to vote or to direct the voting of, any Voting Security of a corporation.

(e) The term "Voting Security" shall include any stock, bond or other obligation of a corporation the holder of which has any voting rights including but not limited to the right to vote for the election of members of the board of directors of said corporation and shall include any security convertible into a Voting Security and any right, option or warrant to purchase a Voting Security.

(f) Without limiting any term, provision, covenant or condition of this Consent to Facility Sublease Agreement, the Sublessee shall promptly advise the Port Authority in writing addressed to the Port Authority's Director of Aviation of any change in the representations and warranties made in this Section.

7. (a) (1) In addition to and without limiting any term or provision of this Consent or of the Lease and in addition to and without limiting any right or remedy of the Port Authority under the Lease, this Consent or otherwise, if the Triggering Event listed in Exhibit X attached hereto and hereby made a part hereof shall occur, the Port Authority shall have the right, at its sole discretion, either to revoke this Consent to Facility Sublease Agreement and the consent hereunder pursuant to Paragraph 5 hereof or to notify the Sublessee that the following provisions of subparagraph (2) hereof have as of the date of such notice been placed in full force and effect.

(2) For purposes of the foregoing sub-subparagraph (1) of this subparagraph (a) in the event the Port Authority gives the aforesaid notice under said sub-subparagraph (1) to the Lessee then from and after the date of said notice, the Port Authority shall have the right to revoke this Consent and the consent granted hereunder at any time without cause on thirty (30) days' prior written notice to the Lessee and the Sublessee and no such revocation shall be deemed to affect the Lease or the continuance thereof, but all of, the Sublessee's rights to use, occupy and possess the subleased premises and any and all other areas and facilities under the Sublease shall be deemed terminated thereby in accordance with and as more fully described in Paragraph 5 (b) hereof; provided that the foregoing shall not be deemed to affect or limit the rights of the Port Authority to terminate the Lease as well, in accordance with Sections 26 or 29 or other applicable provision of the Lease or to limit or impair any term, provision, covenant or condition of the Lease or any right or remedy of the Port Authority thereunder.

(3) (i) Without limiting this Paragraph 7 or any term or provision hereof, and without limiting any term or provision of Exhibit X hereto, the Sublessee agrees that:

(1) It shall meet with representatives of the Port Authority as described below and provide to said representatives the information described below during such scheduled meetings and at any other time as requested by the Port Authority; and

(2) It shall submit to the Port Authority a statement at any time during the term of this Consent to Facility Sublease Agreement signed by an officer of the Sublessee notifying the Port Authority of the occurrence of an event or events which, if the Port Authority were to activate the same by the giving of a notice or notices as specified in Exhibit X, would constitute a Triggering Event or Triggering Events as listed in Exhibit X as of the date of such notice and the date of the occurrence, provided, however, that failure to give any such notice shall not affect the occurrence of any Triggering Event or the consequences thereof hereunder.

(ii) There shall be an annual meeting with representatives (at director level or above) of the Port Authority and with a principal officer of the Sublessee on the last business day of the month of September or on such other days as may, from time to time, be agreed upon by the Lessee and the Port Authority to review the financial performance of the Lessee and the Sublessee. The foregoing provisions with respect to the said meetings on the last business day of the month of September shall be subject to the Lessee's right to reschedule by sending to the Port Authority a written notice prior to the first day of said month setting forth four (4) alternative business days within said month of September. The Port Authority shall notify the Lessee and the Sublessee of its selection of the day for the next annual meeting within ten (10) days of its receipt of the said notice of the lessee, if any. The review shall include the furnishing of the following information regarding the Lessee and the Sublessee to the Port Authority by the Lessee and the Sublessee and the discussion of same:

(1) Financial data of the Lessee, the General Partner of the Lessee, and the Sublessee including corporate annual reports of the Sublessee.

(2) Monthly traffic data including passengers and aircraft departures of the Sublessee; provided that with respect to the Sublessee the foregoing shall apply only as to information or data which the Port Authority reasonably requests.

(3) Monthly performance indicators including load factors of the Sublessee.

(4) Any information or data that the Lessee or the Sublessee or any of them has furnished or is required to furnish to any creditor of the Lessee or of the Sublessee; provided that with respect to the Sublessee the foregoing shall apply only as to such information or data as the Port Authority may reasonably request and only information and data normally available to such creditors located in the United States.

(iii) It is the position of the Sublessee that all or portions of the information it has agreed to furnish the Port Authority hereunder is of a confidential nature. The Port Authority agrees that, unless required or appropriate to do so pursuant to any legal obligations imposed upon or agreed to by the Port Authority or with which the Port Authority must comply calling for public disclosure of information, or pursuant to freedom of information policy adopted or which may be adopted by its Commissioners, or pursuant to compliance with any law, ordinance, governmental rule, regulation or order, it will not deliberately convey the same to any private person; provided that if such information is already at that time in the public domain the foregoing agreement against disclosure shall not apply and release of such information shall not be or be deemed a violation hereunder.

8. (a) Notwithstanding anything contained in the Sublease, this Consent to Facility Sublease Agreement shall expire without notice to the Sublessee on the day preceding the date of expiration of the Lease.

(b) Notwithstanding anything contained therein, the Sublease shall terminate without notice to the Sublessee on the day preceding the date of termination of the Lease.

(c) (1) Notwithstanding anything to the contrary in the Sublease, it is specifically understood and agreed, in accordance with Section 28 (f) of the Lease, that the effective date of the Sublease, shall be, and the term thereof shall commence, no later than the commencement date of the term of the

letting under the Lease as set forth in paragraph (a) of Section 3 of the Lease.

(2) In addition to and without limiting the foregoing, and in accordance with Section 28 (f) of the Lease, the Sublease shall not be effective if on the effective date thereof (i) the Lessee shall be under a notice of default under the Lease as to which the applicable period of cure has passed; (ii) the Lease shall not be in full force and effect or (iii) the Port Authority shall have served a notice of termination of the Lease. The Port Authority in its sole discretion may elect to waive the provisions of the preceding sentence.

(d) Notwithstanding anything contained therein, in the event the term of the Lease and the letting thereunder is terminated and the Lessee becomes a hold-over tenant on a month-to-month periodical basis pursuant to the provisions of Sections 27 and 81 of the Lease, the term of the Sublease and the letting thereunder shall be deemed terminated and the Sublessee shall thereafter be a hold-over tenant on a week-to-week periodical tenancy and the Port Authority's right to revoke the consent granted hereunder pursuant to Paragraphs 5, 6 and Paragraph 7 hereof shall be upon one (1) week's prior written notice. In the event of the revocation of the consent as hereinabove provided, the Lessee shall immediately terminate all of the Sublessee's rights to use, occupy and possess the subleased premises and any and all other areas and facilities under the Sublease in accordance with and as more fully described in subparagraphs (a) and (b) of Paragraph 5 hereof. In the event the tenancy between the Port Authority and the Lessee is thereafter re-established on a fixed term basis as provided in and in accordance with the Lease, then, if the Sublessee is not in default under this Consent and if this Consent has not been revoked or terminated, the Sublessee's fixed term subtenancy shall be deemed reestablished and the Port Authority's right to revoke the consent granted hereunder pursuant to Paragraphs 5, 6 and Paragraph 7 hereof shall be upon thirty (30) days prior written notice.

9. The Sublessee, in its operations under or in connection with the Sublease and in its occupancy and use of the subleased premises and areas and facilities under the Sublease or any portion of the premises under the Lease, hereby agrees to assume, observe, be bound by, comply with and be subject to all the terms, provisions, covenants and conditions of the Lease, (including without limitation the activities mentioned in Paragraph 12 hereof), to the same extent and with like effect as to the Port Authority as if it were the Lessee under the Lease including, but not limited to, the obligations of the Lessee under the Lease dealing with use of the premises, law compliance,

compliance with Airport Rules and Regulations, the conduct of prohibited activities and operations, rights of entry, non-construction, and non-discrimination, affirmative action, and on-going affirmative action equal-opportunity commitment; provided any payment obligation shall be applied in a manner consistent with Paragraph 15 hereof.

10. (a) Without in any wise affecting the obligations of the Lessee under the Lease and under this Consent to Facility Sublease Agreement, the Sublessee shall make repairs and replacements arising or resulting from its use, occupancy or operations under the Sublease as if it were the Lessee under the Lease; provided any payment obligation shall be applied in a manner consistent with Paragraph 15 hereof. However, all acts and omissions of the Sublessee shall be deemed to be acts and omissions of the Lessee under the Lease, and the Lessee shall also be responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

(b) In addition to and without limiting any other term or provision of this Consent, the Sublessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for its costs and expenses including legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death or personal injuries or for property damages, arising out of a breach or default of any term or provision of this Consent or out of the use or occupancy of the premises under the Lease or the subleased premises under the Sublease or any portion or area or facility thereof by the Sublessee or others with its consent, or any other acts or omissions of the Sublessee, its officers, employees, agents, representatives, contractors, customers, guests, invitees and other persons who are doing business with the Sublessee or who are at the premises under the Lease or the subleased premises under the Sublease or any portion or area or facility thereof with the consent of the Sublessee, or, with respect to its officers, employees and business guests, elsewhere at the Airport (excepting only claims and demands arising from the sole negligence of the Port Authority), including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or through agreement of the Port Authority with the said City.

If so directed, the Sublessee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and

in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

(c) The Sublessee in its own name as insured and including the Port Authority as additional insured shall maintain and pay the premiums during the term of the Sublease on a policy or policies of Comprehensive General Liability insurance, including premises operations, independent contractors, products liability and completed operations, and covering bodily injury liability, including death, and property damage liability and broadened to include or equivalent separate policies covering aircraft liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limits set forth below, and Comprehensive Automobile Liability Insurance covering owned, non-owned and hired vehicles and including automatic coverage for newly acquired vehicles and providing for coverage in the limits set below. As to the said Comprehensive General Liability Insurance the Lessee may, in lieu of the foregoing requirement with respect to care, custody and control exclusions, elect, in its own name as insured and including the Port Authority as an additional insured as its interest may appear, to maintain and pay the premiums on a Baggage Legal Liability, a Cargo Legal Liability and a Real Property Liability policy or policies in the limits set forth below.

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. The said Comprehensive Automobile Liability insurance shall have a limit of not less than $25,000,000 combined single limit per accident for bodily injury and property damage liability.

The minimum limits as to the aforesaid Baggage Legal Liability, Cargo Legal Liability and Real Property Legal Liability policy and policies shall be as follows:

Baggage Legal Liability	$10,000,000
Cargo Legal Liability	$10,000,000
Real Property Legal Liability (Fire Legal Liability)	$10,000,000

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

The said policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Sublessee thereunder with respect to any claim or action against the Sublessee by a third person shall pertain and apply with like effect with respect to any claim or action against the Sublessee by the Port Authority and with respect to any claim or action against the Port Authority by the Sublessee as though the Port Authority were the named insured thereunder, but such endorsement shall not limit, vary, change, or affect the protections afforded the Port Authority thereunder as additional insured. The said policy or policies of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Sublessee under subparagraph (a) of this Paragraph 10.

All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require (if commercially reasonable) such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

(d) As to the insurance required by the provisions of subparagraph (c) of this Paragraph 10, 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 upon the execution of this Consent to Facility Sublease Agreement and delivery thereof to the Port Authority. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event 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 thirty (30) days' written advance notice thereof to the Port Authority. Each such copy or certificate required by subparagraph (b) of this Paragraph 10 shall contain a provision that the insurer shall not, without

obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, its Commissioners, officers, agents or employees, 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. A certificate or other evidence of any renewal policy shall be delivered to the Port Authority prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the term of this Consent. The aforesaid insurance shall be written by a company or companies approved by the Port Authority the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Sublessee shall promptly obtain a new and satisfactory policy in replacement the Port Authority agreeing and covenanting not to act unreasonably hereunder. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

11. In addition to and without limiting Paragraph 15 hereof, if the Lessee shall at any time be in default of its monetary obligations under the Lease, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Lessee in the amount of such default (excluding amounts due by the Sublessee to the Lessee for the "IDA Lease Agreement Rent" as defined in the Sublease or other payments to the Lessee by the Sublessee for loans made by the Lessee). No such payment shall relieve the Lessee from any obligations under the Lease or under this Consent Agreement, but all such payments shall be credited against the obligations of the Lessee or of the Sublessee, as the Port Authority may determine for each payment or part thereof.

12. (a) The Sublessee is prohibited from performing any activities or services for others at the subleased premises or any other area or facility under the Sublease or at the Airport unless the Sublessee obtains an appropriate Port Authority permit therefor and pays the fees to the Port Authority pursuant thereto (subject to the fee exclusion provisions with respect to Airline Partners of the Lessee as expressly set forth in and in accordance with Subdivision II of Section 4 of the Lease).

(b) In addition to and without limiting the foregoing or any other term or provision of this Consent to Facility Sublease Agreement or the Lease, any and all Handling Services (as such term is defined in the Lease) performed by the Sublessee at the subleased premises or any area or facility under the Sublease or the premises under the Lease or any portion thereof shall be subject to the provisions of the Lease including without limitation Section 4 II thereof and the Handling Percentage Fees payable thereunder with respect to the Sublessee and any and all such Handling Services performed by the Sublessee shall be deemed performed by the Lessee under and subject to the Lease, and any and all gross receipts (as defined in Section 4 II of the Lease) arising therefrom with respect to the Sublessee shall be deemed imputed to the Lessee and be and form a part of the Lessee's gross receipts under the Lease and subject to all the terms, provisions, covenants and conditions thereof, including without limitation the payment of Handling Percentage Fees and Subletting Percentage Fees in accordance with Section 4 thereof, provided, however, that the Sublessee and the Lessee shall be jointly and severally liable for payment therefor to the Port Authority. The foregoing shall not and shall not be deemed to limit, affect or waive the requirement for further separate Port Authority approval, consent or permit with respect to such Handling Services.

(c) Nothing in this Consent to Facility Sublease Agreement, nor anything contained, in the Sublease, nor the consent granted hereunder shall be deemed to permit or authorize the Lessee (unless and to the extent expressly authorized by the Lease) or its General Partner to perform services or operations for or on behalf of the Sublessee and in the event the Sublessee proposes to retain or use the Lessee or its General Partner or others for the performance of services or operations (including but not limited to ramp handling of aircraft, turnaround maintenance services or cleaning or other maintenance or handling services in the premises or any portion thereof or at the Airport) such arrangement and the agreement thereon (unless and to the extent expressly authorized by the Lease) shall be submitted to the Port Authority for its prior written consent, including without limitation the requirement for the prior issuance of an appropriate Port Authority permit.

13. If the Sublessee should fail to pay any amount required under this Consent to Facility Sublease Agreement when due to the Port Authority, including without limitation any payment of fees, payments under Paragraph 15 hereof or any other amounts or charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with

respect to each such unpaid amount for each late charge period hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent to Facility Sublease Agreement. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Paragraph, with respect to such unpaid amount. Nothing in this Paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent to Facility Sublease Agreement, including without limitation Paragraphs 5, 6 or 7 hereof or (ii) any obligations of the Sublessee under this Consent to Facility Sublease Agreement. In the event that any late charge imposed pursuant to this Paragraph shall exceed a legal maximum applicable to such late charge, then in such event, each such late charge payable under this Consent to Facility Sublease Agreement shall be payable instead at such legal maximum.

14. With respect to this Consent to Facility Sublease Agreement, the Lessee and the Sublessee understand and agree that the Lessee may not and is expressly prohibited from performing any services or functions at the Airport for the Sublessee which are performed by organizations at the Airport authorized by permit or contract from the Port Authority to perform such services or functions, unless the Lessee is specifically authorized by the Lease or by permit or contract to perform such services or functions for others at the premises and the Airport and in such event said service and function shall be performed pursuant thereto. The Lessee, however, may make the necessary arrangements with the authorized organizations performing such services or functions at the Airport to have such services or functions performed for the Sublessee by such organizations or the Sublessee may perform such services and functions for itself.

15. (a) For purposes of this Paragraph 15, the following terms shall have the following meanings:

"Business Day" shall mean any day other than (i) a Saturday or Sunday, (ii) a day on which commercial banks in New York, New York are closed, or (iii) a day on which the New York Stock Exchange is closed.

"Signatory Carriers" shall mean the airlines (named on the first page hereof as the Airline Partners) that execute with the Lessee the Sublease substantially in the form attached, each of which shall have executed consents to sublease agreements in substantially similar form to this Consent to Facility Sublease Agreement with the Port Authority.

"Signatory Carriers Site Lease Obligations" shall mean all obligations which the Lessee has or shall have under the Lease (and any and all amendments and supplements thereto as the Port Authority and the Lessee in their discretion may execute) including without limitation all rental, fees and other monetary obligations of the Lessee thereunder and the performance, fulfillment and observance of all the other terms, provisions, covenants and conditions of the Lease on the part of the Lessee to be performed, fulfilled and observed pursuant to the Lease (and any and all amendments and supplements thereto as the Port Authority and the Lessee in their discretion may execute).

(b) In accordance with and pursuant to Section 58 of the Lease, and in addition to and without limiting or impairing any right or remedy of the Port Authority under the Lease or under this Consent or otherwise, the Sublessee hereby absolutely, unconditionally and irrevocably promises and assures to the Port Authority the payment and performance of the Signatory Carriers Site Lease Obligations, in accordance with the following subparagraphs hereof (the Sublessee being sometimes herein in this Paragraph 15 also called the "Obligor" and its obligations hereunder being sometimes hereinafter called its "Joint and Step-up Obligations").

(c) Monetary Obligations: (1) The Sublessee's pro rata share of the Signatory Carriers Site Lease Obligations (with respect to monetary obligations) shall be equal to the percentage set forth below, as the same may be adjusted pursuant to and in accordance with the following subparagraphs.

As of the effective date of the Lease and of this Consent, the Sublessee (described by its airline corporate

name stated below) and each of the other Signatory Carriers (as set forth below and in their respective consent to facility sublease agreements) shall have, for the purposes of the Joint and Step-up Obligations hereunder and under their respective consent to facility sublease agreements, the following pro rata shares of the Signatory Carriers Site Lease Obligations (with respect to monetary obligations):

Signatory Carriers	Pro Rata Percentage
Compagnie Nationale Air France	29.86%
Japan Airlines Company, Ltd.	14.89%
Korean Air Lines Co., Ltd.	23.55%
Deutsche Lufthansa Aktiengesellschaft	31.70%
Total	100%

(2) The aforesaid percentages set forth as the Sublessee's pro rata share of the Signatory Carriers Site Lease Obligations and that of each of the other Signatory Carriers shall continue unchanged, for the purposes hereof, as stated in sub-subparagraph (1) above unless and until the Sublessee shall submit a notice to the Port Authority setting forth a new percentage for the Sublessee's pro rata share and that for each of the other Signatory Carriers pro rata shares, provided, however, that if any such new percentage of any such pro rata share shall be less than one percent (1%) then such new percentages shall become effective only if the same are set forth in a supplemental agreement to this Consent and the supplemental agreements to the consent to facility sublease agreement with each of the other Signatory Carriers signed by the Port Authority, the Lessee and the respective Signatory Carrier; provided, further, however, that at all times the total pro rata shares shall equal one-hundred percent (100%) of the Signatory Carriers Site Lease Obligations; and provided, further, that each of aforesaid notices shall be signed by the Lessee, the Sublessee and all of the other Signatory Carriers and, further, that each such notice shall be given no more frequently than annually and on or before January 31 of the calendar year during which such new percentages shall be in effect. Any notice given by the Sublessee or any proposed change in the pro rata share percentages which is not in strict compliance with the requirements of this provision shall be deemed void and not effective and the pro rata percentages then previously in effect shall continue unchanged.

(3) First Late Payment Notice. If the Port Authority has not received payment in full from the Lessee of the Signatory Airlines Site Lease Obligations when due and payable

pursuant to the Lease, the Port Authority, if in its sole and complete discretion and without limiting or impairing any of its rights and remedies under the Lease or this Consent or otherwise it exercises its rights under the Sublessee's Joint and Step-up Obligations hereunder, may notify the Lessee in writing of such deficiency with written notice to each of the Signatory Carriers that such payment so due and payable has not been received in full and the amount of the deficiency of such payment.

(4) First Supplemental Invoice. If the Port Authority has not received full payment by the fifteenth (15th) calendar day after its notice to the Lessee, as aforesaid, the Port Authority, if in its sole and complete discretion and without limiting or impairing any of its rights and remedies under the Lease or this Consent or otherwise it continues to exercise its rights under the Sublessee's Joint and Step-up Obligations hereunder, may issue a First Supplemental Invoice to the Sublessee. Such First Supplemental Invoice will be for the Sublessee's pro rata share of the deficiency in such payment so due and payable, as set forth in subparagraph (1) hereof, provided that, the amount of such invoice shall be calculated on the basis that, solely for purposes hereof, Sublessee's pro rata share shall be increased to provide among the non-defaulting Signatory Carriers for the payments due and payable by any Signatory Carrier then in default under its Joint and Step-up Obligations under its respective consent to facility sublease agreement or under its sublease. The Sublessee shall pay the amount set forth in such invoice as its pro rata share (in accordance with the foregoing) no later than ten (10) calendar days after the date of such invoice. Each other Signatory Carrier shall, pursuant to its Joint and Step-up Obligations set forth in its consent to facility sublease agreement, likewise pay its respective pro rata share of said deficiency.

(5) Additional Supplemental Notices and Invoices. If any Signatory Carrier subsequently defaults on payment of a Supplemental Invoice, the Port Authority, if in its sole and complete discretion and without limiting or impairing any of its rights and remedies under the Lease, this Consent or otherwise it continues to exercise its rights under the Joint and Step-up Obligations hereunder, may continue the above notice and invoice procedures to each of the non-defaulting Signatory Carriers, until all required payments have been received.

(6) For the purposes hereof and without limiting or impairing any other term or provision hereof, it is expressly understood and agreed that if any Signatory Carrier is in default under its sublease the Sublessee shall promptly notify the Port Authority in writing of such default, and, further that

the Port Authority shall have the right, but not the obligation, to invoke and/or continue the notice and invoice procedures with regard to such Signatory Carrier.

(d) Nonmonetary Obligations: With respect to Signatory Carriers Site Lease Obligations other than rental, fees and other monetary obligations of the Lessee, as aforesaid, the Port Authority, if in its sole and complete discretion and without limiting any of its rights and remedies under the Lease, this Consent or otherwise it exercises it rights under the Joint and Step-up Obligations hereunder, may give written notice to the Sublessee concurrently with or, at the Port Authority's option, after its notice of default to the Lessee given by the Port Authority pursuant to the Lease that such non-monetary obligation has not been performed, fulfilled or observed. Thereupon, the Sublessee shall fully, pursuant to the Joint and Step-up Obligations hereunder, perform, fulfill or observe such non-monetary obligation in accordance with the terms of the Lease.

(e) The rights and remedies provided herein to the Port Authority under the Joint and Step-up Obligations of the Sublessee hereunder shall be and shall be deemed cumulative and additional to, and not in lieu of or exclusive of, any other right or remedy available to the Port Authority under the Lease or this Consent or at law or equity, and the exercise of or failure to exercise any right or remedy hereunder shall not prevent or restrict, affect, impair or limit the Port Authority in its exercise of any other right or remedy under the Lease, or the Consent, or at law or equity; it being expressly understood and agreed that the Port Authority shall at all times have all such rights and remedies under the Lease, this Consent and at law and equity including without limitation its rights of termination under the Lease and its rights of revocation under this Consent.

(f) (1) The provisions of this Paragraph 15 and the Joint and Step-up Obligations under this Paragraph 15 to the Port Authority, and the rights and remedies of the Port Authority under this Paragraph 15, and the obligations of the Sublessee as Obligor under this Paragraph 15 shall survive the expiration or termination of the Lease or the expiration or termination or revocation of this Consent and of the consent granted hereunder and shall so survive as an absolute, unconditional and unilateral contractual obligation of the Obligor; and it is expressly understood and agreed that in the event of any such expiration and termination of the Lease or the expiration, termination or revocation of this Consent the Port Authority in exercising its rights hereunder shall have no obligation to serve the aforesaid "First Late Payment Notice" prior to its service of the aforesaid "First Supplemental Invoice" or any subsequent or additional

notice on the Sublessee. The Joint and Step-up Obligations of the Sublessee under this Paragraph 15 shall be severable from and independent of any other obligations of the Sublessee under this Consent.

(2) Nothing in this Paragraph 15 nor any action taken or payment made hereunder shall grant or create or be deemed to grant or create any rights or interest in or to the Lease or the premises thereunder to the Sublessee or to alter, impair or vary the provisions of the Lease or this Consent.

(g) (1) The Sublessee hereby agrees that the validity of the Joint and Step-up Obligations and the obligations of the Sublessee as Obligor 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 Lessee under the Lease or by the assertion by the Port Authority against the Lessee of any of the rights or remedies reserved to the Port Authority under the provisions of the Lease or by the withdrawal, discontinuance or settlement of any judicial or other proceedings brought by the Port Authority against the Lessee.

(2) The liability of the Sublessee as Obligor hereunder shall in no way be affected by:

(a) The release or discharge of the Lessee in any creditors', receivership, bankruptcy or other similar proceedings.

(b) The impairment, limitation or modification of the liability of the Lessee or its estate in bankruptcy, or of any remedy for the enforcement of the Lessee's said liability under the Lease, 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 Lessee or its estate.

(c) The rejection or disaffirmance of the Lease in any creditors', receivership, bankruptcy or other similar proceedings.

(d) Any disability or any defense of the Lessee.

(3) The Joint and Step-up Obligations of the Sublessee hereunder shall remain and continue in full force and effect as to any and every renewal, modification or extension of the Lease whether in accordance with the terms of the Lease or by a separate or additional document, and notwithstanding any such

renewal, modification or extension, whether or not the Sublessee has specifically consented to such renewal, modification or extension. The liability of the Sublessee hereunder shall in no way be affected by the failure of the Port Authority to obtain the Sublessee'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.

(4) The Joint and Step-up Obligations of the Sublessee hereunder shall be, remain and continue in full force and effect whether or not the Sublessee is or continues as an Airline Partner of the Lessee, as aforesaid, or as an Approved Sublessee, as defined in the Lease, and the liability of the Sublessee hereunder shall in no way be affected by its or any other partner's withdrawal or removal from, or its or any other partner's ceasing to be a partner in, the limited partnership (Terminal One Group Association L.P.) which constitutes the Lessee under the Lease whether by agreement, operation of law or otherwise or by dissolution of or any other change in the Lessee, and notwithstanding any Port Authority consent thereto (except as otherwise expressly provided in (c)(2) of this Paragraph 15 with respect to the required supplemental agreements to this Consent for pro rata percentages of less than one percent (1%); and said liability of the Sublessee shall also in no way be affected by the admission or addition of one or more new partners in the Lessee, and notwithstanding any Port Authority consent thereto (except as otherwise expressly provided in (c)(2) of this Paragraph 15 with respect to the required supplemental agreements to this Consent for pro rata percentages less than one percent (1%).

(5) This Consent, including the Joint and Step-up Obligations under this Paragraph 15 and the interpretation, validity, and enforceability thereof shall be governed by the laws of the State of New York.

(6) The Joint and Step-up Obligations of the Sublessee hereunder shall inure to the benefit of the Port Authority, its successors and assigns, and shall be binding upon the Sublessee, its successors and assigns.

16. Without limiting the generality of the provisions of Paragraph 2 hereof, it is hereby recognized that the following described provisions of the Sublease are or may, in whole or in part, be contrary to, conflict with or be inconsistent with the Lease. It is hereby understood and agreed as follows:

(a) Without limiting the generality of Paragraph 2 of this Consent or any other term or provision hereof, notwithstanding

the provisions of (i) Article 1 of the Sublease setting forth the definitions of "Majority Owned Air Carrier", "Minority Owned Air Carrier", "Signatory Carrier", "Sublease Air Carrier", "Wholly Owned Air Carrier" and "Permittees", (ii) Section 2.05 of Article 2 of the Sublease with respect to the addition of "Other Signatory Carriers", (iii) Sections 5.02, 5.03, 5.04 and 5.05 of Article 5 with respect to use by "Wholly Owned Air Carriers", "Contract Carriers", "Itinerants and other non-Air Carrier users" or (iv) Sections 8.04 (b) and 8.05 of Article 8 of the Sublease with respect to "Sublease Air Carrier" or "tenancy at will" (v) Article 9 of the Sublease covering "Wholly-owned, Majority-owned and Minority-owned Air Carriers", it is expressly and specifically understood and agreed that all of the said provisions are and shall be subject and subordinate to the Lease and the terms and provisions thereof, including without limitation Section 28 thereof, and to this Consent and that any use and/or occupancy of the subleased premises or any of the other areas or facilities under the Sublease or any part thereof or the premises under the Lease or any portion thereof by any party or person other than the Sublessee pursuant to the Sublease and this Consent itself shall require as a condition precedent to such use and/or occupancy and/or any contracts or other agreements between the Lessee or the Sublessee and any such person or party the additional and separate prior written consent, in each instance, of the Port Authority, irrespective of the ownership relationship between the Sublessee and such person or party, which consent will be in the form of a separate consent to sublease agreement and which consent will, among other matters, set forth the handling and subletting percentage fees applicable thereto in accordance with Section 4 of the Lease; nor shall any of the said provisions of the Sublease or any provisions of this Consent constitute or be deemed to constitute a waiver of the requirement for such additional Port Authority consent nor imply that such consent will be granted nor release or relieve or be deemed to release or relieve the Lessee from any of its obligations under the Lease.

(b) Without limiting the generality of Paragraph 2 hereof, and notwithstanding the provisions of the Sublease covering "Additional Facilities" and "Additional Preferential Facilities" (as such terms are defined therein) including without limitation Article 1, Article 4, (4.01), (4.03), Article 7 (7.07), neither said provisions nor this Consent shall constitute any waiver of the required Port Authority separate prior consent or approval for the construction or installation of any such facilities nor any waiver or impairment of any of the terms and provisions of the Lease.

(c) Notwithstanding anything to the contrary in the definition of or use of "Date of Beneficial Occupancy" or "DBO" in the Sublease, it is specifically understood and agreed that for all

purposes under the Lease, the Consent to IDA Subleases Agreement and this Consent, the definitions and use of "the Date of Beneficial Occupancy" and "the D.B.O." as set forth in Section 4 of the Lease shall prevail and control.

(d) Notwithstanding the reference in or attachments to the Sublease of the "Terminal One Plan" as described in Section 4.02 of Article 4 of the Sublease, it is specifically understood and agreed that neither this Consent not anything contained herein shall be or be deemed to constitute or to waive the required Port Authority review and approval of the construction work as defined in Section 2 of the Lease or of the required comprehensive plan of the Lessee for the construction work as defined in Section 2 of the Lease.

(e) Notwithstanding Sections 5.01 (b) and 5.01 (e) of Article 5 of the Sublease describing use of other Airport facilities, it is specifically understood and agreed that neither this Consent nor anything contained herein shall be or be deemed to constitute or to waive the required additional Port Authority permission, including consent or approval for the use of any areas of the Airport other than the subleased premises under the Sublease or portion thereof.

(f) Notwithstanding any provision of Article 10 of the Sublease to the contrary, it is specifically understood and agreed that in the event of any inconsistency or conflict between said provisions and the provisions of Paragraph 10 hereof, the provisions of Paragraph 10 hereof shall prevail and control as to the matters covered thereunder, the indemnities to the Port Authority, and the insurance required by the Port Authority hereunder.

(g) Notwithstanding any provision of Part 20 of Schedule 2 of the Sublease to the contrary (entitled "Concessions Area"), it is specifically understood and agreed that the Lease, including without limitation Sections 59 through 71 thereof covering consumer services, shall prevail and control in the event of any inconsistency or conflict.

(h) Notwithstanding any term or provision of Article 12 or of Article 15 of the Sublease to the contrary, it is specifically understood and agreed that, without limiting Paragraphs 2 and 3 of this Consent or any other term or provision of this Consent, said Article 12 covering "Assignment and Transfer" and said Article 15 shall in all respects be subject and subordinate to the Lease, including without limitation Section 28 thereof, and to this Consent and that specifically the provisions of Sections 12.01 and 12.02 of the Sublease and further, shall not be

effective unless the additional separate prior written consent of the Port Authority is obtained by the Lessee and the Sublessee.

(i) Notwithstanding the designated address of the Lessee as stated on the first page of this Consent or as may be stated in the Sublease, it is specifically understood and agreed that neither the designation nor the listing of such address shall be or be deemed to be the required Port Authority consent for the use of such office location by the Lessee or its General Partner or to be or constitute a waiver of such requirement for Port Authority consent under the lease entered into between the Port Authority and the lessee of Building 14 at the Airport or a waiver of any other term or provision of such lease.

As stated in Paragraph 2 hereof, the terms, provisions, covenants, conditions and agreements of the Lease shall, in all respects, be controlling, effective and determinative and to the extent that any of the foregoing named or described provisions or any other provisions of the Sublease in addition to those enumerated above in whole or in part are contrary to, conflict with or are inconsistent with the Lease, they shall be deemed null and void and of no force or effect as to the Port Authority and of no force or effect on the Lease.

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

18. The Sublessee hereby agrees to the terms and provisions of the Schedule attached hereto, hereby made a part hereof, and marked "Schedule A". The terms and provisions of Schedule A shall have the same force and effect as if herein set forth in full. Notwithstanding the provisions of paragraph (d) of Part II of Schedule A, the Commencement Date as used in said paragraph shall be deemed to be June 1, 1973.

19. It is recognized that the General Airport Agreement, as defined in Section 85 of the Lease, and the principles and formula set forth therein for the calculation of flight fees,

including the costs recovery accounting principles, have by agreement or policy been the basis for determining flight fees payable by various aircraft operators at the Airport in addition to the aircraft operators who are the actual signatory lessees to the General Airport Agreement. In the event of the expiration and non-extension or non-renewal of the General Airport Agreement, the same formula, accounting principles and costs recovery methodology now set forth in the General Airport Agreement for the calculation of flight fees shall continue to be utilized for the calculation of flight fees at the Airport for the Sublessee until such time as the General Airport Agreement is formally replaced by a new agreement or agreements or by a new policy or policies. The Port Authority has advised the Sublessee that it is the intention of the Port Authority that with respect to the formula, accounting principles and the costs recovery methodology for the calculation of flight fees upon the expiration and non-extension or non-renewal of the General Airport Agreement all aircraft operators at the Airport which are similarly situated will be treated in a similar manner.

20. Subject to and without limiting or affecting any other term or provision of the Lease or of this Consent, the Sublessee agrees to provide service at the subleased premises for the benefit of the traveling public in a manner consistent with generally accepted airline industry standards for airport terminals and will cooperate with the Port Authority and other airlines serving the traveling public at the Airport in maintaining these standards through organized airport service improvement working groups.

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

22. (a) In accordance with the Lease and without limiting any of the terms, provisions, covenants and conditions thereof, the Lessee and the Sublessee hereby certify, warrant and represent to the Port Authority that as of the date of the execution of this Consent to Facility Sublease Agreement and at all

times during the effectiveness hereof the Sublessee is and shall be an Airline Partner (as defined in Section 26 of the Lease) of the Lessee subject to Paragraph 3 (b).

(b) By its execution and delivery of this Consent to Facility Sublease Agreement, the Sublessee as an Airline Partner of the Lessee and as a shareholder of the General Partner hereby acknowledges and represents to the Port Authority that it has authorized and consented to and that each other Airline Partner and each other shareholder of the General Partner have authorized and consented to the execution of the Lease and of this Consent by the General Partner of the Lessee (as herein named and defined).

23. (a) (1) As used herein in this Paragraph 23 the terms "Assigned Use Agreement Rights", "Bonds" "Bondholders", "Facility Provider", "IDA Transaction Documents", "IDA Transaction" and "Project" shall each have the applicable meaning as defined in the Consent to IDA Subleases Agreement,

(2) Without limiting Paragraphs 2 or 16 hereof or any other term or provision hereof, with respect to any and all terms, provisions, covenants and conditions of the Sublease involving or affecting the IDA the same shall be subject in all respects to the Consent to IDA Subleases Agreement in accordance with the terms and provisions thereof. Further, notwithstanding anything to the contrary in any and all references or provisions in the Sublease to or covering the "Bonds", "IDA", "IDA Lease Agreement", "TOGA Facilities Sublease", "Trustee", Trust Indenture" (as such terms appear therein), including without limitation Articles 1 and 4 thereof, it is specifically understood and agreed that this Consent to Facility Sublease Agreement shall not be or be deemed to be the Consent to the IDA Subleases Agreement (as hereinbefore defined) and that neither this Consent to Facility Sublease Agreement nor the Sublease nor anything contained therein shall or shall be deemed to waive, alter, vary, affect or impair the terms and provisions of the said Consent to IDA Subleases Agreement.

(b) Without limiting the foregoing, the Lessee and the Sublessee acknowledge and agree that the IDA Subleases have been entered into by the Lessee and the IDA solely to give the IDA a sufficient interest to effectuate the issuance of its Bonds in connection with the financing of the Project and that, other than as provided in the Consent to IDA Subleases Agreement,

(i) the IDA Transaction Documents and the IDA Transaction are not intended to and do not in any way encumber the Lease or the premises thereunder and that neither the IDA Transaction Documents nor this Consent to Facility Sublease

Agreement nor anything contained herein nor the consent granted hereunder nor the IDA Transaction shall affect or alter or be deemed to have affected or altered the relationship between the Port Authority and the Lessee it being understood and agreed that as between and among the IDA, the Lessee, the Trustee, each Facility Provider, the Bondholders and the Port Authority, the Lessee shall have as full and complete power and authority to act as the tenant under the Lease including without limitation the power to amend, supplement and surrender the same, in whole or in part, and the Port Authority shall have as full and complete power and authority to act as the lessor under the Lease including without limitation the power to amend, supplement and surrender the same, in whole or in part, to grant consents and approvals and to deal solely and directly with the Lessee as the tenant under the Lease as if the IDA Transaction Documents had not been entered into, the Consent to the IDA Subleases Agreement had not been granted and the IDA Transaction had not taken place nor shall any of the foregoing require the redemption, payment, acceleration, defeasance or cancellation of the Bonds as a prerequisite thereto; provided, however, that nothing herein shall or shall be deemed to limit, affect, restrict or impair the rights and obligations among the Lessee, the IDA, each Facility Provider, the Bondholders, each Airline Partner and the Trustee. Further, the Port Authority shall have no obligation, implicit or otherwise, to inquire into the conformity of any action taken pursuant to this Consent or the other Port Authority Documents (as such term is defined in the Consent to IDA Subleases Agreement) or the Sublease with the terms and provisions of the IDA Transaction Documents; and

(ii) the IDA, each Facility Provider and the Trustee shall have no rights in the Sublease whatsoever (other than the Assigned Use Agreement Rights) and that the IDA Transaction Documents and the IDA Transaction are not intended to and do not in any way encumber the Lease or the premises thereunder, the Sublease (other than with respect to the Assigned Use Agreement Rights), this Consent, or the subleased premises and that the relationship between and among the Port Authority, the Lessee, the Sublessee and the other Airline Partners shall be and be deemed to be as if the IDA Transaction Documents had never been entered into, the IDA Transaction had never taken place, and the Consent to IDA Subleases Agreement had never been granted and as if the Lessee had entered into the Sublease directly under only the Lease, including without limitation that as between and among the Lessee, the IDA, each Facility Provider, the Trustee, each Airline Partner, the Bondholders and the Port Authority, the

Lessee shall have as full and complete power and authority to act as the lessor under the Sublease, including without limitation the power to amend, supplement and surrender the same (except with respect to the Assigned Use Agreement Rights), in whole or in part, to grant consents and approvals and to deal solely and directly with the Sublessee as the tenant and user under the Sublease as if the IDA Transaction Documents had never been entered into, the IDA Transaction had never taken place and the Consent to the IDA Subleases Agreement had never been granted and as if the Sublease were entered into directly under only the Lease and the Sublessee shall have as full and complete power and authority to act as the tenant and user under the Sublease including without limitation the power to amend, supplement and surrender the same (except with respect to the Assigned Use Agreement Rights), in whole or in part, as if the IDA Transaction Documents had never been entered into, the IDA Transaction had never taken place and the Consent to the IDA Subleases Agreement had never been granted and as if the Sublease were entered into directly under only the Lease and the Port Authority shall have as full and complete power and authority to deal with the Sublease and the Sublessee under the Lease and this Consent and to deal directly and solely with the Lessee and the other Airline Partners thereunder including without limitation the power and authority to revoke this Consent or to amend or supplement this Consent and to grant further consents and approvals under the Sublease (except with respect to the Assigned Use Agreement Rights) as if the IDA Transaction Documents had never been entered into, the IDA Transaction had never taken place and the Consent to the IDA Subleases Agreement had never been granted and as if the Sublease had been entered into directly under only the Lease nor shall any of the foregoing require the redemption, payment, acceleration, defeasance, or cancellation of the Bonds as a prerequisite thereto; provided, however, that nothing herein shall or shall be deemed to limit, affect, restrict or impair the rights and obligations among the Lessee, the IDA, each Facility Provider, the Bondholders, the Sublessee and the Trustee. Further, the Port Authority shall have no obligation, implicit or otherwise, to inquire into the conformity of any action taken pursuant to the Lease, the Sublease or this Consent with the terms and provisions of the said IDA Transaction Documents.

(c) (1) The parties understand and agree that this Consent is not a mortgage and shall not be deemed to create a mortgage or any other security interest in the subleased premises or the Sublease or the Lease or the premises under the Lease.

(2) It is further understood and agreed that no consent is being given hereunder to the actual occupancy of the premises under the Lease or the subleased premises, by the IDA, the Trustee, any Bondholder or any Facility Provider, and, without limiting Paragraph 3 hereof or any other term or provision of this Consent to Facility Sublease Agreement, that any actual occupancy of the premises under the Lease or the subleased premises or any appointment of a receiver or any exercise of any rights of entry, re-entry, redemption, eviction or regaining or resumption of possession, or any selling, transferring, mortgaging, acquiring, pledging, or assigning (other than as provided in Paragraph 2 of the Consent to IDA Subleases Agreement) of the premises under the Lease or the subleased premises, the Lease or the Sublease by the IDA, the Trustee, any Bondholder or any Facility Provider shall be and be deemed a material breach of the Lease permitting the Port Authority to terminate the Lease in accordance with its terms.

(d) (1) In addition to and without limiting any other indemnity, promise, term, covenant, condition or provision of the Lease, this Consent or of the Consent to the IDA Subleases Agreement, the Lessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, agents and employees from and against all claims and demands of third persons (including without limitation, the IDA, the Trustee, each Facility Provider, each Airline Partner and each Bondholder) of every kind or description whatsoever arising or alleged to arise out of any default of the Lessee, the Sublessee, the IDA, any Facility Provider, any Bondholder or the Trustee under this Consent or the Consent to the IDA Subleases Agreement, the IDA Transaction Documents or out of or in connection with the IDA Transaction and whether arising or alleged to arise from acts or omissions of the Port Authority or of the Commissioners, officers, agents, directors or employees of the Port Authority, including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification arising by operation of law or pursuant to the Basic Lease whereby the Port Authority has agreed to indemnify the City of New York against claims. The Lessee shall reimburse the Port Authority for the Port Authority's costs and expenses including but not limited to legal expenses incurred for the defense, settlement or satisfaction of any of the foregoing. If so directed the Lessee shall, at its own cost and expense defend any suit against the Port Authority based on any such losses, injuries, liabilities, claims and demands (even if such suit or demand is or appears to be groundless, false or fraudulent) and in defending such, the Lessee 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. This covenant of indemnity shall survive the expiration or revocation of this Consent.

(2) In addition to and without limiting any other indemnity, promise, term, covenant, condition or provision of the Lease, this Consent or of the Consent to the IDA Subleases Agreement, the Sublessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, agents and employees from and against all claims and demands of third persons (including without limitation, the IDA, the Trustee, each Facility Provider, each Airline Partner and each Bondholder) of every kind or description whatsoever arising or alleged to arise out of any default of the Sublessee under this Consent or the Consent to the IDA Subleases Agreement, the IDA Transaction Documents or out of or in connection with the IDA Transaction and whether arising or alleged to arise from acts or omissions of the Port Authority or of the Commissioners, officers, agents, directors or employees of the Port Authority, including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification arising by operation of law or pursuant to the Basic Lease whereby the Port Authority has agreed to indemnify the City of New York against claims. The Sublessee shall reimburse the Port Authority for the Port Authority's costs and expenses including but not limited to legal expenses incurred for the defense, settlement or satisfaction of any of the foregoing. If so directed the Sublessee shall, at its own cost and expense defend any suit against the Port Authority based on any such losses, injuries, liabilities, claims and demands (even if such suit or demand is or appears to be groundless, false or fraudulent) and in defending such, the Sublessee 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. This covenant of indemnity shall survive the expiration or revocation of this Consent.

(e) It is hereby understood and agreed that any future subleasing of the premises under the Lease or the subleased premises whether in whole or in part, or other any other area or facility under the Sublease, by the Lessee or by the Sublessee or others which purports to convey a possessory interest therein shall not be made and shall not be deemed to have been made subject to or under the IDA Subleases or either of them.

(f) Notwithstanding any term or provision contained in any of the IDA Transaction Documents, (i) none of the IDA, the Trustee, any Facility Provider, nor any Bondholder shall have any right of consent, direction, approval or request under the Lease or under the Sublease except the IDA and the Trustee shall have a right of consent with respect to the Assigned Use Agreement Rights as described in Paragraph 22 of the Consent to IDA Subleases Agreement and, further, (ii) no mortgage, lien, security interest, pledge or other encumbrance has been created or is to be created by the IDA Transaction Documents or by the IDA Transaction in the properties of the premises under the Lease or the subleased premises, the Lease or the Sublease or in any revenues or other income from or in connection with the premises under the Lease or the subleased premises other than a pledge and security interest in the rentals payable by the Lessee under the IDA Lease Agreement and the pledge of the IDA to the Trustee of the Assigned Use Agreement Rights.

(g) Although implicit in this Consent to Facility Sublease Agreement, it is expressly understood and agreed that a breach of any of the terms and conditions of this Consent to Facility Sublease Agreement by the Lessee, the Trustee, the IDA, any Facility Provider or any act by the Bondholders or any of them which is a breach of, or is inconsistent with or contrary to the terms and provisions of, this Consent shall and shall be deemed to be a material breach of the Lease permitting the Port Authority to terminate the Lease in accordance with its terms.

24. References herein to the Sublessee shall mean and include the Sublessee and its officers, agents, employees and also others on the premises under the Lease or the subleased premises or the Airport with the consent of the Sublessee.

25. The Lessee, Sublessee and the Port Authority agree that no representations or warranties shall be binding on any party hereto unless expressed in writing in this Consent to Facility Sublease Agreement, and that without limiting the foregoing, neither any prior discussions among the parties with respect to the Sublease or any other matter nor any comments, oral or written, given by the Port Authority to the Lessee or the Sublessee or any other party or person with respect to the Sublease or in connection therewith or this Consent or any other matter shall be binding by the Port Authority unless expressed in writing in this Consent to Facility Sublease Agreement.

26. No Commissioner, director, officer, agent or employee of any party to this Consent to Facility Sublease Agreement shall be charged personally or held contractually liable by or to any other party under any term or provision of this

(f) Notwithstanding any term or provision contained in any of the IDA Transaction Documents, (i) none of the IDA, the Trustee, any Facility Provider, nor any Bondholder shall have any right of consent, direction, approval or request under the Lease or under the Sublease except the IDA and the Trustee shall have a right of consent with respect to the Assigned Use Agreement Rights as described in Paragraph 22 of the Consent to IDA Subleases Agreement and, further, (ii) no mortgage, lien, security interest, pledge or other encumbrance has been created or is to be created by the IDA Transaction Documents or by the IDA Transaction in the properties of the premises under the Lease or the subleased premises, the Lease or the Sublease or in any revenues or other income from or in connection with the premises under the Lease or the subleased premises other than a pledge and security interest in the rentals payable by the Lessee under the IDA Lease Agreement and the pledge of the IDA to the Trustee of the Assigned Use Agreement Rights.

(g) Although implicit in this Consent to Facility Sublease Agreement, it is expressly understood and agreed that a breach of any of the terms and conditions of this Consent to Facility Sublease Agreement by the Lessee, the Trustee, the IDA, any Facility Provider or any act by the Bondholders or any of them which is a breach of, or is inconsistent with or contrary to the terms and provisions of, this Consent shall and shall be deemed to be a material breach of the Lease permitting the Port Authority to terminate the Lease in accordance with its terms.

24. References herein to the Sublessee shall mean and include the Sublessee and its officers, agents, employees and also others on the premises under the Lease or the subleased premises or the Airport with the consent of the Sublessee.

25. The Lessee, Sublessee and the Port Authority agree that no representations or warranties shall be binding on any party hereto unless expressed in writing in this Consent to Facility Sublease Agreement, and that without limiting the foregoing, neither any prior discussions among the parties with respect to the Sublease or any other matter nor any comments, oral or written, given by the Port Authority to the Lessee or the Sublessee or any other party or person with respect to the Sublease or in connection therewith or this Consent or any other matter shall be binding by the Port Authority unless expressed in writing in this Consent to Facility Sublease Agreement.

26. No Commissioner, director, officer, agent or employee of any party to this Consent to Facility Sublease Agreement shall be charged personally or held contractually liable by or to any other party under any term or provision of this

Consent to Facility Sublease Agreement or of any supplement, modification or amendment to this Consent to Facility Sublease Agreement, or because of any breach thereof, or because of its or their execution or attempted execution.

IN WITNESS WHEREOF, the Port Authority, the Lessee and the Sublessee have executed these presents as of the day and year first above written.

ATTEST:

_____

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) _____

(Seal)

ATTEST:

_____

Secretary

TERMINAL ONE GROUP ASSOCIATION, L.P.
(Lessee)

By: TERMINAL ONE MANAGEMENT, INC.
GENERAL PARTNER

By _____

(Title) Chief Executive Officer

(Corporate Seal)

ATTEST:

_____

Secretary

_____
(Sublessee)

By _____

(Title) President

(Corporate Seal)

EXHIBIT X

The following are the Triggering Events applicable to Paragraph 7 of the Consent to Facility Sublease Agreement between the Sublessee (as named and defined therein) and the Port Authority to which this Exhibit is attached.

A Triggering Event shall occur when the Sublessee shall fail to make a payment in either of the categories listed below. Furthermore, such Triggering Event shall not have occurred unless the Port Authority shall have notified the Sublessee that such Triggering Event shall be effective on a date thirty (30) days following the date of such notice unless all payments due from the Sublessee pursuant to such categories listed below and specified in such notice have been received by the Port Authority:

(i) Payment of all sums, including, without limitation, flight fees and fuel gallonage fees, under agreements or otherwise with the Port Authority shall be made on or before the twentieth day of the following calendar month by the Sublessee;

(ii) Payment of all sums due to the Port Authority and outstanding for more than thirty (30) days, appearing on a Statement of Account rendered by the Port Authority to the Sublessee.

For the Port Authority

Initialled:

For the Lessee

For the Sublessee

SCHEDULE A

PART I

Ground Transportation

(a) The Airline may arrange for the transportation to and from the Airport of its employees and their baggage (and such employees and baggage only) either directly or by contract with a surface carrier or carriers (hereinafter called "the Employee Surface Carrier or Carriers") of its choice, provided, that such Employee Surface Carrier or Carriers are at all times Ground Carrier Permittees of the Port Authority as defined in paragraph (b) hereof and provided, further, that ten percent (10%) or such lesser percentage as may be set pursuant to paragraph (e) hereof of the gross receipts received from the ground transportation of employees and their baggage by the Employee Surface Carrier providing such service, or by the Airline, including all advertising and any other revenues of any type arising out of or in connection with said service (excluding only local, state and federal transportation taxes which are separately stated to and paid by the passengers and are directly payable to the taxing authority by the Airline or by the Employee Surface Carrier) shall be paid to the Port Authority. No fee shall be paid by the Airline to the Port Authority in connection with the ground transportation of employees and their baggage of the Airline if the Airline operates the service itself and if the Airline makes no charge to its employees and their baggage therefor.

(b) As of the Commencement Date as defined in paragraph (c) hereof, the Port Authority shall endeavor to issue permits to at least 12 qualified service carriers (herein called "the Ground Carrier Permittees") which Permits shall grant to said Ground Carrier Permittees the privilege of providing a service for the transportation to and from the Airport of employees and their baggage of all Aircraft Operators at the Airport. Each Permit shall provide that the Port Authority shall have the right at any time to revoke the Permit granted to any Ground Carrier Permittee with or without cause and regardless of whether any such Permittee is an Employee Surface Carrier of the Airline and regardless of any agreement between the Airline and its Employee Surface Carrier. Without limiting the foregoing right, if the Ground Carrier Permittee selected by the Airline shall at any time fail to pay the Port Authority ten percent (10%) or such other percentage of its gross receipts as established pursuant to paragraph (e) hereof as required under the Permit,

the Port Authority shall have the right in addition to all other rights and remedies, to deny such Permittee entrance upon the Airport for the purpose of transporting employees and their baggage as aforesaid to and from the Airport and the Airline shall no longer use the same.

In the event that there should at any time be less than 12 Ground Carrier Permittees in operation at the Airport the Airline shall have the right to engage an Employee Surface Carrier of its choice to provide the service set forth in paragraph (a) hereof, subject, however, to the prior and continuing approval of the Port Authority, and provided that such Employee Surface Carrier agrees to become a Permittee of the Port Authority and to pay a percentage of its gross receipts to the Port Authority in accordance with paragraphs (d) and (e) hereof and only for so long as such Permittee observes and complies with the terms of its Permit, it being understood that said Employee Surface Carrier may be restricted to serving the Airline at the Airport. At such time thereafter as there is in operation at the Airport at least 12 Ground Carrier Permittees, the Permit with the said Employee Surface Carrier may be revoked by the Port Authority and the Airline shall thereupon select an Employee Surface Carrier from the Ground Carrier Permittees of the Port Authority. Nothing contained hereunder shall be deemed to preclude the Port Authority from issuing from time to time Permits to more than 12 Ground Carrier Permittees. The Permits with the Ground Carrier Permittees may contain privileges other than those set forth in the first subparagraph of this paragraph (b), including but not limited to the privilege to transport passengers and baggage of Aircraft Operators. All Permits shall contain such terms or provisions as the Port Authority may deem from time to time necessary or desirable.

(c) The term "Commencement Date" as used in Part I of this Schedule shall mean the date stated in the notice to be given to the Airline as the Commencement date and the Port Authority shall have complete discretion with respect to the fixing of such date. The Port Authority shall give at least thirty (30) days' prior written notice of the establishment of the Commencement Date.

(d) For the period prior to the Commencement Date hereunder, the following provisions of this paragraph (d) shall be in effect in lieu of the provisions of paragraph (a) hereof:

The Airline may arrange for the transportation to and from the Airport of passengers, employees and baggage (and such passengers, employees and baggage only) either directly or by contract with a surface carrier or carriers (hereinafter called "Passenger Surface Carrier or Carriers", of its choice, subject, however, to the prior and continuing approval of the Port Authority and provided, that such Passenger Surface Carrier or Carriers agree to become Permittees of the Port Authority and provided, further, that ten percent (10%) or such lesser percentage as may be set pursuant to paragraph (e) hereof of the gross receipts received from the ground transportation of passengers, employees and baggage by the Passenger Surface Carrier providing such service or by the Airline, including all advertising and any other revenues of any type arising out of or in connection with said service (excluding only local, state and federal transportation taxes which are separately stated to and paid by and are directly payable to the taxing authority by the Airline or by the Passenger Surface Carrier) shall be paid to the Port Authority. If the Passenger Surface Carrier designated by the Airline shall at any time fail to pay to the Port Authority ten percent (10%) or such lesser percentage as may be set pursuant to paragraph (e) hereof of its gross receipts as aforesaid when billed therefor by the Port Authority, the Port Authority shall have the right to deny such carrier entrance upon the Airport for the purpose of transporting passengers, employees and baggage as aforesaid to and from the Airport and the Airline shall no longer use the same. No fee shall be paid by the Airline to the Port Authority in connection with the ground transportation of officers and employees of the Airline if the Airline operates the service itself and if the Airline makes no charge to its employees and officers thereof. The occasional non-recurring employment by the Airline of a surface carrier who is not a Permittee of the Port Authority shall not be deemed to be a breach of this Schedule by the Airline; the foregoing, however, shall not affect the right of the Port Authority to the percentage fee with respect to such surface carrier.

For the period subsequent to the Commencement Date hereunder, the foregoing provisions of this paragraph (d) shall continue in effect with respect to passengers and their baggage only of the Airline and wherever the phrase "passengers, employees and baggage" appears in the foregoing provisions it shall be deemed amended to read "passengers and their baggage".

(e) It is recognized that the Port Authority has established a five percent fee with respect to the service covered by paragraphs (a) and (d) hereof in lieu of the ten percent fee therein stated. It is hereby specifically understood and agreed that the fact that said fee is presently five percent shall not constitute a waiver by the Port Authority of its right to impose a percentage fee of ten percent as provided in paragraphs (a) and (d). It is hereby specifically agreed that the Port Authority shall have the right at any time and from time to time to revise the percentage fee it shall charge the Ground Carrier Permittees, other permittees and the Airline as provided in paragraphs (a) and (d) hereof but in no event shall said fee be greater than ten percent. The Port Authority shall notify the Airline of any such revision.

(f) The Airline may arrange for the transportation to and from the Airport of freight and other cargo of the Airline either directly or by contract with the surface carrier or carriers of its choice. No Permit or fee shall be required of the Airline or its contractor for the picking up or for the delivery of freight or other cargo from or to the Airline. No fee shall be paid to the Port Authority by the Airline or its contractor for the privilege of transporting freight or cargo of the Airline on the surface as aforesaid. If such contractor of the Airline enters into a lease or other agreement with the Port Authority for space and/or privileges at the Airport, the rent or other compensation payable to the Port Authority shall not be measured by the amount of freight or other cargo of the Airline transported on the surface by such contractor.

(g) The right of the Airline to arrange transportation to and from the Airport of its airline passengers as hereinabove provided shall not be construed as being applicable to any establishment or operation by the Airline of facilities outside the Airport for the handling of airline passengers of the Airline arriving at or departing from the Airport.

As used in this Part I, reference to passengers, baggage, freight or other cargo of the Airline shall be construed to mean persons, baggage, freight or cargo transported or to be transported on aircraft of the Airline.

The Ground Carrier Permittee of the Airline's choice, its Passenger Surface Carrier or any other contractor used by it shall not solicit business on the public areas of the Airport and the Airline shall prohibit any such activity

on the premises under the Lease or on any area at the Airport occupied or used by the Airline. The use, at any time, on the premises under the Lease on the Airport of hand or standard megaphones, loudspeakers or any electric, electronic or other amplifying devices is hereby expressly prohibited and any advertising or signs shall be subject to continuing Port Authority approval.

PART II

Ground Transportation Within the Central Terminal Area

(a) The Port Authority has established at the Airport a Central Terminal Area generally as described in Exhibit S, attached hereto and hereby made a part hereof. If at any time and from time to time, the Port Authority substantially revises the Central Terminal Area, it shall thereafter forward to the Airline a revised Exhibit showing the revised Central Terminal Area which revised Exhibit shall replace Exhibit S and shall become a part of this Agreement.

(b) The Airline hereby agrees that it will not directly, indirectly or by arrangement with any independent third party, operate any surface vehicles for the transportation of its passengers to or from the premises under the Lease and the various other passenger terminal facilities or other locations within the Central Terminal Area. The prohibition hereinabove set forth in this paragraph (b) shall be effective as of the Commencement Date as defined in paragraph (d) hereof and shall continue thereafter, but such prohibition shall be in effect only during such periods as there is in operation at the Airport a CTA ground transportation service as hereinafter defined to be provided by an independent third party contractor. The CTA ground transportation service shall consist of the following: a ground transportation service for the transportation of airline passengers and other persons between the various passenger terminal facilities including the premises under the Lease within the Central Terminal Area including the service of transporting a group of passengers where the Aircraft Operator must accommodate the group as a whole (hereinafter called "the CTA omnibus service") and a ground transportation service for the transportation of passengers of Aircraft Operators within the Central Terminal Area, but only when a passenger is disabled, the passenger must take a direct connection and where time is critical, and in the very limited instance where an Aircraft Operator must accommodate a particular passenger, the

(iii) It is hereby understood and agreed that the amount to be charged for the CTA supplementary service shall consist of an initial price and, if the Port Authority so elects from time to time, an excess price. The initial price shall be based upon the cost of the CTA supplementary service. The Airline shall pay to the Port Authority as and representing the initial price the Airline's pro rata share of the cost to the Port Authority of providing the CTA supplementary service. The Airline's pro rata share of the cost to the Port Authority of providing the CTA supplementary service shall be that proportion of said cost as the number of passengers of the Airline who actually used the CTA supplementary service bears to the total number of passengers using the CTA supplementary service. Except as provided in the last subparagraph of subparagraph (iv) hereof, there will be no charge to the Airline of either an initial price or an excess price if the Airline does not have any passengers using the CTA supplementary service.

(iv) The initial price payable to the Port Authority pursuant to subparagraph (iii) hereof is for each calendar year, but in the event the Commencement Date as defined in paragraph (d) hereof falls on a day other than the first day of a calendar year or in the event the provisions covering the CTA transportation services are terminated on a day other than the last day of a calendar year, then in any such event the initial price payable to the Port Authority pursuant to subparagraph (iii) hereof shall, for the year during which such event occurs, be for such portion of said year during which the Port Authority provides the CTA supplementary service. In determining the initial price, the cost of the CTA supplementary service shall be computed, determined and ascertained for each calendar year (or portion thereof upon the occurrence of any of the events mentioned in the first sentence hereof) subsequent to the aforesaid Commencement Date.

Notwithstanding the foregoing and for current monthly or other periodical billing purposes as may from time to time be selected by the Port Authority, the Port Authority shall establish interim billing rates to cover the initial price for the CTA supplementary service. Such billing rates shall be based on determinations by the Port Authority of its estimate of the cost of the CTA supplementary service for the calendar year and the number of passengers to be using the CTA supplementary service for said calendar year. Such determinations shall be based upon the prior calendar year's experience, if any, and upon such other reasonable

basis as the Port Authority may determine. The Port Authority may prospectively revise its billing rates during any calendar year. On the 20th day of each calendar month following the month upon which the Commencement Date hereunder falls and on the 20th day of each and every calendar month thereafter the Airline shall pay to the Port Authority the amount due as the initial price for the preceding calendar month, which shall be determined by multiplying the interim billing rate per passenger for the initial price established by the Port Authority as aforesaid by the number of the Airline's passengers carried on the CTA supplementary service for the previous calendar month. Each airline shall, on the twentieth day of the month following the Commencement Date of the CTA ground transportation service, and on the twentieth day of each and every month thereafter deliver to the Port Authority a statement setting forth the number of passengers of the Airline using the CTA supplementary service for the preceding month.

As soon as practicable after the expiration of each calendar year, the Port Authority shall determine the cost of the CTA supplementary service and the initial price payable therefore. Corrected billings based upon such determination shall thereupon be rendered by the Port Authority and if any monies are due to the Port Authority they shall be promptly paid by the Airline and if any monies are due to the Airline they shall be promptly credited to it.

In the event and only in the event that the CTA supplementary service for all or any portion of a calendar year has been provided by the Port Authority but there has been no use thereof by any Aircraft Operator, then the initial price and the excess price shall be payable by all Aircraft Operators and each Aircraft Operator's share shall be based on the number of passengers on its outbound and inbound aircraft at the Airport compared to the total number of passengers on all inbound and outbound aircraft using the Airport of all Aircraft Operators.

(v) The Port Authority shall have full discretion in awarding a contract for the CTA ground transportation service and may award the same to a contractor who has not proposed the lowest price for the CTA supplementary service or the CTA omnibus service. As stated in subparagraph (iii) hereof the Port Authority shall have the right to charge the Airline, in addition to the initial price for the CTA supplementary service, an additional amount herein called "the excess price", which amount shall be applied to offset any deficit in the CTA omnibus service.

The amount representing the excess price shall be an amount payable only by the Airline if it uses the CTA supplementary service and shall be an amount fixed for each passenger using the CTA supplementary service. The Port Authority shall advise the Aircraft Operators prior to the beginning of each calendar year of the amount per passenger which shall constitute the excess price for said calendar year. On the 20th day of the calendar month following the month upon which the Commencement Date hereunder falls and on the 20th day of each and every calendar month thereafter the Airline shall pay to the Port Authority the amount due as the excess price for the preceding calendar month, which shall be determined by multiplying the amount per passenger for the excess price established by the Port Authority as aforesaid by the number of Airline's passengers carried on the CTA supplementary service for the previous calendar month. As soon as practicable after the expiration of each calendar year, the Port Authority shall determine the cost of the CTA omnibus service for said calendar year. If there is no deficit or if the deficit is less than the amount received by the Port Authority from users of the CTA omnibus service, then the total amount of the excess price if there is no deficit or the amount of the excess price which is over and above any deficit on the CTA omnibus service shall be refunded or credited to the Aircraft Operators based on the portions of each Aircraft Operator's payments of the excess price for said calendar year as compared to the total amount received as the excess price from all Aircraft Operators. In determining whether or not there is a deficit or in determining the amount of the deficit, revenues from the CTA omnibus service shall be deemed to be 87.5% of the cost of the CTA omnibus service whether or not the revenues actually received add up to 87.5%, but if said revenues exceed 87.5% of the cost, the actual amount of revenues received shall be used.

(vi) The Port Authority shall determine for each calendar year (or portion thereof, where applicable) the cost to the Port Authority of providing the CTA omnibus service and the cost to the Port Authority of providing the CTA supplementary service. Each such cost shall be determined in accordance with the Port Authority's normal accounting practice and shall consist of those of the following items, which are applicable to each such service:

(a) All payments made by the Port Authority to the independent contractor for providing the CTA supplementary service or the CTA omnibus

service, as the case may be (it being understood that the Port Authority shall not impose any percentage charge or fee on the contractor for such service);

(b) On-the-job payroll costs of Port Authority employees working in any aspect of the CTA supplementary service or the CTA omnibus service, as the case may be, including but not limited to contributions to any retirement system or the cost of participation in any pension plans or the like, social security, old age, survivors, disability and employment insurance and other insurance costs, sick leave pay, holiday, vacation, authorized absence and severance pay, other employee fringe benefits and any other payments made or costs incurred whether pursuant to law or by Port Authority policy to or with respect to said employees;

(c) The cost (including rental charges) to the Port Authority of providing space, equipment, materials, facilities or services to or in connection with the CTA omnibus service or the CTA supplementary service, as the case may be;

(d) Payments of premiums (or to the extent of self-insurance an amount equivalent to what the premiums would have been) for insurance with respect to the CTA omnibus service or the CTA supplementary service, as the case may be, including without limitation thereto, fire and extended coverage, workmen's compensation and comprehensive general liability;

(e) Other direct costs as charged under the Port Authority's normal accounting practice;

(f) With respect to the CTA omnibus service, ten percent (10%) of the amounts paid to the contractor providing said service under item (a) hereof and with respect to the CTA supplementary service, twenty percent (20%) of the amount paid to the contractor providing said service under item (a) hereof.

In the event that any specific cost incurred or any specific amount expended for any of the items hereinabove set forth covers both the CTA omnibus service and the CTA supplementary service, then the Port Authority shall divide and allocate any such cost or amount as between the CTA omnibus service and the CTA supplementary service in accordance with its normal accounting principles.

(2) Upon sixty (60) days' prior written notice to the Airline the Port Authority shall have the right to terminate the provisions of this Part II covering the CTA ground transportation service and from and after said date the Airline shall have the right directly or by arrangement with an independent third party to operate surface vehicles for the transportation of its passengers to and from passenger terminal facilities or other locations within the Central Terminal Area, provided, however, that the same shall be used exclusively for the transportation of the Airline's disabled passengers, passengers who must make a direct connection and where time is critical, in the very limited instances where the Airline must accommodate particular passengers, and for the transportation of passengers travelling as a group where the Airline must accommodate the group as a whole, it being understood that the foregoing limitation on the right of the Airline shall be in effect only during such periods as there is in operation at the Airport a CTA omnibus service as defined in paragraph (b) hereof (the Port Authority having no obligation so to do), excluding the transportation of passengers travelling as a group, and provided, however, that if the Airline utilizes a third party to provide said service, that said third party shall be subject to the prior and continuing approval of the Port Authority, shall agree to become a permittee of the Port Authority and shall pay the percentage of its gross receipts to the Port Authority with respect to its service as specified in said permit and shall comply with all the terms and conditions of its permit.

(d) The term "Commencement Date" as used in Part II of this Schedule shall mean the date stated in the notice to be given to the Airline as the Commencement Date and the Port Authority shall have complete discretion with respect to the fixing of such date. The Port Authority shall give at least thirty (30) days' prior written notice of the establishment of the Commencement Date.

(e) The agreement by the Airline under paragraph (b) hereof as well as the agreement by the Airline under paragraph (c)(2) hereof, in the event the provisions covering the CTA transportation service are terminated and are no longer in effect, are of the essence of this Schedule and the Consent Agreement and the Airline agrees that the Port Authority shall be entitled to a decree against the Airline requiring the specific performance thereof in any court of equity having jurisdiction. The aforesaid remedy shall not constitute the exclusive or sole remedy which may be available to the Port Authority hereunder in the event the Airline breaches its agreement.

PART III

(a) Except where expressly required or permitted in this Schedule A to be oral, all notices, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered mail. The Airline shall from time to time designate in writing an office within the Port of New York District and an office or representative whose regular place of business is at such office upon whom notices and requests may be served. Until further notice, the Port Authority hereby designates its Executive Director as its officer upon whom notices and requests may be served and until such time as a substitute designation shall be received from the Airline the Airline designates the Lessee, and the Lessee accepts such designation as its representative 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 as its office where notices and requests may be served and the Airline designates the Lessee's office under the Lease as an office where notices and requests may be served. Notices served by registered mail shall be deemed effective and served as of the date of the registered mailing thereof.

(b) All payments required of the Airline by this Schedule A shall be made at the office of the Treasurer of the Port Authority, One World Trade Center, New York, New York 10048, or to such other officer or address as may be substituted therefor.

(c) The term "Aircraft Operators" as used in this Schedule A shall include all Aircraft Operators who may be occupying space within the Central Terminal Area pursuant to a lease with the Port Auchority, or a sublease, subuse or handling agreement with any Unit Terminal Lessee or with any East or West Wing Building Lessee.

For the Port Authority

Initialled:

For the Airline

For the Lessee

FORM E - Acknowledgment (N.Y. Corp.) 6/24/72

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

On the day of , 1994, before me came , to me known, who, being by me duly sworn, did depose and say that he resides at that he is the of The Port Authority of New York and New Jersey, one of the corporations described in, and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Commissioners of the said corporation; and that he signed his name thereto by like order.

_____
(notarial seal and stamp)

STATE OF)
) ss.
COUNTY OF)

On the day of , 1994, before me personally came to me known, who being by me duly sworn, did depose and say, that he resides at

that he is the **Chief Executive Officer** of **TERMINAL ONE MANAGEMENT, INC. the General Partner of Terminal One Group Association, L.P., the limited partnership** described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

_____
(notarial seal and stamp)

STATE OF)
) ss.
COUNTY OF)

On the day of , 1994, before me personally came to me known, who being by me duly sworn, did depose and say, that he resides at that he is the President of one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

_____
(notarial seal and stamp)

Exhibit M
to
Lease AYC-190

ENVIRONMENTAL UNIT
DESIGN DIVISION

JFK INTERNATIONAL AIRPORT

ENVIRONMENTAL INVESTIGATION

TERMINAL ONE

SUMMARY REPORT
OCTOBER 1992

ENGINEERING DEPARTMENT

PORT AUTHORITY OF NY AND NJ

Initial
LKM
For The Port Authority

For The Port

TABLE OF CONTENTS

		PAGE
I.	EXECUTIVE SUMMARY	1
II.	INTRODUCTION	3
III.	SITE DESCRIPTION	4
IV.	GEOLOGICAL BACKGROUND	5
V.	ENVIRONMENTAL INVESTIGATIONS	7
VI.	ANALYTICAL RESULTS	11
VII.	CONCLUSIONS	13

LIST OF FIGURES

	PAGE
1. SITE MAP	2
2. BORING LOCATIONS	6

LIST OF APPENDICES

A. PRELIMINARY INVESTIGATION RESULTS

B. SOIL GAS SURVEY

C. SUPPLEMENTAL SUBSURFACE INVESTIGATION RESULTS

D. FIELD BORING REPORTS

E. FIELD HNu READINGS

F. WELL INSTALLATION REPORTS

G. LAB ANALYSIS REPORTS FOR GROUNDWATER

H. LAB ANALYSIS REPORTS FOR SOIL

I. CHAIN OF CUSTODY RECORDS

J. MISCELLANEOUS

I. EXECUTIVE SUMMARY

This report presents the results of all subsurface investigations at Terminal One, John F. Kennedy International Airport. A Preliminary Subsurface Investigation, a Soil Gas Survey and a follow-up Supplemental Subsurface Investigation were performed November 1991, April 1992 and June 1992, respectively. These investigations will be complemented by an Underground Storage Tank (UST) Closure Program to remove and investigate thirteen(13) tanks associated with the terminal.

The purpose of these investigations was to provide an environmental baseline for prospective tenants, Terminal One Group Association(TOGA), a consortium of five airlines (Air France, Iberian Airlines, Japan Airlines, Korean Airlines, and Lufthansa) and to investigate areas determined to have some probability of subsurface contamination such as the hydrant fueling pits, USTs and areas in the vicinity of a formerly leaking fuel line.

The UST Closure Program will include the removal of thirteen(13) USTs and any surrounding contaminated soil. Key elements of the program may include sampling and analysis of excavated soil, sampling and analyses of soil boring cores, groundwater monitoring well installation, and groundwater sampling and analysis.

II. INTRODUCTION

Terminal One, Building 54, is the former Eastern Airline Terminal located in the Central Terminal Area on the southern edge of John F. Kennedy International Airport as depicted in Figure 1. The building was constructed in 1959, expanded to its present features in 1972 and occupies 330,000 sq.ft. of the 35.2 acre site. Eastern Airlines occupied the Building until February of 1990 and operated it as a passenger terminal. The current occupants include America West, American Trans Air, Avensa, Ladeco, MGM Grand Air, and North American Airlines.

The site has been proposed for redevelopment into a new passenger terminal by the Terminal One Group Association(TOGA). The Port Authority has conducted a Preliminary Investigation, a Soil Gas Survey, and a Supplemental Subsurface Investigation of the property to determine existing environmental conditions. The purpose of this report is to summarize the results of all of the environmental investigations conducted at this site.

An preliminary investigation was conducted during November of 1990. Areas surrounding the USTs, fuel lines and hydrant pits on the apron of the terminal were investigated. This investigation included the drilling of ten(10) borings. The findings from the November 1990 investigation are summarized in Appendix A.

In April of 1992 the preliminary investigation supplemented with a Soil Gas Survey. The Port Authority retained Roy F. Weston, Inc. to conduct the survey. The soil gas survey grid locations and the results are presented in Appendix B.

The Supplemental Subsurface Investigation included an additional thirteen(13) borings with ten(10) borings completed as groundwater monitoring wells. Figure 2 shows the locations of the borings and monitoring wells from both the preliminary and the supplemental investigations. The results of the Supplemental Subsurface Investigation are presented in Appendix C.

An UST Program will be conducted to supplement the environmental investigations. The UST program consists of the removal of thirteen(13) USTs, sampling and analysis of excavated soil and possibly soil borings, monitoring well installation and groundwater sampling and analysis. Records indicate the USTs consist of three(3) 4,000 gal, eight(8) 500 gal and two(2) 250 gal tanks.

III. SITE DESCRIPTION

The Terminal One site covers approximately 35.2 acres. The majority of the site is covered by pavement which is approximately 12" in depth. This overlays the hydraulic sand fill which is approximately 10 feet thick and consists of medium to fine grayish-brown sand with a trace of silt.

The site is surrounded by other passenger terminals and is bounded by the Van Wyck Expressway to the north and Jamaica Bay to the south. The closest residential area is the Laurelton section of Queens.

The average monthly rainfall at the airport is approximately 2 to 4 inches/month.

IV. GEOLOGICAL BACKGROUND

Geological information indicates that the grade elevation at Terminal One is approximately +10 to +14 feet above sea level. The top strata at the site is sand fill, 7 to 10 feet thick. This brown and gray sand from Jamaica Bay was hydraulically placed prior to the development of the airport in the 1940's. Underlying the fill in most areas is a layer of relatively impermeable organic soils. This layer varies from 2 to 7 feet in thickness and is made up of intermittent layers of organic peat and gray organic silt and clays. This is the original marsh soil which covered the site prior to airport development. The organic layer is absent at isolated locations throughout the site. Beneath the organic material is a stratum of glacial outwash. In areas where the organic layer exists, a perched water table is present 6 feet below the ground surface. The water table is less saline than the lower aquifer located in the sand underlying the organic layer.

Ramps

190-SUPP1-1195

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

AVIATION DEPT.
PD & M - JFKIA
FILE COPY

Port Authority Lease No. AYC-190
Supplement No. 1
Port Authority Facility - John F. Kennedy International Airport

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of November 15, 1995, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter referred to as "the Port Authority") and TERMINAL ONE GROUP ASSOCIATION, L.P. (hereinafter referred to as "the Lessee"),

WITNESSETH, That:

WHEREAS, by an Agreement of Lease made as of July 13, 1994 (hereinafter called the "Lease"), the Port Authority let to the Lessee and the Lessee hired and took from the Port Authority certain premises (the "premises") at John F. Kennedy International Airport (the "Airport"), all as more particularly described in the Lease; and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease in certain respects;

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, the Port Authority and the Lessee hereby agree to amend the Lease, effective as of November 15, 1995, as follows:

1. (a) Effective on November 15, 1995, in addition to the premises heretofore let to the Lessee under the Lease, the letting as to which shall continue in full force and effect, the Port Authority hereby lets to the Lessee and the Lessee hereby hires and takes from the Port Authority the land areas shown in stipple on the sketch attached hereto, hereby made a part hereof

and marked "Exhibit A-1", together with the fixtures, improvements and other property, if any, of the Port Authority located or to be located therein, thereon or thereunder, the said areas, fixtures, to be and become part of the Site as defined in Section 1 of the Lease and part of the premises under the Lease, as hereby amended, let to the Lessee, subject to and in accordance with all the terms, provisions, covenants and conditions of the Lease, as hereby amended, for and during all the residue and remainder of the term of the letting under the Lease. The parties acknowledge that the aforesaid areas added to the premises pursuant to this Paragraph constitute nonresidential real property.

(b) Paragraph (b) of Section 1 of the Lease shall be deemed amended by adding at the end thereof the following:

> "The foregoing provisions and the said height elevation limitations described in Exhibits A and B shall likewise apply to the areas added to the premises pursuant to Paragraph 1 of Supplement No. 1 of the Lease."

(c) If The Port Authority shall not give possession of the areas described in subparagraph (a) above on the effective date set forth above by reason of the failure or refusal of any occupant to deliver possession thereof to the Port Authority or by reason of any cause or condition beyond the control of the Port Authority, the Port Authority shall not be subject to any liability for the failure to give possession on the said date. No such failure to give possession on the date hereinabove specified shall in any wise affect the validity of this Agreement or the obligations of the Lessee hereunder, nor shall the same be construed in any wise to extend the term of the letting under the Lease beyond the date specified in the Lease for the expiration of the term of the letting under the Lease. Tender shall be made by notice given at least five (5) days prior to the effective date of the tender. In the event that notice of tender of the said areas described in subparagraph (a) above is not given for possession to commence on or before three hundred sixty-five (365) days after the effective date for the commencement of the letting thereof, then this Agreement with respect to the letting of the areas described in subparagraph (a) above shall be deemed cancelled, except that each party shall and does release and discharge the other party from any and all claims and demands based on this Agreement, or a breach or alleged breach thereof;

provided, however, that the Lessee shall not be released or discharged from its obligation, and shall in any event continue to be fully obligated, to pay to the Port Authority the amounts comprising the "Cost of the Ramp and Roadway Relocation Work" (as defined in and in accordance with Paragraph 3 below) notwithstanding that the aforesaid areas were not added to the premises.

(d) The Lessee acknowledges that it has not relied upon any representation or statement of the Port Authority or its Commissioners, officers, employees and agents as to the suitability of the areas added to the premises pursuant to this Paragraph for the operations permitted thereon by the Lease and agrees to take the said areas and to use the same in their "as is" condition at the time of the commencement of the letting hereunder; it being understood, without limiting any other term or provision hereof, that Section 87 of the Lease shall apply to the new areas as if the same were originally part of the premises under the Lease. Without limiting any of the obligations of the Lessee under the Lease, the Lessee agrees that no portion of the premises under the Lease will be used initially or at any time during the letting thereof which is in a condition unsafe or improper for the conduct of the Lessee's operations under the Lease, as hereby amended, so that there is a possibility of injury or damage to life or property.

(e) Without limiting Section 2 (k) of the Lease or any other term, provision or Section thereof or hereof, the Lessee expressly acknowledges that rights of the Port Authority under Section 24 of the Lease shall at all times apply with full force and effect to any and all utility lines and ductbanks lying in, on or under the above-described areas added to the premises.

(f) (1) The above-described areas added to the premises pursuant to this Paragraph shall be subject to a subsurface easement in favor of the Port Authority and its employees, contractors, agents and representatives for the purposes of the installation and construction of foundation piles and pile caps utilized or to be utilized for the foundation or support of canopy structures located or to be located outside of the premises, which structures are to be used for or in connection with Port Authority Airport operations and purposes; and for the purposes of the inspection of said piles and pile caps, and also for the purposes of the maintenance, use, repair, replacement and alteration of said piles and pile caps. Neither

the foregoing nor any act or actions taken by the Port Authority pursuant thereto shall or shall be deemed to limit or impair Section 24 of the Lease or any other term or provision of the Lease, nor shall the same be or be construed to be an eviction of the Lessee or be made the grounds of any abatement of rental or any claim or demand for damages, consequential or otherwise.

(2) Subject to the terms and conditions set forth in the Lease, including without limitation Section 2 thereof, the strip of land abutting the areas shown in stipple on Exhibit A-1 and extending approximately five (5) feet beyond the northerly boundary of the premises, as such northerly boundary is shown on said Exhibit A-1, shall be subject to a non-exclusive subsurface easement in favor of the Lessee during the term of the Lease solely for the purposes of the installation, construction, inspection, maintenance, use, repair and replacement of pile caps for the foundation piles to be installed and constructed by the Lessee as part of the construction work under Section 2 of the Lease; and without limiting any term or provision of the Lease, the foregoing to be further subject to the requirement for Port Authority approval of the precise location(s) of all such pile caps, in accordance with and pursuant to the terms and provisions of said Section 2 of the Lease.

2. (a) Subparagraphs (1) and (2) of paragraph (a) of Subdivision I of Section 4 of the Lease shall be deemed amended to read as follows:

> "(1) (i) For the portion of the term of the letting hereunder commencing on the date of the commencement of the term of the letting hereunder, as such date is set forth in paragraph (a) of Section 3 hereof (said date being hereinafter referred to as the 'Basic Rental Commencement Date'), to and including November 14, 1995, the Lessee hereby agrees to and shall pay to the Port Authority basic rental at the annual rate of (Ex. 2.a.)
>
> and (ii) for the portion of the term of the letting hereunder commencing on November 15, 1995 to and including the day preceding the Date of Beneficial Occupancy (as hereinafter defined in subparagraph (3) below), the Lessee hereby agrees to and shall pay to the Port Authority basic rental at the annual rate of (Ex. 2.a.)
>
> provided, however, and it is

expressly recognized and agreed by the parties hereto, that the payment by the Lessee of said rental for the aforesaid portions of the term shall be deferred and that the payment of such deferred rent, plus an agreed upon application of a factor thereto, shall be made by the Lessee as Deferred Basic Rental (as defined in paragraph (e) below) in accordance with, pursuant to and in the amounts set forth in paragraph (e) below.

(2) Effective as of the Date of Beneficial Occupancy (as hereinafter defined in subparagraph (3) below) the Lessee hereby agrees to and shall pay to the Port Authority basic rental at the annual rate of (Ex. 2.a.)

subject to increase as provided in paragraph (b) hereof."

(b) Item (i) of subparagraph (2) of paragraph (e) of Subdivision I of Section 4 of the Lease shall be deemed amended to read as follows:

"(i) For the portion of the term of the letting hereunder commencing on the Deferred Basic Rental Commencement Date through November 30, 2015, the Lessee shall pay the Deferred Basic Rental at an annual rate of

(Ex.2.a.)

(c) Item (ii) of subparagraph (2) of Paragraph (e) of Subdivision I of Section 4 of the Lease shall be deemed amended to read as follows:

"(ii) On December 1, 2015, the Lessee shall pay as and for the final installment of Deferred Basic Rental a payment in the sum of

(Ex.2.a.)

3. (a) As used in this Paragraph the following terms shall have the following meanings:

(i) "New Areas" shall mean the areas added to the premises under and pursuant to the above Paragraph 1 of this Supplemental Agreement.

(ii) "Ramp and Roadway Relocation Work" shall mean such work as is required, appropriate or necessary, as determined by the Port Authority, to relocate roadway(s), sign bridge foundations, communication and electrical ductbanks and other utilities from the New Areas to areas outside of the premises so as to accommodate and allow the construction by the Lessee of the Off-Premises Vehicular Ramps Work, as defined in Section 2 of the Lease, or the On-Premises Roadway Work as defined in Section 2 of the Lease, or both, and necessitated by the addition of the New Areas to the premises, including therein without limitation any and all design and design changes, utility verification services, road alignment and relocation studies and investigations for, in connection with or related to the said relocation of said roadways and utilities.

(b) (1) The Lessee hereby acknowledges and agrees that the Ramp and Roadway Relocation Work will occur or be performed based on the Lessee's request for the addition of the New Areas to the premises hereunder, as such addition is provided for under Paragraph 1 hereof, and so as to accommodate and allow the Lessee's construction of the Off-Premises Vehicular Ramps Work as defined in Section 2 of the Lease or the On-Premises Roadway Work as defined in Section 2 of the Lease, or both. It is recognized that the Port Authority will incur or expend, or has incurred or expended, amounts for or in connection with the Ramp and Roadway Relocation Work, and it is hereby agreed that the Lessee shall pay to the Port Authority the Cost of the Ramp and Roadway Relocation Work, as hereinafter defined, in the manner described below. Notwithstanding any other provision of the Lease, the obligation of the Lessee to pay to the Port Authority the Cost of the Ramp and Roadway Relocation Work shall survive the expiration or termination of the Lease.

(2) "Cost of the Ramp and Roadway Relocation Work" or the "Cost" shall mean the sum of the actual cost, without additional markup, of the following items expended or incurred by the Port Authority for, in connection with or incidental to the Ramp and Roadway Relocation Work, as determined in accordance with the Port Authority's normal accounting practice:

(A) All payments made by the Port Authority to contractors, suppliers and materialmen including any payments made to any of the foregoing in satisfaction of any

claims or judgments arising out of or in connection with any part of the Ramp and Roadway Relocation Work performed by them;

(B) All payments made by the Port Authority to consultants, architects and engineers, including any payments made to any of the foregoing in satisfaction of any claims or judgments arising out of or in connection with any part of the Ramp and Roadway Relocation Work performed by them;

(C) On-the-job payroll costs of employees (including engineers) and supervisory personnel (including Airport Supervisors) foremen and clerks performing services for, in connection with or related to the Ramp and Roadway Relocation Work, including but not limited to contributions to any retirement system or the cost of or participation in any pension plans or the like, social security, old age, survivors, disability and unemployment insurance and other insurance costs, sick leave pay, holiday, vacation, authorized absence and severance pay, other employee fringe benefits and any other payments made or costs incurred whether pursuant to law or by Port Authority policy to or with respect to said employees and personnel;

(D) The cost (including rental charges) of all materials, supplies, equipment and utilities (including but not limited to electricity, water and phone), and any other direct costs as charged under the Port Authority's normal accounting practice;

(E) The amounts of any claims or judgments paid by the Port Authority to third persons arising out of or in connection with the Ramp and Roadway Relocation Work, or any portion thereof, including but not limited to those for personal injury, death or damage to property;

(F) The cost of any performance bond or bonds;

(G) The cost of any insurance;

(H) Payments by the Port Authority to any other third persons (excluding Port Authority employees) for work performed of services rendered.

(3) It is hereby agreed that the Cost of the Ramp and Roadway Relocation Work (excluding the amounts of item (2)(E) above, if any) equals the sum of (Ex. 2.a.) it being understood and agreed that the amounts of said item (2)(E) above are to be added to said sum and included in said Cost, in accordance with the provisions hereof, when the same are determined by the Port Authority.

(c) The Cost of the Ramp and Roadway Relocation Work shall be deemed a part of the "Port Authority's Share of the Costs of the Off-Premises Vehicular Ramps Work" as defined in and under Section 89 of the Lease, as herein amended, and subject to the overall dollar limitation set forth therein; and said Cost shall also be deemed a "Section 89 Construction Payment" made to or on behalf of the Lessee under Section 89 of the Lease, as herein amended, as of the presentation by the Port Authority to the Lessee of a certificate, whereby the Port Authority certifies and states such Cost; it being expressly understood and agreed that until the final determination by the Port Authority of the Cost of the Ramp and Roadway Relocation Work, the Port Authority shall have the right to present to the Lessee a first certificate of such Cost in the dollar amount stated in subparagraph (b)(3) above and one or more subsequent certificates adjusting such Cost in the event of a Port Authority audit and/or in the event of any amounts of item (2)(E) of subparagraph (b) above, pending the final determination of such Cost, and a final certificate of such Cost upon the final determination of such Cost. Accordingly, and without limiting the foregoing:

(1) Subparagraph (2) of paragraph (a) of Subdivision I of Section 89 of the Lease is hereby amended to read as follows:

> "(2) The term 'The Port Authority's Share of the Costs of the Off-Premises Vehicular Ramps Work' shall mean the sum of the above items (i) and (ii) with respect to the Off-Premises Vehicular Ramps Work and shall include the Cost of the Ramp and Roadway Relocation Work (as defined in Supplement No. 1 to the Lease, but as to the sum of all of the foregoing the Port Authority's Share of the Costs of the Off-Premises Vehicular Ramps Work shall be limited in amount to, and shall not exceed, a total of

(2) The third line of paragraph (d) of Subdivision I of Section 89 of the Lease shall be deemed amended to read as follows:

> "payments under this Section 89 (each of which is sometimes referred to herein as a 'Section 89 Construction Payment', the Lessee shall notify the Port".

(3) Paragraph (e) of said Section 89 shall be deemed amended (i) by adding after the word "Work" on the fifth line thereof the words and symbols "(including the Cost of the Ramp and Roadway Relocation Work)", and (ii) by adding at the end thereof before the period the following:

> ";it being understood and agreed, that for purposes of the aforesaid dollar limitation on the obligation of the Port Authority hereunder the Costs of the Off-Premises Vehicular Ramps Work shall be deemed to include the Cost of the Ramp and Roadway Relocation Work".

4. The following errata are hereby corrected as indicated:

(a) The designation "III" appearing in item (bb) of paragraph (b) (1) of Subdivision III of Section 4 of the Lease is changed to "IV".

(b) The designation "(4)" appearing in the ninth (9th) line and in the fourteenth (14th) line of item (i) subparagraph (b) (5) of Subdivision III of Section 4 of the Lease is in both said places changed to "(6)".

(c) The designation "(II)" appearing in the tenth (10th) line and in the twelfth (12th) line of subparagraph (b) (1) of Subdivision IV of Section 4 of the Lease is in both said places changed to "(III)".

(d) The designation "(III) (a) (3)" appearing in the second (2nd) line and in the eighth (8th) line of item (iii) of subparagraph (b) (1) of Subdivision IV of Section 4 of the Lease is in both said places changed to "(III) (b) (3)".

(e) The designation "(III) (a) (3)" appearing in the second (2nd) line and in the fourth (4th) line of item (iv) of subparagraph (b) (1) of Subdivision IV of Section 4 of the Lease is in both said places changed to "(III) (b) (3)".

(f) The designation "(i)" appearing in the fourth (4th) line of subparagraph (b) (1) of Section 88 of the Lease is deemed deleted.

(g) The designation "(2)" shall be deemed inserted before the sentence beginning with the words "The Port Authority" appearing in the sixth line from the top of page 237 of the Lease.

5. Exhibit B attached hereto shall be deemed to supersede and replace Exhibit B attached to the Lease, and all references to Exhibit B shall be deemed references to Exhibit B attached hereto.

6. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

7. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation or execution of this 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 Lessee with any liability, or held liable to the Lessee under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

9. This Agreement together with the Lease to which it is supplementary constitutes the entire agreement between the Port Authority and the Lessee 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 Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first written above.

ATTEST:

Lysa C. Meduri
Acting Secretary

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By: Gerard P. FitzGerald

(Title): Acting Director, Aviation
(Seal)

ATTEST:

Secretary

TERMINAL ONE GROUP ASSOCIATION, L.P.
By: TERMINAL ONE MANAGEMENT, INC.
GENERAL PARTNER

By:

(Title): Chief Executive Officer
(Corporate Seal)

APPROVED:
FORM RG
TERMS 10/15/95

190-SUPP1-1195

Form CSL: Ack. N.Y.; Corp.

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

On the 15th day of November, 1995, before me, personally came Gerald P. FitzGerald to me known, who, being by me duly sworn, did depose and say that he resides at Queens, New York; that he is the Acting Director, Aviation of THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Onelia C. Castillo
(notarial seal and stamp)

ONELIA C. CASTILLO
Notary Public, State of New York
No. 01CA5019168
Qualified in Queens County
Commission Expires Oct 18, 97

STATE OF New York)
) ss.
COUNTY OF New York)

On the 15th day of November, 1995, before me, personally came Dieter Bergt to me known, who, being by me duly sworn, did depose and say that he resides at Garden City, N.Y.; that he is the Chief Executive Officer of TERMINAL ONE MANAGEMENT, INC., the General Partner of Terminal One Group Association, L.P., the limited partnership, one of the corporations described in, and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

(notarial seal and stamp)

JOAN GABEL
Notary Public, State of New
No. 31-4932452
Qualified in New York Co
Commission Expires May 2, 19 96

190-SUPP2-1297.1

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

AVIATION DEPT.
PD & M - JFKIA
FILE COPY

Port Authority Lease No. AYC-190
Supplement No. 2
Port Authority Facility - John F. Kennedy International Airport

SECOND SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of January 1, 1998, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter referred to as "the Port Authority") and TERMINAL ONE GROUP ASSOCIATION, L.P. (hereinafter referred to as "the Lessee"),

WITNESSETH, That:

WHEREAS, by an Agreement of Lease made as of July 13, 1994 (as the same has been supplemented and amended is hereinafter called the "Lease"), the Port Authority let to the Lessee and the Lessee hired and took from the Port Authority certain premises (the "premises") at John F. Kennedy International Airport (the "Airport"), all as more particularly described in the Lease; and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease in certain respects;

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, the Port Authority and the Lessee hereby agree to amend the Lease, effective as of January 1, 1998 (except as otherwise herein provided), as follows:

1. (a) Effective on the Date of Beneficial Occupancy (as defined in paragraph (a) (3) of Subdivision I of Section 4 of the Lease, in addition to the premises heretofore let to the Lessee under the Lease, the letting as to which shall continue in full force and effect, the Port Authority hereby lets to the Lessee and the Lessee hereby hires and takes from the Port Authority the land area shown in stipple on the sketch attached hereto, hereby made a part hereof and

PA LAW DEPARTMENT
116633

marked "Exhibit A-2", together with the fixtures, improvements and other property, if any, of the Port Authority located or to be located therein, thereon or thereunder, the said area, fixtures, improvements and other property, if any, to be and become part of the premises under the Lease, as hereby amended, let to the Lessee, subject to and in accordance with all the terms, provisions, covenants and conditions of the Lease, as hereby amended, for and during all the residue and remainder of the term of the letting under the Lease. The parties acknowledge that the aforesaid area added to the premises pursuant to this Paragraph 1 constitutes nonresidential real property.

(b) It is acknowledged and agreed that the area added to the premises under this Paragraph 1 is being added to the premises pursuant and subject to Section 80 (e) of the Lease and that said area constitutes the "Additional Roadway Frontage" referred to therein, and that the execution of this Supplemental Agreement by the parties hereto shall be deemed to satisfy the notice requirements for the addition of said area as set forth in said Section 80 (e) of the Lease. It is further recognized that the "Additional Roadway Frontage Rental" referred to in said Section 80 (e) of the Lease is incorporated into and added to the basic rental under the Lease pursuant to the amendment to Section 4 of the Lease set forth in Paragraph 2 of this Supplemental Agreement.

(c) The last sentence of paragraph (b) of Section 1 of the Lease, as set forth in Supplement No. 1 to the Lease, shall be deemed amended to read as follows:

> "The foregoing provisions and the said height elevation limitations described in Exhibits A and B shall likewise apply to the areas added to the premises pursuant to Paragraph 1 of Supplement No. 1 of the Lease and to the area added to the premises pursuant to Paragraph 1 of Supplement No. 2 of the Lease. "

(d) If the Port Authority shall not give possession of the area described in subparagraph (a) above on the Date of Beneficial Occupancy by reason of the failure or refusal of any occupant to deliver possession thereof to the Port Authority or by reason of any cause or condition beyond the control of the Port Authority, the Port Authority shall not be subject to any liability for the failure to give possession on the said date. No such failure to give possession on the date hereinabove specified shall in any wise affect the validity of this Agreement or the obligations of the Lessee hereunder, nor shall the same be construed in any wise to extend the term of the letting under the Lease beyond the date specified in the Lease for the expiration of the term of the letting under the Lease. Tender shall be made by notice given at least five (5) days prior to the effective date of the tender. In the event that notice of tender of the said area described in subparagraph (a) above is not given for possession to commence on or before three hundred sixty-five (365) days after the Date of Beneficial Occupancy, then this Agreement with respect to the letting of the area described in subparagraph (a) above shall be deemed cancelled, except that each party shall and does release and discharge the other party from any and all claims and demands based on this Agreement, or a breach or alleged breach thereof.

(e) The Lessee acknowledges that it has not relied upon any representation or statement of the Port Authority or its Commissioners, officers, employees and agents as to the suitability of the area added to the premises pursuant to this Paragraph 1 for the operations permitted thereon by the Lease and agrees to take the said area and to use the same in its "as is" condition at the time of the commencement of the letting hereunder; it being understood, without limiting any other term or provision hereof, that Section 87 of the Lease shall apply to the said new area as if the same were originally part of the premises under the Lease. Without limiting any of the obligations of the Lessee under the Lease, the Lessee agrees that no portion of the premises under the Lease will be used initially or at any time during the letting thereof which is in a condition unsafe or improper for the conduct of the Lessee's operations under the Lease, as hereby amended, so that there is a possibility of injury or damage to life or property.

(f) Without limiting Section 2 (k) of the Lease or any other term, provision or Section thereof or hereof, the Lessee expressly acknowledges that rights of the Port Authority under Section 24 of the Lease shall at all times apply with full force and effect to any and all utility lines and ductbanks lying in, on or under the above-described area added to the premises.

(g) Subject to the terms and conditions set forth in the Lease, including without limitation Sections 2 and 91 thereof, the Lessee, its contractors, subcontractors, suppliers of materials and furnishers of services shall at all reasonable times have access to the areas outside of the premises and abutting the portion of the northerly boundary of the premises shown in stipple on said Exhibit A-2 3 7 solely as necessary for the purposes of the performance by the Lessee of the Lessee's Canopy Work pursuant to Section 91 of the Lease and for the Lessee's inspection, maintenance, use, repair and replacement of the canopy structures constructed by the Lessee as part of the Lessee's Canopy Work pursuant to Section 91 of the Lease; and without limiting any term or provision of the Lease, the foregoing to be further subject to the requirement for Port Authority approval of the Lessee's design and construction of said Lessee's Canopy Work and the precise location(s) of all such canopy structures, in accordance with and pursuant to the terms and provisions of said Section 91 of the Lease.

2. Subparagraph (2) of paragraph (a) of Subdivision I of Section 4 of the Lease, as previously amended, shall be deemed further amended to read as follows:

" (2) Effective as of the Date of Beneficial Occupancy (as hereinafter defined in subparagraph (3) below) the Lessee hereby agrees to and shall pay to the Port Authority basic rental at the annual rate of (Ex. 2.a.) subject to annual increase as provided in paragraph (b) hereof."

3. (a) Section 91 of the Lease entitled "Entire Agreement" shall be deemed

renumbered to read as "Section 92" of the Lease, and the first sentence thereof shall be deemed amended to read as follows:

"This Agreement consists of the following: Sections 1 through 92, inclusive, and Exhibits A, A-1, A-2, A-3, B, C, M, N, S, X, and CSL and Schedule E."

(b) There shall be deemed added to the Lease as part thereof a new Section 91 immediately following Section 90 thereof to read as follows:

"Section 91. The Lessee's Canopy Work/ Port Authority Limited Payments

(a) (1) The Lessee hereby agrees at is sole cost and expense to design and construct the Lessee's Canopy Work. The design and construction of the Lessee's Canopy Work and the locations of the canopy structures shall be subject to the approval of the Port Authority. Without limiting any term or provision hereof, the Lessee's Canopy Work shall be consistent with the Port Authority's JFK Redevelopment Program. As used herein the term 'the Lessee's Canopy Work' shall mean the design and construction by the Lessee of the following:

(i) All necessary and appropriate work for the construction of two (2) terminal frontage passenger walkway canopies in the areas generally located as follows: one passenger walkway canopy to be located between the Lessee's covered Arrivals roadway frontage at Terminal 1 and the vehicular parking area located directly in front of Terminal 1 (the green parking lot); and the other passenger walkway canopy to be located generally at the northwesterly side of the concrete median island located in front of Terminal 1; all of said construction shall also include without limitation all appropriate or necessary columns, foundations, utilities, drainage, utility lines, utility tie-ins, and signage; the foregoing portion of the Lessee's Canopy Work being collectively sometimes referred to as the 'Eligible Canopy Work';

(ii) All necessary and appropriate work for the construction of one (1) terminal frontage passenger walkway canopy in the area generally located on the northeasterly side of the concrete median island located in front of Terminal 1; all of said construction shall also include without limitation all appropriate or necessary columns, foundations, utilities, drainage, utility lines, utility tie-ins, and signage; the foregoing portion of the Lessee's Canopy Work being collectively sometimes referred to as the 'Third Canopy Work'.

(2) (a) It is expressly understood and agreed that the following

listed provisions of Section 2 of the Lease are hereby incorporated herein by reference and shall apply with full force and effect to the Lessee's Canopy Work as if fully set forth herein and that references in said provisions to 'the construction work' shall for purposes hereof be deemed to be references to the Lessee's Canopy Work; and accordingly, the Lessee shall, without limiting any other term or provision of the Lease as hereby amended, perform the Lessee's Canopy Work in accordance with the following terms and provisions of said Section 2: Section 2--paragraphs (c) (2), (d) [as modified in part by subparagraph (b) below], (f), (g), (h), (j) [as modified in part by subparagraph (c) below], and (k).

(b) (1) For purposes of this Section 91, the second subparagraph of paragraph (d) (2) of Section 2 of the Lease, as incorporated into this Section 91 and applied to the Lessee's Canopy Work as above-provided, shall be deemed to read as follows:

> ' The Lessee shall complete the Eligible Canopy Work no later than September 30, 1998.
>
> The Lessee shall complete the Third Canopy Work no later than January 1, 2000. In the event that the Lessee shall fail to complete the Third Canopy Work by January 1, 2000, then the Lessee shall and hereby agrees at its sole cost and expense to perform all work, necessary, required or appropriate, to completely restore the concrete island and eliminating the curbcut in the area generally shown in stipple on the drawing attached to Supplement No. 2 of the Lease, made a part hereof and marked as Exhibit A-3. The Lessee shall perform said work to restore the concrete island and eliminating the curbcut in accordance with an appropriate Construction Application, which the Lessee shall submit to the Port Authority not later than January 1, 2000, and as the same may be approved by the Port Authority and in accordance with the terms and conditions of the Lease, including without limitation Section 48 thereof. The Lessee shall and hereby agrees to complete the said restoration work not later than March 31, 2000.'

(2) For purposes of paragraph (d) (11) of Section 2 of the Lease, as incorporated into this Section as above-provided and applied to the Lessee's Canopy Work, the Lessee shall provide to the Port Authority the evidence of the insurance required thereunder with respect to the Lessee's Canopy Work not later than thirty (30) days prior to its commencement of the Lessee's Canopy Work.

(c) For purposes of this Section 91, the second subparagraph of paragraph (j) (2) of Section 2 of the Lease, as incorporated into this Section 91 as above-provided, shall be deemed to read as follows:

'The term 'Eligible Canopy Work Completion Date' for the purpose of this Lease shall mean the date appearing on the certificate issued by the Port Authority pursuant to subparagraph (1) of this paragraph (j) after the substantial completion of the Eligible Canopy Work. The term 'Third Canopy Work Completion Date' for the purpose of this Lease shall mean the date appearing on the certificate issued by the Port Authority pursuant to subparagraph (1) of this paragraph (j) after the substantial completion of the Third Canopy Work.'

(d) Title to the Lessee Canopy Work shall pass to the City of New York as the same or any part thereof is erected, constructed or installed, and the portion thereof located on the premises under the Lease shall be and become part of the premises under the Lease.

(e) (1) As used herein the term 'the Cost of the Eligible Canopy Work' shall mean the sum of the following actually paid or incurred by the Lessee to the extent that the inclusion of the same is permitted by generally accepted accounting principles consistently applied:

(i) amounts actually paid and costs actually incurred by the Lessee to independent contractors for work actually performed and labor and materials actually furnished in connection with the Eligible Canopy Work;

(ii) amounts actually paid and costs actually incurred by the Lessee in connection with the Eligible Canopy Work for engineering, architectural, professional and consulting services and supervision of construction provided, however, that payments under this item (ii) shall not exceed (Ex. 2.a.)

Additionally, the Cost of the Eligible Canopy Work shall include only that Eligible Canopy Work performed by the Lessee in accordance with all the terms and provisions of this Lease and the Construction Application(s) (including the final plans and specifications forming a part thereof) as approved by the Port Authority; and the Cost of the Eligible Canopy Work shall in no event include any amounts paid or incurred for or in connection with any trade fixtures or other personal property of the Lessee. Further, the Cost of the Eligible Canopy Work shall not include any cost or item or work forming a part of the work described in Sections 2, 88 or 89 of the Lease or for which the Port Authority makes any payment under said Section 88 or Section 89.

The sum of the costs approved under item (ii) of this subparagraph shall not exceed (Ex. 2.a.) if in fact there is any such excess, such excess shall not be a part of the cost incurred by the Lessee in the performance of the Eligible Canopy Work for the purposes of this Section 91. No payment or payments on account of administrative or other overhead costs shall be included in the Cost of the Eligible Canopy Work in excess of the amount set forth in item (ii) above whether or not allocated to the Cost of the Eligible Canopy Work by the Lessee's own accounting practices.

(2) The term "Final Date" as used in this Section 91 shall mean the earlier to occur of (i) the last day of the sixth (6th) consecutive month following the Eligible Canopy Work Completion Date, or (ii) March 31, 1999 .

(3) It is specifically understood and agreed that notwithstanding anything to the contrary herein, all costs and expenses of the Eligible Canopy Work shall be borne fully and solely by the Lessee without reimbursement or payment by the Port Authority except to the extent provided for herein with respect to, and properly includable in, the Cost of the Eligible Canopy Work and also subject to the limitations set forth in subparagraphs (1) and (5) hereof. There shall be no Port Authority reimbursement to the Lessee for any of the costs of the Third Canopy Work.

(4) The Port Authority shall reimburse the Lessee for the Cost of the Eligible Canopy Work, as follows:

(i) The Lessee shall periodically during the performance of the Eligible Canopy Work (but not more often than once a month) deliver to the Port Authority certificates which shall be signed by a responsible fiscal officer of the Lessee, sworn to before a notary public and which shall set forth a representation by the Lessee that it will apply the reimbursement payment only to the Cost of the Eligible Canopy 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 Section 91 (each such certificate being hereinafter referred to as a "Certificate"). Each such Certificate shall contain the Lessee'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 Eligible Canopy Work in accordance with and as described and defined in subparagraph (1) above. Each such Certificate shall also have attached thereto reproduction copies or duplicate originals of the invoices of the independent contractors of the Lessee and for such invoices an acknowledgment by the said independent contractors of the receipt by them of such amounts and payments; contain the Lessee'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 Lessee as aforesaid from the commencement of the Eligible Canopy Work to the date of the Certificate; contain a certification by the Lessee that each portion of the Eligible Canopy Work covered by said Certificate has been performed strictly in accordance with the terms of this Agreement and the Construction 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 Eligible Canopy 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 Lessee or any contractor, architect, engineer or other consultant of the Lessee; and have attached thereto true copies of the items described in and required under subsubparagraph (ii) below. Each such Certificate shall also contain the Lessee's certification that the work for which payment is requested has been accomplished, that the amounts requested have been paid to the Lessee's contractors, and, subject to the concurrence of the Port Authority, that said work is in place and has a value of not less than the amount requested to be reimbursed by the Port Authority.

(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 Lessee 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 Eligible Canopy 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 Eligible Canopy 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 Lessee for the Eligible Canopy 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 Lessee 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 Lessee 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) Each Certificate shall also contain such further information and documentation with respect to the Cost of the Eligible Canopy Work as the Port Authority at any time and from time to time may require.

(iv) Within thirty (30) days after the delivery of a duly submitted Certificate by the Lessee, the Port Authority shall pay to the Lessee the amounts paid by the Lessee for the Cost of the Eligible Canopy 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 subparagraph (5) below; provided, however, in the event the Lease is not in full force and effect or if the Lessee shall be under a notice of termination of the Lease or in default under any term or provision thereof, the Port Authority shall have the right, in its discretion, to withhold payment to the Lessee, provided, further, no payment or withholding of a payment shall be or be deemed to have waived any rights of the Port Authority with respect to the termination of the Lease or to a default by the Lessee under any term or provision thereof or to the withholding or payment of future payments.

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.

(v) The Lessee shall set forth in its final Certificate its final statement of the Cost of the Eligible Canopy Work and shall mark such final certificate as 'Final'. The Lessee shall not submit any Certificate for the Cost of the Eligible Canopy Work later than the Final Date as defined above. After submitting said final Certificate, the Lessee shall submit no further Certificate hereunder with respect to the Cost of the Eligible Canopy Work.

(vi) Notwithstanding anything to the contrary above, the final reimbursement by the Port Authority to the Lessee based on the Lessee's Final Certificate shall not become due unless and until the Lessee has, to the satisfaction of the Port Authority, fully complied with all of the terms of this Section 91 and all other applicable terms of this Agreement; submitted to the Port Authority all certifications, documentation and the like required under this Section 91; submitted such evidence of title to the Eligible Canopy Work to the Port Authority in accordance with the provisions of this Section 91, 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 Lessee's completion of the Eligible Canopy Work. No such final payment by the Port Authority shall constitute any waiver of claims or release by the Port Authority against the Lessee 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.

(vii) In addition to and without limiting the foregoing provisions and without limiting or impairing or waiving any other right or remedy of the Port Authority under this Lease or otherwise, the Port Authority shall have the right, in its discretion, to withhold from any of the aforesaid payments to the Lessee the amounts of any or all items contained in a Certificate in any one or more of the following events or upon any of the following bases (and the Port Authority shall notify the Lessee of the same and the basis therefor):

(aa) Any contractor or other person included or covered by the Certificate is in default or under a notice of termination with respect to its contract or agreement, or has not complied with all of the applicable terms or provision of its contract or agreement;

(bb) The Certificate or any of the certifications and documentation and other items required to be contained therein, attached thereto or submitted therewith is not in accord with the terms of this Lease or the applicable contract, or is not complete or is otherwise improper or inadequate, or the same fails to include or omits required items;

(cc) Inadequate or defective work or work not in accordance with this Lease or the approved Construction Application(s) or the approved plans and specifications, or materials and equipment are not properly stored or protected;

(dd) Claims related to the Eligible Canopy Work made by the Port Authority against a contractor included in such Certificate which are outstanding;

(ee) Failure of the Lessee to make payments to the contractor in connection with the Eligible Canopy Work;

(ff) Work not performed but for which a Certificate has been submitted; or

(gg) Materials or supplies delivered to the premises but not incorporated in the realty.

(5) The entire obligation of the Port Authority under this Agreement to reimburse the Lessee for the Cost of the Eligible Canopy Work shall be limited in amount to a total sum of (Ex.2.a.)

, provided, however, that such obligation shall be further limited in time to Eligible Canopy Work covered by Certificates of the Lessee in accordance with

subparagraph (4) above properly submitted by the Lessee in accordance with and under said subparagraph (4) on or prior to the Final Date as defined above.

(6) In addition to and without limiting any other right or remedy of the Port Authority, 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 subparagraph (4) hereof, the books and records and other data of the Lessee relating to the Cost of the Eligible Canopy 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 Lessee agrees to keep such books, records and other data within the Port of New York District, but the Lessee shall not be required to maintain any such books, records and other data for more for more than seven (7) years after it has delivered the final Certificate called for under subparagraph (4) above; unless they are material to litigation initiated within that time, in which event they shall be preserved until the final determination of the controversy.

(7) If the Lessee has included in any portion of the Cost of the Eligible Canopy Work any item 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 such element of cost under sound accounting practice or to the Cost of the Eligible Canopy Work, or does not represent an appropriate division of the costs of a particular contract which are required to be designated according to time of performance or delivery, and the parties have been unable to resolve their differences within ninety (90) days after Port Authority gave its notice objecting to the same, the Port Authority's decision as to the nature of the item of construction cost shall be final.

(8) In the event that a Port Authority audit shall disclose that amounts paid by the Port Authority exceed the Cost of the Eligible Canopy Work based upon certificates or otherwise then, upon ten (10) days demand, the Lessee shall immediately pay to the Port Authority an amount equal to the excess amount paid by the Port Authority; the foregoing shall not be or be deemed to be any limitation, impairment or waiver of any other right or remedy of the Port Authority under the Lease or otherwise.

(9) Nothing herein shall or shall be deemed to be for the benefit of any contractor (s) of the Lessee."

4. Subparagraph (7) of paragraph (b) of Section 14 of the Lease shall be deemed amended by adding at the end thereof the following:

"Without limiting the foregoing, the Lessee understands and agrees that the Lessee shall be responsible for all maintenance (routine and non-routine), cleaning and snow removal of the Lessee Canopy Work including without limitation the canopies to be constructed by the Lessee as part thereof pursuant to Section 91 hereof, the concrete median island on which one of the said canopies is to be constructed and the taxi dispatch booth to be located on said concrete median island."

5. Section 55 of the Lease shall be deemed amended by adding at the end of paragraph (a) thereof the following new subparagraph reading as follows:

"The Port Authority shall also furnish to the Lessee without additional charge electricity for the 'illumination only' of the 'Terminal 1 Canopy Structures'. For purposes of the foregoing sentence, 'illumination only' shall mean the energizing of incandescent and fluorescent bulbs (to be supplied by the Lessee) through existing wires, conduits and outlets, if any, and through the lines to be constructed by the Lessee as part of the Eligible Canopy Work under Section 91 hereof; 'Terminal 1 Canopy Structures' shall mean the two (2) canopies constructed by the Lessee as part of the Eligible Canopy Work pursuant to Section 91 hereof. The Lessee shall be responsible for all electricity required for the operation and illumination of the third canopy to be constructed by the Lessee as part of the Third Canopy Work pursuant to Section 91 hereof."

6. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

7. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation or execution of this Supplemental 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 Lessee with any liability, or held liable to the Lessee 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 Lease to which it is supplementary constitutes the entire agreement between the Port Authority and the Lessee 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 Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first written above.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: _____

(Title): General Manager Business & Properties

(Seal)

ATTEST:

Secretary

TERMINAL ONE GROUP ASSOCIATION, L.P.
By: TERMINAL ONE MANAGEMENT, INC.
GENERAL PARTNER

By: _____

DIETER BEAST

(Title): Chief Executive Officer

(Corporate Seal)

APPROVED:
FORM
TERMS

FORM E - Acknowledgment (N.Y. Corp.) 6/24/72

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

On the 11th day of Feb, 1997, before me came Joan C McCabe, to me known, who, being by me duly sworn, did depose and say that he resides at Flushing NY that he is the Assistant Secretary of The Port Authority of New York and New Jersey, one of the corporations described in, and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Commissioners of the said corporation; and that he signed his name thereto by like order.

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 Queens)

On the 20 day of January, 1998, before me personally came Dieter Bergt to me known, who being by me duly sworn, did depose and say, that he resides at Garden City, New York that he is the Chief Executive Officer of TERMINAL ONE MANAGEMENT, INC., the General Partner of Terminal One Group Association, L. P., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Helene Schneider
(notarial seal and stamp)

HELENE SCHNEIDER
Notary Public, State of New York
No. 30-4620866
Qualified in Nassau County
Commission Expires May 31, 1998

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

Port Authority Lease No. AYC-190
Supplement No. 3
Port Authority Facility-- John F. Kennedy
International Airport

THIRD SUPPLEMENTAL AGREEMENT

THIS AGREEMENT ("Supplemental Agreement No. 3" or "Supplemental Agreement"), made as of December 6, 2005 ("***Effective Date***") by and between **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (hereinafter referred to as "***the Port Authority***") and **TERMINAL ONE GROUP ASSOCIATION, L.P.**, a limited partnership formed under the laws of the State of New York (hereinafter called "***the Lessee***"), having an office and place of business at Terminal One, JFK International Airport, Jamaica, New York 11430 and having one general partner, Terminal One Management, Inc., a corporation organized and existing under the laws of the State of New York, and four limited partners, as follows: Société Air France (a wholly-owned subsidiary of Air France-KLM, and formerly named Air France-Compagnie Aérienne successor to Compagnie Nationale Air France by assignment from Air France-KLM as more fully described below), Japan Airlines International Co., Ltd. (formerly named Japan Airlines Company, Ltd., a wholly-owned subsidiary of Japan Airlines Corporation), Korean Air Lines Co., Ltd., and Deutsche Lufthansa Aktiengesellschaft, and the Lessee's representative is Mr. Arthur J. Molins, Chief Executive Officer of said Terminal One Management, Inc.

WITNESSETH, That:

WHEREAS, by an Agreement of Lease made as of July 13, 1994 (as the same has been supplemented and amended is hereinafter called the "Lease"), the Port Authority let to the Lessee and the Lessee hired and took from the Port Authority certain premises (the "***premises***") at John F. Kennedy International Airport (the "***Airport***"), all as more particularly described in the Lease; and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease in certain respects;

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, the Port Authority and the Lessee hereby agree to amend the Lease, effective as of the Effective Date except as otherwise stated, as follows:

1. (a) The term of the Lease and the letting thereunder is, pursuant to Section 3A of the Lease, hereby extended to May 27, 2023 (the day preceding the twenty-fifth anniversary of the Date of Beneficial Occupancy as defined in Section 4 of the Lease), unless sooner terminated, at the rentals under the Lease and as herein amended and upon all the terms, covenants, provisions and conditions of the Lease, as hereby amended; said extension being expressly subject to the accuracy, completeness and truth of the Lessee's representations, warranties and certifications set forth below.

(b) Knowing that the Port Authority is relying on the truth and accuracy of the following Lessee's representations, warranties and certifications of the Lessee in granting the extension of the term under subparagraph (a) above, the Lessee hereby represents, warrants and certifies to the Port Authority, that all of the terms and conditions set forth in Section 3A subparagraphs (1) through 7 are fully satisfied so as to allow the said extension of the term of the letting of the Lease set forth in subparagraph (a) above.

2. Added Area to the Premises

(a) In addition to the premises heretofore let to the Lessee under the Lease, the letting as to which shall continue in full force and effect, the Port Authority hereby lets to the Lessee and the Lessee hereby hires and takes from the Port Authority the land area shown in stipple on the sketch attached hereto, hereby made a part hereof and marked "Exhibit A-4", together with the fixtures, improvements and other property, if any, of the Port Authority located or to be located therein, thereon or thereunder, the said area, fixtures, improvements and other property, if any, (the "***Added Area***") to be and become part of the premises under the Lease, as hereby amended, let to the Lessee, subject to the Access Roadway provisions described in Paragraph 3 below, and subject to and in accordance with all the terms, provisions, covenants and conditions of the Lease, as hereby amended, for and during all the residue and remainder of the term of the letting under the Lease.

(b) The parties acknowledge that the Added Area added to the premises pursuant to this Paragraph constitutes nonresidential real property.

(c) The last sentence of Paragraph (b) of Section 1 of the Lease, as set forth in Supplement No. 1 to the Lease, shall be deemed amended to read as follows:

> "The foregoing provisions and the said height elevation limitations described in Exhibits A and B shall likewise apply to the areas added to the premises pursuant to Paragraph 1 of Supplement No. 1 of the Lease and to the

area added to the premises pursuant to Paragraph 1 of Supplement No. 2 of the Lease and to the area added to the premises pursuant to Paragraph 2 of Supplement No. 3 of the Lease "

(d) The Lessee shall use the Added Area in connection with the aircraft parking and fueling operations of the Lessee under the Lease subject to and in accordance with the terms and provisions of the Lease, including but not limited to the restrictions set forth in Paragraph 2 below and Section 5 of the Lease, and for any other purpose or activity for which the Port Authority, expressly in writing, authorizes. In addition to, and without limiting any of, the terms and provisions of the Lease, the Lessee shall, subject to the terms and conditions of the Lease, as hereby amended, including but not limited to Sections 10, 12, 47 and 48 of the Lease and approval by the Port Authority of one or more Tenant Alteration Applications to be submitted by the Lessee, construct perimeter fencing so as to fully secure the Added Area in accordance with all requirements of the Port Authority and of each and every Governmental Authority.

(e) If the Port Authority shall not give possession of the Added Area on the Effective Date set forth above by reason of the failure or refusal of any occupant to deliver possession thereof to the Port Authority or by reason of any cause or condition beyond the control of the Port Authority, the Port Authority shall not be subject to any liability for the failure to give possession on the said date. No such failure to give possession on the date hereinabove specified shall in any wise affect the validity of this Agreement or the obligations of the Lessee hereunder, nor shall the same be construed in any wise to extend the term of the letting under the Lease beyond the date specified in the Lease for the expiration of the term of the letting under the Lease. Tender shall be made by notice given at least five (5) days prior to the effective date of the tender. In the event that notice of tender of the said area described in subparagraph (a) above is not given for possession to commence on or before three hundred sixty-five (365) days after the Effective Date for the commencement of the letting thereof, then this Agreement with respect to the letting of the Added Area shall be deemed cancelled, except that each party shall and does release and discharge the other party from any and all claims and demands based on this Agreement, or a breach or alleged breach thereof.

(f) The Port Authority shall deliver the Added Area to the Lessee in its presently existing "as is" condition. The Lessee acknowledges that prior to the execution of this Agreement, it has thoroughly examined and inspected the Added Area and has found it suitable for the Lessee's operations therein under the Lease as herein amended. The Lessee agrees to and shall take the Added Area in its "as is" condition and the Port Authority shall have no obligation under the Lease as herein amended for finishing work or preparation of any portion of the Added Area for the Lessee's use. The Lessee acknowledges that it has not relied upon any representation or statement of the Port

Authority or its Commissioners, officers, employees or agents as to the suitability of the Added Area for the operations permitted thereon by the Lease as herein amended. Without limiting any obligation of the Lessee to commence operations under the Lease as herein amended at the time and in the manner stated elsewhere in this Agreement, the Lessee agrees that no portion of the Added Area will be used initially or at any time during the term of the letting thereof which is in a condition unsafe or improper for the conduct of the Lessee's operations therein under the Lease as herein amended so that there is possibility of injury or damage to life or property, and the Lessee further agrees that before any use it will immediately correct any such unsafe or improper condition.

The Lessee hereby further agrees to relieve the Port Authority from and to assume all responsibility for any and all risks, costs and expenses of any kind whatsoever caused by, arising out of or in connection with, the condition of the Added Area and all parts thereof whether any aspect of such condition existed prior to, on or after the applicable effective date of the letting of the Added Area hereunder, including without limitation all Environmental Requirements (as defined in Section 85 of the Lease as amended in this Supplemental Agreement) and Environmental Damages (as defined in Section 85 of the Lease as amended in this Supplemental Agreement), and to indemnify and hold harmless the Port Authority for all such risks, responsibilities, costs and expenses. If so directed, the Lessee shall at its own expense defend any suit based upon any such claim or demand (even if such suit, claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority. It is hereby understood and agreed that whenever reference is made in this Lease to the condition of the Added Area as of the commencement of the term thereof, the same shall be deemed to mean the condition of the premises as of the commencement date of the letting thereof as set forth above, and as to the improvements made and the alteration work performed during the term of the Lease in the condition existing after the completion of the same. All the obligations of the Lessee under this paragraph with respect to responsibilities, risks, costs and expenses assumed by the Lessee shall survive the expiration or termination of the Lease.

3. Access Roadway Easement

The premises under the Lease including the Added Area shall be subject to a vehicular roadway easement in favor of the Port Authority and its employees, contractors, agents and representatives and other persons who may be authorized by the Port Authority to use said roadway ***("Access Roadway Users")***, for the purposes of vehicular access to, and passage on and through, and ingress to and egress from, the premises over the vehicular roadway area shown in cross-hatch on Exhibit A-4 (said easement and

easement area as shown in cross-hatch on Exhibit A-4, being herein referred to as the "*Access Roadway Easement*"). The Access Roadway Easement shall be available to the Access Roadway Users, without any charge or cost to the Access Roadway Users, for said vehicular roadway use on an unrestricted basis at all times (24 hours a day, 7 days a week) during the term of the letting under the Lease, and the Lessee shall, and hereby agrees, to keep and maintain, in accordance with the terms and provisions of the Lease, the Access Roadway Easement during the term of the Lease, as hereby amended, free and clear of obstructions or impediments, and the Lessee shall not change or alter the Access Roadway Easement or park or place, or allow any Approved Sublessee or any other sublessee or person or entity to park or place, any aircraft, equipment, vehicles or other property on the Access Roadway Easement or in any way to impede or obstruct the Access Roadway Easement. The Lessee acknowledges and has been advised by the Port Authority that such Access Roadway Easement is or may be required at any time and without any notice by the Port Authority in connection with emergency operations at the Airport and accordingly the Lessee hereby agrees, without limiting the foregoing, that the Port Authority shall have the right to remove any Lessee or sublessee or other equipment, vehicles or property obstructing the Access Roadway Easement. Any failure by the Lessee to keep and maintain the Access Roadway Easement in accordance with the foregoing and other terms and conditions of the Lease shall constitute a material breach of this Lease. Neither the foregoing nor any act or actions taken by the Port Authority pursuant thereto shall or shall be deemed to limit or impair Section 24 of the Lease or any other term or provision of the Lease or any right or remedy of the Port Authority thereunder, nor shall the same be or be construed to reduce or limit any of the duties, liabilities or obligations of the Lessee under the Lease, as herein amended, or constitute an eviction of the Lessee or be made the grounds of any abatement of rental or any claim or demand for damages, consequential or otherwise; and the Lessee shall continue to be responsible for all care and maintenance of the area constituting the Access Roadway Easement.

4. Surrendered Premises

(a) Effective as of the Effective Date (hereinafter in this Paragraph 4 referred to as the "Surrender Date"), the Lessee hereby surrenders and yields up and does by these presents grant, bargain, sell, surrender and yield up to the Port Authority, its successors and assigns forever the portion of the premises shown in diagonal-hatching on Exhibit A-4 (hereinafter referred to as the "Surrendered Premises"), and the term of the letting with respect thereto under the Lease yet to come and has given, granted and surrendered and by these presents does give, grant and surrender to the Port Authority, its successors and assigns, all the rights, rights of renewal, licenses, privileges and options of the Lessee granted by the Lease with respect to the Surrendered Premises, all to the intent and purpose that the said term under the Lease and the said rights of renewal, licenses, privileges and options may be wholly

merged, extinguished and determined on the Surrender Date with the same force and effect as if the said term were in and by the provisions of the Lease originally fixed to expire on such date;

TO HAVE AND TO HOLD the same unto the Port Authority, its successors and assigns forever.

(b) The Lessee hereby covenants on behalf of itself, its successors and assigns that (i) it has not done or suffered and will not do or suffer anything whereby the Surrendered Premises, or the Lessee's leasehold therein, has been or shall be encumbered as of the Surrender Date in any way whatsoever; (ii) the Lessee is and will remain until the Surrender Date the sole and absolute owner of the leasehold estate in the Surrendered Premises and of the rights, rights of renewal, licenses, privileges and options granted by the Lease with respect thereto and that the same are and will remain until the Surrender Date free and clear of all liens and encumbrances of whatsoever nature; and (iii) the Lessee has full right and power to make this Agreement.

(c) All promises, covenants, agreements and obligations of the Lessee with respect to the Surrendered Premises, under the Lease or otherwise, which under the provisions thereof would have matured upon the date originally fixed in the Lease for the expiration of the term thereof, or upon the termination of the Lease prior to the said date, or within a stated period after expiration or termination, shall, notwithstanding such provisions, mature on the Surrender Date and shall survive the execution and delivery of this Agreement.

(d) The Lessee does by these presents release and discharge the Port Authority from any and all obligations of every kind, past, present or future on the part of the Port Authority to be performed under the Lease with respect to the Surrendered Premises. The Port Authority does by these presents release and discharge the Lessee from any and all obligations on the part of the Lessee to be performed under the Lease with respect to the Surrendered Premises for that portion of the term subsequent to the Surrender Date, except, however, for obligations of the Lessee with regard to Environmental Requirements relating to Hazardous Substances and Environmental Damages with respect to the Surrendered Premises; it being understood that nothing herein contained shall release, relieve or discharge the Lessee from any liability for rentals or for other charges that may be due or become due to the Port Authority for any period or periods prior to the Surrender Date, or for breach of any other obligation on the Lessee's part to be performed under the Lease for or during such period or periods or maturing pursuant to paragraph (c) above.

(e) In consideration of the making of this Agreement by the Port Authority, the Lessee hereby agrees to terminate its occupancy of the Surrendered Premises and to deliver actual physical possession of the same to the Port Authority on or

before the Surrender Date, in the condition required by the Lease upon surrender. The Lessee further agrees that it will remove from the Surrendered Premises prior to the Surrender Date all equipment, inventories, removable fixtures and other personal property of the Lessee or for which the Lessee is responsible. With respect to any such property not so removed, the Port Authority may at its option, as agent for the Lessee and at the risk and expense of the Lessee, remove such property to a public warehouse or may retain the same in its own possession and in either event, after the expiration of thirty (30) days, may sell or consent to the sale of the same at a public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, and second to any sums owed by the Lessee to the Port Authority; any balance remaining shall be paid to the Lessee. The Lessee shall pay to the Port Authority any excess of the total cost of removal, storage and sale over the proceeds of sale.

5. The A380 construction work

A new paragraph (l) shall be added at the end of Section 2 of the Lease to read as follows:

"(l) The A380 construction work:

(i) It is recognized that the Lessee intends to perform at its sole cost and expense certain new construction work on the premises involving modifications to four aircraft gate positions to accommodate new A380 aircraft at the premises, other terminal building and passenger load bridges modifications, fuel pit modifications and relocations, aircraft apron modifications, and paving of the Added Area (as defined in Paragraph 2 of Supplement No. 3 of the Lease). The Lessee shall design and construct the A380 construction work at its sole cost and expense on the premises in accordance with all applicable provisions of the Lease and this Supplement 3 and the approved TAAs; such design and construction of said work being herein called the "***A380 construction work***". The Lessee acknowledges that it will be continuing its operations at the premises under the Lease during the period of time it is performing the A380 construction work hereunder. The Lessee further acknowledges that this may involve among other things inconvenience, noise, dust, interference and disturbance to the Lessee in its operations at the premises as well as to its customers, patrons, invitees and employees and possibly other risks as well. The Lessee hereby expressly assumes all of the foregoing risks and agrees that there will be no reduction or abatement of any of the rentals, fees or charges payable by the Lessee under the Lease or otherwise on account of its performance of the A380 construction work and that the performance of the A380 construction work shall not constitute an eviction or constructive eviction of the Lessee nor be grounds for any abatement of rents, fees or charges payable by the Lessee under the Lease or otherwise nor give rise to or be the basis of any claim or demand by the Lessee against the Port Authority, its

Commissioners, officers, employees or agents for damages, consequential or otherwise.

(ii) The Lessee shall deliver to the Port Authority its complete plans and specifications for the A380 construction work including all required supporting information including but not limited to drawings, reports, calculations and computer printout of analysis therefor. The following terms and provisions of this Section 2 (and the amendments thereof and additions thereto set forth below) as they apply to the original construction work shall apply to the A380 construction work and are hereby incorporated by reference as if fully set forth herein, and the words "construction work" as used in the following cited paragraphs shall be deemed to mean the "A380 construction work": paragraph (a) (submission of a comprehensive plan covering the A380 construction work; paragraph (c) (2) (plans and specifications for the submission of a comprehensive plan covering the A380 construction work; paragraph (d) (terms and conditions set forth in subparagraphs (1)(as set forth below) through (18) thereof, and the additional subparagraphs (19) and (20) thereof set forth below); paragraph (f) (partial approvals); paragraph (g) (as amended below in this Supplement No. 3); paragraph (h) (anti-pollution); paragraph (i) (title); paragraph (j) completion certificates; paragraph (k) utility lines. The Lessee shall, and hereby agrees to, comply with all of the said terms and provisions.

(iii) The following additions and amendments to Section 2 shall also apply to the A380 construction work:

(aa) Subparagraph (1) of paragraph (d) of this Section 2 of the Lease is hereby amended to add at the end thereof the following:

"With respect to the A380 construction work, the Lessee hereby assumes the risk of loss or damage to all of the A380 construction work prior to the completion thereof and the risk of loss or damage to all property of the Port Authority and others and the risk of personal injury and death to all persons arising out of or in connection with the performance of the A380 construction work including, without limitation, for all Environmental Requirements and Environmental Damages. In the event of such loss or damage, the Lessee shall forthwith repair, replace and make good the A380 construction work and the property of the Port Authority without cost or expense to the Port Authority. The Lessee shall itself and shall also require its contractors to indemnify and hold harmless the Port Authority, its Commissioners, officers, agents and employees from and against all claims and demands, just or unjust, of third persons (including employees, officers, and agents of the Port Authority) arising or alleged to arise out of the performance of the A380 construction work and for all

expenses incurred by it and by them in the defense, settlement or satisfaction thereof, including without limitation thereto, claims and demands for death, for personal injury or for property damage, direct or consequential, all the foregoing to include without limitation all claims and demands arising out of or in connection with any Hazardous Substance and whether they arise from the acts or omissions of the Lessee, of any contractors of the Lessee, of the Port Authority, or of third persons, or from acts of God or of the public enemy, or otherwise (including claims of the City of New York against the Port Authority pursuant to the provisions of the Basic Lease whereby the Port Authority has agreed to indemnify the City against claims), excepting only claims and demands which result solely from affirmative willful acts done by the Port Authority, its Commissioners, officers, agents and employees with respect to the A380 construction work, provided, however, that the Lessee shall not be required to indemnify the Port Authority where indemnity would be precluded pursuant to the provisions of Section 5-322.1 of the General Obligations Law of the State of New York.

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

(bb) Subparagraph (9) of paragraph (d) of Section 2 of the Lease is hereby amended by adding at the end thereof the following:

"With respect to the A380 construction work: (i) Without limiting the generality of any other term or condition of this Lease, title to any soil, dirt, sand, asbestos or other material on the premises or the Airport removed or excavated by the Lessee during the course of the A380 construction work (all the foregoing being hereinafter called the 'Removed Material') and not used at the premises shall vest in the Lessee upon the removal or excavation thereof and all such Removed Material shall be delivered and deposited by the Lessee at the Lessee's sole cost and expense to a location off the Airport in accordance with the terms and conditions of this Lease, including without limitation this Section 2 and all applicable Environmental Requirements (including, if required, disposal of asbestos in a long-term disposal facility at the Lessee's sole cost and expense) and all in a manner satisfactory to the Port Authority. The entire proceeds, if any, of the sale or other disposition of the Removed Material shall belong to the Lessee.

(ii) Promptly upon final disposition of any Hazardous Substance from the Premises or the Airport in the performance of the A380 construction work, the Lessee shall submit to the Port Authority a "Certification of Final Disposal" stating the type and amount of material disposed, the method of disposal and the owner and location of the disposal facility. The format of such certification shall follow the requirements, if any, of governmental agencies having jurisdiction as if the Port Authority were a private organization and the name of the Port Authority shall not appear on any certificate or other document as a generator or owner of such material. (iii) In the event any Hazardous Substance is discovered in the performance of the A380 construction work, the Lessee in reporting such Hazardous Substance shall direct such report to the attention of such individual at the subject governmental authority as the General Manager of the Airport shall require in order to assure consistency in the environmental management of the Airport."

(cc) Subparagraph (11) of paragraph (d) of Section 2 is hereby amended by adding at the end thereof the following:

"(iv) With respect to the A380 construction work the Lessee in its own name as insured and including the Port Authority as an additional insured shall procure and maintain Commercial General Liability Insurance, including but not limited to property damage liability, premises-operations, products liability, broad form property damage, completed operations, explosion, collapse and underground property damages personal injury (including death) and independent contractors in not less than the minimum limit set forth below, and with a contractual liability endorsement covering the obligations assumed by the Lessee pursuant to subparagraphs (1) and (5) of this paragraph (d) and the obligations required of the Lessee's contractors pursuant to subparagraph (1) of this paragraph (d), and Commercial Automobile Liability Insurance covering owned, non-owned and hired vehicles and automatically covering newly acquired vehicles in not less that the minimum limit set forth below, and such other insurance as the Port Authority may require in connection with the performance of the A380 construction work. The Lessee may provide such insurance by requiring each contractor engaged by it for the A380 construction work to procure and maintain such insurance including such contractual liability endorsement, said insurance, whether procured by the Lessee or by a contractor engaged by it as aforesaid, not to contain any care, custody or control exclusions, and not to contain any exclusion for bodily injury to or sickness, disease or death of any employee of the Lessee or of any of its contractors which would conflict with or in any way impair coverage under the contractual liability endorsement. The said policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Lessee thereunder with respect to any claim or action against the Lessee by a third person shall pertain and apply with

like effect with respect to any claim or action against the Lessee by the Port Authority, and shall also provide or contain an endorsement providing that the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Lessee shall be the same as the protections afforded the Lessee thereunder with respect to any claim or action against the Lessee by a third person as if the Port Authority were the named insured thereunder, but such provision or endorsement shall not limit, vary or affect the protections afforded the Port Authority thereunder as an additional insured. In addition, each of the said policy or policies of insurance shall be endorsed to state they are primary in relation to any insurance carried or maintained by the Port Authority, including without limitation, any self-insurance, regardless of type. All the foregoing insurance requirements shall be in addition to all policies of insurance otherwise required by the Lease.

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

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

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

The insurance required hereunder in this sub-subparagraph (iv) shall be maintained in effect during the performance of the A380 construction work and a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority at least

fifteen (15) days prior to the commencement of the A380 construction work or any portion thereof. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy, certificate and binder shall bear the endorsement of or be accompanied by evidence of payment of the premium thereof and, also, contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority and the City of New York. Each such copy and each such certificate with respect to the insurance required under this subparagraph (11) shall contain an additional endorsement providing that the insurance carrier shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. Any renewal policy or certificate shall be delivered to the Port Authority prior to the expiration of each expiring policy. The aforesaid policies of insurance shall be written by a company or companies approved by the Port Authority, the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Lessee shall promptly obtain a new and satisfactory policy in replacement, the Port Authority agreeing not to act unreasonably hereunder. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

(v) The Lessee shall procure and maintain Builder's Risk (All Risk) Completed Value Insurance covering the A380 construction work during the performance thereof including material delivered to the premises or the construction site but not attached to the realty. Such insurance shall be in compliance with and subject to the applicable provisions of Section 15 of the Lease entitled "Insurance" and shall name the Port Authority, the City of New York and the Lessee and its contractors and subcontractors as insureds as their interests may appear and such policy shall provide that the loss shall be adjusted with and payable to the Lessee. Such proceeds shall be used by the Lessee for the repair, replacement or rebuilding of the A380 construction work and any excess shall be paid over to the Port Authority. The policies or certificates representing insurance covered by this sub-subparagraph (v) shall be delivered by the Lessee to the Port Authority at least thirty (30) days prior to the commencement of construction of the A380 construction work or any portion thereof, and each policy or certificate delivered shall bear the endorsement of or be accompanied by evidence of payment of the premium thereof and also contain a valid provision

obligating the insurance company to furnish the Port Authority and the City of New York thirty (30) days' advance notice of the cancellation, 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 thirty (30) days before the expiration of the insurance which such policies are to renew.

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

(dd) Subparagraph (18) of paragraph (d) of Section 2 is hereby amended as follows:

(A) The following shall be deemed inserted before the second (2nd) sentence of clause (i) thereof:

"Without limiting any other terms, provisions and conditions of the Lease, the Lessee understands and agrees that it shall put into effect prior to the commencement of any of the A380 construction work an affirmative action program and Minority Business Enterprise (MBE) program and Women-owned Business Enterprise (WBE) program in accordance with the provisions of Schedule E attached to Supplement No. 3 of the Lease and hereby made a part hereof (hereinafter "Schedule E"); as used in Schedule E the term "construction work" shall apply to the A380 construction work."

(B) A new clause "(iii)" shall be deemed added thereto reading as follows:

"(iii) The Lessee in the performance of the A380 construction work shall commit itself to and use good faith efforts to implement an extensive program to utilize Local Business Enterprises in accordance with and as set forth the schedule attached hereto, hereby made a part hereof and marked 'Schedule F'."

(ee) Paragraph (d) of Section 2 of the Lease is herby further amended by adding at the end thereof new subparagraphs "(19)" and "(20)" reading as follows:

"(19) In connection with the performance of the A380 construction work, the Lessee shall be responsible for identifying the location of all utilities and shall prior to the commencement of any of the A380 construction work coordinate the A380 construction work with the New York City and Long Island One Call toll free information service (1-800-272-4480) and ascertain the location of underground utilities, if any, at the premises and off the premises in the vicinity where any of the A380 construction work is to be performed. The Lessee shall provide the Port Authority with the written evidence of such coordination."

(20) The Lessee acknowledges that the Port Authority as well as other users, lessees, tenants, airport patrons and invitees and others will be continuing their operations in the Central Terminal Area during the period of time the Lessee is performing the A380 construction work hereunder and that this will involve among other things inconvenience, noise, dust, interference and disturbance to said operations and possibly other risks as well. The Lessee hereby expressly assumes all of the foregoing risks. Without limiting the foregoing, the Lessee shall and expressly hereby agrees to perform, and to require each of its contractors and subcontractors to perform, the A380 construction work and each portion thereof in such a manner so as to minimize the impact and any disruption resulting therefrom on said operations and on traffic control and traffic flow in the CTA. The Lessee shall, without limiting any other term or provision hereof, communicate and cooperate (and require each of its contractors to communicate and cooperate) with the Port Authority and with each of the users, lessees, tenants, airport patrons, invitees and others in all aspects of the A380 construction work, and the Lessee shall coordinate and work in harmony with all said persons, including without limitation the users and occupants of the premises and Port Authority contractors. The Lessee shall include in each of its contracts and subcontracts covering the A380 construction work or any portion thereof the foregoing requirements for minimization of disruption and for contractor cooperation, communication and coordination.

The Lessee acknowledges that the A380 construction work may impact on the fuel distribution system at the Airport. The Lessee hereby expressly assumes all of the risks from any disruption, interference and interruption of said fuel distribution system resulting from the A380 construction work. Without limiting the foregoing, the Lessee shall and expressly hereby agrees to perform, and to require each of its contractors and subcontractors to perform the A380 construction work and each portion thereof in such a manner so as to minimize the disruption, interference and interruption resulting therefrom on said fuel distribution system. The Lessee shall include in each of its contracts and

subcontracts covering the A380 construction work or any portion thereof the foregoing requirements for minimization of disruption, interference and interruption and for contractor cooperation, communication and coordination."

(ff) Paragraph (g) of Section 2 of the Lease is hereby amended by adding at the end thereof the following:

"(g) The Port Authority may assign to the A380 construction work a full time field engineer or engineers during any time that any A380 construction work is being performed pursuant to this Section. The Lessee shall pay to the Port Authority for the services of said engineer or engineers, the sum of (Ex. 2.a.) per engineer for each day or part thereof that the engineer or engineers are so assigned during the calendar year 2005; and the sum of (Ex. 2.a.) per engineer for each day or part thereof that the engineer or engineers are so assigned during the calendar year 2006; and the sum of (Ex. 2.a.) per engineer for each day or part thereof that the engineer or engineers are so assigned during the calendar year 2007; and the sum of (Ex. 2.a.) per engineer for each day or part thereof that the engineer or engineers are so assigned during the calendar year 2008; and the sum of (Ex. 2.a.) per engineer for each day or part thereof that the engineer or engineers are so assigned during the calendar year 2009; and the sum of (Ex. 2.a.) per engineer for each day or part thereof that the engineer or engineers are so assigned during the calendar year 2010; provided, however, and notwithstanding the foregoing, in the event any such field engineer shall be so assigned for a half-day or less, then the rate the Lessee shall pay to the Port Authority for such day for such engineer shall be equal to one half of the applicable daily rate set forth above for such engineer. Nothing contained herein shall affect any of the provisions of paragraph (k) hereof or the rights of the Port Authority thereunder."

6. (a) Subparagraph (2) of paragraph (a) of Subdivision I of Section 4 of the Lease, as previously amended, is hereby further amended by adding at the end thereof the following:

"(2) Effective as of the Effective Date of Supplement No. 3 to the Lease (as defined therein) the annual basic rental, in the amount then in effect, shall be increased by adding thereto the amount of (Ex.2.a.) and accordingly the Lessee hereby agrees and shall pay to the Port Authority effective as of said Effective

Date basic rental at the annual rate of (Ex. 2.a.)

bject

to increase as provided in paragraph (b) hereof."

(b) Item (ii) of subparagraph (2) of Paragraph (e) of Subdivision I of Section 4 of the Lease as previously amended, is hereby further amended to read as follows:

"(ii) For the portion of the term of the letting hereunder commencing on December 1, 2015 through November 30, 2022, the Lessee shall pay the Deferred Basic Rental at an annual rate of (Ex. 2.a.)

(d) Subparagraph (3) of paragraph (e) of Subdivision I of Section 4 of the Lease is hereby amended as follows:

(1) The second sentence thereof shall be deemed amended to read as follows:

"The Deferred Basic Rental payment set forth in the foregoing item (ii) of subparagraph (2) of this paragraph (e) shall be payable by the Lessee in equal monthly installments on the first day of each and every calendar month during the portion of the term set forth in said item (ii) of subparagraph (2) of this paragraph (e)."

(2) The words "or in item (ii)" shall be deemed inserted in the third (3rd) sentence thereof following the words "item (i)" appearing therein.

7. With respect to subparagraph (5) of paragraph (b) of Subdivision III of Section 4 of the Lease, it is acknowledged and agreed that effective as of July 1, 1995 the Lessee's Airline Partner then named Compagnie Nationale Air France disposed of all of its stock in Société Anonyme Belge D'Exploitation de la Navigation Aerienne (named and described therein and herein as "SABENA"), and that SABENA thus ceased to be a Subsidiary Airline (as defined in subparagraph (5) of paragraph (b) of Subdivision III of Section 4 of the Lease), and accordingly, effective from and after said date there shall not be any exemption from the percentage fees provisions of the Lease with respect to said SABENA; and said SABENA shall not be a Subsidiary Airline under the Lease.

8. With respect to the warranties and representations made by the Lessee in subparagraph (c) (1) of Section 26 of the Lease, the Lessee hereby represents and warrants to the Port Authority, knowing that the Port Authority is relying on the accuracy of such representations and warranties:

(a) that effective as September 25, 1998 the Lessee's Airline Partner Compagnie Nationale Air France changed its corporate name to "Société Air France";

(b) that on May 5, 2004 Société Air France combined with KLM Royal Dutch Airlines ("***KLM***") after completion of an exchange offer launched by Société Air France to acquire all of the outstanding common shares of KLM in exchange for Société Air France shares and warrants, such combination being more fully described in that certain agreement entitled "Agreement for Contribution of Assets" between Société Air France and Air France-Compagnie Aérienne, a corporation of the Republic of France, dated September 15, 2004 (***"Transfer Agreement"***), (such combination being sometimes denoted as "merger" in the portion of the Transfer Agreement denoted as "Presentation of the Transaction" in the English language version of the Transfer Agreement);

(c) that effective as of September 15, 2004 (i) said Société Air France transferred substantially all of its assets and obligations, including but not limited to the sublease ("Terminal One Facility Use and Lease Agreement") between it and the Lessee, to said Air France-Compagnie Aérienne, pursuant to the Transfer Agreement and changed its corporate name to Air France-KLM (the Assignor described in the Second Supplemental Agreement to Original Consent To Facility Sublease Agreement being entered into contemporaneously with this Supplement No. 3 among the Port Authority, the Lessee, Air France-KLM and Societe Air France); (ii) that said Air France-KLM became a holding company with wholly-owned subsidiaries consisting of said Air France-Compagnie Aérienne and KLM; and (iii) that said Air France-Compagnie Aérienne changed its corporate name to Société Air France (the Assignee described in the Second Supplemental Agreement to Original Consent To Facility Sublease Agreement being entered into contemporaneously with this Supplement No. 3 among the Port Authority, the Lessee, Air France-KLM and Societe Air France); all as described in the following documents which have been submitted to the Port Authority: the Shareholders Resolutions described in subparagraph (d) below; an opinion of special French legal counsel of Société Air France, August & Debouzy issued to the Port Authority dated December 6, 2005; an opinion of legal counsel of the Lessee, Clifford Chance US LLP dated December 6, 2005 issued to the Port Authority; and an opinion of legal counsel of Société Air France, Silverberg, Goldman & Bikoff, L.L.P. dated December 6, 2005 issued to the Port Authority (the foregoing opinions of legal counsel being collectively referred to as the ***"Legal Opinions"***);

(d) that the four Airline Partners of the Lessee have adopted and signed a shareholders resolution entitled "Shareholders Unanimous Written Consent in

Lieu of Meeting" dated June 29, 2005 and a shareholders resolution entitled "Shareholders Unanimous Written Consent in Lieu of Meeting" dated November 7, 2005, and have submitted copies of the same to the Port Authority, whereby said four Airline Partners constituting all of the Shareholders of Terminal One Management, Inc., the General Partner of the Lessee, adopted Resolutions approving the transfer to Société Air France (a wholly-owned subsidiary of Air France-KLM, and formerly named Air France-Compagnie Aérienne successor to Compagnie Nationale Air France by assignment from Air France-KLM) of the limited partnership interest of Air France-KLM in the Lessee, one hundred (100) shares of Class A common stock in the said General Partner, and all specified assets, rights and obligations and liabilities of Air France-KLM relating to the General Partner and the Lessee;

(e) that Société Air France (a wholly-owned subsidiary of Air France-KLM, and formerly named Air France-Compagnie Aérienne successor to Compagnie Nationale Air France by assignment from Air France-KLM) is on the date of the execution of this Supplemental Agreement a limited partner in the Limited Partnership that is the Lessee and an Airline Partner of the Lessee;

(f) that the four Airline Partners of the Lessee have adopted and signed a shareholders resolution entitled "Shareholders Unanimous Written Consent in Lieu of Meeting" dated April 20, 2005 approving the change of corporate name of the Lessee's Airline Partner named on the first page of the Lease and in Section 26 (c) (1) of the Lease as "Japan Airlines Company, Ltd." to "Japan Airlines International Co., Ltd."; (a copy of such Resolution having been submitted by the Lessee to the Port Authority) and as described in the aforesaid legal opinion of Clifford Chance US LLP dated December 6, 2005;

(g) that said Japan Airlines International Co, Ltd, notwithstanding its change of corporate name or any matter relating thereto, has at all times during the term of the Lease continued to be, and on the date of the execution of this Supplemental Agreement is, a limited partner in the Limited Partnership that is the Lessee and an Airline Partner of the Lessee;

(h) with respect to the General Partner, that there have been issued and are outstanding 400 voting securities which constitute all of the outstanding voting securities and that all of said voting securities are owned by the Airline Partners as follows:

Class A -- 100 Shares - Société Air France
Class B -- 100 Shares - Japan Airlines International Co., Ltd.
Class C -- 100 Shares - Korean Air Lines Co., Ltd.
Class D -- 100 Shares - Deutsche Lufthansa Aktiengesellschaft

and that said Voting Securities constitute all of the outstanding Voting Securities of the General Partner and that all of said Voting Securities are held by the Airline Partners as herein set forth; and

(i) that the foregoing representations and warranties are also being given by each of the Airline Partners in a supplement to each of the four Consent Agreements (as such term is described in paragraph (d) (1) of Section 28 of the Lease) which are being entered into contemporaneously with this Supplement No. 3 by and among the Port Authority, the Lessee and each of the Airline Partners.

9. Paragraph (a) of Section 10 of the Lease shall be deemed amended to read as follows:

"(a) The Lessee shall promptly comply with, observe and execute all laws and ordinances and governmental rules, regulations, orders, requirements and similar items, including, without limitation, all Environmental Requirements, now or at any time during the term of this Agreement which as a matter of law are applicable to or which affect (i) the premises or the groundwater thereunder, (ii) the operations of the Lessee at the premises or the Airport, (iii) the occupancy and use of the premises and/or (iv) any Hazardous Substance which has migrated from or from under the premises. The Lessee shall, in accordance with and subject to the provisions of Section 48 hereof entitled "Other Construction by the Lessee", make any and all structural and non-structural improvements, alterations or repairs of the premises and perform all remediation, containment and clean-up of Hazardous Substances required in order to fully satisfy the compliance obligations set forth herein."

10. Section 12 of the Lease shall be deemed amended by adding at the end thereof the following:

"(m) Without limiting any other of the Lessee's obligations under the Lease and except with respect to the matters for which the Lessee is not responsible as listed in clauses (1) through (7) of paragraph (c) of Section 87 hereof, the Lessee shall provide the General Manager of the Airport at the cost and expense of the Lessee with such information, documentation, records, correspondence, notices, reports, tests, results, and certifications and any other information as the Port Authority shall request in connection with any Environmental Requirements or Environmental Damages, and the Lessee shall promptly acknowledge, swear to, sign or otherwise fully execute the same. The Lessee agrees that any of the foregoing may be filed by the Port Authority with the appropriate governmental authority on behalf of the Lessee at the Lessee's cost and expense. Further, the Lessee agrees unless directed otherwise by the Port Authority, to provide the General Manager of the Airport with copies of all

information, documentation, records, correspondence, notice, certifications, reports, test results and all other submissions provided by the Lessee to a governmental authority and by a governmental authority to the Lessee within ten (10) business days that the same are made available to or received by the Lessee with respect to any Environmental Requirements.

(n) (1) In addition to and without limiting the generality of the obligations of the Lessee set forth above and elsewhere in the Lease and except with respect to the matters for which the Lessee is not responsible as listed in clauses (1) through (7) of paragraph (c) of Section 87 hereof, the Lessee shall at its sole cost and expense and in accordance with and subject to the provisions of Section 48 hereof, upon notice from the Port Authority, promptly take all actions to completely remove and remediate all Hazardous Substances on the premises or the Airport which result from the Lessee's use and occupancy of the premises or which have been disposed of, released, discharged or otherwise placed on, under or about the premises during the term of the letting hereunder, and to cleanup and remediate all other Hazardous Substances on, about or under the premises or which have migrated from the premises to any adjoining property, which any federal, state or local governmental agency or political subdivision or any Environmental Requirement or any violation thereof require to be remediated, and to cleanup and remediate all Hazardous Substances necessary to mitigate Environmental Damages. The foregoing obligations of the Lessee shall include without limitation the investigation of the environmental condition of the area to be remediated, the presentation of feasibility studies, reports and remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or restoration work; the standard for any of the foregoing to be that standard as required under Environmental Requirements and in the event that any Environmental Requirement sets forth more than one standard, the standard to be applied shall be that which requires the lowest level of a Hazardous Substance. Any actions of the Lessee under the foregoing shall be performed in a good, safe and workmanlike manner and shall minimize any impact on activities off the premises. The Lessee shall promptly provide to the Port Authority all copies of test results and reports generated in connection with such actions. Promptly upon completion of such investigation and remediation, the Lessee shall seal or cap all monitoring wells and test holes, remove all associated equipment and restore the remediated property.

Nothing herein shall limit, modify, waive or otherwise alter the rights, claims and remedies which the Port Authority or the Lessee may have against third parties or persons, whether at law, equity or otherwise.

(2) Without limiting the generality of any other provision contained in this Agreement and except with respect to the matters for which the Lessee is not

responsible as listed in clauses (1) through (7) of paragraph (c) of Section 87 hereof, the Lessee shall indemnify, hold harmless and reimburse the Port Authority, its Commissioners, officers, employees and representatives from all claims, demands, penalties, fines, liabilities (including strict liability), settlements, attorney and consultant fees, investigation and laboratory fees, removal and remediation costs, court costs and litigation expenses, damages, judgments, losses, costs and expenses of whatsoever kind or nature and whether known or unknown, contingent or otherwise, just or unjust, groundless, unforeseeable or otherwise, arising or alleged to arise out of or in any way related to any Environmental Damages or any Environmental Requirement which the Lessee is obligated to comply with pursuant to this Agreement, or the risks and responsibilities assumed hereunder by the Lessee for the condition of the premises or a breach or default of the Lessee's obligations under Section 87 hereof. If so directed, the Lessee shall at its own expense defend any suit based upon the foregoing, and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority."

11. (a) Section 13 of the Lease shall be deemed amended by adding at the end thereof the following:

"(o) The Lessee shall not dispose of, release or discharge nor permit anyone to dispose of, release or discharge any Hazardous Substance on the premises or at the Airport. Any Hazardous Substance disposed of, released or discharged by the Lessee (or permitted by the Lessee to be disposed of, released or discharged) on the premises or at the Airport, shall upon notice by the Port Authority to the Lessee and subject to the provisions of Section 48 hereof and all Environmental Requirements, be completely removed, cleaned up and/or remediated by the Lessee. The obligations of the Lessee pursuant to this paragraph (o) shall survive the expiration or termination of this Agreement."

12. Section 6 of the Lease is hereby amended as follows:

A new paragraph "(h)" shall be deemed inserted at the end thereof reading as follows:

"(b) In the 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 of payment of any late charge or late charges or other service charges payable under the provisions of this Section with respect to such unpaid amount. Each such service charge shall be and become additional rent, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the rental. 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 set forth in Section 29 of this Agreement or (ii) any obligations of the Lessee under this Agreement."

13. Subparagraph (7) of Paragraph (b) of Section 33 of the Lease is hereby amended to read as follows:

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

14. (a) Section 39 of the Lease is hereby amended to read as follows:

"Section 39. Basic Lease

(a) The Lessee acknowledges that it has received, and is familiar with the contents of, a copy of the Amended and Restated Agreement of Lease of the Municipal Air Terminals between The City of New York, as Landlord (the '***City***'), and The Port Authority of New York and New Jersey, as Tenant, dated as of November 24, 2004 (the "***Basic Lease***"). The rights of the Port Authority in the premises are those granted to it by the Basic Lease, and no greater rights are

granted or intended to be granted to the Lessee than the Port Authority has power thereunder to grant.

(b) In accordance with the provisions of the Basic Lease, the Port Authority and the Lessee hereby agree as follows:

(1) This Lease is subject and subordinate to the Basic Lease and to any interest superior to that of the Port Authority;

(2) The Lessee shall not pay rent or other sums under this Agreement for more than one (1) month in advance (excluding security and other deposits required under this Lease);

(3) With respect to this Agreement, the Lessee on the termination of the Basic Lease will, at the option of the City attorn to, or enter into a direct lease on identical terms with, the City;

(4) The Lessee shall indemnify the City with respect to all matters described in Section 31 of the Basic Lease;

(5) The Lessee shall not use the premises hereunder for any use other than as permitted under the Basic Lease;

(6) The Lessee shall use, operate and maintain the premises hereunder in a manner consistent with the Port Authority's obligations under Section 28 of the Basic Lease;

(7) The failure of the Lessee to comply with the forgoing provisions shall be an event of default under this Agreement, which, after the giving of reasonable notice, shall provide the Port Authority with the right to terminate this Agreement and exercise any other rights that the Port Authority may have as the landlord hereunder; and

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

(b) (1) Paragraph (c) of Section 19 of the Lease is hereby amended as follows: The seventh (7th) line of the first subparagraph thereof shall be deemed amended to read as follows:

"Port Authority and the City of New York as additional insureds shall maintain and pay".

(2) The fourth (4th) sentence of paragraph (e) of said Section 19 of the Lease shall be deemed amended to read as follows:

"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 thirty (30) days' written advance notice thereof to the Port Authority and the City of New York."

(c) Section 25 of the Lease entitled "Condemnation" is hereby amended to read as follows:

"Section 25. Condemnation

(a) Definitions:

The following terms, when used in this Section 25, shall, unless the context shall require otherwise, have the respective meanings given below:

(1) "***Date of Taking***" shall be deemed to be the date on which title to all or a portion of the premises, as the case may be, shall have vested in any lawful power or authority pursuant a Taking.

(2) "***Material Part***" with reference to the premises or with reference to the Public Landing Area shall mean such portion of the premises or the Public Landing Area as when so taken would leave remaining a balance of the premises, due either to the area so taken or the location of the part so taken in relation to the part not so taken, that would not under economic conditions and after performance by the Lessee of all covenants, agreements, terms and provisions contained herein or required by law to be observed or performed by the Lessee, permit the restoration of the premises so as to enable the Lessee to operate, maintain and develop the premises in accordance with Sections 2 and 5 of this Agreement.

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

(b) Permanent Taking of All or a Portion of the Premises and the Public Landing Area

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

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

(3) If a Taking covers only a Material Part of the premises or of the Public Landing Area, then the Lessee and the Port Authority shall each have an option exercisable by notice given within ten (10) days after the Date of Taking to terminate the letting hereunder with respect to the premises not taken, as of the Date of Taking, and such termination shall be effective as if the Date of Taking were the original date of expiration hereof. If the Port Authority exercises this option, it shall purchase from the Lessee the Lessee's leasehold interest (excluding any personal property whatsoever) in the premises not taken for a consideration equal to the Lessee's Unamortized Capital Investment, if any, in the premises not taken. If the letting of the entire premises is not terminated, the rentals shall be abated in accordance with Section 4 hereof after the date of surrender of possession of the portion of the premises taken.

(4) If a Taking is permanent but covers less than the entire premises and the letting of the portion of the premises not taken is not terminated pursuant to paragraph (b)(3) of this Section, the Lessee (subject to Section 48 hereof entitled "Other Construction by the Lessee" and Section 73 hereof entitled "Force Majeure" and all other applicable terms and previsions of this Lease) shall proceed diligently to restore the remaining part of the premises not so taken so that the premises shall be a complete, operable, self-contained architectural unit in good condition and repair and the proceeds of that portion of any award paid in trust to the Port Authority pursuant to Section 23.3 of the Basic Lease attributable to the improvements on the premises not so taken shall be made available by the Port Authority to and be used by the Lessee for that purpose. The Port Authority shall retain any excess of such award over the costs of the restoration.

(5) If a Taking (x) covers all or "substantially all of a Municipal Air Terminal", as defined in the Basic Lease, and (y) the Basic Lease (with respect to the Airport) and this Agreement are consequently terminated, then the Port Authority shall pay to the Lessee its Unamortized Capital Investment, if any, in the premises, provided, however, that the Port Authority's foregoing payment

obligation to the Lessee shall be limited to a proportionate share (as determined by the Port Authority in its sole discretion following consultation with all of the Port Authority's tenants at the Airport) of the condemnation proceeds available to be paid to the Lessee and the Port Authority's other tenants at the Airport, and provided, further, that such available condemnation proceeds shall be limited to the amount of the condemnation proceeds received from the City remaining after the Port Authority has been compensated for (p) the value of its leasehold interest in the Airport or (q) the sum of the unamortized portion of the Port Authority's investment in improvements at the Airport and any remaining deferred charges for equipment acquired by the Port Authority for use at or in connection with its operation of the Airport, whichever of (p) or (q) is greater (such greater amount, the "**Port Authority Share**"). In making the determination of "proportionate share" provided in the first proviso of the preceding sentence, the Port Authority shall in no event be liable, in any respect, to the Lessee or any other party by reason of such determination or the resulting distribution of proceeds, and the Lessee shall, prior to receipt of any such distribution, execute and deliver to the Port Authority such form of waiver, release and indemnification as the Port Authority may request. The Lessee understands and accepts that after payment of the Port Authority Share, there may be insufficient condemnation proceeds (or none at all) remaining to pay all or any portion of the Lessee's Unamortized Capital Investment.

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

(1) If the temporary use of the whole or any part of the premises shall be taken for any public or quasi-public purpose by any lawful power or authority pursuant to a Taking or by agreement between the Port Authority and such lawful power or authority, (w) the Lessee shall give prompt notice thereof to the Port Authority, (x) the term of the letting hereunder shall not be reduced or affected in any way and (y) the Lessee shall continue to pay in full all rentals payable by the Lessee hereunder without reduction or abatement except as set forth in paragraph (c)(2) below.

(2) If a temporary Taking covers all or a Material Part of the premises or the Public Landing Area, then the Lessee and the Port Authority shall each have an option, exercisable by notice given within ten (10) days after the Date of Taking, to suspend the term of the letting of such of the premises as are not so taken during the period of the Taking, and, in that event, the rentals for such portion of the premises not so taken shall abate for the period of the suspension in accordance with Section 4. If the Port Authority exercises this option, it shall purchase from the Lessee the Lessee's leasehold interest (excluding any personal property whatsoever) in the premises not taken for the period of suspension for a

consideration equal to the Lessee's Unamortized Capital Investment, if any, in such premises which is to be amortized over the period of such suspension.

(d) Lessee's Cooperation

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

(e) Condemnation Claims by Lessee

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

15. Amendment of Section 47 of the Lease

Section 47 of the Lease is hereby amended as follows:

(a) The title thereof shall be amended to read "The Lessee's Ongoing Affirmative Action-Equal Opportunity Commitment/ Local Business Enterprise Commitment/ Application of Schedule E to all construction work and all alteration work".

(b) The symbol "I" shall be deemed inserted before the symbol "(a)" appearing in the first line of the first paragraph thereof.

(c) New subdivisions "II" and "III" shall be added to said Section 47 reading as follows:

"II. The Lessee's Local Business Enterprise Commitment

The Lessee in connection with any construction work or tenant alteration work on the premises, or any portion thereof, shall throughout the term of the letting hereunder commit itself to and use good faith efforts to implement an extensive program to utilize Local Business Enterprises in accordance with and as set forth in Schedule F.

III. Continuing application of Schedule E to all construction and alteration work at the premises

The Lessee in connection with any construction work or tenant alteration work on the premises, or any portion thereof, shall throughout the term of the letting hereunder commit itself to putting into effect prior to the commencement of any such construction work or tenant alteration work an affirmative action program and Minority Business Enterprises (MBE) program and Women-owned Business Enterprise (WBE) program in accordance with the provisions of Schedule E (attached to Supplement No. 3 of the Lease); and in accordance with Section 2 (c) 18 of the Lease; and of the foregoing the terms and provisions of said Section 2 (c) (18) shall be deemed incorporated in and made a part of said Schedule E as if set forth therein in full."

16. Amendment of Section 61 of the Lease:

(a) The first sentence of the first paragraph of Section 61 of the Lease entitled "Vending Machines, Public Telephones, Advertising Displays" shall be amended to read as follows:

" If requested by the Lessee, the Port Authority, by itself or through contractors, lessees, or permittees, shall install and maintain in the premises public telephones (sometimes also referred to as 'pay phones', 'pay telephones' or 'public phones'), pre-paid phone cards, facsimile transmission machines and other public communications services, including without limitation, all voice and data communications services and facilities, whether wired or wireless and whether within licensed or unlicensed frequency allocations, and also including all Port Authority-owned or operated information and communications technology infrastructure for common Airport use, provided that the Lessee shall retain the right to control the placement of public telephones, phone banks, phone kiosks, facsimile transmission machines and other public communications services (e.g., internet kiosks) within the premises, and the right to deny, upon reasonable grounds, the placement of any particular public telephone facility, facsimile transmission machine or internet kiosk. The Lessee shall provide the necessary wires and conduits for the supply of electricity for such machines and displays."

(b) The words "other public communications services" shall be deemed inserted following the words "public telephones" in the second paragraph of Section 61 of the Lease.

17. Section 85 of the Lease entitled "Definitions" is hereby amended as follows:

(a) The definition of "Basic Lease" shall be deemed amended to read as follows:

"(d) '*Basic Lease*' shall have the meaning given to such term in Section 39 of the Lease (as set forth in Supplement Number 3 to the Lease)."

(b) The following new terms and definitions shall be deemed added to said Section 85 of the Lease.

"*Environmental Damages*" shall mean any one or more of the following: (i) the presence in, on, or under the premises of any Hazardous Substance whether such presence occurred prior to or during the term of the letting under this Agreement or resulted from any act or omission of the Lessee or others, and/or (ii) the disposal, discharge, release or threatened release of any Hazardous Substance from the premises or of any Hazardous Substance from under the premises and/or (iii) the presence of any Hazardous Substance in, on or under other property at the Airport as a result of (a) the Lessee's use and occupancy of the premises or the performance of the construction work or any other work or activities at the premises or (b) a migration of a Hazardous Substance from the premises or from under the premises or (c) the Lessee's operations at the Airport, and/or (iv) any personal injury, including wrongful death, or property damage, arising out of or related to any Hazardous Substance described in (i), (ii) or (iii) above, and/or (v) the violation of any Environmental Requirement pertaining to any Hazardous Substance described in (i), (ii) or (iii) above, the premises and/or the activities thereon.

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

lowest level of a Hazardous Substance, the foregoing to include without limitation:

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

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

(iii) The Atomic Energy Act of 1954, 42 U.S.C. Section 2011 et. seq.; the Clean Water Act also known as the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et. seq.; the Clean Air Act, 42 U.S.C. Section 7401 et. seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 et. seq.; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et. seq.; the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Section 2701 et. seq. ; the Emergency Planning and Community Right to Know Act, 42 U.S.C. Section 11001 et. seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et. seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101 et. seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et. seq.; the Safe Drinking Water Act of 1974, 42 U.S.C. Sections 300f-300h-11 et. seq.; the Oil Pollution Act, 33 U.S.C. Section 2701 et. seq.; the National Environmental Policy Act, 42 USC Section 4321 et. seq.; the State Environmental Quality Review Act (SEQRA), NY ECL Section 8-0101 et. seq; the New York State Environmental Conservation Law; the New York State Navigation Law; together, in each case, with any amendment thereto, and the regulations adopted, guidances, memoranda and publications promulgated thereunder and all substitutions thereof and any other analogous current or future federal, state municipal, city or local laws."

"***Hazardous Substance'*** shall mean and include in the singular and "***Hazardous Substances***" shall mean and include in the plural any pollutant, contaminant, toxic or hazardous waste, dangerous substance, noxious substance, toxic substance, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, polychlorinated biphenyls ("PCBs"), radon, chemicals known to cause cancer, endocrine disruption or reproductive toxicity, petroleum and petroleum products, fractions, derivatives and constituents thereof, of any kind and in any form, including, but not limited to, oil, petroleum, fuel, fuel oil,

sludge, crude oil, gasoline, kerosene, and mixtures of, or waste materials containing any of the foregoing, and other gases, chemicals, materials and substances which have been or in the future shall be declared to be hazardous or toxic, or the removal, containment or restriction of which have been or in the future shall be required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling or ownership of which have or in the future shall be restricted, prohibited, regulated or penalized by any federal, state, county, or municipal or other local statute or law now or at any time hereafter in effect as amended or supplemented and by the regulations adopted and publications promulgated pursuant thereto."

(c) The date appearing as "December 30, 2015" in the first (1st) sentence of paragraph "(w)" of Section 85 of the Lease shall be deemed amended to read "May 27, 2023".

18. Section 83 of the Lease is hereby amended to read as follows:

"Section 83. Security Deposit

(a) As used in this Section 83 the following terms shall have the following meanings:

(1) '*Agreements*' shall collectively mean this Lease and all other agreements now or in the future the Lessee shall have with the Port Authority, including any extensions thereof.

(2) '*Effective Period*' shall mean the period commencing on the Effective Date (as defined in Supplement No. 3 to the Lease) and expiring on the last day of the sixth full calendar month occurring after the expiration or earlier termination or revocation of this Lease.

(3) '*Letter of Credit*' shall mean in the singular each of and '*Letters of Credit*' shall mean in the plural all of the letters of credit required to delivered by the Lessee to the Port Authority pursuant to the provisions of this Section and which meet all the requirements set forth in paragraph (c) below.

(4) '*Obligations*' shall mean all of the provisions, terms and conditions of the Agreements on the part of the Lessee to be fulfilled, kept, performed or observed and (ii) the payment of all rentals, fees and other amounts, charges and obligations now or in the future to become due and owing to the Port Authority by the Lessee, and (iii) the performance of all other present and future obligations of

the Lessee to the Port Authority whether covered by a written agreement or otherwise.

(5) '*Security Amount*' shall mean the amount of

(b) The Lessee hereby agrees that on or before the Effective Date the Lessee shall cause to be delivered to the Port Authority a Letter of Credit in the Security Amount meeting all the requirements set forth in paragraph (c) below as security for the full, faithful and prompt performance of and compliance with, on the part of the Lessee of all of the Obligations.

(c) Each Letter of Credit shall be clean, irrevocable and issued to and in favor of the Port Authority by a banking institution acceptable to the Port Authority and having its main office in the Port of New York District. The form and terms of each Letter of Credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Each Letter of Credit shall provide that it shall continue until the last day of the Effective Period. Such continuance may be by provision for automatic renewal or by delivery to the Port Authority of a substitute letter of credit satisfactory to the Port Authority and meeting all the requirements set forth in this paragraph (c) in an amount so that at all times during the Effective Period the Port Authority shall have a Letter of Credit or Letters of Credit in the Security Amount. If requested by the Port Authority, any Letter of Credit delivered pursuant to this Section shall be accompanied by a letter expressing the opinion of counsel for the banking institution issuing the Letter of Credit that the issuance of said Letter of Credit is an appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law.

(d) Upon notice of cancellation of a Letter of Credit or upon notice that a Letter of Credit will not be extended the Lessee agrees that unless, by a date thirty (30) days prior to the effective date of such cancellation or expiration, such Letter of Credit is replaced by another letter of credit satisfactory to the Port Authority and meeting all the requirements of paragraph (c) above in an amount so that at all times during the Effective Period the Port Authority shall have a Letter of Credit or Letters of Credit in the Security Amount, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security under this Agreement.

(e) In addition to any and all other remedies available to it, the Port Authority shall have the right, at its option at any time and from time to time, with or without notice, to draw upon each Letter of Credit or any part thereof in whole or partial satisfaction of any of its claims or demands against the Lessee. There

shall be no obligation on the Port Authority to exercise such right and neither the existence of such right nor the holding of a Letter of Credit or Letters of Credit shall cure any default or breach of the Obligations.

(f) If at any time any bank shall fail to make any payment to the Port Authority in accordance with any Letter of Credit issued by any such bank, the Lessee shall cause to be delivered to the Port Authority on demand another letter of credit satisfactory to the Port Authority and meeting all the requirements set forth in paragraph (c) above in an amount so that at all times during the Effective Period the Port Authority shall have a Letter of Credit or Letters of Credit in the Security Amount.

(g) If at any time and from time to time during the Effective Period a payment is made to the Port Authority under any Letter of Credit, the Lessee within ten (10) days thereafter shall bring the Letter of Credit back up to the Security Amount or shall cause to be delivered to the Port Authority an additional letter of credit satisfactory to the Port Authority and meeting all the requirements set forth in paragraph (c) above, in such an amount so that at all times during the Effective Period the Port Authority shall have a Letter of Credit or Letters of Credit in the Security Amount.

(h) No action by the Port Authority pursuant to the terms of any Letter of Credit, or receipt by the Port Authority of funds from any bank issuing any Letter of Credit, shall be or be deemed to be a waiver of any breach or default by the Lessee of the Obligations and all rights and remedies under the Agreements, or otherwise consequent upon such breach or default shall not be affected by the existence of or recourse to any such Letter of Credit.

(i) After the expiration of the Effective Period, and upon the condition that the Lessee shall then be in no wise in default of any of the Obligations, and upon written request therefor by the Lessee, the Port Authority will return to the Lessee the Letter of Credit or Letters of Credit which have been caused to be delivered to the Port Authority by the Lessee hereunder and are in the possession of the Port Authority less the amount by partial or full drawings of any and all unpaid claims and demands (including estimated damages) of the Port Authority by reason of any default or breach by the Lessee of the Obligations.

(j) Anything to the contrary herein notwithstanding, nothing in this Section or in Section 58 or elsewhere in the Lease shall or shall be construed as preventing or precluding the Port Authority from requiring an increase in the Security Amount or from requiring the Lessee to submit new or additional security under and pursuant to the terms and provisions of, or as a condition of entering into, any agreement (including without limitation extensions,

amendments or supplements to existing agreements) which may be entered into between the Port Authority and the Lessee subsequent to the Effective Date. Nothing herein shall be deemed to limit or impair any rights under any other agreement with the Lessee that requires security or to impair or limit any rights or remedies of the Port Authority with respect to such security or to the Letter of Credit submitted hereunder.

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

(l) The Lessee hereby agrees that a breach or failure to perform or comply with any of the terms and conditions of this Agreement, including without limitation, failure to provide a Letter of Credit or Letters of Credit in accordance with the terms and provisions of this Agreement at any time during the Effective Period valid and available to the Port Authority or any failure of any banking institution issuing a Letter of Credit to make one or more payments as provided in such Letter of Credit, shall constitute a material breach of each and every Obligation, including without limitation, each of the Agreements, thereby entitling the Port Authority to immediately exercise any and all rights available to it as fully as if such breach, failure or non-compliance was a breach of the Obligations, including without limitation, the right to terminate or revoke any or all of the Agreements for cause.

(m) The Lessee agrees that it will not assign or encumber any Letter of Credit and any such assignment or encumbrance shall be void as to the Port Authority.

(n) (i) In the event of any increase or increases of the rentals payable by the Lessee under the Lease from time to time so that rentals for two (2) consecutive months shall exceed the existing Security Amount (the amount of such rentals being herein called the "Increased 2-Month Rentals"), the Security Amount may be increased by the Port Authority upon ten (10) days notice from the Port Authority to the Lessee to an amount equal to the Increased 2-Month Rentals and the Lessee shall deliver to the Port Authority before the expiration of such 10 day period an amendment to the Letter of Credit then being held by the Port Authority providing for the increase in the Letter of Credit to the new Security Amount set forth in such notice.

(ii) In the event of any decrease or decreases of the rentals payable by the Lessee under the Lease from time to time made pursuant to an written supplement to the Lease so that the rentals payable by the Lessee under the Lease for two (2) consecutive months shall be less than the existing Security Amount (the amount of such rentals being herein called the "Decreased 2-Month Rentals"), the Security Amount may be decreased by the Port Authority after ten (10) days notice from the Port Authority to the Lessee to an amount equal to the Decreased 2-Month Rentals, provided, however, in no event shall the Security Amount be so decreased or such notice be effective if (x) the Lessee shall have been in default at any time in the twelve month period immediately preceding the date of the receipt of such notice by the Lessee in the performance or observance of any term, provision, covenant, condition or agreement of this Agreement and (y) the Port Authority has not at any time during such twelve month period paid any sum or sums or incurred any obligations, expense or cost by reason of the failure, neglect or refusal of the Lessee to perform or fulfill any one or more of such terms, provisions, covenants, conditions and agreements. Such decrease in the Security Amount shall be effectuated by the delivery by the Lessee to the Port Authority of an amendment to the Letter of Credit then being held by the Port Authority providing for the decrease in the Letter of Credit to the new Security Amount set forth in the aforesaid notice from the Port Authority."

(o) For purposes of the foregoing, the Lessee hereby certifies that its I.R.S. Employee Identification No. is

19. Section 91 of the Lease entitled "Entire Agreement" shall be renumbered as Section 92 and the reference to "Section 91" therein shall be deemed changed to "Section 92, and the following new Section 91 shall be deemed inserted into the Lease reading as follows:

"Section 91. Storage Tanks

(a) All underground storage tanks and all above ground storage tanks installed in the premises as of the commencement of the Lessee's occupancy of the premises or any portion thereof, (other than the Existing Tanks as defined in paragraph (b) (3) of Section 87 hereof) together with all underground storage tanks and all above ground storage tanks installed in the premises during the term of the letting hereunder or during the letting or use of the premises by the Lessee under any previous agreement, and its or their appurtenances, pipes, lines, fixtures and other related equipment are hereinafter collectively called the "Tanks" and singularly called a "Tank". Notwithstanding any other facts or circumstances the contrary including without limitation any vesting of title to the Tanks in the City of New York pursuant to any construction or alteration application or otherwise, the Lessee hereby agrees that title and ownership of the Tanks shall be and remain in the Lessee, that all Tanks shall be registered by the Lessee in the name of the Lessee as operator and owner and that the Lessee shall have full and sole responsibility for all the Tanks, and shall release and relieve the Port Authority from all costs and responsibility for the Tanks. The Port Authority has made no representations or warranties with respect to the Tanks or their location and shall assume no responsibility for the Tanks. All Tanks installed by the Lessee shall be installed pursuant to the terms and conditions of the Lease including without limitation Section 48 hereof entitled "Other Construction by the Lessee" and nothing in this Section shall or shall be deemed to be permission or authorization to install any Tanks.

(b) Without limiting the generality of any of the provisions of the Lease, the Lessee agrees that it shall be solely responsible for maintaining, testing and repairing the Tanks. The Lessee shall not perform any servicing, repair or non-routine maintenance to the Tanks without the prior written approval of the Port Authority provided that in the event of an emergency the Lessee, in accordance with Environmental Requirements and this Lease, shall immediately notify the Port Authority as well as all other applicable Governmental Authorities and immediately perform servicing, repair and maintenance to properly address such emergency. In addition, the Lessee, at its sole cost and expense, shall make all modifications to the Tanks and take all other actions so that the Tanks shall at all times comply with all applicable Environmental Requirements.

(c) (1) The Lessee shall remove all the Tanks from the premises on or before the expiration of the Lease (unless the Lessee shall have received the prior written approval of the Port Authority to have abandoned a tank in place and such abandonment continues to meet all applicable Environmental Requirements) and the Lessee agrees to dispose of the Tanks off the Airport in accordance with all applicable Environmental Requirements.

(2) Any removal of the Tanks shall be performed pursuant to an alteration application prepared by the Lessee and submitted to the Port Authority for the Port Authority's approval and in connection with such removal, the Lessee shall restore the premises to the same condition existing prior to the installation of the Tanks, shall perform such testing of the Tanks and of the soil, sub-soil and ground water in the vicinity of the Tanks as shall be required by the Port Authority and shall clean-up and remediate any contamination disclosed by said testing. In the event the Lessee does not remove the Tanks as required by subparagraph (l) above, the Port Authority may enter upon the premises and effect the removal and disposal of the Tanks, restoration of the premises and such remediation and the Lessee hereby agrees to pay all costs and expenses of the Port Authority arising out of such removal, disposal, restoration and remediation.

(d) Without limiting the generality of any other term or provision of the Lease, the Lessee shall at its cost and expense comply with all Environmental Requirements applicable to the Tanks, including without limitation any modifications or closures required thereby, and any Discharge (as defined in paragraph (i) hereof) including without limitation testing the Tanks and registering the Tanks in the name of the Lessee as owner and operator, submitting all required clean-up plans, bonds and other financial assurances, performing all required clean-up and remediation of Discharges and filing all reports, making all submissions to, providing all information required by, and complying with all requirements of, all Governmental Authorities pursuant to all such Environmental Requirements. Nothing in the foregoing shall be construed as a submission by the Port Authority to the application to itself of the Environmental Requirements, provided, however, no immunity or exemption of the Port Authority from the Environmental Requirements shall excuse the compliance therewith by the Lessee or shall be grounds for non-compliance therewith by the Lessee.

(e) (1) Without limiting the terms and provisions of Section 2 hereof entitled "Construction by the Lessee" and Section 13 hereof entitled "Indemnity and Liability Insurance", the Lessee hereby assumes all risks arising out of or in connection with the Tanks and all Discharges whether or not foreseen or unforeseen and shall indemnify and hold harmless the Port Authority, its Commissioners, officers, agents and employees from and against (and shall reimburse the Port Authority for their costs and expenses including without limitation penalties, fines, liabilities, settlements, damages, attorney and consultant fees, investigation and laboratory fees, clean-up and remediation costs, court costs and litigation expenses), all claims and demands, just or unjust, of third persons (such claims and demands being hereinafter in this Section referred to as "Claims" and singularly referred to as a "Claim") including but not limited to those for personal injuries (including death), property damages, or environmental impairment, arising or alleged to arise out of or in any way related

to, the failure of the Lessee to comply with each and every term and provision of the Lease, or the Tanks, or any Discharge, or any lawsuit brought or threatened, settlement reached or any governmental order relating to the Tanks or a Discharge, or any violation of any Environmental Requirement or demands of any Governmental Authority based upon or in any way related to the Tanks or a Discharge, and whether such arise out of the acts or omissions of the Lessee or of the contractors of the Lessee or of third persons or out of the acts of God or the public enemy or otherwise including Claims by the City of New York against the Port Authority pursuant to the provisions of the Basic Lease whereby the Port Authority has agreed to indemnify the City against claims. It is understood the foregoing indemnity shall cover all claims, demands, penalties, settlements, damages, fines, costs and expenses of or imposed by any Governmental Authority under the aforesaid Environmental Requirements.

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

(3) The terms and conditions of this paragraph (e) are intended to allocate obligations and responsibilities between the Lessee and the Port Authority only, and nothing in this paragraph (e) shall limit, modify or otherwise alter the rights and remedies which the Port Authority or the Lessee may have against third parties at law, equity or otherwise.

(f) Without limiting or affecting the terms and provisions of Section 33 hereof entitled "Survival of the Obligations of the Lessee", the Lessee's obligations under this Section shall survive the expiration or earlier termination of the Lease.

(g) In addition to the requirements of Section 10 hereof entitled "Compliance with Governmental Regulations" and paragraph (d) of this Section, the Port Authority shall have the right upon notice to the Lessee to direct the Lessee, at the Lessee's sole cost and expense, (i) to perform such reasonable testing of the Tanks as the Port Authority shall direct and to perform such testing of the soil, subsoil and ground water of the premises and of such surrounding area as the Port Authority shall direct, and (ii) to clean-up and remediate any Discharge, regardless of whether any Environmental Requirement or Governmental Authority shall require such testing, clean-up or remediation,

which testing, clean-up and remediation shall be performed pursuant to an alteration application prepared by the Lessee and submitted to the Port Authority for the Port Authority's approval.

(h) In the Lessee's use and operation of the Tanks, the Lessee shall not permit any Hazardous Substance from entering the ground including without limitation (subject to Section 48 hereof entitled "Other Construction by the Lessee") installing appropriate spill and overfill devices and placing an impervious material, such as asphalt or concrete, over the ground area above or under, as the case shall be, and in the vicinity of the Tanks.

(i) As used in this Section, "Discharge" shall mean the presence, pumping, pouring, venting, emitting, emptying, leakage, deposit, spill, discharge or other release of Hazardous Substances from the Tanks or in connection with their use, operation, maintenance, testing or repair.

20. Effective as of January 1, 2004: Amendments to various sections of the Lease relating to or resulting from the new Freedom Agreement (JFK Flight Fees Agreement)

Effective as of January 1, 2004, the following amendments shall be made to the Lease in recognition that the Freedom Agreement (JFK Flight Fees Agreement as hereinafter defined), became effective and replaced the General Airport Agreement (except as to certain provisions thereof covering the aviation fuel system at the Airport) as of as of January 1, 2004.

(a) Section 90 of the Lease entitled "General Airport Agreement" shall be deemed amended to read as follows:

"It is recognized that the JFK Flight Fees Agreements and the principles and formula set forth therein for the calculation of flight fees, including the costs recovery accounting principles, have by agreement become the basis for determining flight fees payable by various Aircraft Operators at the Airport who are the actual signatories to JFK Flight Fees Agreements. In the event of the expiration and non-extension or non-renewal of the JFK Flight Fees Agreement, the same formula, accounting principles and costs recovery methodology now set forth in the JFK Flight Fees Agreements for the calculation of flight fees shall continue to be utilized for the calculation of flight fees at the Airport for the Approved Sublessees until such time as the JFK Flight Fees Agreements are formally replaced by a new agreement or agreements or by a new policy or policies. The Port Authority has advised the Lessee that it is the intention of the Port Authority that with respect to the formula, accounting principles and the costs recovery methodology for the calculation of flight fees upon the expiration and non-extension or non-renewal of the JFK Flight Fees Agreements all Aircraft

Operators at the Airport which are similarly situated will be treated in a similar manner. It is agreed that the foregoing provision shall be set forth in the Consent Agreement (by appropriate amendment thereto) of each of the Approved Sublessees.

(b) The parties hereto agree that in the event any provisions contained in the JFK Flight Fees Agreement conflict with any one or more provisions of this Lease, the provisions this Lease shall control with respect to all areas and subject matters covered by this Lease, except only as to the Lessee's operations on the Public Aircraft Facilities at the Airport and to the extent that any of the provisions of this Lease conflict with the provisions of the JFK Flight Fees Agreement concerning the rights and obligations as to operations on the Public Aircraft Facilities at the Airport, the Lessee's JFK Flight Fees Agreement shall control with respect to rights and obligations as to operations on the Public Aircraft Facilities at the Airport".

(c) Section 80 of the Lease entitled "Restrictions on Use of Passenger Terminal Frontage Roadways - Use of Airport Taxi Dispatchers and Addition of Roadway Area to the Premises" shall be deemed amended by inserting the phrase, "or the JFK Flight Fees Agreements, as applicable," immediately after the word "Agreement" and before the word "and" appearing in paragraph (b) thereof and immediately after the word "Agreement" and before the period appearing at the end of paragraph (b) thereof.

(d) Section 79 of the Lease entitled "Future Airport Transportation Facilities and Operations Use of Portions of the Premises" shall be deemed amended by inserting the phrase, "or the JFK Flight Fees Agreements, as applicable," immediately after the word "Agreement" and before the word "for" appearing in paragraph (d) thereof and immediately after the word "Agreement" and before the period appearing at the end of paragraph (d) thereof.

(e) The following amendments shall be deemed to have been made to Section 85 of the Lease as of January 1, 2004:

(i) The definition of "Distribution Portion of the System" shall be amended to read as follows:

"*Distribution Portion of the System*' shall mean the Distribution Portion of the System as described in the Airport Fueling Agreements."

(ii) The definition of "*General Airport Agreement*" shall be amended by inserting the following phrase after the term "Airport" and before the period appearing at the end thereof.

", as the same has been extended by the Standstill Agreement and the Second Standstill Agreement"

(iii) The definition of Runways shall be amended to read as follows:

"*Runways*" shall mean runways (including aerial approaches) at the Airport used for the purpose of the landing and taking-off of Aircraft.

(iv) The definition of Taxiways shall be amended to read as follows and the definition of "Public Aircraft Parking and Storage Space added to read as follows:

"*Taxiways*" shall mean taxiways at the Airport for the purpose of the ground movement of Aircraft to, from and between the Runways, the Public Ramp and Apron Area, the Public Aircraft Parking and Storage Space and other portions of the Airport (not including, however, any taxilanes, the exclusive use of which is granted to the Lessee or any other Person by lease, permit or otherwise)."

"*Public Aircraft Parking and Storage Space*" shall mean areas at the Airport for public and common use for the purpose of parking and storing aircraft, for the purpose of servicing aircraft with fuel and lubricants and other supplies for use thereon, and for the purpose of making minor or emergency repairs to aircraft."

(v) The following new definitions shall be deemed added to Section 85 to read as follows:

"*Aircraft*" shall mean airplanes, helicopters and every other contrivance now or hereafter used for the navigation of or flight in air or space.

"*JFK Flight Fees Agreement*" and "*JFK Flight Fees Agreements*" (and "*Freedom Agreement*") shall mean the agreement or agreements designated therein as the JFK Flight Fees Agreement effective as of January 1, 2004 entered into between the Port Authority and each of the Approved Sublessees covering the payment of flight fees at the Airport and other matters covered therein.

"*Airport Fueling Agreements*" shall mean such of the separate agreement or agreements if and when entered into by the Port Authority and airlines operating at the Airport which would cover the operations of the Airport Fuel Storage and Distribution System in replacement of the aviation fuel provisions of the General Airport Agreement.

"*Second Standstill Agreement*" shall mean the certain agreement entered into between the Port Authority and the Lessee covering the extension of the General Airport Agreement through September 30, 2004, or through such later date as may thereafter be agreed upon by extension, restatement or modification of such agreement, with the extension of the fuel fee provisions of the General Airport Agreement extended through December 31, 2004, or through such later date as may thereafter be agreed upon by extension, restatement or modification of such agreement.

"*Standstill Agreement*" shall mean the certain agreement entered into between the Port Authority and the Lessee (or the Approved Sublessees) covering the extension of the General Airport Agreement through March 31, 2004.

"*Standstill Agreements*" shall mean collectively the Standstill Agreement and the Second Standstill Agreement.

21. Section 44 of the Lease entitled "Notices" is hereby amended as follows: The address for delivery of notices to the Port Authority appearing on the 16th through 18th lines thereof shall be deemed amended to read "225 Park Avenue South, New York, New York, 10003".

22. Section 49 of the Lease entitled "Place of Payments" is hereby amended to read as follows:

"All payments required of the Lessee by this Agreement shall be sent to the following address:

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

or via the following wire transfer instructions:

Bank: Commerce Bank
Bank ABA Number: 026013673
Account Number: (Ex. 1)

or to such other address, office or location as may hereafter be substituted therefor by the Port Authority, from time to time, by notice to the Lessee."

23. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

24. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation or execution of this Supplemental Agreement.

25. Neither the Commissioners of the Port Authority nor any of them nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee 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.

26. This Supplemental Agreement together with the Lease to which it is supplementary constitutes the entire agreement between the Port Authority and the Lessee 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 Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Supplemental Agreement.

27. Each of the Lessee's Airline Partners by its consent endorsement hereof hereby affirms the continuance in full force and effect of its Obligor's Agreement (as defined and described in Section 58 of the Lease) during the extended term of the letting of the Lease as herein provided.

28. This Supplemental Agreement may be simultaneously executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) Manager, Properties and Commercial Development

(Seal)

ATTEST:
(Lessee)

TERMINAL ONE GROUP ASSOCIATION, L.P.

By: TERMINAL ONE MANAGEMENT, INC.
GENERAL PARTNER

Secretary

By _____

(Title) Chief Executive Officer
(Corporate Seal)

APPROVED
FORM TERMS

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

_____
Secretary

By _____

(Title) _____
(Seal)

ATTEST:
(Lessee)

TERMINAL ONE GROUP ASSOCIATION, L.P.

By: TERMINAL ONE MANAGEMENT, INC.
GENERAL PARTNER

Secretary

By _____

(Title) Chief Executive Officer
(Corporate Seal)

CONSENT ENDORSEMENT OF EACH AIRLINE PARTNER
OF THE LESSEE AS OBLIGOR UNDER ITS OBLIGOR'S AGREEMENT

~~ATTEST:~~ WITNESS

Richard A Pasciuto

~~Secretary~~

Richard A. Pasciuto
Vice President Marketing and Distribution, Air France

ATTEST:

_____
Secretary

SOCIÉTÉ AIR FRANCE
(Airline Partner/Obligor)

By Marie Joseph Malé

(Title) Vice President « General Manager, USA

~~(Corporate Seal)~~ no corporate seal

AIR FRANCE ★ NYC . AJ ★ AFFAIRES JURIDIQUES

DEUTSCHE LUFTHANSA
AKTIENGESELLSCHAFT
(Airline Partner/Obligor)

By _____

(Title) President
(Corporate Seal)

_____
Secretary

By _____

(Title) President
(Corporate Seal)

ATTEST:

_____
Secretary

JAPAN AIRLINES INTERNATIONAL CO., LTD.
(Airline Partner/Obligor)

By _____

(Title) President
(Corporate Seal)

ATTEST:

_____
Secretary

KOREAN AIR LINES CO., LTD.
(Airline Partner/Obligor)

By _____

(Title) President
(Corporate Seal)

CONSENT ENDORSEMENT OF EACH AIRLINE PARTNER
OF THE LESSEE AS OBLIGOR UNDER ITS OBLIGOR'S AGREEMENT

ATTEST:

SOCIÉTÉ AIR FRANCE
(Airline Partner/Obligor)

By _____

Secretary

(Title) President
(Corporate Seal)

~~ATTEST:~~
WITNESS!

DEUTSCHE ~~LUFTHANSA~~
AKTIENGESELLSCHAFT
(Airline Partner/Obligor)

By _____

~~Secretary~~
GENERAL COUNSEL, NORTH AMERICA

(Title) Vice President the Americas
(Corporate Seal)

By _____

~~Secretary~~
GENERAL COUNSEL, NORTH AMERICA

Director Passenger Sales
(Title) North America
(Corporate Seal)

ATTEST:

JAPAN AIRLINES INTERNATIONAL CO., LTD.
(Airline Partner/Obligor)

By _____

Secretary

(Title) President
(Corporate Seal)

ATTEST:

KOREAN AIR LINES CO., LTD.
(Airline Partner/Obligor)

By _____

Secretary

(Title) President
(Corporate Seal)

CONSENT ENDORSEMENT OF EACH AIRLINE PARTNER
OF THE LESSEE AS OBLIGOR UNDER ITS OBLIGOR'S AGREEMENT

ATTEST:

SOCIÉTÉ AIR FRANCE
(Airline Partner/Obligor)

_____
Secretary

By _____

(Title) President
(Corporate Seal)

ATTEST:

DEUTSCHE LUFTHANSA
AKTIENGESELLSCHAFT
(Airline Partner/Obligor)

_____
Secretary

By _____

(Title) President
(Corporate Seal)

_____
Secretary

By _____

(Title) President
(Corporate Seal)

~~ATTEST~~: WITNESS:

JAPAN AIRLINES INTERNATIONAL CO., LTD.
(Airline Partner/Obligor)

~~Secretary~~ Yasuyuki Kuwahara
Director, Administration

By T. Oshima
Toshinari Oshima
(Title) Vice President
(Corporate Seal)

ATTEST:

KOREAN AIR LINES CO., LTD.
(Airline Partner/Obligor)

_____
Secretary

By _____

(Title) President
(Corporate Seal)

CONSENT ENDORSEMENT OF EACH AIRLINE PARTNER
OF THE LESSEE AS OBLIGOR UNDER ITS OBLIGOR'S AGREEMENT

ATTEST:

SOCIÉTÉ AIR FRANCE
(Airline Partner/Obligor)

_____
Secretary

By _____

(Title) President
(Corporate Seal)

ATTEST:

DEUTSCHE LUFTHANSA
AKTIENGESELLSCHAFT
(Airline Partner/Obligor)

_____
Secretary

By _____

(Title) President
(Corporate Seal)

_____
Secretary

By _____

(Title) President
(Corporate Seal)

ATTEST:

JAPAN AIRLINES INTERNATIONAL CO.,
LTD.
(Airline Partner/Obligor)

_____
Secretary

By _____

(Title) President
(Corporate Seal)

ATTEST:

KOREAN AIR LINES CO., LTD.
(Airline Partner/Obligor)

Secretary GM + Stn Mgr

By _____

(Title) Managing V- President
(Corporate Seal)

SCHEDULE E

AFFIRMATIVE ACTION-EQUAL OPPORTUNITY---MINORITY BUSINESS ENTERPRISES ---WOMEN-OWNED BUSINESS ENTERPRISES REQUIREMENTS

Part I. Affirmative Action Guidelines - Equal Employment Opportunity

Without limiting any of the terms and conditions of the Lease between The Port Authority of New York and New Jersey (the "*Port Authority*") and **TERMINAL ONE GROUP ASSOCIATION, L.P.** (the "*Lessee*") under Lease No. AYC-190 (the "*Lease*"), the Lessee understands and agrees that it shall put into effect prior to the commencement of any construction work (including but not limited to any work under a Tenant Alteration Application) an affirmative action program and Minority Business Enterprise (MBE) program and Women-owned Business Enterprise (WBE) program in accordance with the provisions of this Schedule E. As used in this Schedule E the term "*construction work*" shall be deemed to mean also any and all construction work and/or alteration work under each Tenant Alteration Application. The provisions of this Schedule E shall be applicable to the Lessee's contractor or contractors and subcontractors at any tier of construction as well as to the Lessee itself and the Lessee shall include the provisions of this Schedule E within all of its construction contracts so as to make said provisions and undertakings the direct obligation of the construction contractor or contractors and subcontractors at any tier of construction. The Lessee shall and shall require its said contractor, contractors and subcontractors to furnish to the Port Authority such data, including but not limited to compliance reports relating to the operation and implementation of the affirmative action, Minority Business Enterprise (MBE) and Women-owned Business Enterprise (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 (MBE) and Women-owned Business Enterprises (WBE) programs of the Lessee and its contractor, contractors, and subcontractors at any tier of construction, and the Lessee shall and shall also require that its contractor, contractors and subcontractors at any tier of construction make and put into effect such modifications and additions thereto as may be directed by the Port Authority pursuant to the provisions hereof and this Schedule E to effectuate the goals of affirmative action and Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) programs.

In addition to and without limiting any terms and conditions of the Lease, the Lessee shall provide in its contracts and all subcontracts covering the construction work or any portion thereof, that:

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

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

(dd) The contractor will include the provisions of subparagraphs (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.

I. As a matter of policy the Port Authority hereby requires the Lessee and the Lessee shall require the Contractor, as hereinafter defined, to comply with all of the provisions of this Schedule E, the foregoing provisions set forth above and the provisions set forth hereinafter in this Schedule E. The provisions set forth in this Part I are similar to the conditions for bidding on federal government contract adopted by the Office of Federal Contract Compliance and effective May 8, 1978.

The Lessee as well as each bidder, contractor and subcontractor of the Lessee and each subcontractor of a contractor at any tier of construction (herein collectively referred to as "the Contractor") must fully comply with the following conditions set forth herein as to each construction trade to be used on the construction work or any portion thereof (said conditions being herein called "Bid Conditions"). The Lessee hereby commits itself to the goals for minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions. The Lessee shall likewise require the Contractor to commit itself to the said goals for minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions by submitting a properly signed bid.

II. The Lessee and the Contractor shall each appoint an executive of its company to assume the responsibility for the implementation of the requirements, terms and conditions of the following Bid Conditions:

(a) The goals for minority and female participation expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work are as follows:

(1)	Minority participation	
	Minority, except laborers	30%
	Minority, laborers	40%
(2)	Female participation	
	Female, except laborers	6.9%
	Female, laborers	6.9%

These goals are applicable to all the Contractor's construction work performed in and for the premises.

The Contractor's specific affirmative action obligations required herein of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make good faith efforts to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract. Compliance with the goals will be measured against the total work hours performed.

(b) The Contractor shall provide written notification to the Lessee and the Lessee shall provide written notification to the Manager of the Office of Business and Job

Opportunity of the Port Authority within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

(c) As used in these specifications:

(1) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941:

(2) "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(d) Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the construction work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 those provisions which include the applicable goals for minority and female participation.

(e) The Contractor shall implement the specific affirmative action standards provided in subparagraphs (1) through (16) of Paragraph (h) hereof. The goals set forth above are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the premises. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

(f) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations hereunder.

(g) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(h) The Contractor shall take specific affirmative actions to ensure equal employment opportunity ("EEO").

The evaluation of the Contractor's compliance with these provisions shall be based upon its good faith efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each Phase of the construction project. The Contractor, shall specifically ensure that all foremen, superintendents, and other supervisory personnel at the premises are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at the premises.

(2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Maintain a current file of the names, addresses and telephone number of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

(4) Provide immediate written notification to the Lessee when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and training programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (2) above.

(6) Disseminate the Contractor's EEO Policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the Contractor's newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the Contractor's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least every six months the Contractor's EEO policy and affirmative action obligations hereunder with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decision including specific review of these items with on-premises supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at the premises. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations and to State-certified minority referral agencies serving the Contractor's recruitment area and employment needs. Not

later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the premises and in areas of a Contractor's workforce.

(11) Tests and other selecting requirements shall comply with 41 CFR Part 60-3.

(12) Conduct, at least every six months, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations hereunder are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least every six months, of all supervisors' adherence to and performance under the Contractors' EEO policies and affirmative action obligations.

(i) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (subparagraphs (1)-(16) of Paragraph (h) above). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraph (h) hereof provided that: the Contractor actively participates

in the group, makes good faith efforts to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes good faith efforts to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.

(j) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation hereof if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation hereof if a specific minority group of women is underutilized).

(k) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

(l) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

(m) The Contractor shall carry out such sanctions and penalties for violation of this clause including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered by the Lessee. Any Contractor who fails to carry out such sanctions and penalties shall be in violation hereof.

(n) The Contractor, in fulfilling its obligations hereunder shall implement specific affirmative actions steps, at least as extensive as those standards prescribed in paragraph (h) hereof so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of these provisions, the Lessee shall proceed accordingly.

(o) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanical apprentice, trainee,

helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work is performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(p) Nothing herein provided shall be construed as a limitation upon the application of any laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(q) Without limiting any other obligation, term or provision under the Lease, the Contractor shall cooperate with all federal, state or local agencies established for the purpose of implementing affirmative action compliance programs and shall comply with all procedures and guidelines established or which may be established by the Port Authority.

PART II.

MINORITY BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESS ENTERPRISES

As a matter of policy the Port Authority requires the Lessee and the Lessee shall itself and shall require the general contractor or other construction supervisor and each of the Lessee's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the construction work pursuant to the provisions of this Schedule E. For purposes hereof, "Minority Business Enterprise" "(MBE)" shall mean any business enterprise which is at least fifty-one 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. Good faith efforts to include meaningful participation by MBEs and WBEs shall include at least the following:

(a) Dividing the work to be subcontracted into smaller portions where feasible.

(b) Actively and affirmatively soliciting bids for subcontracts from MBEs and WBEs, including circulation of solicitations to minority and female contractor associations. The Contractor shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation in the work, including the names and addresses of all MBEs and WBEs contacted and, if any such MBE or WBE is not selected as a joint venturer or subcontractor, the reason for such decision.

(c) Making plans and specifications for prospective construction work available to MBEs and WBEs in sufficient time for review.

(d) Utilizing the list of eligible MBEs and WBEs maintained by the Port Authority or seeking minorities and women from other sources for the purpose of soliciting bids for subcontractors.

(e) Encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors, where appropriate, to insure that the Lessee and Contractor will meet their obligations hereunder.

(f) Insuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis.

(g) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

Certification of MBEs and WBEs hereunder shall be made by the Office of Business and Job Opportunity of the Port Authority. If the Contractor wishes to utilize a firm not already certified by the Port Authority, it shall submit to the Port Authority a written request for a determination that the proposed firm is eligible for certification. This shall be done by completing and forwarding such form as may be then required by the Port Authority. All such requests shall be in writing addressed to the Office of Business and Job Opportunity, the Port Authority of New York and New Jersey, 225 Park Avenue South, New York, New York 10003 or such other address as the Port Authority may specify by notice to the Lessee. Certification shall be effective only if made in writing by 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 of 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 Lessee

SCHEDULE F
LOCAL BUSINESS ENTERPRISES COMMITMENT

As a matter of policy the Port Authority hereby requires the Lessee and the Lessee shall require any Contractor utilized by the Lessee to perform construction work on the premises to comply with the provisions set forth hereinafter in this Schedule F.

(1) The Lessee and each Contractor shall use every good faith effort to maximize the participation of Local Business Enterprises (LBEs) in all construction work on the premises, including without limitation the A380 construction work. In order to assure familiarity with the services and materials provided by LBEs, the Contractor shall attend such meetings as may be called by the General Manager of the Airport on LBEs and shall contact the Queens Air Services Development Office (ASDO), located at John F. Kennedy International Airport, Bldg. 80, First Floor, South Service Court, Jamaica, NY 11430 to obtain LBE Vendor Profiles and access ASDO's on-line vendor retrieval system (BASIS). The Port Authority has not checked the references, capabilities or financial background of the LBEs registered with the ASDO, but is referring the Contractor to the ASDO and BASIS solely for the purpose of advising Contractors of LBDs who may be interested in providing services and/or materials to the Contractor.

(2) Good faith efforts to include participation by LBEs in construction work shall include at least the following:

(i) Dividing the work to be subcontracted and services and materials to be procured into small portions, where feasible

(ii) Soliciting bids on portions of the work to be subcontracted and services and materials to be procured from LBE's registered with ASDO and such other LBEs as the Contractor deems appropriate.

(3) The Port Authority is committed to making employment opportunities available to local residents and expects that the Contractor will utilized LBEs.

(4) It is specifically understood and agreed that the requirements set forth herein for the participation of LBEs shall not alter, limit, diminish or modify any of the obligations under this Lease including, without limitation, the obligation to put into

effect the affirmative action program and the MBE and WBE programs in accordance with the provisions set forth above in Schedule E hereof.

For the Port Authority

Initialed:

For the Lessee

TOGA supp 3 ayc-190
exec

Form - All-Purpose Ack. N.Y. (rev 1/4/2000)

FOR THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

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

On the 5th day of December in the year 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared Joanne Ciccolello, 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.

Howard G. Kadin
(notarial seal and stamp)

HOWARD G. KADIN
Notary Public, State of New York
No. 02KA4753066
Qualified in New York County
Commission Expires July 31, 2009

FOR TERMINAL ONE GROUP ASSOCIATION, L.P.

STATE OF)
) ss.
COUNTY OF)

On the day of in the year 2005, 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.

(notarial seal and stamp)

TOGA supp 3 ayc-190
exec

TOGA supp 3 ayc-190
exec

Form - All-Purpose Ack. N.Y. (rev 1/4/2000)

FOR THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

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

On the day of in the year 2005, 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.

(notarial seal and stamp)

FOR TERMINAL ONE GROUP ASSOCIATION, L.P.

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

On the 5TH day of DECEMBER in the year 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared ARTHUR J. MOLLY, 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)

GARY R. PASSO
NOTARY PUBLIC, State of New York
No. 4880911
Qualified in Westchester County
Commission Expires Dec. 29, 2006

TOGA supp 3 ayc-190
exec

FOR DEUTSCHE LUFTHANSA AKTIENGESELLSCHAFT

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

On the 2nd day of December in the year 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared JONAS WINKELMANN, 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) NS
Notary Public, State of New York
No. 4731752
Qualified in Queens County
Commission Expires July 31, 2006

FOR DEUTSCHE LUFTHANSA AKTIENGESELLSCHAFT

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

On the 2nd day of December in the year 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared MATHIAS FRIESS, 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)
ARTHUR J. MOLINS
Notary Public, State of New York
No. 4731752
Qualified in Queens County
Commission Expires July 31, 2006

TOGA supp 3 ayc-190
exec

FOR ~~COMPAGNIE NATIONALE~~ SOCIÉTÉ AIR FRANCE

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

On the 2nd day of December in the year 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared Marie Joseph Malé, 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)

JOAN GABEL
Notary Public, State of New York
No. 31-4939432
Qualified in New York County
Commission Expires May 2, 2006

FOR KOREAN AIR LINES CO., LTD.

STATE OF)
) ss.
COUNTY OF)

On the day of in the year 2005, 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.

(notarial seal and stamp)

TOGA supp 3 ayc-190
exec

FOR COMPAGNIE NATIONALE AIR FRANCE

STATE OF)
) ss.
COUNTY OF)

On the day of in the year 2005, 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.

(notarial seal and stamp)

FOR KOREAN AIR LINES CO., LTD.

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

On the 5th day of December in the year 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared Jong E. Lee, 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.

Geraldine M Brody
(notarial seal and stamp)

GERALDINE M. BRODY
Notary Public, State of New York
No. 24-5000478
Qualified in Kings County
Commission Expires March 15, 20 07

FOR JAPAN AIRLINES INTERNATIONAL CO., LTD.

STATE OF New York)
) ss.
COUNTY OF New York)

On the 30th day of November in the year 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared Toshinari Oshima, 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)

JASON D. JONES
Notary Public, State of New York
No. 01JO6122905
Qualified in Queens County
Commission Expires Feb. 22, 2009

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

Port Authority Lease No. AYC-190
Supplement No. 4
Port Authority Facility-- John F. Kennedy International Airport

FOURTH SUPPLEMENTAL AGREEMENT

THIS AGREEMENT ("Supplement No. 4" or "Supplemental Agreement"), made as of October 10, 2006 (*"Effective Date"*) by and between **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (hereinafter referred to as "***the Port Authority***") and **TERMINAL ONE GROUP ASSOCIATION, L.P.**, a limited partnership formed under the laws of the State of New York (hereinafter called "***the Lessee***"), having an office and place of business at Terminal One, JFK International Airport, Jamaica, New York 11430 and having one general partner, Terminal One Management, Inc., a corporation organized and existing under the laws of the State of New York, and four limited partners, as follows: Société Air France (a wholly-owned subsidiary of Air France-KLM, and formerly named Air France-Compagnie Aérienne successor to Compagnie Nationale Air France by assignment from Air France-KLM), Japan Airlines International Co., Ltd. (formerly named Japan Airlines Company, Ltd., a wholly-owned subsidiary of Japan Airlines Corporation), Korean Air Lines Co., Ltd., and Deutsche Lufthansa Aktiengesellschaft, and the Lessee's representative is Mr. Arthur J. Molins, Chief Executive Officer of said Terminal One Management, Inc.

WITNESSETH, That:

WHEREAS, by an Agreement of Lease made as of July 13, 1994 (as the same has been supplemented and amended is hereinafter called the "Lease"), the Port Authority let to the Lessee and the Lessee hired and took from the Port Authority certain premises (the "***premises***") at John F. Kennedy International Airport (the "***Airport***"), all as more particularly described in the Lease; and

WHEREAS, The Port Authority and the United States of America as represented by the Transportation Security Administration (the "***TSA***") have, prior to the execution of this Supplement No. 4, entered into a separate agreement denominated as an Other Transaction Agreement ("***OTA***") effective as of the date set forth therein (a copy of which is attached hereto as an exhibit); and

WHEREAS, The OTA covers payment obligations and other responsibilities of the TSA and the Port Authority, as more fully set forth therein, relating to (1) 100% design effort and (2) the construction and site preparation effort to remove and dispose of four integrated and two semi-integrated x-ray units which will be replaced with four inline Explosives Detection Systems ("***EDS***") CTX-9000 units, including, but not limited to, the installation of the four inline EDS CTX-9000 units, as well as the removal and disposal of the four VIVID x-ray units and the two inline CTX-5500s and the required modifications to the Explosive Trace Detection ("***ETD***") resolution room at the premises (the "***Project***") in order to achieve continued compliance with the Aviation and Transportation Security Act (ATSA) Public Law 107-71, November 19, 2001; and

WHEREAS, the Lessee is responsible for the operation, maintenance and management of the premises pursuant to the Lease, the Lessee will, and the Lessee hereby agrees to, perform the entire scope of work as set forth in Article II B of the OTA subject to and in accordance with all of the terms and provisions and conditions of the OTA, the Lease and of the terms and provisions set forth herein; and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease in certain respects;

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, the Port Authority and the Lessee hereby agree to amend the Lease, effective as of the Effective Date except as otherwise stated, as follows:

1. It is hereby acknowledged and agreed that the Lessee shall perform the Work (as defined in Paragraph 2 below) at its sole cost and expense, subject to the terms and conditions set forth in the OTA for payment by TSA to the Port Authority and subject to the terms and conditions of this Supplement No. 4 covering the release by the Port Authority to the Lessee of sums, if any, paid to the Port Authority by the TSA for the Work. The TSA, pursuant to Article II A (1) of the OTA, will review all Project design drawings and specifications and construction contract documents ("***Design Documents***") for conformity with the Checked Baggage Inspection Performance and Commissioning Requirements "('Test Plan"), which Test Plan as been provided by the TSA to the Port Authority's General Manager of the Airport.

2. The Lessee hereby agrees to perform the entire scope of work as set forth in Article II B of the OTA, including, but not limited to, all work as may be needed for the Project to pass the TSA's site acceptance test ("***ISAT***") of integrated systems EDS as set forth in Article II A 4 of the OTA and the system test referred to in Article III of the OTA (collectively the "***Work***"). The Lessee shall perform the Work in accordance with the Tenant Alteration Application(s), described in Paragraph 4 below, as approved by the Port Authority. The Work shall be performed and completed by the Lessee strictly in accordance with the Lease, the OTA and with the following further terms and conditions contained in this Supplement No. 4.

3. The Lessee 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 Lessee, of any contractors of the Lessee, of the Port Authority, or of third persons, or from acts of God or of the public enemy, or otherwise:

(a) The risk of loss or damage to all such Work prior to the completion thereof 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 Work. In the event of such loss or damage, the Lessee shall forthwith repair, replace and make good the Work and the property of the Port Authority or others without cost or expense to the Port Authority;

(b) 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 Work. The Lessee 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;

(c) The risk of all claims and demands, just or unjust, by the TSA and all other third persons (including, but not limited to, employees, officers and agents of the Port Authority and each *qui tam person* as defined in Paragraph 29 (d) hereof) against the Port Authority, its Commissioners, officers, agents and employees arising or alleged to arise out of the performance of the Work or out of any breach or other default by Lessee of this Supplement No. 4 or the Lease, or out of any payment made or requested to be made under this Supplement No. 4 or the OTA. The Lessee 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 Lessee shall at its own expense defend any suit based upon any such claim or demand (even if such suit, claim or demand is groundless, false or fraudulent), and in handling such 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.

(d) The duties, responsibilities and obligations of the Lessee set forth in sub-subparagraphs (a) through (c) of this Paragraph 3 shall survive termination or expiration of the Lease, as herein amended.

4. The Lessee shall submit to the Port Authority for its approval one or more Tenant 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 Work, and the manner of and

time periods for performing the same. The Lessee shall comply with all the terms and provisions of the approved Tenant Alteration Application(s) and the Lease. In the event of any inconsistency between the terms of any Tenant Alteration Application covering the Work (or portion thereof) and the terms of this Supplement No. 4, the terms of this Supplement No. 4 and the Lease shall prevail and control. The Lessee shall also comply with all applicable governmental laws, ordinances, orders, enactments, resolutions, rules and directives including, but not limited to, all requirements of the TSA. The data to be supplied by the Lessee shall describe in detail the Work. The Lessee 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 Work, including but not limited to the Design Documents. The plans and specifications to be submitted by the Lessee to the Port Authority shall bear the seal of a qualified architect or professional engineer and shall be in sufficient detail for a contractor to perform the Work. The Lessee 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 Lessee upon request will furnish the Port Authority with a copy of each of its proposed contracts with its contractors. The Lessee shall include in any such contract or subcontract such provisions as required by this Supplement No. 4 and also such other provisions as the Port Authority and the TSA may require. The Lessee shall file with the Port Authority a copy of its contracts and subcontracts covering the Work or any portion thereof. The Lessee 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 Work hereunder shall be done in accordance with the said Tenant Alteration Application(s) and final plans and specifications approved by the Port Authority and reviewed by the TSA, shall be subject to inspection by the Port Authority and the TSA during the progress of the said Work and after the completion thereof; and the Lessee shall redo or replace at its own expense any of said work not done in accordance therewith, or as otherwise required to be redone or replaced by the TSA. Upon approval of such plans and specifications by the Port Authority, and review thereof by the TSA, the Lessee shall proceed diligently at is sole cost and expense to perform and complete the Work.

5. (a) Without limiting any of the terms and conditions of this Supplement No. 4 or the Lease, the Lessee understands and agrees that it shall put into effect prior to the commencement of the 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 to Supplement No. 3 of the Lease. As used in said Schedule E, the term "construction work" shall be deemed to include the Work.

(b) The Lessee in the performance of the Work shall commit itself to and use good faith efforts to implement an extensive program to utilize Local Business Enterprises in accordance with and as set forth the Schedule F attached to Supplement No. 3 of the Lease.

6. All of the Work, including workmanship and materials, shall be of first class quality.

7. Upon completion of the Work, including successful completion of testing by the TSA under Article II A (4) and Article III of the OTA and acceptance by the TSA pursuant thereto, the Lessee shall supply the Port Authority with (i) as-built plans and drawings in form and number requested by the Port Authority, and (ii) an additional duplicate set of such "as built" drawings to be attached to the final Certificate, as hereinafter defined, in accordance with the provisions of Paragraph 15 (a)(xv) of this Supplement No. 4. Notwithstanding the submission by the Lessee to the Port Authority of the contracts to be entered into by the Lessee or the incorporation therein of Port Authority requirements or recommendations, and notwithstanding any rights the Port Authority may have reserved to itself hereunder, the Port Authority shall have no liabilities or obligations of any kind to the Lessee or to any contractors engaged by the Lessee or to others in connection with any proposed or actual contracts entered into by the Lessee for the Work or for any other matter in connection therewith and the Lessee hereby releases and discharges the Port Authority, its Commissioners, officers, representatives and employees of and from any and all liability, 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 Work by the Lessee or pursuant to the contracts between the Lessee and its contractors.

8. The Lessee 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. The Lessee 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 Work or the Airport, or any portion thereof nor to create any rights in said third persons against the Port Authority.

9. The Lessee shall be solely responsible for obtaining the acceptance of the TSA of the Work pursuant to Article II A 4 and Article III of the OTA. The Lessee 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 Work, whether performed by the Lessee or on its behalf, or the contracts for the performance thereof entered into by the Lessee. Any warranties extended or available to the Lessee in connection with the Work shall be for the benefit of the Port Authority as well as the Lessee.

10. In accordance with and pursuant to the provisions of Paragraph 15 of this Supplement No. 4, the Lessee hereby agrees and acknowledges that it shall submit with respect to the Work no more than three Certificates, as defined in subparagraph (a) of said Paragraph 15. When a portion of the Work for which the Lessee is submitting a Certificate, as defined in said Paragraph 15 (a), has been completed, including successful completion of all testing under Article II A (4) and Article III of the OTA, and acceptance by the TSA in accordance therewith, the Lessee shall deliver to the Port Authority a certificate to such effect signed by an authorized officer of the Lessee and also signed by the Lessee's licensed architect or engineer certifying that each such portion of the Work has been performed in accordance with the approved Tenant Alteration Application(s) and the approved plans and specifications, data and materials forming a part thereof, the Design Documents and the provisions of this Supplement No. 4 and in compliance with all applicable laws, ordinances and governmental rules, regulations, orders and directives, and that each such portion of the Work has been accepted by the TSA after successful completion of all testing in accordance with Article II A 4 and Article III of the OTA. Thereafter each such portion of the Work will be inspected by the Port Authority and if the same has been completed as certified by the Lessee and the Lessee's licensed architect or engineer, as aforesaid, and has been accepted by the TSA pursuant to Article II A 4 and Article III of the OTA, a certificate to such effect shall be delivered to the Lessee by the Port Authority subject to the condition that all risks thereafter with respect to each such portion of the Work and any liability therefor for negligence or other reason shall be borne by the Lessee. The date specified in the first such certificate or the date of delivery of such first certificate to the Lessee, whichever is later, shall constitute the "***First Work Completion Date***" for purposes of this Supplement No. 4; the date specified in the second such certificate or the date of delivery of such second certificate to the Lessee, whichever is later, shall constitute the "***Second Work Completion Date***" for purposes of this Supplement No. 4; and the date specified in the third such certificate or the date of delivery of such third certificate to the Lessee, whichever is later, shall constitute the "***Final Work Completion Date***" for purposes of this Supplement No. 4.

11. Without limiting Paragraph 12 hereof or any other term or provision of this Supplement No. 4 or of the Lease or the OTA, the Lessee hereby expressly acknowledges and agrees:

(a) that the total maximum of the costs of the Work eligible for reimbursement to the Lessee under the OTA for federal funds is (Ex. 2.a.) hat said maximum amount includes the costs of the Project as defined in the OTA as well as the items listed in Article II B of the OTA that the TSA will not be responsible for under the OTA. Under the OTA, the TSA agrees to reimburse the Port Authority 100% percent of the actual allowable, allocable and reasonable costs of the Work incurred by the Lessee in the performance and completion of the Work, including the cost of all necessary design, supervision and construction management associated therewith, but not to exceed a total reimbursement of (Ex. 2.a.) hat determination of allowable, allocable and reasonable costs

shall be governed the "FAA's Cost Principles" as referred to in Article V D of the OTA); and that the TSA will determine the costs that will be eligible for reimbursement in accordance with said FAA's Cost Principles; that the TSA will reimburse the Port Authority on an actual incurred-cost actual expense basis when supported by one or more proper invoices submitted by the Port Authority in accordance with the OTA; that 100% percent of all allowable, allocable, and reasonable costs of the Work will be paid by the TSA up to the not-to-exceed ceiling amount of (Ex. 2.a.) that all costs in excess of that amount as well as any costs that do not comply with said FAA's Cost Principles, shall not be borne by the TSA, unless otherwise agreed by the TSA in a modification to the OTA in accordance with Article XII; and that should the TSA contributions of the total amount represent more than 100% percent of the total final allowable, allocable, and reasonable costs, the Port Authority will refund TSA the difference to achieve a 100% percent level and the Lessee shall have the obligation to refund such difference to the Port Authority;

(b) that the TSA will hold back from the Port Authority the amount of (Ex. 2.a.) from the last invoice until such time as the Port Authority delivers to the TSA final and complete "as built" drawings of the Project.

(c) that the TSA will provide maintenance, repair, and refurbishment of the EDS equipment throughout the equipment's life cycle at no cost to the Port Authority; that to the extent that the EDS equipment can no longer be used at the end of the equipment's life cycle, the TSA will provide for the removal and disposition of the units at no cost to the Port Authority, subject to the availability of funds, however, the costs associated with facility or conveyor modifications necessary to facilitate the removal and disposition of the screening equipment will not be the responsibility of the TSA; that the Lessee shall, subject to this Supplement No. 4 and the Lease, have the obligation to provide full ingress and egress to the TSA and its contractors for the installation, operation, testing, maintenance, and repair of EDS equipment at all times during the term of the letting under the Lease;

(d) that except for the EDS and the ETD Security Equipment owned by the TSA and separately provided for use at the Airport (the "***Security Equipment***"), the City of New York or the Port Authority, as applicable, shall own and have title to all personal property, improvements to real property, or other assets which are acquired under the OTA, subject to and in accordance with the provisions of the Lease, and that it shall be the responsibility of the Lessee, pursuant to and in accordance with the provisions of this Supplement No. 4 and the Lease, to operate, maintain, and if it becomes necessary, replace such property to support the efficient use of the Security Equipment;

(e) that title to the non-security equipment such as ancillary equipment or infrastructure that was purchased or reimbursed using Federal funds, or installed by the TSA, or its agents or contractors at the TSA's expense, or by the Port Authority or its agents or contractors, or the Lessee or its agents or contractors, will vest in the City of

New York or the Port Authority, as applicable, upon acceptance in accordance with Article II A 4 and Article III of the OTA, as applicable, and Paragraph 10 of this Supplement No. 4, subject to and in accordance with the provisions of the Lease;

(f) that except for the responsibilities of the TSA as outlined in Article II A of the OTA, the Project will be managed by the Lessee, who will oversee, perform and complete the Work, including, but not limited to, the responsibilities outlined in Article II B of the OTA, subject to the provisions of the OTA, the Lease and of this Supplement No. 4;

(g) that the Lessee shall have the obligation to use its best efforts to have the Work completed within the prescribed costs and schedule contained in, or provided pursuant to, the OTA.

12. Without limiting any term or provision hereof, it is expressly understood and agreed that certain obligations, duties, requirements, and responsibilities recited, stated or otherwise described or deemed to be included in the OTA are incorporated herein as obligations, duties, requirements and responsibilities of the Lessee under this Supplement No. 4, and the Lessee hereby accepts and agrees to the same, including but not limited to the following: the obligation to perform the obligations set forth in Article II B of the OTA; the obligation to refund to the Port Authority the amount of any and all payments required by the TSA to be refunded to the TSA by the Port Authority pursuant Article V D (1)(b) of the OTA; the obligation to comply with the audit and record-keeping provisions of Article VI of the OTA; the obligation to comply with the Flow Down Provisions of Article VII of the OTA; the obligation under Article V D (1)(d) of the OTA to contact the TSA Contracting Officer immediately in the event the Lessee receives, or the Port Authority advises the Lessee that the Port Authority has received, any communication which it interprets as a direction to change the work addressed by the OTA, or to incur costs not covered by funding obligated at that time and to refrain from taking any action as a result of that communication as described in said Article V D (1)(d) of the OTA; and the obligation pursuant to Article VIII A of the OTA to inform the TSA "Contracting Officer" (as named in the OTA) in the event the Contracting Officer's Representative (the "***COR***" as defined in the OTA) takes any action which is interpreted by the Lessee, or which the Port Authority has advised the Lessee that the Port Authority has interpreted, as a change in scope or liability of the Port Authority or the TSA.

The foregoing references to specific sections or provisions of the OTA shall not limit, or be construed as limiting, the obligations, duties, responsibilities and liabilities of the Lessee under this Supplement No. 4 or the Lease.

13. As used herein the term "***Cost of the Work***" shall mean the sum of the following actually paid or incurred by the Lessee to the extent that the inclusion of the same is permitted by generally accepted accounting principles consistently applied:

(a) amounts actually paid and costs actually incurred by the Lessee to independent contractors for work actually performed and labor and materials actually furnished in connection with the Work;

(b) amounts actually paid and costs actually incurred by the Lessee in connection with the Work, for engineering, architectural, professional and consulting services and supervision of construction, provided, however, that the Work shall include only that work performed by the Lessee as part of the Work in accordance with of all the terms and provisions of this Supplement No. 4, the Lease and the Tenant Alteration Applications (including the final plans and specifications forming a part thereof) as approved by the TSA and the Port Authority; and the Cost of the Work shall in no event include any amounts paid or incurred for or in connection with any trade fixtures or other personal property of the Lessee.

14. It is specifically understood and agreed that notwithstanding anything to the contrary herein, all costs and expenses of the Work shall be borne fully and solely by the Lessee without reimbursement or payment by the Port Authority except to the extent federal funds have been paid to the Port Authority by the TSA and except to the extent provided for herein with respect to, and properly includable in, the Cost of the Work, and also subject to the limitations set forth in Paragraph 15 of this Supplement No. 4, and Articles IV and V of the OTA.

15. If, and only if, and to the extent the Port Authority receives payment from the TSA for each portion of the Work pursuant to Article V of the OTA, the Port Authority shall reimburse the Lessee for the Cost of the Work for the applicable portion of the Work from the federal funds paid by TSA pursuant to the OTA in accordance with the following:

(a) After completion of each portion the Work, the Lessee shall deliver to the Port Authority a single certificate with respect to each portion of the Work, and each such certificate shall be signed by a responsible fiscal officer of the Lessee, sworn to before a notary public and which shall set forth a representation by the Lessee that it will apply the reimbursement payment made by the Port Authority from the federal funds received by the Port Authority from the TSA only to the Cost of the Work applicable to that portion of the Work, and for no other purpose or purposes 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 Paragraph 15, and under Article V of the OTA (each such certificate being hereinafter referred to as the "***Certificate***"). In addition, and without limiting any other requirements of this Paragraph 15, each Certificate,

(i) shall contain the Lessee's certification as to each of the amounts, payments and expenses and costs contained therein and that the same constitute the final statement of the Cost of the Work with respect to the portion of the Work covered by such Certificate in accordance with and as described and defined in Paragraph 10 above;

(ii) shall also have attached thereto reproduction copies or duplicate originals of the invoices of the independent contractors of the Lessee for the Cost of the Work that has been incurred and paid by the Lessee, and for such invoices an acknowledgment by the said independent contractors of the receipt by them of such amounts and payments, and such invoices shall also conform with all of the requirements set forth in Article V of the OTA;

(iii) shall contain the Lessee's certification that the work for which payment is requested has been accomplished and that the amounts requested have been paid to the Lessee's contractors, and, subject to the concurrence of the Port Authority, that said work is in place and has a value of not less than the amount(s) requested to be paid to the Lessee by the Port Authority;

(iv) shall set forth the total cumulative payments made by the Lessee as aforesaid from the commencement of the Work to the date of the Certificate;

(v) shall set forth by itemization and reference to each contract, and cumulatively the amounts of retainage, if any with specific identification as to the applicable contract;

(vi) shall contain the Lessee's certification that the entire and complete Cost of the Work for the portion of the Work covered by such Certificate has been paid by the Lessee; that there are no outstanding liens, mortgages, conditional bills of sale, or other encumbrances of any kind with respect to the Work; and that there are no unpaid claims of any kind whatsoever with respect thereto.

(vii) shall contain a certification by the Lessee that the portion of the Work covered by the Certificate, has been performed and completed strictly in accordance with the terms of this Supplement No. 4, the Lease, the Tenant Alteration Applications and the OTA;

(viii) 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 Work;

(ix) 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 Lessee or any contractor, architect, engineer or other consultant of the Lessee;

(x) shall also contain such further information and documentation with respect to the Cost of the Work, as the Port Authority or the TSA at any time and from time to time may require;

(xi) shall have attached thereto true copies of the items described in and required under subparagraph (b) below;

(xii) shall contain the Lessee's certification that the portion of the Work covered by the Certificate has been successfully completed and accepted by the TSA pursuant to Article II A 4 and Article III of the OTA, as applicable, and Paragraph 10 above and is ready for installation by TSA of the EDS and ETD;

(xiii) shall contain the Lessee's certification that the Certificate conforms with the FAA's Cost Principles;

(xiv) shall contain the Lessee's certification and warranty that the Certificate is complete and proper for delivery by the Port Authority to TSA for purposes of payment by TSA to the Port Authority of federal funds under Article V of the OTA, and that the Certificate is in accordance with all of the requirements and provisions of the OTA and all applicable governmental regulations;

(xv) shall have attached thereto a duplicate set of "as built" drawings for the entire work, in accordance with Paragraph 7 above, when the portion of the Work covered by the final Certificate submitted by the Lessee has been successfully completed and accepted by the TSA and the Port Authority pursuant to Article II A 4 and Article III of the OTA and Paragraph 10 above; and

(xvi) shall, in accordance with Article V C of the OTA, contain the following certification language: *"This is to certify that all services set forth herein were performed during the period stated and that incurred costs billed were actually expended for the Project (as defined in the OTA)/ the Work as defined in Supplement No. 4 to the Lease"*.

(b) In addition to and without limiting any term or provision of the Lease, it is hereby expressly agreed that the Port Authority shall have, and the Lessee hereby conveys to the Port Authority full and unrestricted ownership, 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 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 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 Lessee for the Work, or of any portion thereof, shall reflect and or provide for the foregoing, except for any contract, purchase order, consultant agreement, architectural agreement, or any other type of agreement entered into by or on behalf of the Lessee for the Work, prior to the date of this Supplement No. 4. It is further hereby expressly agreed that if the applicable contract or other agreement gives to the Lessee 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 Lessee 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.

(c) In addition to and without limiting the foregoing, and in addition to any and all other information required to be submitted pursuant to this Supplement No. 4 and the Lease, the Lessee shall immediately furnish to the Port Authority information concerning budget, costs, costs estimates, timing and scheduling of construction of the Work and each portion of the Work (and any other information concerning the Work or any Certificate given in respect thereof), as may be requested by the Port Authority at any time and from time to time with respect to the Cost of the Work, including, but not limited to, the following:

(i) Reports of the construction manager hired by the Lessee and reports of the Lessee's architect, which reports must contain reports as to activity conducted in connection with the Work on a continuing basis from the commencement of the Work to the date of submission;

(ii) An independent MAI appraisal certifying the value of work in place;

(iii) A certification signed by the Lessee's licensed architects or licensed professional engineers that each portion of the Work is in compliance with the plans and specifications therefor as approved by the TSA and the Port Authority;

(iv) Accurate, readable and complete copies of all change estimates, change orders, extra work authorizations, design change authorizations, and purchase orders in connection with the Work,

(v) True copies of any and all reports and schedules of any type submitted or kept, or required to be submitted or kept, by the Lessee or any contractor, architect, engineer or other consultant of the Lessee; and

(vi) True copies of any and all of the items described in and required under subparagraph (c) above.

(d) (i) Within thirty (30) days after the delivery by the Lessee to the Port Authority of a duly and properly submitted Certificate, provided that such Certificate is complete and proper in form and content for submission to TSA in accordance with Article V of the OTA, the Port Authority will use commercially reasonable efforts to submit the Certificate to TSA, accompanied by the appropriate Port Authority invoices based on the Certificate, pursuant to the OTA, and with respect to the final Certificate, together with the "as built" drawings to be provided by the Lessee. In

the event the Port Authority determines that the Certificate is not in form and content complete or proper for delivery to TSA, the Port Authority shall so notify the Lessee.

(ii) Within thirty (30) days after the Port Authority has received payment from TSA of federal funds for the portion of the Work covered by the Certificate pursuant to Article V of the OTA, the Port Authority will make payment to the Lessee of the amounts paid by the Lessee for the Cost of the Work as certified in, and for the portion of the Work covered by, such Certificate, subject to the limitations stated in Article V of the OTA, including, but not limited to the retainage of One Hundred Fifty Thousand Dollars and No Cents ($150,000.00) set forth in Article V D(1)(c) of the OTA, and including, but not limited to, the limitations and conditions set forth in subparagraphs (a) through (c) above, in this subparagraph (d), and subparagraphs (e) and (f) below (each such amount for each portion of the Work for which a Certificate is submitted, the "***Reimbursement Amount***", and the sum of the Reimbursement Amounts for all three portions of the Work for which Certificates are submitted, the "***Total Reimbursement Amount***"). It is understood that no payment will be made to the Lessee in the event the Port Authority receives any notice or instruction from the TSA directing against such payment in whole or in part of the Cost of the Work.

(e) In addition to and without limiting the foregoing provisions and without limiting or impairing or waiving any other right or remedy of the Port Authority under this Supplement No. 4 or the Lease, or otherwise, the Port Authority shall have the right, in its discretion, to withhold from the Reimbursement Amount the amounts of any or all items contained in the Certificate in any one or more of the following events or upon any of the following bases relating to the Work, and the Port Authority shall notify the Lessee of the same and the basis therefor:

(i) Any contractor or other person included or covered by the Certificate is in default or under a notice of termination with respect to its contract or agreement, or has not complied with all of the applicable terms or provisions of its contract or agreement;

(ii) The Certificate, or any of the certifications and documentation and other items required to be contained therein, attached thereto or submitted therewith is not in accord with the terms of this Supplement No. 4, the Lease, or the applicable contract, or is not complete or is otherwise improper or inadequate, or the same fails to include or omits required items;

(iii) Inadequate or defective work or work not in accordance with this Supplement No. 4, the Lease or the approved Tenant Alteration Applications or the approved plans and specifications, or materials and equipment are not properly stored or protected;

(iv) Claims related to the Work made by the Port Authority, the TSA, the Government of the United States of America or a *qui tam* person (as defined in

Paragraph 29(d) of this Supplement No. 4) against a contractor included in such Certificate which are outstanding;

(v) Failure of the Lessee to make payments to the contractor in connection with the Work,

(vi) Work not performed but which was included in the Certificate;

(vii) Any notice, claim or allegation made by any governmental authority of violation or non-compliance by the Lessee of any Environmental Requirements (as defined in the Lease) with respect to the Work or any portion thereof;

(viii) Materials or supplies delivered to the premises but not incorporated in the realty.

(f) The entire obligation of the Port Authority under this Supplement No. 4 to reimburse the Lessee for the Cost of the Work is conditioned upon the payment to the Port Authority by TSA pursuant to the OTA of the Cost of the Work and conditioned upon the prior payment to the Port Authority of the Cost of the Work for the portion of the Work to be reimbursed, and shall be limited in amount to the actual amount received by the Port Authority from the TSA under Article V of the OTA; and the Total Reimbursement Amount for the Work and all three portions of the Work shall not in any event exceed a total maximum sum of (Ex. 2.a.) . The said obligation of the Port Authority to pay each Reimbursement Amount and the Total Reimbursement Amount to the Lessee is also expressly conditioned on the authorization by the Lessee, hereby given, to the Port Authority for the submission by the Port Authority to the TSA of each Certificate for purposes of payment by the TSA of federal funds for the Cost of the Work and as to each portion of the Work, and on the warranty by the Lessee to the Port Authority that each such Certificate is proper and complete for such purposes. Notwithstanding anything to the contrary contained in this Supplement No. 4, other than with respect to the terms and conditions set forth in this Paragraph 15 for reimbursement to the Lessee, the Port Authority shall not have any responsibility or liability to the Lessee or any other person, and the Lessee shall not have any claim against the Port Authority for any cost or expense of or relating to the Work, or any part thereof, or for any failure or refusal of the TSA to make payment for the Work or any part thereof, or any failure of the TSA to perform or complete the Project or any portion thereof. Because the Lessee's right to receive the Total Reimbursement Amount is conditioned on the TSA's payment of such amounts to the Port Authority under and pursuant to the OTA, the Port Authority hereby agrees to give the Lessee ten (10) business days' prior written notice in the event the Port Authority elects to terminate the OTA without cause in accordance with the provisions of Article XI of the OTA, and to exercise such right of termination in good faith. In the event the Port Authority exercises such right of termination or the TSA exercises its right of termination under Article XI of the OTA, the Port Authority hereby agrees to release to the Lessee such amounts, if any, actually

received by the Port Authority from the TSA in accordance with the provisions of said Article XI of the OTA, for amounts due and owing and performance of obligations accrued on or prior to the termination date, subject to and in accordance with all of the terms, conditions and provisions of the OTA, this Supplement and the Lease. In the event the TSA exercises its right of termination under Article XI of the OTA, the Port Authority will send to the Lessee a copy of the TSA's termination notice given by the TSA under and subject to said Article XI of the OTA.

(g) The foregoing provisions with respect to submissions by the Port Authority to the TSA shall extend and apply only to Certificates submitted to the Port Authority by the Lessee prior to any expiration or termination of the Lease.

16. In addition to and without limiting any other right or remedy of the Port Authority or of the TSA under this Supplement No. 4, the Lease, the OTA or otherwise, 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 each Certificate called for in Paragraph 15 hereof, the books and records and other data of the Lessee relating to the Cost of the Work, as aforesaid, or any portion thereof, and any and all invoices covering or relating to the Work or any portion thereof and the actual, original canceled checks of the Lessee, or microfiche copies (front and back) of said canceled checks as supplied to the Lessee by the drawee bank(s) covering the Work or any portion thereof or any invoice or invoices with respect thereto; it being specifically understood that the Port Authority shall not be bound by any prior audit or inspection conducted by it or the TSA. The Lessee agrees to keep such books, records and other data within the Port of New York District. The Lessee shall not be required to maintain any such books, records and other data for more for more than seven (7) years after it has delivered the Certificate called for under subparagraph (c) above; unless they are material to litigation initiated within that time, in which event they shall be preserved until the final determination of the controversy.

17. If the Lessee has included in any portion of the Cost of the Work any item 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 such element of cost under sound accounting practice or to the Cost of the Work, or does not represent an appropriate division of the costs of a particular contract which are required to be designated according to time of performance or delivery, and the parties have been unable to resolve their differences within ninety (90) days after the Port Authority gave its notice objecting to the same, the Port Authority's decision as to the nature of the item of construction cost shall be final. The Port Authority hereby agrees that it shall not act in an arbitrary or capricious manner when rendering its final decision with respect to such unresolved differences.

18. (a) In the event that a Port Authority audit, or an audit by the TSA or any agency of the Government of the United States of America, shall disclose that amounts paid by the Port Authority exceed the Cost of the Work, or are otherwise improper or not in accord with the OTA or this Supplement No. 4, based upon certificates

or otherwise, then, upon ten (10) days demand, the Lessee shall immediately pay to the Port Authority an amount equal to the excess amount paid by the Port Authority; and from and after the date of such payment to the Port Authority the Reimbursement Amount shall be reduced by the amount of such payment. The foregoing shall not be or be deemed to be any limitation, impairment or waiver of any other right or remedy of the Port Authority under this Supplement No. 4, the Lease, the OTA or otherwise.

(b) In the event that a Port Authority audit, or an audit by the TSA or any agency of the Government of the United States of America, shall disclose that the Lessee has expended in the Cost of the Work under Paragraph 13 hereof amounts which total less than the amounts that the Lessee has been paid hereunder, then, upon demand of the Port Authority, the Lessee shall immediately pay to the Port Authority an amount equal to the difference between the amounts expended by the Lessee as disclosed by the Port Authority audit, or an audit by the TSA or any agency of the Government of the United States, as the case may be, and the amount previously paid hereunder to the Lessee, less any such amount, or portion thereof, which the Lessee shall have already repaid to the Port Authority, and effective from and after such date of repayment the Reimbursement Amount shall be reduced by the amount of such repayment.

(c) In the event the TSA, pursuant to Article VII of the OTA, shall demand the return of payments made under the OTA, then, upon demand of the Port Authority, the Lessee shall immediately pay to the Port Authority an amount equal to the amount paid by the Port Authority to the TSA under said Article VII of the OTA; and from and after the date of such payment the Reimbursement Amount shall be reduced by the amount of such payment. The foregoing shall not be or be deemed to be any limitation, impairment or waiver of any other right or remedy of the Port Authority under this Supplement No. 4, the Lease, the OTA or otherwise.

19. It is hereby understood and agreed that nothing herein shall or shall be deemed to be for the benefit of any contractor of the Lessee, or any other person or entity not a signatory to this Supplement No. 4.

20. (a) With respect to the Work, the Lessee in its own name as insured and including the Port Authority and the City of New York as additional insureds shall procure and maintain Commercial General Liability Insurance, including but not limited to property damage liability, premises-operations, products liability, broad form property damage, completed operations, explosion, collapse and underground property damages personal injury (including death) and independent contractors in not less than the minimum limit set forth below, and with a contractual liability endorsement covering the obligations assumed by the Lessee pursuant to Paragraphs 3 and 8 hereof and covering the obligations required of the Lessee's contractors pursuant to Paragraph 8 hereof, and Commercial Automobile Liability Insurance covering owned, non-owned and hired vehicles and automatically covering newly acquired vehicles in not less that the minimum limit set forth below, and such other insurance as the Port Authority may require in connection with the performance of the Work. The Lessee may provide such insurance

by requiring each contractor engaged by it for the Work to procure and maintain such insurance including such contractual liability endorsement, said insurance, whether procured by the Lessee or by a contractor engaged by it as aforesaid, not to contain any care, custody or control exclusions, and not to contain any exclusion for bodily injury to or sickness, disease or death of any employee of the Lessee or of any of its contractors which would conflict with or in any way impair coverage under the contractual liability endorsement. The said policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Lessee thereunder with respect to any claim or action against the Lessee by a third person shall pertain and apply with like effect with respect to any claim or action against the Lessee by the Port Authority, and shall also provide or contain an endorsement providing that the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Lessee shall be the same as the protections afforded the Lessee thereunder with respect to any claim or action against the Lessee by a third person as if the Port Authority were the named insured thereunder, but such provision or endorsement shall not limit, vary or affect the protections afforded the Port Authority thereunder as an additional insured. In addition, each of the said policy or policies of insurance shall be endorsed to state they are primary in relation to any insurance carried or maintained by the Port Authority, including without limitation, any self-insurance, regardless of type. All the foregoing insurance requirements shall be in addition to all policies of insurance otherwise required by the Lease.

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

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

The Lessee shall also procure and maintain in effect, or cause to be procured and maintained in effect, Workers' Compensation Insurance and Employer's Liability

Insurance in accordance with and as required by law and including coverage for asbestos exposure.

The aforesaid insurance required hereunder in this Paragraph 20 shall be maintained in effect during the performance of the Work and a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority at least fifteen (15) days prior to the commencement of the Work or any portion thereof. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy, certificate and binder shall bear the endorsement of or be accompanied by evidence of payment of the premium thereof and, also, contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority and the City of New York. Each such copy and each such certificate with respect to the insurance required under this Paragraph 20 shall contain an additional endorsement providing that the insurance carrier shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. Any renewal policy or certificate shall be delivered to the Port Authority prior to the expiration of each expiring policy. The aforesaid policies of insurance shall be written by a company or companies approved by the Port Authority, the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Lessee shall promptly obtain a new and satisfactory policy in replacement, the Port Authority agreeing not to act unreasonably hereunder. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

(b) The Lessee shall procure and maintain Builder's Risk (All Risk) Completed Value Insurance covering the Work during the performance thereof including material delivered to the premises or the construction site but not attached to the realty. Such insurance shall be in compliance with and subject to the applicable provisions of Section 15 of the Lease entitled "Insurance" and shall name the Port Authority, the City of New York and the Lessee and its contractors and subcontractors as insureds as their interests may appear and such policy shall provide that the loss shall be adjusted with and payable to the Lessee. Such proceeds shall be used by the Lessee for the repair, replacement or rebuilding of the Work and any excess shall be paid over to the Port Authority. The policies or certificates representing insurance covered by this subparagraph (b) shall be delivered by the Lessee to the Port Authority at least thirty (30) days prior to the commencement of construction of the Work or any portion thereof, and each policy or certificate delivered shall bear the endorsement of or be accompanied by evidence of payment of the premium thereof and also contain a valid provision obligating the insurance company to furnish the Port Authority and the City of New York thirty (30)

days' advance notice of the cancellation, 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 thirty (30) days before the expiration of the insurance which such policies are to renew.

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

(c) The requirements for the insurance of Section 15 of the Lease shall also pertain to the Work as and to the full extent applicable.

21. Without limiting any term or provision hereof, the Lessee hereby acknowledges that portions of the premises upon which the Work is to be performed may involve active roadway areas and/or operations areas at the Airport, and, accordingly the Lessee in its performance of the Work shall at all times use its best efforts to complete the Work as quickly as possible and, further, shall use its best efforts and take all necessary precautions, including without limitation, compliance with all requirements, if any, of the applicable governmental authorities and all requirements of the Port Authority, to ensure the safety of operations on said areas to protect all persons and property at the Airport and to ensure that the Lessee and its contractors shall not disrupt or interfere with normal Airport operations.

22. The Lessee, in its operations under this Supplement No. 4 and in the performance of the Work shall comply with all Environmental Requirements (as defined in the Lease), and the Lessee shall not exacerbate the environmental condition of the premises or the Airport or interfere with any environmental clean-up or remediation work being performed at the premises whether by the Port Authority or others. Use by the Lessee of the Work, the EDS, and the ETD shall be subject to the terms and conditions of this Supplement No. 4 and the Lease, and without limiting the foregoing, in conformance with all Environmental Requirements (as defined in the Lease).

23. In the performance of the Work the Lessee shall not employ any contractor nor shall the Lessee or any of its contractors employ any persons or use or have any equipment or materials or allow any condition to exist if any such shall or, in the opinion of the Port Authority, may cause or be conducive to any labor troubles at the Airport which interfere, or in the opinion of the Port Authority are likely to interfere with the operations of others at the Airport or with the progress of other construction work thereat. The determinations of the Port Authority shall be conclusive to the Lessee.

Upon notice from the Port Authority, the Lessee shall immediately remove such contractor or withdraw or cause its contractors to withdraw from the Airport, the persons, equipment or materials specified in the notice and replace them with unobjectionable contractors, persons, equipment and materials and the Lessee shall or shall cause its contractor to immediately rectify any condition specified in the notice.

24. The Lessee shall, if requested by the Port Authority, take all reasonable measures to prevent erosion of the soil and the blowing of sand during the performance of the Work, including but not limited to the fencing of the area where the Work is performed or portions thereof or other areas and the covering of open areas with asphaltic emulsion or similar materials as Port Authority may direct.

25. In connection with the performance of the Work, the Lessee shall be responsible for identifying the location of all utilities and shall prior to the commencement of any of the Work coordinate the Work with the Location of Subsurface Utilities toll free information service (1-800-272-4480) and ascertain the location of underground utilities, if any, at the premises. The Lessee shall provide the Port Authority with the written evidence of such coordination.

26. Without limiting any of the terms and provisions of the Lease, the Lessee agrees to provide the General Manager of the Airport with copies of all information, documentation, records, correspondence, notices, certifications, reports, test results and all other submissions provided by the Lessee to a governmental authority and by a governmental authority to the Lessee with respect to the Work and any Environmental Requirements pertaining to the Lessee' obligations under this Supplement No. 4 within five (5) business days that the same are made available to or received by the Lessee.

27. No entity shall be a third party beneficiary of this Supplement No. 4.

28. Section 49 of the Lease entitled "Place of Payments", as previously amended, and is hereby further amended to read as follows:

"All payments required of the Lessee by this Agreement shall be sent to the following address:

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

or via the following wire transfer instructions:

Bank: Commerce Bank
Bank ABA Number: 026013673
Account Number: (Ex. 1)

or to such other address, office or location as may hereafter be substituted therefor by the Port Authority, from time to time, by notice to the Lessee."

29. (a) The Lessee hereby acknowledges and agrees that if any failure of the Lessee to comply with the terms, conditions and provisions of this Supplement No. 4 and its attachments results in a demand being made by the TSA, the Government of the United States of America, or any *qui tam* person, as hereinafter defined, arising out of or relating to the OTA or the Project, or claims made in connection thereto, for the Port Authority to make a payment to the TSA, the Government of the United States of America, or any *qui tam* person, as hereinafter defined, as applicable, and if the Lessee thereafter fails, within ten (10) days after the Lessee's receipt of written notice from the Port Authority advising the Lessee of such demand made upon the Port Authority, either (i) to make payment to the Port Authority of the amount so demanded from the Port Authority by the TSA, the Government of the United States of America, or any *qui tam* person, as hereinafter defined, as applicable, or (ii) to cause the TSA, the Government of the United States, any *qui tam* person, as hereinafter defined, to retract such demand, then such failure shall constitute a material breach of the Lease, thus giving rise to all of the Port Authority's rights and remedies thereunder. Any payments made to the Port Authority by the Lessee as contemplated by this Paragraph 29 (a) (or pursuant to the applicable provisions of Paragraph 12 hereof) shall, be paid over by the Port Authority to the TSA, the Government of the United States, or any *qui tam* person, as hereinafter defined, as applicable, unless the Port Authority has previously paid said amount to the TSA, the Government of the United States, or any *qui tam* person, as hereinafter defined, in which case the Port Authority shall retain such payment (and if any rebates of any such payment are later made by the TSA, the Government of the United States of America, or any *qui tam* person, as hereafter defined, to the Port Authority, then the amount of any such rebate shall be paid by the Port Authority to the Lessee, unless the Port Authority has previously paid said amount to the Lessee , in which case the Port Authority shall retain such rebate). The foregoing shall not and shall not be deemed to limit, impair or alter any other right or remedy of the Port Authority under the Lease, this Supplement No. 4 or otherwise.

(b) The Lessee hereby acknowledges and agrees that if any failure of the Lessee to comply with the terms, conditions and provisions of this Supplement No. 4 and its attachments results in a demand being made by the TSA or the Government of the United States of America or any *qui tam* person, as hereinafter defined, arising out of or relating to the OTA or the Project, or claims made in connection thereto, for the Port Authority to perform an obligation arising out of the OTA or the Project, and if the Lessee thereafter fails, within ten (10) days after the Lessee's receipt of written notice from the Port Authority advising the Lessee of such demand made upon the Port Authority, either (i) to commence such performance of such demand (and thereafter to continue diligently to perform such demand until its satisfaction) or (ii) to cause the TSA or the Government of the United States of America or any *qui tam* person, as hereinafter defined, to retract such demand, then such failure shall constitute a material breach of the Lease, thus giving rise to all of the Port Authority's rights and remedies thereunder. The foregoing shall not and shall not be deemed to limit, impair or alter any other right or remedy of the Port Authority under the Lease, this Supplement No. 4 or otherwise.

(c) The Lessee hereby acknowledges and agrees that if any failure of the Lessee to comply with the terms, conditions and provisions of this Supplement No. 4 and its attachments or with respect to the Project results in a demand being made by the Port Authority for the Lessee to make a payment to the Port Authority, and if the Lessee thereafter fails within ten (10) days after the Lessee's receipt of written notice from the Port Authority of such demand to make payment to the Port Authority of the amount so demanded, then such failure shall constitute a material breach of the Lease, thus giving rise to all of the Port Authority's rights and remedies thereunder. The foregoing shall not and shall not be deemed to limit, impair or alter any other right or remedy of the Port Authority under the Lease, this Supplement No. 4 or otherwise.

(d) For the purposes of this Paragraph 29 and Paragraphs 3(c) and 15 (e)(iv) of this Supplement No. 4, the term "***qui tam person***" shall mean and include each "***person***" as described in 31 U.S.C.§ 3730 (b)(1) who may assert a claim or demand under and pursuant to the provisions of the Federal False Claims Act (31 U.S.C. §3729), or any successor or similar statute.

30. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

31. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Supplement No. 4 and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation or execution of this Supplement No. 4.

32. No Commissioner, director, officer, agent or employee of any party to this Supplemental Agreement shall be charged personally or held contractually liable by or to any other party under any term or provision of this Supplemental Agreement or of any supplement, modification or amendment to the Lease or because of its or their execution or attempted execution or because of any breach or alleged or attempted breach thereof.

33. This Supplemental Agreement together with the Lease to which it is supplementary constitutes the entire agreement between the Port Authority and the Lessee 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 Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

Print Name David Kagan

(Title) Assistant Director ~~Business, Properties & Airport Development~~

(Seal)

ATTEST:

Secretary

LEROY W. LOCKWOOD

TERMINAL ONE GROUP ASSOCIATION, L.P.

(Lessee)

By: TERMINAL ONE MANAGEMENT, INC.
GENERAL PARTNER

By

Print Name ARTHUR J. MOLINS

(Title) Chief Executive Officer

(Corporate Seal)

APPROVED:
FORM | TERMS

TOGA supp 4 ayc-190—ex
rev10.10

Form - All-Purpose Ack. N.Y. (rev 1/4/2000)

FOR THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

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

On the 27TH day of OCTOBER in the year 2006, 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.

Gail E. Mitchell
(notarial seal and stamp)

GAIL E. MITCHELL
NOTARY PUBLIC STATE OF NEW YORK
NO. 01MI6026210
QUALIFIED IN QUEENS COUNTY
COMMISSION EXPIRES JUNE 14, 2007

FOR TERMINAL ONE GROUP ASSOCIATION, L.P.

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

On the 18TH day of OCTOBER in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared ARTHUR T. MOLINS, 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.

Marie E. DiCocco
(notarial seal and stamp)

MARIE E. DICOCCO
Notary Public, State of New York
No. 01DI6122325
Qualified in Queens County
Term Expires Feb. 7, 2009

AGREEMENT

BETWEEN

UNITED STATES OF AMERICA
DEPARTMENT OF HOMELAND SECURITY
TRANSPORTATION SECURITY ADMINISTRATION

AND

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

RELATING TO

JOHN F. KENNEDY INTERNATIONAL AIRPORT

TERMINAL 1

Negotiated by the TSA pursuant to
49 U.S.C. §106(l)(6), Homeland Security Act of 2002, and Pub.L.107-296, §102

HSTS04-06-A-DEP358

ACCOUNTING AND APPROPRIATION DATA
See Article IV – Funding and Limitations

ARTICLE I - PARTIES, PURPOSE AND SCOPE

This Other Transaction Agreement (hereinafter "Agreement" or "OTA") is entered into in order to achieve continued compliance with the requirements and purposes of the Aviation and Transportation Security Act ("ATSA") Public Law 107-71, November 19, 2001. The parties to this Agreement are the United States of America, by and through the Department of Homeland Security Transportation Security Administration (hereinafter the "TSA"), and The Port Authority of New York and New Jersey (hereinafter the "Port Authority"). (The TSA and the Port Authority are each referred to hereinafter as "party" and in the plural are hereinafter referred to as the "parties"). This Agreement relates to the work at Terminal One located in John F. Kennedy International Airport (hereinafter the "Airport" or "JFK").

Set forth in this Agreement are the respective obligations and responsibilities of the parties relating to the following work at Terminal One at the Airport: (1) 100% design effort and (2) the construction and site preparation effort to remove and dispose of four integrated and two semi-integrated x-ray units which will be replaced with four inline Explosives Detection Systems (EDS) CTX-9000 units. Airport infrastructure modifications include, but are not limited to, the installation of the four inline CTX-9000 units, as well as the removal and disposal of the four VIVID x-ray units and the two inline CTX-5500s and the required modifications to the Explosive Trace Detection ("ETD") resolution room (collectively, the "Project"). The Port Authority shall have the right to select the entity (or entities) that will perform the Project (or any portion thereof) as its contractor or lessee.

ARTICLE II - RESPONSIBLITIES

The parties agree to cooperate in good faith and use their best efforts to meet their respective obligations in furtherance of the purposes of this Agreement.

A. TSA Responsibilities:

The TSA will

1. Review Project design drawings and specifications and construction contract documents for conformity with TSA's Checked Baggage Inspection Performance and Commissioning Requirements Test Plan. The Port Authority hereby acknowledges the Test Plan has been provided to the JFK General Manager, Mr. Al Graser.
2. Approve the placement and installation of the CTX EDS units at Terminal One in accordance with the approved 100 % design documents and specifications and in accordance with the submitted project schedule;
3. Purchase, deliver and install four (4) in-line CTX 9000 units at JFK Terminal One;
4. Perform and approve integrated site acceptance test (ISAT) of integrated system before the CTX EDS equipment is deemed ready for operational use; and
5. Upon successful completion of the ISAT, TSA will repair, maintain and refurbish the four (4) CTX 9000 units throughout the units' life cycle. Refurbishment of the four (4) CTX 9000 units will be provided for by TSA per TSA's schedule for configuration upgrades.

B. Port Authority Responsibilities:

The Port Authority or its contractors or lessees at Terminal One shall:

1. Establish Project milestones that reasonably identify the pertinent dates for completion of the site preparation work for installation of the four new inline CTX units as well as estimated completion dates for the EDS resolution room. Project milestones shall be incorporated as Attachment A into this Agreement;
2. Submit monthly progress reports to the Contracting Officer and the Contracting Officer's Representative identified in Article VIII;
3. Provide the TSA Contracting Officer Representative with 30%, 60% , 90% and 100% design drawings;
4. Work with the Original Equipment Manufacturers (OEM), GE Invision and Vivid vendors to disassemble and remove the Vivid and GE InVision EDS units.
5. Facilitate the installation of the four CTX 9000 units by providing a clear path during rigging and installation, and providing sufficient space to allow for initial deployment activities (such as uncrating the devices);
6. Provide reasonable measures to protect the CTX 9000 equipment from harm in the screening area;
7. Complete all design efforts and construction work to prepare the site and complete infrastructure modifications to allow the phased installation of the four (4) in-line CTX9000 units including required modifications to the EDS resolution room.
8. Bear all costs associated with site restoration following removal of the four integrated and two semi-integrated EDS x-ray units;
9. Ensure completed project meets TSA's Checked Baggage Inspection Performance and Commissioning Requirements Test Plan.

ARTICLE III – EFFECTIVE DATE AND TERM

The effective date of this Agreement is the day and year upon which it shall have been signed by the parties hereto. This Agreement shall continue in effect until Project completion, which shall also include completion of the items set forth in Article II, unless earlier terminated by the parties as provided herein or extended by mutual agreement pursuant to Article XI. TSA will deem the Project complete upon successful completion of a system test conducted by an independent TSA contractor. In the event that the Project completion date is delayed due to a *force majeure* as provided in Article XVI, the termination date of this Agreement will be extended by the number of days that the Project completion date is so delayed. The Project is estimated to be completed by December 31st, 2007.

The TSA's obligations to operate and maintain the CTX EDS equipment arise pursuant to federal law and shall survive termination of this Agreement, but be contingent upon the continued legislative mandate. The responsibilities of the TSA and the Port Authority relating to the ultimate disposition of the CTX EDS equipment shall also survive termination of this Agreement.

SA will deem the Project complete upon successful completion of the tasks that confirm the

CTX 9000 units have been configured in accordance with TSA approved technical specifications as set forth in the Test Plan and that a system test conducted by an independent TSA contractor confirms that the EDS security equipment has been installed in accordance with the Test Plan.

ARTICLE IV – FUNDING AND LIMITATIONS

As provided in Article V, the cost to the TSA of this Project shall not exceed In the event of termination or expiration of this Agreement, any TSA funds that have not been spent or obligated for allowable expenses prior to the date of termination and are not reasonably necessary to cover termination expenses will be de-obligated from this Agreement.

Funds in the amount of (Ex. 2.a.) are hereby obligated and made available for payment for the performance of this Agreement. The total cost to TSA of this Agreement shall not exceed (Ex. 2.a.) without a separate modification to this Agreement issued by the TSA Contracting Officer pursuant to Article XII. Expenses incurred in the Project identified herein are chargeable to:

PR: 21-06-206DEP358
Accounting Code:
5CFO6XB010D2006SWE041GE000923003F00DEP000-2B15JFK000000000-252R-TSA DIRECT-DEF. TASK-D
Amount: (Ex. 2.a.)

TSA's liability to make payments to the Port Authority for reimbursement to its contractors or lessees is limited to the amount of funds obligated and available for payment hereunder, including written modifications to this Agreement.

ARTICLE V – COST AND PAYMENTS

A. The TSA will reimburse the Port Authority all actual allowable costs incurred in support of the Project to a total of In no event will the TSA reimburse for costs incurred in excess of the dollars stated in Article IV nor will the TSA reimburse for un-incurred costs. Allowable costs are those costs that are allocable, reasonable, and not otherwise unallowable. Costs that are otherwise unallowable include:

(1) Interest on borrowings (however represented);
(2) Fines or penalties;
(3) Any Profit to the Port (profit for the Port's or the Port's Lessee's contractor(s) and consultant(s) is an allowable cost);
(4) Costs incurred by the Port Authority or its subcontractors or its agents to perform work not in compliance with approved design documents and specifications.

B. Costs provisionally paid that are unallowable under paragraph A of this Article shall be refunded to the TSA on demand.

The TSA intends to make payment to the Port Authority within 45 days of receipt of each properly prepared invoice for reimbursement of incurred costs. The reimbursement process

consists of two steps.

Step 1: The United States Coast Guard Center performs the payment function of the invoice on behalf of the TSA. A Summary Invoice should be submitted to the following address:

United States Coast Guard Finance Center
TSA Commercial Invoices
P.O. Box 4111
Chesapeake, VA 23326-4111

For purposes of submission to the Coast Guard Finance Center, the Port Authority invoice formats are acceptable for the Summary Invoice. The Summary Invoice should contain the Agreement Number HSTS04-06-A-DEP358, invoice date, invoice number, the Port Authority Point of Contact with contact information, Tax Identification Number, dollar amount of reimbursement being requested from the TSA funding, Electronic Funds Transfer Banking Information, and signature of the Port's authorized representative along with the certification language "*This is to certify that all services set forth herein were performed during the period stated and that incurred costs billed were actually expended for the Project.*"

Step 2: TSA approval of the Summary Invoices submitted will be based on the Contracting Officer and Contracting Technical Representative review. To aid in this review, the Port Authority shall submit the Summary Invoice along with the receipts or other documentation for the work performed in connection with the Project, with all the appropriate identifications indicating that the obligations have been paid in full, to the following address:

Janet Curda, Contract Analyst
Transportation Security Administration
Office of Acquisition, TSA-25
701 South 12th Street
Arlington, VA 22202
Phone: 571-227-1310
Email: Janet.Curda@dhs.gov

D. Cost Reimbursement

1. (a) TSA agrees to reimburse the Port Authority 100 percent of the of the actual allowable, allocable, and reasonable costs of the Project incurred by the Port Authority or its contractors or lessees in the performance and completion of the Project, including the cost of all necessary design, supervision and construction management associated therewith, but not to exceed (Ex. 2.a.) The determination of allowable, allocable and reasonable costs shall be governed by the FAA's Cost Principles.

(b) Except as provided in paragraph (c) of this section, the TSA will reimburse the Port Authority on an actual incurred-cost basis, when supported by one or more proper invoices submitted by the Port Authority in accordance with this Agreement. The parties

understand and agree that the TSA will not be liable for, nor will it reimburse for any costs in excess of the amounts designated in Article V as well as any costs that do not comport with Article V of this Agreement. Should the TSA reimbursements of the total amount represent more that 100% percent of the total final allowable, allocable, and reasonable costs, the Port Authority will refund TSA the difference to achieve a 100% level.

(c) Notwithstanding any other provision of this Agreement, TSA will holdback from the Port Authority (Ex.2.a.) from the last invoice(s) until such time the Port Authority delivers to the TSA final and complete "as built" drawings of the Project.

(d) If the Port Authority receives any communication that it interprets as direction to change the Project, or to incur costs not covered by funding obligated at that time, the Port Authority need not take any action as a result of that communication, and should contact the Contracting Officer immediately.

2. Operations and Maintenance Costs. The TSA will provide maintenance, repair and refurbishment of the EDS equipment throughout its life cycle at no cost to the Port Authority. To the extent that equipment can no longer be used at the end of its life cycle, the TSA will provide for the removal and disposition of the equipment at no cost to the Port Authority, subject to the availability of funds. However, the costs associated with facility or conveyor modifications necessary to facilitate the removal and disposition of the screening equipment will not be the responsibility of the TSA. The Port Authority shall require full ingress and egress be provided to the TSA and its contractors for the installation, operation, testing, maintenance, and repair of the EDS equipment at all times.

3. Except for the EDS equipment owned by the TSA and separately provided for use at the Airport (such equipment being referred to in this subparagraph 3 only as the "Security Equipment"), the Port Authority or the City of New York, as applicable, shall own and have title to all personal property, improvements to real property, or other assets which are acquired under this Agreement. It will be the responsibility of the Port Authority, or its contractor or lessee to operate, maintain, and if it becomes necessary, replace, remove or dispose of such property to support the efficient use of the Security Equipment.

4. Title to non-security equipment such as ancillary equipment or infrastructure appurtenances purchased or reimbursed using Federal funds, or installed by the TSA, or its agents or contractors at the TSA expense, or by the Port Authority or its agents or contractors, or its lessees, agents, or contractors, will vest in the Port Authority or the City of New York, as applicable.

ARTICLE VI - AUDITS

TSA shall have the right to examine or audit any and all Project records for a period of three (3) years after expiration of the term of this Agreement. The Port Authority shall maintain Project records pursuant to an established accounting system that complies with generally accepted accounting principles, for such period of time. If this Agreement is completely or partially

terminated, the records relating to the terminated portion of the Project shall be made available for three (3) years after any resulting final termination settlement. Records relating to the resolution of contract disputes and disagreements under Article X or to litigation or the settlement of contract disputes arising under or relating to this Agreement shall be made available until such appeals, litigation, or contract disputes are finally resolved.

As used in this provision, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or any other form.

The Port Authority shall maintain all records and other evidence sufficient to reflect costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this Agreement. The Contracting Officer, Contracting Officer's Representative, or the authorized representatives of these officers shall have the right to examine and audit those records at any time, or from time to time. This right of examination shall include inspection at all reasonable times at the offices directly responsible for managing the Project.

The Comptroller General of the United States, or the authorized representative thereof, shall also have access to and the right to examine any records related to this Agreement.

Nothing in this article will be construed to require the Port Authority, its contractors, subcontractors, or lessees or their contractors or subcontractors, to create or maintain any record that they do not maintain in the ordinary course of business pursuant to a provision of law, provided that these entities maintain records, which conform to generally accepted accounting procedures.

ARTICLE VII – FLOW DOWN PROVISIONS

It is understood that the audit rights of the TSA set forth in Article VI hereof are intended to be applicable to all contracts or subcontracts relating to this Agreement that exceed $100,000, and that:

(1) Include costs based on labor hours; or
(2) otherwise are a cost-based type contract, in whole or in part; or
(3) was awarded without competition, regardless of contract type.

In this regard, if for any reason a particular contract or subcontract does not provide for such rights (whether because a particular contract was entered into prior to finalization of this OTA or otherwise) and the TSA is not afforded access to any "records" (as the term is used in Article VI) that the TSA determines are needed to fully review and substantiate any payment to be made or previously made hereunder (and during the period of time such records would be required to be maintained as provided in Article VI hereof), then, without limiting any rights of the TSA under this Agreement, the TSA may demand the return of payments made hereunder to the extent such payment cannot be fully reviewed and substantiated because the TSA is not afforded with access to any such records. If a demand for return of any such payments is made, the Port Authority will have not less than 45 days to make the required payment to the TSA.

ARTICLE VIII – POINTS OF CONTACT

A. TSA Contracting Officer (CO)

All correspondence pertaining to the Agreement will reference the TSA Agreement Number HSTS04-06-A-DEP358 and be submitted to:

Connie Thornton, Contracting Officer
TSA – Office of Acquisition
4275 Airport Road, Suite C
Rapid City, SD 57703
Phone: 605-393-8191
Fax: 605-393-1199
Email: Connie.Thornton@dhs.gov

The technical administration and modification of this Agreement shall be accomplished by the Contracting Officer's Representative (COR) on behalf of the TSA.

John Reed
Transportation Security Administration, TSA-16
CTO Deployment Branch, TSA-16
701 South 12th Street
Arlington, VA 22202
Phone: 571-227-1563
Email: John.Reed1@dhs.gov

The COR is responsible for the technical administration of this Agreement and technical liaison with the Port Authority. The COR is not authorized to change the scope of the Project, to make any commitment or otherwise obligate the TSA, or authorize any changes which affect the liability of the TSA. The Port Authority promises to inform the Contracting Officer in the event that the COR takes any action which is interpreted by the Port Authority as a change in scope or liability to either party.

B. The Port Authority: All correspondence should be sent to:

William R. DeCota
Director
Aviation Department
The Port Authority of New York and New Jersey
225 Park Avenue South
New York, New York 10003
Phone: 212-435-3703
Fax: 212-435-3830
Email: wdecota@panynj.gov

With a copy to:

Alfred J. Graser
General Manager,
JFK International Airport
The Port Authority of New York and New Jersey
Bldg. 14, South Service Rd.,
Jamaica, New York 11430
Phone: 718-244-3501
Fax: 718-244-3505
Email: agraser@panynj.gov

ARTICLE IX – LIMITATIONS ON LIABILTY

A. The TSA and the Port Authority each expressly agrees without exception or reservation that it shall be solely and exclusively liable for the negligence of its own agents and or employees, in accordance with applicable law, and that neither party looks to the other to save or hold it harmless for the consequences of any negligence on the part of one of its own agents or employees.

B. In no event will either the TSA or the Port Authority be liable to the other for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages in connection with this Agreement.

ARTICLE X – RESOLUTION OF DISAGREEMENTS

Should disagreements arise on the interpretation of the provisions of this Agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other for consideration. If agreement on interpretation is not reached within thirty (30) days, the parties shall forward the written presentation of the disagreement to the respective higher officials for appropriate resolution.

If a dispute cannot be resolved through negotiations, the dispute shall be submitted to the Office of Dispute Resolution for Acquisition ("ODRA") (see http://www/faa/gov/agc/odra/default.htm). ODRA acts on behalf of TSA, pursuant to a Memorandum of Agreement dated September 22, 2002, to manage TSA's dispute resolution process and to recommend decisions on matters concerning contract disputes. Judicial review, where available, will be in accordance with 49.U.S.C. 46110 and shall apply to final agency decisions.

ARTICLE XI – EARLY TERMINATION

In addition to any other termination rights provided by this Agreement, either the TSA or the Port Authority may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party (other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date) by giving the other party at least thirty (30) days' prior written notice of termination. Upon receipt of a notice of termination, the receiving party shall take

immediate steps to stop the accrual of any additional obligations that might require payment.

ARTICLE XII – CHANGES AND/OR MODIFICATIONS

Any and all changes and/or modifications to this Agreement shall be in writing and signed by a TSA Contracting Officer and the authorized representative of the Port Authority. The modification shall cite the subject Agreement and shall state the exact nature of the modification. No oral statement by a person shall be interpreted as modifying or otherwise affecting the terms of this Agreement. Modifications of TSA administrative provisions may be issued unilaterally by the TSA.

ARTICLE XIII – TYPE OF AGREEMENT

This Agreement is an Other Transaction Agreement (OTA). It is not intended to be, nor shall it be construed as a creation of a partnership, corporation, or other business entity between the parties.

ARTICLE XIV – CONSTRUCTION OF THE AGREEMENT

This Agreement is issued in accordance with the Aviation and Transportation Security Act (ATSA) – Public Law 107-71.

The parties acknowledge that each has participated equally in the negotiation and drafting of this Agreement and amendments thereto, and that; accordingly, this Agreement shall not be construed more stringently against one party than against the other. Moreover, each party acknowledges that there are not exceptions taken or reserved and that this Agreement represents the complete meeting of the minds of the parties notwithstanding any contemporaneous writing, correspondence, or conversation to the contrary.

ARTICLE XV – PROTECTION OF INFORMATION

The Port Authority shall protect Sensitive Homeland Security Information, Law Enforcement Security Information, Sensitive Security Information, and any other information identified by the furnishing party as in need of special security controls. If such information is either created or provided by one party to the other, the furnishing party will mark the data accordingly, and the receiving party will protect it from unauthorized disclosure to third-parties.

ARTICLE XVI – FORCE MAJEURE

Neither party will be liable for any unforeseeable event not caused by the fault or the negligence of such party which causes such party to be unable to perform its obligations under this Agreement and which it has been unable to overcome by the exercise of due diligence, including but not limited to, flood, drought, earthquake, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, act of terrorism, strikes, labor disputes, or failure, threat of failure, or sabotage, or any order or injunction made by a court or public agency.

ARTICLE XVII – SURVIVAL OF PROVISIONS

The following provisions shall survive the expiration or termination of this Agreement: Articles VI, VII, IX, X, XIV, XV and XVII.

IN WITNESS WHEREOF, the parties have entered into this Agreement by their duly authorized officers as of the day and year described pursuant to the provisions of Article III of this Agreement.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: _____

Title: Dep. Director - Aviation

Date: 8/29/2006

THE UNITED STATES OF AMERICA
Department of Homeland Security
Transportation Security Administration

By: _____

Connie Thornton

Title: Contracting Officer
Transportation Security Administration

Date: 8/29/2006

Attachment A

100% Design Effort

Preliminary Design (30%) Submission	July 14, 2006
Final Design (60%) Submission	September 1, 2006
Final Design (90%) Submission	October 27, 2006
Final Design (100%) Submission	November 17, 2006

Construction and Site Preparation Effort

Anticipated Start of Construction	January 1, 2007
Final Inspection	TBD
Integrated Site Acceptance Test	TBD

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

Port Authority Lease No. AYC-190
Supplement No. 5
Port Authority Facility-- John F. Kennedy International Airport

FIFTH SUPPLEMENTAL AGREEMENT

THIS AGREEMENT ("Supplement No. 5" or "Supplemental Agreement"), made as of March 14, 2007 (***"Effective Date"***) by and between **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (hereinafter referred to as ***"the Port Authority"***) and **TERMINAL ONE GROUP ASSOCIATION, L.P.**, a limited partnership formed under the laws of the State of New York (hereinafter called ***"the Lessee"***), having an office and place of business at Terminal One, JFK International Airport, Jamaica, New York 11430 and having one general partner, Terminal One Management, Inc., a corporation organized and existing under the laws of the State of New York, and four limited partners, as follows: Société Air France (a wholly-owned subsidiary of Air France-KLM, and formerly named Air France-Compagnie Aérienne successor to Compagnie Nationale Air France by assignment from Air France-KLM), Japan Airlines International Co., Ltd. (formerly named Japan Airlines Company, Ltd., a wholly-owned subsidiary of Japan Airlines Corporation), Korean Air Lines Co., Ltd., and Deutsche Lufthansa Aktiengesellschaft, and the Lessee's representative is Mr. Arthur J. Molins, Chief Executive Officer of said Terminal One Management, Inc.

WITNESSETH, That:

WHEREAS, by an Agreement of Lease made as of July 13, 1994 (as the same has been supplemented and amended is hereinafter called the "Lease"), the Port Authority let to the Lessee and the Lessee hired and took from the Port Authority certain premises (the ***"premises"***) at John F. Kennedy International Airport (the ***"Airport"***), all as more particularly described in the Lease; and

WHEREAS, The Port Authority and the United States of America as represented by the Transportation Security Administration (the ***"TSA"***) entered into a separate agreement denominated as an Other Transaction Agreement (***"OTA"***) effective as of the date set forth therein; and

WHEREAS, The OTA covers payment obligations and other responsibilities of the TSA and the Port Authority, as more fully set forth therein, relating to (1) 100% design effort and (2) the construction and site preparation effort to remove and dispose of four integrated and two

semi-integrated x-ray units which will be replaced with four inline Explosives Detection Systems ("*EDS*") CTX-9000 units, including, but not limited to, the installation of the four inline EDS CTX-9000 units, as well as the removal and disposal of the four VIVID x-ray units and the two inline CTX-5500s and the required modifications to the Explosive Trace Detection ("*ETD*") resolution room at the premises (the "*Project*") in order to achieve continued compliance with the Aviation and Transportation Security Act (ATSA) Public Law 107-71, November 19, 2001; and

WHEREAS, the Lessee is responsible for the operation, maintenance and management of the premises pursuant to the Lease, and the Lessee has agreed to, perform the entire scope of work as set forth in Article II B of the OTA subject to and in accordance with all of the terms and provisions and conditions of the OTA and the Lease; and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease in certain respects;

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, the Port Authority and the Lessee hereby agree to amend the Lease, effective as of the Effective Date, as follows:

1. Effective from and after the Effective Date, paragraph 10 of Supplement No.4 of the Lease is hereby deleted, and the following paragraph 10 shall be substituted in lieu thereof:

"In accordance with and pursuant to the provisions of Paragraph 15 of Supplement No. 4, the Lessee hereby agrees and acknowledges that it shall submit with respect to the Work no more than five Certificates, as defined in subparagraph (a) of said Paragraph 15. When a portion of the Work for which the Lessee is submitting a Certificate, as defined in said Paragraph 15 (a), has been completed, including successful completion of all testing under Article II A (4) and Article III of the OTA, and acceptance by the TSA in accordance therewith, the Lessee shall deliver to the Port Authority a certificate to such effect signed by an authorized officer of the Lessee and also signed by the Lessee's licensed architect or engineer certifying that each such portion of the Work has been performed in accordance with the approved Tenant Alteration Application(s) and the approved plans and specifications, data and materials forming a part thereof, the Design Documents and the provisions of Supplement No. 4 and in compliance with all applicable laws, ordinances and governmental rules, regulations, orders and directives, and that each such portion of the Work has been accepted by the TSA after successful completion of all testing in accordance with Article II A 4 and Article III of the OTA. Thereafter each such portion of the Work will be inspected by the Port Authority and if the same has been completed as certified by the Lessee and the Lessee's licensed architect or engineer, as aforesaid, and has been accepted by the TSA pursuant to Article II A 4 and Article III of the OTA, a certificate to such effect shall be delivered to the Lessee by the Port Authority subject to the condition that all risks thereafter with respect to each such portion of the Work and any liability therefor for negligence or other reason shall be borne by the Lessee. The date specified in the first such certificate or the date of delivery of such first certificate to the Lessee, whichever is later, shall constitute the "***First Work Completion Date***" for purposes of Supplement No. 4; the date specified in the second such certificate or the date of delivery of such second certificate to

the Lessee, whichever is later, shall constitute the "***Second Work Completion Date***" for purposes of Supplement No. 4; the date specified in the third such certificate or the date of delivery of such third certificate to the Lessee, whichever is later, shall constitute the "***Third Work Completion Date***" for purposes of Supplement No. 4, the date specified in the fourth such certificate or the date of delivery of such fourth certificate to the Lessee, whichever is later, shall constitute the "***Fourth Work Completion Date***" for purposes of Supplement No. 4; and the date specified in the fifth such certificate or the date of delivery of such fifth certificate to the Lessee, whichever is later, shall constitute the "***Final Work Completion Date***" for purposes of Supplement No. 4."

2. No entity shall be a third party beneficiary of this Supplement No. 5.

3. As hereby amended, all of the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

4. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Supplement No. 5 and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation or execution of this Supplement No. 5.

5. No Commissioner, director, officer, agent or employee of any party to this Supplemental Agreement shall be charged personally or held contractually liable by or to any other party under any term or provision of this Supplemental Agreement or of any supplement, modification or amendment to the Lease or because of its or their execution or attempted execution or because of any breach or alleged or attempted breach thereof.

6. This Supplemental Agreement together with the Lease to which it is supplementary constitutes the entire agreement between the Port Authority and the Lessee 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 Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

Print Name David Kagan

(Title) Assistant Director Business, Properties & Airport Development

(Seal)

ATTEST:

Secretary LEROY W. LOCKWOOD

TERMINAL ONE GROUP ASSOCIATION, L.P.
(Lessee)

By: TERMINAL ONE MANAGEMENT, INC.
GENERAL PARTNER

By _____

Print Name ARTHUR J. MOLINS

(Title) Chief Executive Officer
(Corporate Seal)

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

Form - All-Purpose Ack. N.Y. (rev 1/4/2000)

FOR THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

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

On the 25TH day of APRIL 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.

GAIL E. MITCHELL
NOTARY PUBLIC STATE OF NEW YORK
NO. 01MI6026210
QUALIFIED IN QUEENS COUNTY
COMMISSION EXPIRES JUNE 14, 2007

Gail E. Mitchell
(notarial seal and stamp)

FOR TERMINAL ONE GROUP ASSOCIATION, L.P.

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

On the 29TH day of MARCH in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared ARTHUR T. HOUNS, 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.

Marie E. DiCocco
(notarial seal and stamp)

MARIE E. DICOCCO
Notary Public, State of New York
No. 01DI6122325
Qualified in Queens County
Term Expires Feb. 7, 2009

TOGA supp 5 ayc-190
3/14/07

TERMINAL ONE GROUP ASSOCIATION L.P. (TOGA)-AYC-190

JFK International Airport (JFK)

Supplement No. 5 to Lease AYC-190

Term:	to May 27, 2023.
Area/Location:	Terminal One.
Purpose:	Supplement No. 5 increases three (3) progress payments to five (5) progress payments related to the Other Transaction Agreement (OTA) between the United States of America, Department of Homeland Security Transportation Security Administration (TSA) and the Port Authority of NY & NJ (PA) that was previously addressed in Supplement No. 4.

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

John F. Kennedy International Airport
Port Authority Lease No. AYC-190
Supplemental Agreement No. 6

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT ("Supplement No. 6" or "Supplemental Agreement"), made as of December 31, 2007, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called the "Port Authority") and TERMINAL ONE GROUP ASSOCIATION, L.P., a limited partnership formed under the laws of the State of New York (hereinafter called the "Lessee"), having an office and place of business at Terminal One, JFK International Airport, Jamaica, New York 11430 and having one general partner, Terminal One Management, Inc., a corporation organized and existing under the laws of the State of New York, and four limited partners, as follows: Societe Air France (a wholly-owned subsidiary of Air France-KLM), Japan Airlines International Co., Ltd. (formerly named Japan Airlines Company, LTD., a wholly-owned subsidiary of Japan Airlines Corporation), Korean Air Lines Co., Ltd., and Deutsche Lufthansa Aktiengesellschaft, and the the Lessee's representative is Edward Paquette.

WITNESSETH, That:

WHEREAS, by an agreement of lease dated as of July 13, 1994 (which lease, as the same has been supplemented and amended is hereinafter called the "Lease") the Port Authority let to the Lessee and the Lessee hired and took from the Port Authority certain premises (the "premises") at John F. Kennedy International Airport (the "Airport"), all as more particularly described in the Lease; and

WHEREAS, The Port Authority and the United States of America as represented by the Transportation Security Administration (the "TSA") entered into a separate agreement denominated as an Other Transaction Agreement ("OTA") effective as of the date set forth therein; and

WHEREAS, The OTA covers payment obligations and other responsibilities of the TSA and the Port Authority, as more fully set forth therein, relating to (1) 100% design effort and (2) the construction and site preparation effort to remove and dispose of four integrated and two semi-integrated x-ray units which will be replaced with four inline Explosive Detection Systems ("EDS") CTX-9000 units, including, but not limited to, the installation of the four inline EDS CTX-9000 units, as well as the removal and disposal of the four VIVID x-ray units and the two inline CTX-5500s and the required modifications to the Explosive Trace Detection ("ETD") resolution room at the premises

(the "Project") in order to achieve continued compliance with the Aviation and Transportation Security Act (ATSA) Public Law 107-71, November 19, 2001; and

WHEREAS, the Lessee is responsible for the operation, maintenance and management of the premises pursuant to the Lease, and the Lessee has agreed to, perform the entire scope of work as set forth in Article II B of the OTA subject to and in accordance with all of the terms and provisions and conditions of the OTA and the Lease; and

WHEREAS, The Port Authority and the TSA entered into a separate agreement denominated as an Amendment of Solicitation/Modification of Contract effective as of May 8th, 2009 (a copy of which is attached to hereto as an exhibit), extending the OTA to September 10, 2013; and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease in certain respects;

NOW, THEREFORE, for in consideration of the covenants and agreements herein obtained, the Port Authority and the Lessee hereby agree, effective as of the dates set forth hereinafter as follows:

1. Effective December 31, 2007 the term of the Agreement shall be extended to and including September 10, 2013, subject to the right of either party to terminate the Agreement at any time, without cause, upon thirty (30) days written notice to the other party and subject to the further right of the Port Authority to terminate the Agreement pursuant to Section 5 thereof.

2. Effective from and after the effective date, paragraph C of Article V of the Lease is hereby deleted, and the following paragraph C shall be substituted in lieu thereof:

"C. Reimbursement by TSA is conditioned upon submission to TSA of an invoice identifying the Project costs that have been incurred and paid. The TSA intends to make payment to the Port Authority within 45 calendar days of receipt of each properly prepared invoice for reimbursement of incurred costs. The TSA reimbursement process consists of two steps:

a. Step 1- "Summary" invoice Submittal to the U.S. Coast Guard Finance Center for Payment

The United States Coast Guard Center performs the payment function on behalf of the TSA. For purposes of submission to the Coast Guard Finance Center, the Port Authority's invoice format is acceptable for the "Summary" invoice. Central Contractor Registration is mandatory for invoice payment; for further information, please refer to http://www.ccr.gov.

At a minimum the "Summary" invoice should contain:

(1) Agreement Number HSTS04-06-A-DEP358
(2) Invoice Number and Invoice Date.

(3) Complete Business Name and Remittance Address.
(4) Point of Contact with address, telephone, fax and e-mail address contact information
(5) Tax Identification Number and DUN's Number.
(6) Dollar Amount of Reimbursement being requested.
(7) Signature of Port Authority's authorized representative and the following certification language: "This is to certify that the services set forth herein were performed during the period stated and that the incurred costs billed were actually expended for the project."

The "Summary" Invoice may be submitted by standard email or by electronic transmission to the following address(s):

Mailing Address: TSA Commercial Invoices
USCG Finance Center
P.O. Box 4111
Chesapeake, VA 23327-4111
E-mail: FIN-SMB-TSAINVOICES@uscg.mil

b. Step 2- "Summary" Invoice and Supporting Documentation Submittal to TSA for Approval of Payment.

The TSA Contracting Officer and the Contracting Officer's Technical Representative are required to review and approve all invoices prior to payment. To aid in this review, the Port Authority and/or its designee shall provide a copy of the "Summary" Invoice along with all receipts, contractor pay requests and other supporting information which specify the vendor, services provided, and products delivered as well as the appropriate identifications that the Airport has paid these obligations. The Port Authorityand/or its designee are encouraged to provide this supporting information simultaneously with Step 1 in order to expedite the payment process.

The Support Documentation should contain the following items:

- Summary Invoice from Step 1.
- An executive summary Project overview with the first invoice.
- Spreadsheet listing the invoices being submitted, with totals.
- Individual, signed and approved contractor invoices, with scope of values or statement of work (copies of contracts and change orders provide support for the work being actual, allowable, allocable and reasonable).
- Copies of subcontractors' invoice if listed on a prime contractor's invoice as a single amount (copies of timesheets and detailed backup not required if descriptions are clear and specific).
- Proof of payment by the Port Authority and/or its designee for each invoice in the form of copies of checks/warrants, banks wire transfers, or accounting system transactions.

The "Summary" Invoice and supporting documentation may be submitted by mail via CD or paper documents or electronic transmission to the following address; the final closeout invoice should include proof that all required deliverables have been provided:

John Gebhart
Jacobs Carter & Burgess, Inc.
2231 Crystal Drive, Suite 300
Arlington, VA 22202
Phone: 571-721-1269
E-mail: johngebhart@jacobs.com

Upon Completion of the review of the supporting documentation for the "Summary" Invoice, the TSA Contracting Officer and Contracting Officer Technical Representative will advise the Coast Guard Finance Center regarding payment of the "Summary" Invoice. TSA has the right to recoup any payments made to the Port Authority if the TSA determines that the invoices exceed the actual costs incurred."

3. The TSA Contracting Officer's Representative is changed from John Reed to Terry Spradlin. Also, the Port Authority's point of contact for correspondence is changed from William DeCota to Jeanne Olivier. Contact information is provided below.

TSA Contracting Officer's Representative (COR):
Terry Spradin
Transportation Security Administration
Office of Security Technology, TSA-16
601 South 12th Street
Arlington, VA 20598-6016
Telephone: 571-227-4108
E-mail: terry.spradlin@dhs.gov

Port Authority Point of Contact for all correspondence:
Jeanne M. Olivier, A.A.E.
General Manager, Aviation Security and Technology
Aviation Department
The Port Authority of New York and New Jersey
233 Park Ave. South, 9th Floor, New York, New York 10003
Telephone: 212-435-3726
E-mail: jolivier@panynj.gov

4. As hereby amended, all of the terms, covenants, provisions, conditions and agreements of the Lease shall be and remain in full force and effect.

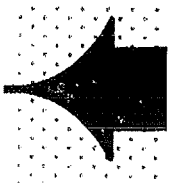
5. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

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 Lessee with any liability or held liable to it under any term or condition of this Agreement, or because its execution or attempted execution or because of any breach or attempted or alleged breach thereof. The Lessee agrees that no representations or warranties with respect to this Agreement shall be binding upon the Port Authority unless expressed in writing herein.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY



_____
Secretary

By_____

(Title)_____

(Seal)

WITNESS
~~ATTEST~~:

TERMINAL ONE GROUP ASSOCIATION, L.P.
(Lessee)
By: TERMINAL ONE MANAGEMENT, INC. GENERAL PARTNER

_____
~~Secretary~~
EXECUTIVE DIRECTOR-TOMI

By_____
ARTHUR J. MOLINS

(Title) CEO

(Corporate Seal)

Don

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 of 4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE		5. PROJECT NO. (if applicable)
P00001	SEE BLOCK 16C	2109209ST2097	

6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE
TSA-Office of Acquisition/TSA-25 4275 Airport Road, Suite C Rapid City, SD 57703 Attn: Connie Thornton (605-393-8191)	TSA-Office of Security Technology/TSA-16 Electronic Baggage Screening Program 601 South 12th Street Arlington, VA 20598-6016

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY AVIATION DEPARTMENT 225 PARK AVENUE SOUTH NEW YORK, NEW YORK 10003		9B. DATED (see item 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. HSTS04-06-A-DEP358
		10B. DATED (see item 13) August 28, 2006
CODE: FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Not Applicable – no funding is associated with this modification.

13. THIS ITEM APPLIES ONLY TO MODIFICATION OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

[ ]	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
[ ]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[ ]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	D. OTHER (Specify type of modification and authority) ARTICLE XII- Changes and/or Modifications

E. **IMPORTANT:** The Port Authority is required to sign and return two copies of this document.

14. DESCRIPTION OF AMENDMENT –

In accordance with Article XII the purpose of this modification is to: 1) extend the date of the Other Transaction Agreement from December 31, 2007 to September 10, 2013; 2) revise paragraph C of Article V – Cost and Payments; and 3) update Article VIII- Points of Contact. See attached pages. All other terms and conditions remain the same.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A as heretofore changed, remains unchanged and in full force and effect.

15A NAME AND TITLE OF SIGNER (Type or print)		16A. Connie Thornton Contracting Officer	
Ernesto L. Butcher, Chief Operating Officer			
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)	5/5/09	BY (Signature of Contracting Officer)	5/8/09

In accordance with Article XII the purpose of this modification is to: 1) extend the date in Article III – Effective Date and Term of the Other Transaction Agreement from December 31, 2007 to September 10, 2013; 2) revise paragraph C of Article V – Cost and Payments; and 3) update Article VIII- Points of Contact. See attached pages. Accordingly the following changes are made:

1. **Article 1. EFFECTIVE DATE AND TERM:**
The effective date and term of the Other Transaction Agreement is revised from December 31, 2007 to September 10, 2013.

2. **Article V – COST AND PAYMENT**: Paragraph C of this Article is deleted and replaced with the following:

C. Reimbursement by TSA is conditioned upon submission to TSA of an invoice identifying the Project costs that have been incurred and paid. The TSA intends to make payment to the PANYNJ within 45 calendar days of receipt of each properly prepared invoice for reimbursement of incurred costs. The TSA reimbursement process consists of two steps:

a. Step 1 – "Summary" Invoice Submittal to the U.S. Coast Guard Finance Center for Payment

The United States Coast Guard Center performs the payment function on behalf of the TSA. For purposes of submission to the Coast Guard Finance Center, the PANYNJs invoice format is acceptable for the "Summary" Invoice. Central Contractor Registration is mandatory for invoice payment; for further information, please refer to http://www.ccr.gov

At a minimum the "Summary" Invoice should contain:

(1) Agreement Number HSTS04-06-A-DEP358
(2) Invoice Number and Invoice Date
(3) Complete Business Name and Remittance Address.
(4) Point of Contact with address, telephone, fax and e-mail address contact information
(5) Tax Identification Number and DUN's Number
(6) Dollar Amount of Reimbursement being requested
(7) Signature of PANYNJ's authorized representative and the following certification language: *"This is to certify that the services set forth herein were performed during the period stated and that the incurred costs billed were actually expended for the Project."*

The "Summary" Invoice may be submitted by standard email or by electronic transmission to the following address(s):

Mailing Address: TSA Commercial Invoices
USCG Finance Center
P.O. Box 4111
Chesapeake, VA 23327-4111

Email: FIN-SMB-TSAINVOICES@uscg.mil

b. Step 2 – "Summary" Invoice and Supporting Documentation Submittal to TSA for Approval of Payment

The TSA Contracting Officer and the Contracting Officer's Technical Representative are required to review and approve all invoices prior to payment. To aid in this review, the PANYNJ and/or its designee shall provide a copy of the "Summary" Invoice along with all receipts, contractor pay requests and other supporting information which specify the vendor, services provided, and products delivered as well as the appropriate identifications that the Airport has paid these obligations. The PANYNJ and/or its designee are encouraged to provide this supporting information simultaneously with Step 1 in order to expedite the payment process.

The Support Documentation should contain the following items:

- Summary Invoice from Step 1
- An executive summary Project overview with the first invoice
- Spreadsheet listing the invoices being submitted, with totals
- Individual, signed and approved contractor invoices, with scope of values or statement of work (copies of contracts and change orders provide support for the work being actual, allowable, allocable and reasonable.)
- Copies of subcontractors' invoice if listed on a prime contractor's invoice as a single amount (copies of timesheets and detailed backup not required if descriptions are clear and specific).
- Proof of payment by the PANYNJ and/or its designee for each invoice in the form of copies of checks/warrants, bank wire transfers, or accounting system transactions.

The "Summary" Invoice and supporting documentation may be submitted by mail via CD or paper documents or electronic transmission to the following address; the final closeout invoice should include proof that all required deliverables have been provided:

John Gebhart
Jacobs Carter & Burgess, Inc
2231 Crystal Drive, Suite 300
Arlington, VA 22202
Phone: 571-721-1269
Email: john.gebhart@jacobs.com

Upon completion of the review of the supporting documentation for the "Summary" Invoice, the TSA Contracting Officer and Contracting Officer Technical Representative will advise the Coast Guard Finance Center regarding payment of the "Summary" Invoice. TSA has the right to recoup any payments made to the PANYNJ if the TSA determines that the invoices exceed the actual costs incurred.

3. **Article VIII – POINTS OF CONTACT**: The TSA Contracting Officer's Representative is changed from John Reed to Terry Spradling. Also the Port Authority's point of contact for correspondence is changed from William DeCota to Jeanne Olivier. Contact information is provided below.

TSA Contracting Officer's Representative (COR):
Terry Spradlin
Transportation Security Administration
Office of Security Technology, TSA-16
601 South 12th Street
Arlington, VA 20598-6016
Telephone: 571-227-4108
E-mail: terry.spradlin@dhs.gov

Port Authority Point of Contact for all correspondence:
Jeanne M. Olivier, A.A.E.
General Manager, Aviation Security and Technology
Aviation Department
The Port Authority of New York and New Jersey
233 Park Avenue South, 9th Floor, New York, New York 10003
Telephone: 212-435-3726
E-Mail: jolivier@panynj.gov

4. All other terms and conditions remain unchanged.

For the Port Authority

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

On the _____ day of _____ in the year 2009, 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 whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
(Notarial seal and stamp)

For the Lessee

STATE OF NEW YORK)
) ss
COUNTY OF QUEENS)

On the 4TH day of SEPTEMBER in the year 2009, before me, the undersigned, a Notary Public in and for said state, personally appeared ARTHUR J. MOLINS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Marie E. Di Cocco
(notarial seal and stamp)

MARIE E. DICOCCO
Notary Public, State of New York
No. 01DI6122325
Qualified in Queens County
Term Expires Feb. 7, 2013

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

John F. Kennedy International Airport
Port Authority Lease No. AYC-190
Supplemental Agreement No. 7

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT ("Supplement No. 7" or "Supplemental Agreement"), made as of March 1, 2011, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called the "Port Authority") and TERMINAL ONE GROUP ASSOCIATION, L.P., a limited partnership formed under the laws of the State of New York (hereinafter called the "Lessee"), having an office and place of business at Terminal One, JFK International Airport, Jamaica, New York 11430 and having one general partner, Terminal One Management, Inc., a corporation organized and existing under the laws of the State of New York, and four limited partners, as follows: Societe Air France (a wholly-owned subsidiary of Air France-KLM), Japan Airlines International Co., Ltd. (formerly named Japan Airlines Company, LTD., a wholly-owned subsidiary of Japan Airlines Corporation), Korean Air Lines Co., Ltd., and Deutsche Lufthansa Aktiengesellschaft, and the the Lessee's representative is Edward Paquette.

WITNESSETH, That:

WHEREAS, by an agreement of lease dated as of July 13, 1994 (which lease, as the same has been supplemented and amended, is hereinafter called the "Lease") the Port Authority let to the Lessee and the Lessee hired and took from the Port Authority certain premises (the "premises") at John F. Kennedy International Airport (the "Airport"), all as more particularly described in the Lease; and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease in certain respects;

NOW, THEREFORE, for in consideration of the covenants and agreements herein obtained, the Port Authority and the Lessee hereby agree, effective as of the dates set forth hereinafter as follows:

1. Paragraph (a) of Section 6 of Supplement No. 3 to the Lease, is hereby amended and restated to read:

"(2) Effective as of the Effective Date of Supplement No. 3 to the Lease (as defined therein) the annual basic rental, in the amount then in effect, shall be increased by adding thereto the amount of (Ex. 2.a.)

and accordingly the Lessee hereby agrees and

shall pay to the Port Authority effective as of said Effective Date basic rental at the annual rate of (Ex. 2.a.)

subject to increase as provided in paragraph (b) hereof."

2. Subdivision III (b) (1) of Section 4 of the Lease is hereby amended, effective as of July 13, 1994, as follows:

(a) Item (cc) is amended and restated to read as follows:

"(cc) any monies, revenues, receipts and income paid or payable to the Lessee for Handling Services performed by the Lessee for any Airline Partner (as defined in Section 26 hereof) or any Subsidiary Airline (as defined below in subparagraph (5) of this paragraph (b))."

(b) Item (ee) is amended by deleting, from the parenthetical in the third and fourth lines thereof, the words "subparagraph (3) of this paragraph (b)" and substituting in their place the words "subparagraph (5) of this paragraph (b)".

3. As hereby amended, all of the terms, covenants, provisions, conditions and agreements of the Lease shall be and remain in full force and effect.

4. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

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 Lessee with any liability or held liable to it under any term or condition of this Agreement, or because its execution or attempted execution or because of any breach or attempted or alleged breach thereof. The Lessee agrees that no representations or warranties with respect to this Agreement shall be binding upon the Port Authority unless expressed in writing herein.

IN WITNESS WHEREOF, the Port Authority and the Lessee 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
Assistant Director
(Title) Business, Properties & Airport Development

(Seal)

ATTEST:

Secretary

TERMINAL ONE GROUP ASSOCIATION, L.P.
(Lessee)

By: TERMINAL ONE MANAGEMENT, INC., GENERAL PARTNER

By _____

(Title) CEO

(Corporate Seal)

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

For the Port Authority

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

On the 26th day of July in the year 2011, 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 whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual 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

For the Lessee

STATE OF NEW YORK)
) ss
COUNTY OF QUEENS)

On the 11TH day of JULY in the year 2011, before me, the undersigned, a Notary Public in and for said state, personally appeared ARTHUR J. MOLINS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Marie E. DiCocco
(notarial seal and stamp)

MARIE E. DICOCCO
Notary Public, State of New York
No 01DI6122325
Qualified in Queens County
Term Expires February 7, 2013

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

Lease No.AYC-190
Supplement No. 8
John F. Kennedy International Airport

THIS SUPPLEMENTAL AGREEMENT ("Supplement No. 8" or this "Supplemental Agreement"), made as of the 1st day of February 2012 by and between the **PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (hereinafter referred to as the "**Port Authority**"), and **TERMINAL ONE GROUP ASSOCIATION, L.P.,** a limited liability partnership formed under the laws of the State of New York, having an office and place of business at Terminal One, John F. Kennedy International Airport ("the Airport"), Jamaica, New York 11430 and having one general partner, Terminal One Management, Inc., a corporation organized and existing under the laws of the State of New York, and four limited partners, as follows: Societe Air France (a wholly-owned subsidiary of Air France-KLM, and formerly named Air France Compagnie Aerienne successor to Compagnie Nationale Air France by assignment from Air France-KLM) Japan Airlines International Co., Ltd (formerly Japan Airlines Company, Ltd., a wholly-owned subsidiary of Japan Airlines Corporation), Korean Air Lines Co., Ltd., and Deutsche Lufthansa Aktiengesellschaft, and the Lessee's representative is Mr. Arthur J. Molins, Chief Executive Officer of said Terminal One Management, Inc. (hereinafter called the "**Lessee**"),

WITNESSETH, That:

WHEREAS, the Port Authority and the Lessee heretofore entered into an agreement of lease dated July 13, 1994, bearing Port Authority Lease number AYC-190 and covering the letting by the Port Authority to the Lessee of certain premises at the John F. Kennedy International Airport (the "***Airport***"), as more fully described therein, (said agreement of lease as amended, supplemented and extended referred to herein as the "***Lease***" or the "***Terminal One Lease;***" and said premises referred to herein as "***Terminal One*** or the "***Premises***").

WHEREAS, the Port Authority and the United States of America, as represented by the Transportation Security Administration (the "***TSA***"), entered into a separate agreement denominated as an Other Transaction Agreement ("OTA") effective as of August 9, 2006 (Reference No. HSTS04-06-A-DEP358, a copy of which OTA is attached to Supplement No. 4 of the Lease, as the same was amended by Supplements No. 5 of the Lease), setting forth the terms and establishing the respective cost-sharing obligations and responsibilities of the TSA and the Port Authority relating to the following work: (1)

100% design effort, and (2) the construction and site preparation effort to remove and dispose of four integrated and two semi-integrated x-ray units which will be replaced with four inline Explosives Detection Systems (EDS) CTX-9000 units, including, but not limited to, the installation of the four inline EDS CTX-5500s and the required modifications to the Explosive Trace Detection ("ETD") resolution room at the premises in order to achieve continued compliance with the Aviation and Transportation Security Act (ATSA) Public Law 107-71, November 19, 2001; and

WHEREAS, the Port Authority and the TSA entered into a separate agreement denominated as an Amendment of Solicitation/Modification of Contract effective as of May 8, 2009, extending the MOA to September 10, 2013; and

WHEREAS, the Port Authority and the Transportation Security Administration (the "**TSA**") entered into a (i) Memorandum of Agreement Relating to Baggage Screening Projects for John F. Kennedy International Airport ("***JFK***") on or about September 10, 2008 (Reference No. HSTS04-08-H-CT1236), as modified by Modification No.1 to Memorandum of Agreement, dated September 10, 2008, between the Port Authority and the TSA (collectively, the "**MOA**") setting forth the terms and establishing the respective cost-sharing obligations and responsibilities of the TSA and the Port Authority with respect to the performance of the engineering, design and integration of baggage Explosive Detection Systems ("***EDS***") projects and baggage screening system improvements at JFK (the "***JFK TSA Project***").

WHEREAS, the Port Authority and the TSA also entered into a (i) Memorandum of Agreement Relating to Baggage Screening Projects for Newark Liberty International Airport ("***EWR***") effective September 10, 2008 [Reference No. HSTS04-08-H-CT1235], setting forth the terms and establishing the respective cost-sharing obligations and responsibilities of the TSA and the Port Authority with respect to the performance of EDS projects and baggage screening system improvements at EWR (the "***EWR TSA Project***") and (ii) Memorandum of Agreement Relating to Baggage Screening Projects for LaGuardia Airport ("***LGA***") on or about September 10, 2008 (Reference No.HSTS04-08-H-CT1094), setting forth the terms and establishing the respective cost-sharing obligations and responsibilities of the TSA and the Port Authority with respect to the performance of EDS projects and baggage screening system screening improvements at LGA (the "***LGA TSA Project***").

WHEREAS, since the Lessee is responsible for the operation, maintenance and management of Terminal One pursuant to the Terminal One Lease, the JFK TSA Project, as it relates to Terminal One (the "***Project***") will require the Lessee, and the Lessee hereby agrees, to perform the scope of work, as it relates to Terminal One, as set forth in the MOA subject to and in accordance with all of the terms and provisions and conditions of the MOA, the Terminal One Lease and of this Supplemental Agreement; and

WHEREAS, it is hereby acknowledged and agreed that the Lessee shall perform the Work (as defined in Paragraph 1 below) at its sole cost and expense, subject to the terms and conditions set forth in the MOA for payment by TSA to the Port Authority and

subject to the terms and conditions of this Supplemental Agreement covering, among other matters, the release by the Port Authority to the Lessee of sums, if any, paid to the Port Authority by the TSA for the Work.

WHEREAS, unless the context clearly indicates otherwise, any term not defined herein shall have the same meaning given to it in the Lease.

NOW, THEREFORE, the Port Authority and the Lessee, for and in consideration of the covenants and mutual agreements hereinafter contained, hereby covenant and agree effective as of the date hereof, as follows:

1. The Lessee hereby agrees to perform the entire scope of the Project as set forth in Article III of the MOA, (as more particularly defined in the plans and specifications attached hereto as Exhibit B the ***"Work").*** The Lessee shall perform the Work in accordance with the Tenant Alteration Application(s), as approved by the Port Authority in accordance with the Port Authority's Tenant Alteration Application requirements as they exist as of the date hereof. The Work shall be performed and completed by the Lessee strictly in accordance with the Terminal One Lease, the MOA and with the following further terms and conditions contained herein.

2. The Lessee 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 Lessee, of any contractors of the Lessee, of the Port Authority, or of third persons, or from acts of God or of the public enemy, or otherwise, excepting only claims and demands which result solely from the willful misconduct, or the sole negligence of the Port Authority, ***provided, however***, that the foregoing exception for "sole negligence" as used herein shall not include any instance in which the Port Authority shall have relied on information or documents provided by the Lessee or any of its contractors or subcontractors in connection with this Supplemental Agreement or the MOA:

(a) The risk of loss or damage to all such Work prior to the completion thereof 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 Work. In the event of such loss or damage, the Lessee shall forthwith repair, replace and make good the Work and the property of the Port Authority or others without cost or expense to the Port Authority;

(b) 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 Work. The Lessee 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;

(c) The risk of all claims and demands, just or unjust, by the TSA, the Government of the United States of America and 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 Work or out of any breach or other default by Lessee of this Supplemental Agreement as it relates to the Work, or out of any payment made or requested to be made under this Supplemental Agreement, as it relates to the Work, or the MOA. The Lessee 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, excepting only claims and demands which result solely from the willful misconduct, or the sole negligence of the Port Authority. If so directed, the Lessee shall at its own expense defend any suit based upon any such claim or demand (even if such suit, claim or demand is groundless, false or fraudulent), and in handling such 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.

(d) The duties, responsibilities and obligations of the Lessee set forth in sub-subparagraphs (a) through (c) of this Paragraph 2 shall survive termination or expiration of the Terminal One Lease, as herein amended.

3. The Lessee shall submit to the Port Authority for its approval one or more Tenant 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 Work, and the manner of and time periods for performing the same. In the event of any inconsistency between the terms of any Tenant Alteration Application covering the Work (or portion thereof) and the terms of this Supplemental Agreement, the terms of the Terminal One Lease, as herein amended shall prevail and control. The Lessee shall also comply with all applicable governmental laws, ordinances, orders, enactments, resolutions, rules and directives including, but not limited to, all requirements of the TSA. The data to be supplied by the Lessee shall describe in detail the Work. The Lessee 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 Work, including but not limited to the Design Documents. The plans and specifications to be submitted by the Lessee to the Port Authority shall bear the seal of a qualified architect or professional engineer and shall be in sufficient detail for a contractor to perform the work. The Lessee 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 Lessee upon request will furnish the Port Authority with a copy of each of its proposed contracts with its contractors. The Lessee shall include in any such contract or subcontract such provisions as required by this Supplemental Agreement and such other provisions as the Port Authority may reasonably require. Upon the request of the Port Authority, the Lessee shall provide the Port Authority a copy of its contracts and

subcontracts covering the Work or any portion thereof. The Lessee 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 Work hereunder shall be done in accordance with the said Tenant Alteration Application(s) and final plans and specifications approved by the Port Authority and reviewed by the TSA; shall be subject to inspection by the Port Authority and the TSA during the progress of the said Work and after the completion thereof; and the Lessee shall redo or replace at its own expense any of said work not done in accordance therewith, or as otherwise required to be redone or replaced by the TSA. Upon approval of such plans and specifications by the Port Authority, and review thereof by the TSA, the Lessee shall proceed diligently at is sole cost and expense to perform and complete the Work. Notwithstanding the foregoing or anything contained herein to the contrary, the Port Authority shall not require Lessee to (x) make modifications to the plans and specifications for the Project (i) so long as the plans and specifications are comparable in size, location and general scope as established by the concept drawings and specifications, approved by the Port Authority, TSA and the Lessee and attached hereto as Exhibit B or (ii) if the costs of the Project, other than Allowable Costs reimbursable to Lessee, taking into account such modifications, would exceed (Ex. 2.a.) , or (y) engage technical consultants and services for developing, completing and submitting detailed plans and specifications for the Work if the costs of the Project, other than Allowable Costs reimbursable to Lessee, taking into account the Port Authority's requirement for Lessee to engage such consultants and services, would exceed

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

(b) In addition to and without limiting any terms and provisions of this the Terminal One Lease, as herein amended, the Lessee shall provide in its contracts and all subcontracts covering the Work or any portion thereof that:

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

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

(iii) 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;

(iv) The contractor will include the provisions of subparagraphs (b)(i) through (b)(iii) of this Paragraph 4 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;

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

(c) Notwithstanding anything to the contrary contained in the foregoing, nothing contained in this Paragraph 4 shall be or be deemed to operate as a waiver or release of the obligation of the Lessee to fully comply with all of the provisions of subparagraphs (a) and (b) of this Paragraph 4 and all of the portions of Schedule E attached to this Supplemental Agreement with respect to the Work and with respect to any and all Tenant Alteration Applications that are submitted by the Lessee relating to the Work or any portion thereof subsequent to the date of this Supplemental Agreement. The Lessee hereby expressly agrees to comply with all of the provisions of subparagraphs (a) and (b) of this Paragraph 4 and all of the provisions (both Part I and Part II) of Schedule E with respect to all of the Work and all TAAs and all contracts relating to the same.

(d) Nothing contained herein shall release or relieve the Lessee from any of its duties, responsibilities or obligations otherwise set forth in the Terminal One Lease, and neither the foregoing nor anything in this Supplemental Agreement shall be deemed to limit, diminish, waive or impair the rights and remedies of the Port Authority, and the Port Authority shall continue to have all rights and remedies, legal, equitable and otherwise, with respect to the Terminal One Lease, as herein amended.

5. All of the Work, including workmanship and materials, shall be of first class quality.

6. Upon completion of the Work, including successful completion of the TSA EDS systems test under Article VII of the MOA and acceptance by the TSA pursuant thereto, the Lessee shall supply the Port Authority with (i) as-built plans and drawings in form and number requested by the Port Authority, and (ii) an additional duplicate set of such "as built" drawings to be attached to the final Certificate, as hereinafter defined, in accordance with the provisions of Paragraph 14(a)(xv) of this Supplemental Agreement. Notwithstanding the submission by the Lessee to the Port Authority of the contracts to be entered into by the Lessee or the incorporation therein of Port Authority requirements or recommendations, and notwithstanding any rights the Port Authority may have reserved to itself hereunder, the Port Authority shall have no liabilities or obligations of any kind to the Lessee or to any contractors engaged by the Lessee or to others in connection with any proposed or actual contracts entered into by the Lessee for the Work or for any other matter in connection therewith and the Lessee hereby releases and discharges the Port Authority, its Commissioners, officers, representatives and employees of and from any and all liability, 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 Work by the Lessee or pursuant to the contracts between the Lessee and its contractors.

7. The Lessee 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. The Lessee 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 Work, the Premises or the Airport, or any portion thereof, nor to create any rights in said third persons against the Port Authority.

8. The Lessee shall be solely responsible for obtaining the acceptance of the TSA of the Work pursuant to Article VII of the MOA. The Lessee 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 Work, whether performed by the Lessee or on its behalf, or the contracts for the performance thereof entered into by the Lessee. Any warranties extended or available to the Lessee in connection with the Work shall be for the benefit of the Port Authority as well as the Lessee.

9. (a) The Port Authority hereby represents that the TSA has appropriated a total sum of (Ex. 2.a.) (the "***TOTAL TSA Funding***") for the Project.

(b) In accordance with and pursuant to the provisions of Paragraph 14 of this Agreement, and provided that the Cost of the Work, as hereinafter defined in Paragraph 13, below, performed by the Lessee is in excess of (Ex. 2.a.) ("the Invoice Threshold Amount") during one or more months, the Lessee hereby agrees and acknowledges that it shall have the right to submit with respect to such Work, Invoices, as defined in subparagraph (a) of said Paragraph 14, for each month (or combination of months) for which the amount of such Work exceeds the Invoice Threshold Amount; provided, however, with respect to the last Invoice for the Work, the Invoice Threshold Amount shall not apply and the Lessee's last Invoice for the Work may be less than the Invoice Threshold Amount.

(c) When a portion of the Work for which the Lessee is submitting an Invoice, as defined in said Paragraph 14(a), has been completed, the Lessee shall deliver to the Port Authority the Invoice, as hereinafter defined in Paragraph 14(a), to such effect signed by an authorized officer of the Lessee and also signed by the Lessee's licensed architect or engineer certifying that each such portion of the Work has been performed substantially in accordance with the approved Tenant Alteration Application(s) and the approved plans and specifications, data and materials forming a part thereof, and the Design Documents. Within 30 days after the Port Authority's receipt of an invoice, each such portion of the Work will be inspected by the Port Authority and if the same has been completed as certified by the Lessee and the Lessee's licensed architect or engineer, as aforesaid, an invoice to such effect shall be delivered to the TSA by the Port Authority subject to the condition that, as between the Port Authority and the Lessee, all risks thereafter with respect to each such portion of the Work and any liability therefor for negligence or other reason shall be borne by the Lessee, as herein provided.

(d) When the final Invoice has been submitted by the Lessee, the Project shall be deemed complete only upon the successful completion of the TSA EDS systems test conducted by the TSA under Article VII of the MOA, and acceptance of the TSA in accordance therewith.

10. Without limiting Paragraph 11 hereof or any other term or provision of this Agreement or of the Terminal One Lease or the MOA, the Lessee hereby expressly acknowledges and agrees:

(a) that the total maximum of the costs of the Work eligible for reimbursement to the Lessee under the MOA for federal funds is that amount equivalent to the Project Reimbursement Amount, as hereinafter defined, paid to the Port Authority by the TSA for Work accepted by the TSA pursuant to Articles IV and IX of the MOA, all of which shall be computed based on the eligibility of the project costs as set forth in Article V of the MOA and Paragraph 12 hereof; that said amount includes the costs of acquisition, delivery and installation of a Checked Baggage Inspection System ("CBIS") in Terminal One and/or modifications to existing CBISs as well as the items listed in Article III (2) of the MOA that the TSA will not be responsible for under the MOA. The TSA has agreed to reimburse the Port Authority ninety percent (90%) of the actual allowable, allocable and reasonable costs of the Work incurred by the Lessee in the performance and completion of the Work, including the cost of all necessary design, supervision and construction management associated therewith, (the "***Project Reimbursement Amount***") but such Project Reimbursement Amount shall not exceed the eligible cost of the TSA's Performance Guidelines and Design Standards, as reviewed and approved by the TSA. The determination of allowable and allocable costs will be made by the TSA in accordance with the Common Rule and 49 CFR Part 18, and that the TSA will determine the costs that will be eligible for reimbursement in accordance with the Common Rule and 49 CFR Part 18; that the TSA will reimburse the Port Authority on an actual expense basis supported by one or more invoices submitted by the Port Authority in accordance with the MOA; that all costs in excess of the Project Reimbursement Amount as well as any costs that do not comply with the Common Rule, shall not be borne by the TSA, unless otherwise agreed by the TSA in a modification to the MOA in accordance with Article XII; and that should the TSA contributions of the total amount represent more than the Project Reimbursement Amount the Port Authority will refund TSA the difference to achieve the Project Reimbursement Amount and to the extent such amount in excess of the Project Reimbursement Amount has been remitted to the Lessee by the Port Authority, the Lessee shall have the obligation to refund such difference to the Port Authority;

(b) that the TSA will provide maintenance, repair, and refurbishment of EDS and ETD equipment throughout its life cycle at no cost to the Port Authority or the Lessee; that to the extent that equipment can no longer be used at the end of its life cycle, the TSA will provide for the removal and disposition of the equipment at no cost to the Port Authority or the Lessee, subject to the availability of funds; that the Lessee shall, subject to the Agreement and the Terminal One Lease, have the obligation to provide full ingress and egress to the TSA and its contractors for the installation, operation, testing, maintenance, and repair of EDS and Explosives Trace Detection ("***ETD***") equipment at all times during the term of the letting under the Terminal One Lease;

(c) that except for the EDS and ETD security equipment owned by the TSA and separately provided for use at the Airport (the "***Security Equipment***"), the City

of New York or the Port Authority, as applicable, shall own and have title to all personal property, improvements to real property, or other assets which are acquired under the MOA, subject to and in accordance with the provisions of the Terminal One Lease, and that it shall be the responsibility of the Lessee, pursuant to and in accordance with the provisions of this Supplemental Agreement and the Terminal One Lease, to operate, maintain, and if it becomes necessary, replace, such property to support the efficient use of the Security Equipment;

(d) that title to the non-security equipment such as ancillary equipment or infrastructure that was purchased or reimbursed using Federal funds, or installed by the TSA, or its agents or contractors at the TSA's expense, or by the Port Authority or its agents or contractors, or the Lessee or its agents or contractors, will vest in the City of New York or the Port Authority, as applicable, upon acceptance in accordance with Article VII of the MOA, and Paragraph 9 of this Agreement, subject to and in accordance with the provisions of the Terminal One Lease;

(e) that except for the responsibilities of the TSA as outlined in Article V (A) of the MOA, the Project will be managed by the Lessee, who will oversee, perform and complete the Work, including, but not limited to, the responsibilities outlined in Article V(B) of the MOA as they relate to the Project, subject to the provisions of the MOA, the Terminal C Lease and of this Supplemental Agreement;

(f) that the Lessee shall have the obligation to use its commercially reasonable efforts to have the Work completed within the prescribed costs and schedule contained in the MOA.

11. Without limiting any term or provision hereof, it is expressly understood and agreed that certain obligations, duties, requirements, and responsibilities recited, stated or otherwise described or deemed to be included in the MOA are incorporated herein as obligations, duties, requirements and responsibilities of the Lessee under this Supplemental Agreement, and the Lessee hereby accepts and agrees to the same, including but not limited to the following: the obligation to perform the obligations set forth in Article V(B) of the MOA; the obligation to refund to the Port Authority the amount of any and all payments required by the TSA to be refunded to the TSA by the Port Authority pursuant Article IX of the MOA; the obligation to comply with the audit and record-keeping provisions of Article X of the MOA; the obligation under Article VIII of the MOA to contact the TSA Contracting Officer immediately in the event the Lessee receives, or the Port Authority advises the Lessee that the Port Authority has received, any communication which it interprets as a direction to change the work addressed by the MOA, or to incur costs not covered by funding obligated at that time and to refrain from taking any action as a result of that communication as described in said Article VIII of the MOA; and the obligation pursuant to Article VIII A of the MOA to inform the TSA "Contracting Officer" (as named in the MOA) in the event the Contracting Officer Technical Representative (the "COTR" as defined in the MOA) takes any action which is interpreted by the Lessee, or which the Port Authority has advised the Lessee that the Port Authority has interpreted, as a change in scope or liability of the Port Authority or

*the TSA.

The foregoing references to specific sections or provisions of the MOA shall not limit, or be construed as limiting, the obligations, duties, responsibilities and liabilities of the Lessee under this Supplemental Agreement or the Terminal One Lease.

12. As used herein the term "***Allowable Costs***" shall mean the sum of all Project Costs, as defined in Article IV of the MOA, allowable for reimbursement by the TSA under the MOA, (which Allowable Costs, will be determined by the TSA in accordance with the provisions of Article IV (D) of the MOA) and shall include those costs set forth in sub-paragraphs (a) through (c) below. The form of payment application submitted by the Lessee to the Port Authority for payment shall be subject to the approval of both the Port Authority and the TSA. In the event the TSA provides an application form, such form will be provided to the Lessee.

(a) Engineering costs (to include design, specifications, bid documents and contract documents) and construction supervision costs (to include project management) and Port Authority Letter of Intent Administration Costs (hereinafter collectively "Project Soft Costs") and which shall not exceed 16% of the Project Costs, unless the TSA increases such ceiling for reimbursement of all Project Soft Costs, in which case, the Project Soft Costs shall not exceed such increased ceiling of the Project Soft Costs;

(b) Design costs incurred on or after October 1, 2007;

(c) EDS in-line checked baggage construction costs, which include, but shall not be limited to:

(i) demolition (infrastructure or baggage system related, including demolition of the existing system)

(ii) Baggage Handling System ("BHS") infrastructure upgrades, platforms, catwalks located within the EDS screeming matrix area;

(iii) BHS: that portion located within the EDS screening matrix area, including redesign and upgrading of conveyors to support the integration of the screening matrix only;

(iv) on-screen resolution (OSR) Room, Checked Baggage Resolution Area (CBRA);

(v) acoustical treatment in OSR and CBRA;

(vi) electrical infrastructure (cabling, control panels) and basic lighting fixtures for the CBIS, CBRA, and OSR:

(vii) telephone systems/pager systems for the TSA, CBRA and OSR only;

(viii) heating, ventilation, air conditioning (HVAC) environmental requirements for CBIS, OSR Room, CBRA and EDS Network equipment room.

(d) Project costs not considered reimbursable under the MOA include:

(i) employee break rooms, administrative office space and restrooms;

(ii) aesthetic architecture enhancements;

(iii) maintenance, repair parts or spare parts for Airport Terminal improvements include the baggage handling conveyor components installed under this Project;

(iv) extended warranties beyond one (1) year;

(v) maintenance of baggage conveyor system;

(vi) profit or corporate G&A costs to the PANYNJ.

(viii) costs incurred by the PANYNJ and/or designee, its contractors or agents to perform work not allocable with the TSA approved design or TSA's Planning Guidelines and Design Standards for CBIS.

Notwithstanding anything contained in Paragraph 12(d) above or elsewhere in this Agreement to the contrary, the Port Authority shall not agree with the TSA or another party that costs which are not Allowable Costs hereunder (or costs similar to those listed in Paragraph12(d)) are reimbursable to a party with whom the Port Authority may enter into an agreement for the performance of the work related to any portion of the Project, unless the Port Authority also agrees, at such time, to allow for such costs to be reimbursable to the Lessee under the terms of this Agreement, in which case such costs shall be considered Allowable Costs under this Agreement and deleted from Paragraph 12(d) above. Further, if the Port Authority and the TSA agree that additional costs not listed in Paragraph 12(a)-(c) above are Allowable Costs, then such costs shall be reimbursable to the Lessee and considered "Allowable Costs" under this Agreement.

13 It is specifically understood and agreed that notwithstanding anything to the contrary herein, all costs and expenses of the Work (the "***Cost of the Work***") shall be borne fully and solely by the Lessee without reimbursement or payment by the Port Authority except to the extent federal funds have been paid to the Port Authority by the TSA and except to the extent provided for herein with respect to, and properly includable in, the Cost of the Work, and also subject to the limitations set forth in Paragraph 14 of this Supplemental Agreement, and Articles IV and IX of the MOA.

14. Except as hereinafter provided in Paragraph 14(f), if, and only if, and to the extent the Port Authority receives payment from the TSA for the Work, or a portion or portions thereof, pursuant to Article IX of the MOA, the Port Authority shall, within thirty (30) days of receipt of such payment from the TSA for the Work, reimburse the Lessee for the Cost of the Work for the applicable portion of the Work from the federal funds paid by TSA pursuant to the MOA in accordance with the following:

(a) After completion of each portion the Work for which the Lessee is seeking reimbursement in excess of the Threshold Invoice Amount, the Lessee shall deliver to the Port Authority an invoice with respect to each such portion of the Work, and each such invoice shall be signed by a responsible fiscal officer of the Lessee, sworn to before a notary public and which shall set forth a representation by the Lessee that it

will apply the reimbursement payment made by the Port Authority from the federal funds received by the Port Authority from the TSA only to the Cost of the Work applicable to that portion of the Work, and for no other purpose or purposes whatsoever, and shall contain and have attached thereto all of the invoices and other documentation and items required to be attached thereto as described in this Paragraph 14, and under Article V Article IX of the MOA (each such invoice being hereinafter referred to as the "***Invoice***"). From and after the date hereof, the first sentence beginning with the words "In accordance with "appearing in Paragraph 1 of Supplement No. 5 to the Lease is hereby deleted, and the Lessee shall no longer be restricted to submit no more than five Certificates, as defined in subparagraph (a) of Paragraph 15 appearing in Supplement No. 4 to the Lease. In addition, and without limiting any other requirements of this Paragraph 14, each Invoice,

(i) shall contain the Lessee's certification as to each of the amounts, payments and expenses and costs contained therein and that the same constitute the final statement of the Cost of the Work with respect to the portion of the Work covered by such Invoice in accordance with and as described and defined in Paragraph 8 above;

(ii) shall also have attached thereto reproduction copies or duplicate originals of the invoices of the independent contractors of the Lessee for the Cost of the Work that has been incurred and paid by the Lessee, and for such invoices an acknowledgment by the said independent contractors of the receipt by them of such amounts and payments, and such invoices shall also conform with all of the requirements set forth in Article IX of the MOA;

(iii) shall contain the Lessee's certification that the Work or portion of the Work for which payment is requested has been accomplished and that the amounts requested have been paid to the Lessee's contractors, and, subject to the concurrence of the Port Authority, that said work is in place and has a value of not less than the amount(s) requested to be paid to the Lessee by the Port Authority;

(iv) shall set forth the total cumulative payments made by the Lessee as aforesaid from the commencement of the Work to the date of the Invoice;

(v) shall set forth by itemization and reference to each contract, and cumulatively the amounts of retainage, if any with specific identification as to the applicable contract;

(vi) shall contain the Lessee's certification that the entire and complete Cost of the Work for the portion of the Work covered by such Invoice has been paid by the Lessee; that there are no outstanding liens, mortgages, conditional bills of sale, or other encumbrances of any kind with respect to the Work; and that to Lessee's knowledge there are no unpaid claims of any kind whatsoever with respect thereto, except any unpaid claims being contested by the Lessee or its contractors in good faith and by appropriate proceedings.

(vii) shall contain a certification by the Lessee that the portion of the Work covered by the Invoice has been performed and completed strictly in accordance with the terms of this Supplemental Agreement, the Terminal One Lease, the Tenant Alteration Applications and the MOA;

(viii) 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 Work or portion of the Work, as applicable;

(ix) 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 Lessee or any contractor, architect, engineer or other consultant of the Lessee;

(x) shall also contain such further information and documentation with respect to the Cost of the Work, as the TSA at any time and from time to time may require;

(xi) shall have attached thereto true copies of the items described in subparagraph (b) below and required under the last sentence of subparagraph (b);

(xii) only as it relates to Lessee's last and final Invoice for the Work, shall contain the Lessee's certification that the portion of the Work covered by the Invoice, together with the portions of the Work previously covered by all previous Invoices, have been successfully completed and accepted by the TSA pursuant to Article VII of the MOA, as applicable, and Paragraph 9 above and has been installed in accordance with the TSA Checked Baggage Inspection System Performance Criteria and technical specifications for the EDS baggage screening equipment;

(xiii) shall contain the Lessee's certification that the Invoice conforms with the Common Rule and 49 CFR Part 18; and

(xiv) shall contain the Lessee's certification and warranty that the Invoice is complete and proper for delivery by the Port Authority to TSA for purposes of payment by TSA to the Port Authority of federal funds under Article IX of the MOA, and that the Invoice is in accordance with all of the requirements and provisions of the MOA and all applicable governmental regulations.

(xv) shall have attached thereto a duplicate set of "as built" drawings for the entire work, in accordance with Paragraph 6 above, when the portion of the Work covered by the final Invoice submitted by the Lessee has been successfully completed and accepted by the TSA and the Port Authority pursuant to Article VII of the MOA and Paragraph 6 above.

(b) In addition to and without limiting any term or provision of the Terminal One Lease, it is hereby expressly agreed that the Port Authority shall have, and the Lessee hereby conveys to the Port Authority all rights, titles or interests of the Lessee in and to the full and unrestricted ownership, 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 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 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 Lessee for the Work, or of any portion thereof, shall reflect and or provide for the foregoing, except for any contract, purchase order, consultant agreement, architectural agreement, or any other type of agreement entered into by or on behalf of the Lessee for the Work, prior to the date of this Supplemental Agreement. It is further hereby expressly agreed that if the applicable contract or other agreement gives to the Lessee 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 Lessee 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.

(c) In addition to and without limiting the foregoing, and in addition to any and all other information required to be submitted pursuant to Sections 18 and 23 of the Terminal One Lease, as herein amended, the Lessee shall promptly furnish to the Port Authority information concerning budget, costs, costs estimates, timing and scheduling of construction of the Work and each portion of the Work (and any other information concerning the Work or any Invoice given in respect thereof), as may be reasonably requested by the Port Authority at any time and from time to time with respect to the Cost of the Work, including, but not limited to, the following:

(i) Reports of the construction manager hired by the Lessee and reports of the Lessee's architect, which reports must contain reports as to activity conducted in connection with the Work on a continuing basis from the commencement of the Work to the date of submission;

(ii) A certification signed by the Lessee's licensed architects or licensed professional engineers that each portion of the Work is in compliance with the plans and specifications therefor as approved by the TSA and the Port Authority;

(iii) Accurate, readable and complete copies of all change estimates, change orders, extra work authorizations, design change authorizations, and purchase orders in connection with the Work,

(iv) True copies of any and all reports and schedules of any type submitted or kept, or required to be submitted or kept, by the Lessee or any contractor, architect, engineer or other consultant of the Lessee; and

(v) True copies of any and all of the items described in and required under subparagraph (c) above.

(d) (i) Within thirty (30) days after the delivery by the Lessee to the Port Authority of a duly and properly submitted Invoice, provided that such Invoice is complete and proper in form and content for submission to TSA in accordance with Article IX of the MOA the Port Authority will use commercially reasonable efforts to submit the Invoice to TSA, accompanied by the appropriate Port Authority invoices based on the Invoice pursuant to the MOA, and with respect to the final Invoice, together with the "as built" drawings and documentation to be provided by the Lessee. In the event the Port Authority determines that the Invoice is not in form and content complete or proper for delivery to TSA, the Port Authority shall promptly so notify the Lessee.

(ii) Within thirty (30) days) after the Port Authority has received payment from TSA of federal funds for the portion of the Work covered by the Invoice pursuant to Article IX of the MOA, the Port Authority will make payment to the Lessee of the amounts paid by the Lessee for the Cost of the Work as certified in, and for the portion of the Work covered by, such Invoice, subject to the limitations stated in Article IX of the MOA including, but not limited to the retainage by the TSA of Ten Percent (10%) of each Invoice submitted by the Lessee until the baggage screening system has successfully passed the TSA EDS systems test and defects, if any, have been corrected, as set forth in Article VII of the MOA, and including, but not limited to, the limitations and conditions set forth in subparagraphs (a) through (c) above, in this subparagraph (d), and subparagraphs (e) and (f) below (each such amount for each portion of the Work for which an Invoice is submitted, the "***Reimbursement Amount***"). It is understood that in the event the Port Authority receives any notice or instruction from the TSA directing against all or a portion of a payment to the Lessee, the Port Authority shall not make all or a portion, as applicable, of such payment to the Lessee, of the Cost of the Work. For the avoidance of doubt, only the TSA shall withhold retainage in respect of the Invoices; provided, however, nothing contained herein shall preclude the Lessee from withholding retainage from its contractor(s).

(iii) It is hereby agreed and understood that in paying the Reimbursement Amount the Port Authority shall be relying on the truth and accuracy of each of the Invoices and the Lessee's certifications and representations therein. No such payment by the Port Authority of the Reimbursement Amount shall constitute any waiver of claims or release by the Port Authority against the Lessee 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.

(e) (i) Notwithstanding anything to the contrary contained herein, in the event the Lessee shall be in default under any term or provision of this Supplemental Agreement with respect to the Project, the Port Authority shall have the right, in its discretion, which shall not be exercised in an arbitrary or capricious manner, to withhold payment to the Lessee until such default is fully cured to the satisfaction of the Port Authority, unless such withholding is prohibited by federal law or by the TSA, in which case the Port Authority shall not exercise such right to withhold; provided, that, if the amount to be withheld is associated with the default, such amount shall be based on a good faith estimate by the Port Authority of its exposure resulting from such default; provided, further, no payment or withholding of a payment shall be or be deemed to have waived any rights of the Port Authority with respect to the termination of the Terminal One Lease or to a default by the Lessee under any term or provision thereof or to the withholding or payment of future payments.

(ii) In addition to and without limiting the foregoing provisions and without limiting or impairing or waiving any other right or remedy of the Port Authority under this Supplemental Agreement or the Terminal One Lease, or otherwise, the Port Authority shall have the right, in its discretion, which shall not be exercised in an arbitrary or capricious manner, to withhold from the Reimbursement Amount the amounts of any or all items contained in the Invoice in any one or more of the following events or upon any of the following bases relating to the Work (it being agreed, however, that the amount of any such withholding shall be estimated in good faith by the Port Authority to be the exposure to the Port Authority associated with such item or items and that any amount withheld shall be released to the Lessee when such item or items have been resolved to the satisfaction of the Port Authority, which determination shall not be exercised in an arbitrary or capricious manner), and the Port Authority shall notify the Lessee of the same and the basis therefor:

(1) Any contractor or other person included or covered by the Invoice is in default or under a notice of termination with respect to its contract or agreement, or has not complied with all of the applicable terms or provision of its contract or agreement;

(2) The Invoice, or any of the certifications and documentation and other items required to be contained therein, attached thereto or submitted therewith is not in accord with the terms of this Supplemental Agreement, the Terminal One Lease, or the applicable contract, or is not complete or is otherwise improper or inadequate, or the same fails to include or omits required items;

(3) Inadequate or defective work or work not in accordance with this Supplemental Agreement, the Terminal One Lease or the approved Tenant Alteration Applications or the approved plans and specifications, or materials and equipment are not properly stored or protected;

(4) Claims related to the Work made by the Port Authority, the TSA, the Government of the United States of America or a *qui tam* person (as defined in

Paragraph 30(a)(2)(i) of this Supplemental Agreement) against a contractor included in such Invoice which are outstanding;

(5) Failure of the Lessee to make payments to the contractor in connection with the Work;

(6) Work not performed but which was included in the Invoice;

(7) Any notice, claim or allegation made by any governmental authority of violation or non-compliance by the Lessee of any Environmental Requirements with respect to the Work or any portion thereof;

(8) Materials or supplies delivered to Terminal One but not incorporated in the realty; and

(9) Any contents of the Certificate not substantiated by any Port Authority inspection or audit (but the Port Authority shall have no obligation to conduct any such inspection or audit).

(f) The entire obligation of the Port Authority under this Supplemental Agreement to reimburse the Lessee for the Cost of the Work is conditioned upon the payment to the Port Authority by TSA pursuant to the MOA of the Cost of the Work and conditioned upon the prior payment to the Port Authority of the Cost of the Work or portion of the Work to be reimbursed, and shall be limited in amount to the actual amount received by the Port Authority from the TSA under Article IV of the MOA; and the Total Reimbursement Amount for the Work and all portions of the Work shall not in any event exceed the Project Reimbursement Amount. The said obligation of the Port Authority to pay each Reimbursement Amount and the Project Reimbursement Amount to the Lessee is also expressly conditioned on the authorization by the Lessee, hereby given, to the Port Authority for the submission by the Port Authority to the TSA of each Invoice for purposes of payment by the TSA of federal funds for the Cost of the Work and as to each portion of the Work, and on the warranty by the Lessee to the Port Authority that each such Invoice is proper and complete for such purposes. Notwithstanding anything to the contrary contained in this Agreement, other than with respect to the terms and conditions set forth in this Paragraph 14, the Port Authority shall not have any responsibility or liability to the Lessee or any other person, and the Lessee shall not have any claim against the Port Authority for any cost or expense of or relating to the Work, or any part thereof, or for any failure or refusal of the TSA to make payment for the Work or any part thereof, or any failure of the TSA to perform or complete the Project or any portion thereof. The Port Authority and the Lessee agree to work in good faith in the performance of their respective obligations under this Supplemental Agreement.

Without in any way limiting the foregoing, the Port Authority shall work cooperatively with the Lessee in connection with the payment by the TSA of the Reimbursement Amounts. Further, the Port Authority shall not agree to an amendment to the MOA that

would materially, adversely affect the Lessee's Work or the TSA's reimbursement obligation, as it relates to the Lessee's Work, it being agreed that amendments to the MOA that affect projects other than the Project, are not covered by this provision..

Prior to exercising its right of termination under Article XV of the MOA, the Port Authority hereby agrees that it shall resolve all disputes affecting the Lessee's right to receive payments for the Project with the TSA pursuant to the dispute resolution provision set forth in Article XIV of the MOA. If a dispute between the TSA and the Port Authority cannot be resolved through such negotiations, the Port Authority shall, immediately upon conclusion of such negotiations, submit the dispute to the Office of Dispute Resolution for Acquisition ("ODRA"). Following the final decision by ODRA, and, if the Lessee so requests, the Port Authority shall submit such final agency action to judicial review in accordance with 49 U.S.C. 46110. The Lessee hereby agrees to pay the Port Authority's reasonable out-of pocket expenses for such judicial review, including the reasonable costs for the Port Authority's attorneys and outside counsel, as appropriate. The Port Authority shall not terminate the MOA during the pendency of the proceedings described in this subparagraph. In the event, upon the conclusion of such proceedings, the Port Authority shall elect to terminate the MOA, pursuant to Article XV of the MOA, the Port Authority shall provide the Lessee no less than ninety (90) days' prior written notice of its intent to terminate the MOA for cause.

Without limiting the other provisions of this Section 14(f), if the MOA is terminated for any reason prior to the completion of the Project, or the Lessee and the Port Authority, together, reasonably expect that sufficient federal funding would not be available for completion of the Project, then at the Lessee's option, the Lessee may cease the performance of the Work, or proceed with the Work at Lessee's sole risk, cost and expense. In the event that the Lessee elects to cease the performance of the Work, the Lessee shall: (i) take such steps in winding down the Work as may be required by the MOA, to ensure that the Work already in place, as well as any areas affected by such Work, shall not be left in a condition unsafe so that there is possibility of injury or damage to life or property, and (ii) have the option to: (x) continue in occupancy of the Additional Premises, subject to the approval of the Port Authority for any new or additional use of said premises, or (y) enter into a surrender agreement, reasonably acceptable to the Lessee and the Port Authority, pursuant to which the Lessee shall surrender the Additional Premises to the Port Authority, and in such case, the Lessee shall have the right, at its option, to remove all improvements made to the Additional Premises or surrender the Additional Premises with improvements constructed thereon. The Port Authority shall not be responsible for the cost of removal of any improvements made by the Lessee at the Additional Premises or for any costs associated with winding down the Work.

If the Lessee chooses to proceed with the Work, as provided above, it shall notify the TSA of its intention to do so, and seek the TSA's approval, if so required, to proceed with the Work. In such case, unless otherwise directed by the TSA, the Lessee shall continue to perform the Work in accordance with the requirements set forth herein as well as with the terms and conditions of the MOA. The Port Authority shall have no further

responsibilities to the Lessee in connection with the payment by the TSA of Reimbursement Amounts to the Lessee, if any, or otherwise.

(g) The foregoing provisions with respect to submissions by the Port Authority to the TSA shall extend and apply only to Invoices submitted to the Port Authority by the Lessee prior to any expiration or termination of the Terminal One Lease.

15. In addition to and without limiting any other right or remedy of the Port Authority or of TSA under this Supplemental Agreement, the Terminal One Lease, the MOA or otherwise, 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 each Invoice called for in Paragraph 14 hereof, the books and records and other data of the Lessee relating to the Cost of the Work, as aforesaid, or any portion thereof, and any and all invoices covering or relating to the Work or any portion thereof and the actual, original cancelled checks of the Lessee, or microfiche copies (front and back) of said cancelled checks as supplied to the Lessee by the drawee bank(s) covering the Work or any portion thereof or any invoice or invoices with respect thereto; it being specifically understood that the Port Authority shall not be bound by any prior audit or inspection conducted by it or the TSA. The Lessee agrees to keep such books, records and other data within the Port of New York District, or, on the condition that the Lessee shall pay to the Port Authority all travel costs and expenses as determined by the Port Authority for the Port Authority auditors and other representatives in connection with any audit at locations outside the Port of New York District, the Lessee may maintain said records and books and make them available to the Port Authority at the Lessee's principal office, which currently is located at Terminal One, John F. Kennedy International Airport, Jamaica, New York 11430. The Lessee shall not be required to maintain any such books, records and other data for more than seven (7) years after it has delivered the Invoice called for under subparagraph (c) above; unless they are material to litigation initiated within that time, in which event they shall be preserved until the final determination of the controversy.

16. If the Lessee has included in any portion of the Cost of the Work any item as having been incurred, but which in the opinion of the Port Authority, which opinion shall not be exercised in a capricious or arbitrary manner, was not so incurred, or which in the opinion of the Port Authority, which opinion shall not be exercised in a capricious or arbitrary manner, if so incurred is not an item properly chargeable to such element of cost under sound accounting practice or to the Cost of the Work, or does not represent an appropriate division of the costs of a particular contract which are required to be designated according to time of performance or delivery, and the parties have been unable to resolve their differences within ninety (90) days after Port Authority gave its notice objecting to the same, the Port Authority's decision as to the nature of the item of construction cost shall be final. The Port Authority hereby agrees that it shall not act in an arbitrary or capricious manner when rendering its final decision with respect to such unresolved differences.

17. (a) In the event that a Port Authority audit, or an audit by the TSA or any agency of the Government of the United States of America, shall disclose that amounts paid by the Port Authority exceed the Cost of the Work, or are otherwise improper or not in accord with the MOA or this Supplemental Agreement, based upon certificates or otherwise, then, upon ten (10) days demand, the Lessee shall immediately pay to the Port Authority an amount equal to the excess amount paid by the Port Authority; and from and after the date of such payment to the Port Authority the Reimbursement Amount shall be reduced by the amount of such payment. The foregoing shall not be or be deemed to be any limitation, impairment or waiver of any other right or remedy of the Port Authority under this Supplemental Agreement, the Terminal One Lease, the MOA or otherwise.

(b) In the event that a Port Authority audit, or an audit by the TSA or any agency of the Government of the United States of America, shall disclose that the Lessee has expended in the Cost of the Work under Paragraph 12 hereof amounts which tMOAl less than the amounts that the Lessee has been paid hereunder, then, upon demand of the Port Authority, the Lessee shall immediately pay to the Port Authority an amount equal to the difference between the amounts expended by the Lessee as disclosed by the Port Authority audit, or an audit by the TSA or any agency of the Government of the United States, as the case may be, and the amount previously paid hereunder to the Lessee, less any such amount, or portion thereof, which the Lessee shall have already repaid to the Port Authority, and effective from and after such date of repayment the Project Reimbursement Amount shall be reduced by the amount of such repayment.

18. It is hereby understood and agreed that nothing herein shall or shall be deemed to be for the benefit of any contractor of the Lessee, or any other person or entity not a signatory to this Supplemental Agreement.

19. No Commissioner, director, officer, agent, partner or employee of either party shall be charged personally or be held contractually liable by or to the other party under any term or provision of this Supplemental Agreement or because of any breach thereof or because of its or their execution or attempted execution.

20. (a) (i) In addition to its obligations under Paragraph 2 hereof, the Lessee in its own name as insured and also including the Port Authority as an additional insured including without limitation for premises-operations and products-completed operations, shall procure and maintain Commercial General Liability insurance including coverage for premises operations, products completed operations, independent contractors, explosion, collapse and underground property damage, with a broad form property damage endorsement, and with said insurance to contain a contractual liability endorsement covering the risks set forth in Paragraph 2 hereof. The Commercial General Liability Insurance policy shall have a limit of not less than $10,000,000 combined single limit per occurrence for bodily injury liability and property damage liability. The Lessee may provide such insurance by requiring each contractor engaged by it for the Work to procure and maintain such insurance including such contractual liability endorsement, said insurance, whether procured by the Lessee or by a

contractor engaged by it as aforesaid, not to contain any care, custody or control exclusions, and not to contain any exclusion for bodily injury to or sickness, disease or death of any employee of the Lessee or of any of its contractors which would conflict with or in any way impair coverage under the contractual liability endorsement. The said policy or policies of insurance shall not be limited to the obligations of the Lessee and of its contractors pursuant to Paragraph 2 of this Supplemental Agreement but shall cover all claims and demands, just or unjust, of third parties (including employees, officers and agents of the Port Authority) arising or alleged to arise out of or in connection with the performance of the Work or based upon any of the risks assumed by the Lessee in this Supplemental Agreement or any breach of this Supplemental Agreement by the Lessee and for the defense of all such claims and demands.

(ii) The Lessee, or its contractors, shall procure and maintain Commercial Automobile Liability Insurance covering owned, non-owned and hired vehicles, in limits not less than $2,000,000 combined single limit per accident for death, bodily injury and property damage.

(iii) Without limiting the provisions hereof, in the event the Lessee maintains, or its contractors maintain, the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an insured to the full extent of all such insurance in accordance with all the terms and provisions hereof.

(iv) All of the aforesaid policy or policies shall provide or contain an endorsement providing that the protections afforded the named insured thereunder with respect to any claim or action against the named insured by a third person shall pertain and apply with like effect with respect to any claim or action against the Lessee or its contractors by the Port Authority, and shall also provide or contain an endorsement providing that the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Lessee or its contractor(s) shall be the same as the protections afforded the named insured thereunder with respect to any claim or action against the named insured by a third person as if the Port Authority were the named insured thereunder; but such provision or endorsement shall not limit, vary or affect the protections afforded the Port Authority thereunder as an insured.

(b) In addition to the foregoing, the Lessee shall procure and maintain Worker's Compensation and Employer's Liability Insurance as required by law.

(c) The insurance required hereunder shall be maintained in effect during the performance of the proposed Work. 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 upon the execution of this Supplemental Agreement by the Lessee and delivery thereof 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 or terminated, or changed or modified as it applies to the Port Authority, without giving thirty (30) days written advance notice thereof to the

Port Authority. Each such copy or certificate shall contain an additional endorsement providing that the insurance carrier shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. The aforesaid insurance shall be written by a company or companies approved by the Port Authority, the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Lessee shall promptly obtain a new and satisfactory policy in replacement, the Port Authority agreeing not to act unreasonably hereunder.

21. Without limiting any term or provision hereof, the Lessee hereby acknowledges that portions of Terminal One upon which the Work is to be performed may involve active roadway areas and/or operations areas at the Airport, and, accordingly the Lessee in its performance of the Work shall at all times use its best efforts to complete the Work as quickly as possible and, further, shall use its best efforts and take all necessary precautions, including without limitation, compliance with all requirements, if any, of the applicable governmental authorities and all requirements of the Port Authority, to ensure the safety of operations on said areas to protect all persons and property at the Airport and to ensure that the Lessee and its contractors shall not disrupt or interfere with normal Airport operations.

22. The Lessee, in its operations under this Supplemental Agreement and in the performance of the Work, shall not exacerbate the environmental condition of the Premises or the Airport or interfere with any environmental clean-up or remediation work being performed at the Premises whether by the Port Authority or others. Performance by the Lessee of the Work and use by the Lessee of the EDS, the ETD and the CBIS shall be subject to the terms and conditions of this Supplemental Agreement and the Terminal One Lease, and without limiting the foregoing, in conformance with all Environmental Requirements.

23. (a) The Lessee shall be fully responsible, at its sole cost and expense and in accordance with all applicable Environmental Requirements, as hereinafter defined in Paragraph 29, for the disposition of any Hazardous Substance in soils, waters or other material excavated or removed in the performance of the Work in accordance with the terms and conditions of the Terminal One Lease.

(b) Title to any soil, dirt, sand, asbestos or other material on the Premises or the Airport removed or excavated by the Lessee during the course of the Work shall vest in the Lessee upon the removal or excavation thereof and shall delivered and deposited by the Lessee at the Lessee's sole cost and expense to a location off the Airport in accordance with the terms and conditions of this Supplemental Agreement, the Terminal One Lease and the MOA, and all applicable Environmental Requirements

(including, if required, disposal of asbestos in a long-term disposal facility at the Lessee's sole cost and expense) and all in a manner reasonably satisfactory to the Port Authority.

(c) In the event any Hazardous Substance is discovered in the performance of the Work, the Lessee in reporting such Hazardous Substance shall direct such report to the attention of such individual at the subject governmental authority as the General Manager of the Airport shall require in order to assure consistency in the environmental management of the Airport, provided, however, notwithstanding the foregoing in no event shall the Lessee be required by this subparagraph (c) to violate any Environmental Requirement.

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

24. The Lessee shall not dispose of, release or discharge nor permit anyone to dispose of, release or discharge any Hazardous Substance on the Premises or at Airport in connection with its operations under this Supplemental Agreement or in the performance of the Work. Any Hazardous Substance disposed of, released or discharged by the Lessee or permitted by the Lessee to be disposed of, released or discharged at the Premises or at the Airport in connection with its operations under this Supplemental Agreement or in the performance of the Work shall be completely removed and/or remediated by the Lessee by methods and procedures satisfactory to and approved by the Port Authority.

25. In the performance of the Work the Lessee shall not employ any contractor nor shall the Lessee or any of its contractors employ any persons or use or have any equipment or materials or allow any condition to exist if any such shall or, in the opinion of the Port Authority, may cause or be conducive to any labor troubles at the Airport which interfere, or in the opinion of the Port Authority are likely to interfere with the operations of others at the Airport or with the progress of other construction work thereat. The determinations of the Port Authority shall be conclusive to the Lessee. Upon notice from the Port Authority, the Lessee shall immediately remove such contractor or withdraw or cause its contractors to withdraw from the Airport, the persons, equipment or materials specified in the notice and replace them with unobjectionable contractors, persons, equipment and materials and the Lessee shall or shall cause its contractor to immediately rectify any condition specified in the notice.

26. The Lessee shall, if requested by the Port Authority, take all reasonable measures to prevent erosion of the soil and the blowing of sand during the performance of the Work, including but not limited to the fencing of the area where the Work is

performed or portions thereof or other areas and the covering of open areas with asphaltic emulsion or similar materials as Port Authority may direct.

27. In connection with the performance of the Work, the Lessee shall be responsible for identifying the location of all utilities and shall prior to the commencement of any of the Work coordinate the Work with the Location of Subsurface Utilities toll free information service (1-800-272-1000) and ascertain the location of underground utilities, if any, at the Premises. The Lessee shall provide the Port Authority with the written evidence of such coordination.

28. All notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by certified or registered mail. Until further notice, the Port Authority hereby designates its Executive Director and the Lessee designates its President , (Insert Name) as their respective representatives upon whom notices may be served, and the Port Authority designates its office at 225 Park Avenue South, New York City, New York 10003, and the Lessee designates its office at Terminal One, John F. Kennedy International Airport, Jamaica, New York 11430, as their respective offices where notices may be served. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the certified or registered mailing thereof.

29. The Lessee agrees to provide the General Manager of the Airport with copies of all information, documentation, records, correspondence, notices, certifications, reports, test results and all other submissions provided by the Lessee to a governmental authority and by a governmental authority to the Lessee with respect to the Work and any Environmental Requirements pertaining to the Lessee' obligations under this Supplemental Agreement within five (5) business days that the same are made available to or received by the Lessee.

For the purposes of this Supplemental Agreement, the following terms shall have the respective meanings provided below:

(a) "***Environmental Requirement***" shall mean in the singular and "***Environmental Requirements***" shall mean in the plural all common law and all past, present and future laws, statutes, enactments, resolutions, regulations, rules, directives, ordinances, codes, licenses, permits, orders, memoranda of understanding and memoranda of agreement, guidances, approvals, plans, authorizations, concessions, franchises, requirements and similar items of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof, all pollution prevention programs, "***best management practices plans***", and other programs adopted and agreements made by the Port Authority (whether adopted or made with or without consideration or with or without compulsion), with any government agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof, and all

judicial, administrative, voluntary and regulatory decrees, judgments, orders and agreements relating to the protection of human health or the environment, and in the event that there shall be more than one compliance standard, the standard for any of the foregoing to be that which requires the lowest level of a Hazardous Substance, the foregoing to include without limitation:

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

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

(b) "***General Manager of the Airport***" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the said General Manager by this Supplemental Agreement; but until further notice from the Port Authority to the Lessee it shall mean the General Manager (or the temporary or acting General Manager) of the Airport for the time being, or his duly designated representative or representatives.

(c) "***Hazardous Substance***" shall mean and include in the singular and "***Hazardous Substances***" shall mean and include in the plural any pollutant, contaminant, toxic or hazardous waste, dangerous substance, noxious substance, toxic substance, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, polychlorinated biphenyls ("***PCBs***"), radon, chemicals known to cause cancer, endocrine disruption or reproductive toxicity, petroleum and petroleum products, fractions, derivatives and constituents thereof, of any kind and in any form, including, but not limited to, oil, petroleum, fuel, fuel oil, sludge, crude oil, gasoline, kerosene, and mixtures of, or waste materials containing any of the foregoing, and other gases, chemicals, materials and substances which have been or in the future shall be declared to be hazardous or toxic, or the removal, containment or restriction of which have been or in the future shall be required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling or ownership of which have or in the future shall be restricted, prohibited, regulated or penalized by any federal, state, county, or municipal or other local statute or law now or at any time hereafter in effect as amended or supplemented and by the regulations adopted and publications promulgated pursuant thereto.

30. No entity shall be a third party beneficiary of this Supplemental Agreement.

31. (a) (1) The Lessee hereby acknowledges and agrees that if any failure of the Lessee to comply with the terms, conditions and provisions of this

Supplemental Agreement and its attachments results in a demand being made by the TSA or the Government of the United States of America arising out of or relating to the MOA or the Project, or claims made in connection therewith, for the Port Authority to make a payment to the TSA or the Government of the United States of America, as applicable, and if the Lessee thereafter fails, within ten (10) days after the Lessee's receipt of written notice from the Port Authority advising the Lessee of such demand made upon the Port Authority, to make payment to the Port Authority of the amount so demanded from the Port Authority by the TSA or the Government of the United States of America (except to the extent any such demand is retracted by the TSA or the Government of the United States, as applicable, within such ten (10) day period), then such failure shall constitute a material breach of the Terminal One Lease, as herein amended thus giving rise to all of the Port Authority's rights and remedies thereunder.

(2) (i) For the purposes of this Paragraph 31 and Paragraph 18(e)(ii)(4) of this Supplemental Agreement, the term "*qui tam* person" shall mean and include each "person" as described in 31 U.S.C.§ 3730 (b)(1) who may assert a claim or demand under and pursuant to the provisions of the Federal False Claims Act (31 U.S.C. §3729), or any successor or similar statute.

(ii) The Lessee hereby acknowledges and agrees that if any failure of the Lessee to comply with the terms, conditions and provisions of this Supplemental Agreement and its attachments results in a demand being made by any *qui tam* person arising out of or relating to the MOA or the Project, or claims made in connection therewith, for the Port Authority to make a payment to any *qui tam* person, and if the Lessee thereafter fails, within ten (10) days after the Lessee's receipt of written notice from the Port Authority advising the Lessee of such demand made upon the Port Authority, to contest such demand through appropriate legal or other proceedings as determined by the Port Authority, subject to and in accordance with the provisions of subparagraphs (a)(2)(iii), (iv), (v) and (vi) of this Paragraph (except to the extent that the Lessee satisfies such demand or portion thereof by making payment to the Port Authority in respect thereof within such ten (10 day period), and if the Lessee so contests such demand, the Lessee shall, within such ten (10) day period, either, at the election of the Port Authority (x) deposit into escrow (on terms approved, and with the escrow agent designated, by the Port Authority) the amount of such demand, or (y) cause to be delivered to the Port Authority a clean irrevocable letter of credit in the amount of such demand pursuant to the terms set forth in the exhibit attached hereto and hereby made a part hereof as "Exhibit C," to be held by the Port Authority until the final adjudication, settlement or other resolution of such demand, and to pay the amount of such demand in accordance with such final adjudication, settlement or other resolution, then such failure shall constitute a material breach of the Terminal One Lease, as herein amended, thus giving rise to all of the Port Authority's rights and remedies thereunder.

(iii) Except as set forth in subparagraph (a)(2)(v) of this Paragraph, in the event the Lessee shall not have made payment to the Port Authority of the amount demanded from the Port Authority by any *qui tam* person, and elects to contest such a demand by a *qui tam* person in accordance with the provisions of

subparagraph (a)(2)(ii) of this Paragraph, the Lessee shall at its own cost and expense contest each and every such demand by a *qui tam* person with counsel reasonably satisfactory to the Port Authority, and in contesting such a demand by a *qui tam* person, the Lessee 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, provided, however, the Port Authority shall have the right at its election to either (x) participate in such contest or settlement with its own counsel and at its sole expense except as set forth in subparagraph (a)(2)(v) of this Paragraph, but the Lessee shall have the control of the contest, judgment and settlement or (y) upon notice to the Lessee relieve the Lessee from the obligation to contest such demand by a *qui tam* person and itself contest such demand at its sole cost and expense except as set forth in subparagraph (a)(2)(iv) of this Paragraph, and the settlement, judgment and satisfaction thereof shall be paid by the Lessee if the Lessee has consented to such settlement, judgment or satisfaction, which consent of the Lessee will not be unreasonably withheld.

(iv) In the event the Lessee shall not have made payment to the Port Authority of the amount demanded from the Port Authority by any *qui tam* person, and having elected to contest such a demand by a *qui tam* person in accordance with the provisions of subparagraph (a)(2)(ii) of this Paragraph shall not have commenced to contest such a demand by a *qui tam* person (including without limitation any defense provided by the Lessee's insurer, contractor or subcontractor) within a reasonable time period after receipt by the Lessee of notice of such demand so as to allow the Port Authority the opportunity and sufficient time to contest such a demand in a timely manner, or if the Lessee, one of its contractors or subcontractors or its insurer shall not use a counsel that is reasonably satisfactory to the Port Authority in contesting such a demand, then upon notice to the Lessee the Port Authority may contest such demand at the sole cost and expense of the Lessee.

(v) In the event the Lessee shall not have made payment to the Port Authority of the amount demanded from the Port Authority by any *qui tam* person, and shall have elected to contest such a demand by a *qui tam* person in accordance with the provisions of subparagraph (a)(2)(ii) of this Paragraph, the Port Authority and the Lessee will reasonably cooperate with each other in contesting such a demand by a *qui tam* person pursuant to the provisions set forth in subparagraph (a)(2) of this Paragraph.

(vi) In the event that the Lessee (including any of its insurance carriers, contractors or subcontractors involved in contesting a demand by a *qui tam* person) has a conflict of interest with the Port Authority or a defense by the Lessee (including without limitation a defense by the Lessee's insurer, contractor or subcontractor) that adversely affects the interests of the Port Authority, then the Lessee shall provide or cause to be provided separate counsel approved by the Port Authority to contest such a demand.

(3) Any payments made to the Port Authority by the Lessee as contemplated by this Paragraph 31 (a) (or pursuant to the applicable provisions of Paragraphs 10(a) or 11 hereof) shall, be paid over by the Port Authority to the TSA, the Government of the United States, or any *qui tam* person, as applicable, unless the Port Authority has previously paid said amount to the TSA, the Government of the United States, or any *qui tam* person, as applicable, in which case the Port Authority shall retain such payment (and if any rebates of any such payment are later made by the TSA, the Government of the United States of America, or any *qui tam* person to the Port Authority, then the amount of any such rebate shall be paid by the Port Authority to the Lessee, unless the Port Authority has previously paid said amount to the Lessee, in which case the Port Authority shall retain such rebate).

(b) The Lessee hereby acknowledges and agrees that if any failure of the Lessee to comply with the terms, conditions and provisions of this Supplemental Agreement and its attachments results in a demand being made by the TSA or the Government of the United States of America or any *qui tam* person arising out of or relating to the MOA or the Project, or claims made in connection thereto, for the Port Authority to perform an obligation arising out of the MOA or the Project (other than a demand to make a payment covered by the provisions of subparagraph (a) of this Paragraph 31, and if the Lessee thereafter fails, within ten (10) days after the Lessee's receipt of written notice from the Port Authority advising the Lessee of such demand made upon the Port Authority, to commence such performance of such demand (and thereafter to continue diligently to perform such demand until such demand is finally resolved), then such failure shall constitute a material breach of the Terminal One Lease, as herein amended, thus giving rise to all of the Port Authority's rights and remedies thereunder.

(c) Nothing contained in this Supplemental Agreement, nor any termination of this Supplemental Agreement, shall release or relieve the Lessee from any of its duties, responsibilities or obligations under the Terminal One Lease and neither the foregoing nor anything in this Supplemental Agreement shall be deemed to limit, diminish, waive or impair the rights and remedies of the Port Authority, and the Port Authority shall have all rights and remedies, legal, equitable and otherwise, with respect to the Terminal One Lease and lease matters covered by this Supplemental Agreement, provided, however, and notwithstanding anything contained herein or in the Terminal One Lease to the contrary, without limiting Lessee's obligation to perform the Work as provided herein, any failure of the Lessee to perform the Work as provided herein or to comply with the terms of this Supplemental Agreement with respect to the Work shall in no event be a breach of or under the Terminal One Lease.

32. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the TSA or the Lessee with any liability, or held liable to it under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution or because of any breach thereof.

33. Except as hereby amended, all of the terms, conditions and provisions of the Lease shall apply.

34. This Supplemental Agreement 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 Lessee and the Port Authority. It is expressly agreed that any and all prior correspondence between or among the parties, or any of them, covering the Work shall be deemed superseded by this Agreement except that all written requirements of the Port Authority given in connection therewith prior to the execution of this Supplemental Agreement shall continue in full force and effect. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in this Supplemental Agreement.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the date above written.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: _____

David Kagan

Title: Assistant Director

Business, Properties & Airport Developments

ATTEST:

Secretary

JOSEPH O. GUTIERREZ

CFO & SECRETARY

TERMINAL ONE GROUP ASSOCIATION, L.P.

By: _____

ARTHUR J. MOLINS

Title: CEO

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

SCHEDULE E

AFFIRMATIVE ACTION-EQUAL OPPORTUNITY---MINORITY BUSINESS ENTERPRISES ---WOMEN-OWNED BUSINESS ENTERPRISES REQUIREMENTS

Part I. Affirmative Action Guidelines - Equal Employment Opportunity

I. As a matter of policy the Port Authority hereby requires the Lessee and the Lessee shall require the Contractor, as hereinafter defined, to comply with the provisions set forth hereinafter in this Schedule E and in Paragraph 4 of the attached Agreement (herein called the "***Agreement***") between the Port Authority and (herein and in the Lease called the "***Lessee***"). The provisions set forth in this Part I are similar to the conditions for bidding on federal government contract adopted by the Office of Federal Contract Compliance and effective May 8, 1978.

The Lessee as well as each bidder, contractor and subcontractor of the Lessee and each subcontractor of a contractor at any tier of construction (herein collectively referred to as "***the Contractor***") must fully comply with the following conditions set forth herein as to each construction trade to be used on the construction work or any portion thereof (said conditions being herein called "***Bid Conditions***"). The Lessee hereby commits itself to the goals for minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions. The Lessee shall likewise require the Contractor to commit itself to the said goals for minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions by submitting a properly signed bid.

II. The Lessee and the Contractor shall each appoint an executive of its company to assume the responsibility for the implementation of the requirements, terms and conditions of the following Bid Conditions:

(a) The goals for minority and female participation expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work are as follows:

(1) Minority participation

Minority, except laborers	30%
Minority, laborers	40%

(2) Female participation

Female, except laborers	6.9%

Female, laborers 6.9%

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 tMOAI work hours performed.

(b) The Contractor shall provide written notification to the Lessee and the Lessee shall provide written notification to the Manager of the Office of Business and Job Opportunity of the Port Authority within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

(c) As used in these specifications:

(1) "***Employer identification number***" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941:

(2) "***Minority***" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(d) Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the construction work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 those provisions which include the applicable goals for minority and female participation.

(e) The Contractor shall implement the specific affirmative action standards provided in subparagraphs (1) through (16) of Paragraph (h) hereof. The goals set forth above are expressed as percentages of the tMOAl hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the premises. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

(f) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations hereunder.

(g) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(h) The Contractor shall take specific affirmative actions to ensure equal employment opportunity ("***EEO***").

The evaluation of the Contractor's compliance with these provisions shall be based upon its good faith efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each phase of the construction project. The Contractor, shall specifically ensure that all foremen, superintendents, and other supervisory personnel at the premises are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at the premises.

(2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its

unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Maintain a current file of the names, addresses and telephone number of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

(4) Provide immediate written notification to the Lessee when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and training programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (2) above.

(6) Disseminate the Contractor's EEO Policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the Contractor's newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the Contractor's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least every six months the Contractor's EEO policy and affirmative action obligations hereunder with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decision including specific review of these items with on-premises supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at the premises. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority

and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations and to State-certified minority referral agencies serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the premises and in areas of a Contractor's workforce.

(11) Tests and other selecting requirements shall comply with 41 CFR Part 60-3.

(12) Conduct, at least every six months, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations hereunder are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least every six months, of all supervisors' adherence to and performance under the Contractors' EEO policies and affirmative action obligations.

(i) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (subparagraphs (1)-(16) of Paragraph (h) above). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraph (h) hereof provided that: the Contractor actively participates in the group, makes good faith efforts to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes good faith efforts to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.

(j) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation hereof if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation hereof if a specific minority group of women is underutilized).

(k) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

(l) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

(m) The Contractor shall carry out such sanctions and penalties for violation of this clause including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered by the Lessee. Any Contractor who fails to carry out such sanctions and penalties shall be in violation hereof.

(n) The Contractor, in fulfilling its obligations hereunder shall implement specific affirmative actions steps, at lease as extensive as those standards prescribed in paragraph (h) hereof so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of these provisions, the Lessee shall proceed accordingly.

(o) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required and to keep records. Records shall at least include for each employee the name, address, telephone numbers,

construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanical apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work is performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(p) Nothing herein provided shall be construed as a limitation upon the application of any laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(q) Without limiting any other obligation, term or provision under the Lease, the Contractor shall cooperate with all federal, state or local agencies established for the purpose of implementing affirmative action compliance programs and shall comply with all procedures and guidelines established or which may be established by the Port Authority.

PART II. MINORITY BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESS ENTERPRISES

As a matter of policy the Port Authority requires the Lessee and the Lessee shall itself and shall require the general contractor or other construction supervisor and each of the Lessee's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the construction work pursuant to the provisions of this Schedule E. For purposes hereof, "Minority Business Enterprise" "(***MBE***)" shall mean any business enterprise which is at least fifty-one 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 tMOAl dollar value of the construction contracts (including subcontracts) covering the construction work are for the participation of Minority Business Enterprises and Women-owned Business Enterprises, of which at least twelve percent (12%) are for the participation of Minority Business Enterprises. Good faith efforts to include meaningful participation by MBEs and WBEs shall include at least the following:

(a) Dividing the work to be subcontracted into smaller portions where feasible.

(b) Actively and affirmatively soliciting bids for subcontracts from MBEs and WBEs, including circulation of solicitations to minority and female contractor associations. The Contractor shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation in the work, including the names and addresses of all MBEs and WBEs contacted and, if any such MBE or WBE is not selected as a joint venturer or subcontractor, the reason for such decision.

(c) Making plans and specifications for prospective construction work available to MBEs and WBEs in sufficient time for review.

(d) Utilizing the list of eligible MBEs and WBEs maintained by the Port Authority or seeking minorities and women from other sources for the purpose of soliciting bids for subcontractors.

(e) Encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors, where appropriate, to insure that the Lessee and Contractor will meet their obligations hereunder.

(f) Insuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis.

(g) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

Certification of MBEs and WBEs hereunder shall be made by the Office of Business and Job Opportunity of the Port Authority. If the Contractor wishes to utilize a firm not already certified by the Port Authority, it shall submit to the Port Authority a written request for a determination that the proposed firm is eligible for certification. This shall be done by completing and forwarding such form as may be then required by the Port Authority. All such requests shall be in writing addressed to the Office of Business and Job Opportunity, the Port Authority of New York and New Jersey, 225 Park Avenue South, New York, New York 10003 or such other address as the Port Authority may specify by notice to the Lessee. Certification shall be effective only if made in writing the Director in charge of the Office of Business and Job Opportunity of the Port Authority. The determination of the Port Authority shall be final and binding.

The Port Authority has compiled a list of the firms that the Port Authority has determined satisfy the criteria for MBE and WBE certification. This list may be supplemented and revised from time to time by the Port Authority. Such list shall be made available to the Contractor upon request. The Port Authority makes no representation as the financial responsibility or such, firms, their technical competence to perform, or any other performance-related qualifications.

Only MBEs and WBEs 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 Lessee

EXHIBIT A

Copy of MOA

MEMORANDUM OF AGREEMENT

BETWEEN

UNITED STATES
DEPARTMENT OF HOMELAND SECURITY
TRANSPORTATION SECURITY ADMINISTRATION

AND

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

RELATING TO

BAGGAGE SCREENING PROJECTS FOR
John F. Kennedy International Airport (JFK)

Negotiated by the TSA pursuant to
Section 44923 of title 49, United States Code, as amended, and Division E, Department of Homeland Security Appropriations Act, 2008 of Public Law 110-161, the Consolidated Appropriations Act, 2008

HSTS04-08-H-CT1236

ARTICLE I – PARTIES

The parties to this Memorandum of Agreement (hereinafter "Agreement" or "MOA") are the United States Department of Homeland Security, acting through the Transportation Security Administration ("TSA"), and The Port Authority of New York and New Jersey ("PANYNJ").

ARTICLE II – LEGAL AUTHORITY

This Agreement is entered into under the authority of section 44923 of title 49, United States Code, as amended, and Division E, Department of Homeland Security Appropriations Act, 2008 of Public Law 110-161, the Consolidated Appropriations Act, 2008.

ARTICLE III – PURPOSE AND PROJECT SCOPE

The purpose of this Agreement is to set forth the terms and conditions, as well as establish the respective cost-sharing obligations and other responsibilities of the TSA and the PANYNJ with respect to the performance of the engineering, design, and integration of baggage Explosive Detection Systems ("EDS") Projects and baggage screening system improvements at the John F. Kennedy International Airport (the "JFK" or "Airport").The objective of the Project is to enhance baggage screening throughput and capabilities at the Airport.

The scope of the Project (the "Project") is:

1. the construction and installation of a Checked Baggage Inspection System ("CBIS") and/or modifications of or to existing CBISs for each Airport Terminal identified below; and

2. the installation of baggage conveyor components, architectural, structural, mechanical, electrical, and telecommunications infrastructure, and a baggage screening matrix (as applicable)

to support the TSA's installation of EDS machines, Explosive Trace Detection ("ETD") resolution area; remote multiplexed On Screen Resolution Room ("OSR")/control room (as applicable); and the installation of hardware and software for use with an in-line EDS application if needed. The Project Area is that area from the baggage insertion point into the EDS screening matrix to the point where screened baggage is re-inserted into baggage makeup area.

The Project description for each Airport Terminal is as follows:

Terminal	Project Description
JFK Terminal 1	New In-Line EDS System Matrix/Design/Construction Build Out
JFK Terminal 2/3	New In-Line EDS System Matrix/Design/Construction Build Out
JFK Terminal 4	New In-Line EDS System Matrix/Design/Construction Build Out
JFK Terminal 7	New In-Line EDS System Matrix/Design/Construction Build Out

ARTICLE IV – PROJECT COST AND ALLOWABLE COSTS

A. Project Cost: Project Cost are those costs related to the activities to be completed by the PANYNJ or its designee to modify the Airport infrastructure and baggage handling system(s) ("BHS") to support the TSA's installation and operation of the EDS and ETD equipment at the Airport. Project Cost does not include the costs of acquisition, delivery or installation of the EDS and ETD equipment.

B. Federal Share of Allowable Costs: The TSA, for and on behalf of the United States, shall pay as the United States share, ninety (90%) percent of the Allowable Costs (as such term is defined in Circular A-87) and identified in paragraph D of this Article incurred in accomplishing the Project described in this Agreement. The maximum obligation of the United States payable under this Agreement for Fiscal Year 2008 shall be:

Fiscal Year	TSA Funding
2008	$85,000,000.00

PR: 2108208CT1236
5CF08XB010D2008SWE041GE0132230062006622CTO-5906307200000000-252R-
TSA DIRECT-DEF. TASK $85,000,000.00

Subject to Congressional appropriation and authorization, the maximum obligation of the United States payable under this Agreement for Fiscal Year 2009 shall be:

Fiscal Year	TSA Funding
2009	$ To Be Determined

This reimbursement obligation shall not be deemed to be an obligation of the United States Government under Section 1501 of Title 31, United States Code. This Agreement is not deemed an administrative commitment for financing except until such amounts are authorized and appropriated as provided in authorization and appropriation laws.

C. The Letter of Intent attached to this Agreement as Appendix A, establishes, among other things, a funding schedule in the amount of $400,000,000.00 for the inline baggage screening Projects at John F. Kennedy International, LaGuardia, and Newark Liberty International Airports. The scope and responsibilities for each Airport Project as set forth in a Memorandum of Agreement (identified below). To facilitate the strategic planning and Project priorities it is understood that the funding allocated to each Airport in its Memorandum of Agreement may be reallocated among the three airports at a later date if deemed necessary and agreed to by the TSA and the PANYNJ.

HSTS04-08-H-CT1235, Memorandum of Agreement for Newark Liberty International Airport
HSTS04-08-H-CT1236, Memorandum of Agreement for John F. Kennedy International Airport
HSTS04-08-H-CT1094, Memorandum of Agreement for LaGuardia Airport

D. Project Costs allowable for reimbursement under this Agreement: Determination of Allowable Costs, as such term is defined in the United States Office of Management and Budget

Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," in effect on the effective date of this Agreement ("Circular A-87"), will be made by the TSA in accordance with Circular A-87. If the enabling legislation for this Project prescribes policies or requirements that differ from those in Circular A-87, or that differ from this Agreement, the provisions of the enabling legislation shall govern.

Project Costs considered Allowable Costs for reimbursement under this Agreement (which Allowable Costs, must be, as provided in Circular A-87, allocable to federal awards under the provisions of Circular A-87, and necessary and reasonable for the proper and efficient performance and administration of federal awards), include:

- Project Soft Costs, which consists of Engineering Costs (to include design, specifications, bid documents, and contract documents), Construction Supervision Costs (to include Project Management) and PANYNJ Letter of Intent Administration Costs. The ceiling for reimbursement of all Project Soft Costs is limited to sixteen percent (16%) of the Project Costs. At TSA's discretion, the ceiling for reimbursement of all Project Soft Costs may be increased to 18% at a later date pending the results of actual Terminal Project progress and review of Terminal Project construction costs.
- Design Costs incurred on or after October 1, 2007.
- EDS in-line checked baggage Construction Costs include, but are not limited to:
    - Demolition (infrastructure or BHS related)
    - BHS infrastructure upgrades, platforms, catwalks located within the EDS screening matrix area
    - BHS: That portion located within the EDS screening matrix area, including redesign and upgrading of conveyors to support the integration of the screening matrix only
    - On-Screen Resolution (OSR) Room, Checked Baggage Resolution Area (CBRA)
    - Acoustical treatment in OSR and CBRA
    - Electrical infrastructure (cabling, control panels) and basic lighting fixtures for the CBIS, CBRA, and OSR.
    - Telephone systems/pager systems for TSA CBRA and OSR only
    - Heating, Ventilation, Air Conditioning (HVAC) environmental requirements for CBIS, OSR Room, CBRA and EDS Network equipment room

E. Project Costs not considered reimbursable under this Agreement include:

- Employee break rooms, administrative office space, and restrooms
- Aesthetic architecture enhancements
- Maintenance, repair parts or spare parts for Airport Terminal improvements include the baggage handling conveyor components installed under this Project
- Extended warranties beyond 1 year
- Maintenance of baggage conveyor system
- Profit or Corporate G&A costs to the PANYNJ. Profit and G&A for PANYNJ's contractor(s) is an allowable cost

- Costs incurred by the PANYNJ and or/designee, its contractors or agents to perform work not allocable with the TSA approved design or TSA's Planning Guidelines and Design Standards for Checked Baggage Inspection Systems

ARTICLE V: PROJECT RESPONSIBILITIES

Project responsibilities for TSA and the PANYNJ are outlined below. Specific Project and technical responsibilities and performance of all parties are contained in Appendix B attached incorporated hereto by reference.

A. TSA Project Responsibilities

1. TSA will provide a proposed design package for each integrated screening system in each of the identified terminals. Each package will include a schematic design, basis for design and Rough Order of Magnitude (ROM) costing. The schematic will reflect the screening matrix, mainline feeds, take away belts, and all of the security process areas/decision points. The basis for design will outline the proposed theory of operation for the system; will contain the static modeling for each system as well as possible mechanical considerations that can be identified at this design state. The ROM costing will outline at a budgetary level the cost of the individual screening systems.
2. Review and approve each Terminal Project design (through 100%) and deployment plans and specifications regarding installation of EDS units in accordance with TSA Performance Guidelines and Design Standards for Checked Baggage Inspection Systems.
3. Confirm that the placement and installation of the EDS and ETD units in the baggage screening matrix are in accordance with the individual Terminal Project design and deployment plan.
4. Obtain or cause its contractors, consultants and agents to obtain all necessary licenses, insurance, permits and approvals.
5. Furnish, deliver, rig, install and test all necessary EDS and ETD security screening equipment.
6. Provide EDS Original Equipment Manufacturer Technical Support Advisory Services to the PANYNJ and/or designee regarding integration of the EDS units into the BHS.
7. Provide the EDS System Specific Test Plan (SSTP) to the PANYNJ and/or its designee following an EDS machine commissioning, coordination and test planning meeting.
8. Establish and conduct the integrated Site Acceptance Testing (ISAT) for EDS machine screening capabilities for each Terminal Project.
9. Observe and approve ISAT results before the EDS equipment is certified ready for operational use.
10. The TSA will provide maintenance, repair, and refurbishment of all TSA EDS and ETD equipment throughout its life cycle at no cost to the Port Authority and/or its designee.

B. PANYNJ Project Responsibilities

All work performed by the PANYNJ or its designee pursuant to this Agreement shall be accomplished in accordance with the design(s) approved by TSA and in accordance with PANYNJ's Airport Building Standards and Criteria.

1. PANYNJ shall start with a phasing process on Projects listed in Article III – Purpose, Project and Scope based on priorities or future strategic planning. This strategic planning should be presented to TSA Office of Security Technology for approval and concurrence to assure that the Projects can be completed in accordance with the constraints of cost, time, and scope.
2. Costs for each Terminal Project are to be recorded and reported on a Terminal-by-Terminal basis.
3. Except for the responsibilities of the TSA, as outlined above, the construction and installation of the individual Terminal project will be managed and overseen by the PANYNJ and/or its designee. The PANYNJ, acting through such contractors as it may choose, will provide the associated construction and baggage handling conveyor contractors to undertake the Project. The PANYNJ will provide oversight of such contractors to ensure Projects are completed within the prescribed costs and schedule.
4. Obtain or cause its contractors, consultants and agents to obtain all necessary licenses, insurance, permits and approvals.
5. Ensure the Project site will be ready to accommodate the installation of the EDS units when delivered. Project site preparation includes, but is not limited to, BHS modifications, electrical site preparation, including infrastructure to protect electrical or fiber optic cables, environmental controls, and any other Airport Terminal infrastructure work required to support the operational environment of the EDS and ETD units.
6. Facilitate the installation of the EDS units by providing a clear path during rigging and EDS installation, and provide sufficient space to allow for initial deployment activities such as uncrating the EDS equipment and devices.
7. Adhere to OSHA standards required for occupied spaces as well as the applicable EDS installation guide specifications for EDS operational environment requirements.
8. Once installed, provide reasonable measures to protect the EDS and ETD equipment from harm in the screening area.
9. The PANYNJ shall require that full ingress and egress be provided to the TSA and its contractors for the installation, operation, testing, maintenance, and repair of the EDS and ETD equipment at all times.
10. Perform and bear all cost of the operation, maintenance and repairs for the Airport Terminal installed property such as the baggage handling conveyor system, heating, air conditioning, and electrical infrastructure in support of this Project. Except for the TSA securing screening EDS and ETD equipment owned by the TSA, the PANYNJ its lessees or assigns as applicable, shall own and have title to all personal property, improvements to real property, or other assets which are acquired under this Agreement. It will be the responsibility of the PANYNJ, or its contractor or lessee to operate, maintain, and if it becomes necessary, repair or replace such property to support the efficient use of the TSA Security Screening Equipment for its useful life.

11. Title to non-TSA Security Screening Equipment such as ancillary equipment or infrastructure appurtenances purchased or reimbursed using Federal funds, or installed by the TSA, or its agents or contractors at the TSA's expense, or by the PANYNJ or its agents or contractors, or its lessees, agents or contractors, vests in the PANYNJ.
12. Submit monthly progress status reports to the TSA Project Manager and TSA Contracting Officer identified in Article VIII – Authorized Representatives. The monthly report should provide an executive summary of work performed to date, identify the events to occur within the next 90 days, identify the PANYNJ and/or designee(s) and its key contractor points of contact and use an earned value management approach to identify the cost and schedule variance incurred against work performance completed to date. Each Terminal Project is to be addressed separately in the monthly report.

C. Deliverables. The deliverables required to be submitted by the PANYNJ and/or its designee with respect to each Terminal are described in Appendix B-1; specific testing related deliverables are outlined in Appendix B.

ARTICLE VI - EFFECTIVE DATE AND TERM

The effective date of this Agreement is the date on which the authorized PANYNJ official signs it and the TSA's authorized official signs it, whichever date is later. The overall Airport Project completion is currently estimated to be on or about September 20, 2013 unless earlier terminated by the parties as provided herein or extended by mutual agreement pursuant to Article XIII. The period of performance for this effort is established in order to allow the PANYNJ time to submit a final invoice, close out each Terminal Project, and address any other issues,

Within thirty business (30) days of the PANYNJ and TSA Project Manager concurrence to begin a Terminal Project, the PANYNJ and/or its designee(s) will establish and provide Project Milestones for each Terminal to the TSA Project Manager and TSA Contracting Officer identified in Article VIII that allow objective measurement of progress toward completion.

ARTICLE VII - ACCEPTANCE AND TESTING

TSA will deem the Project complete upon successful completion of the TSA EDS systems test conducted by the TSA independent validation and verification (IV&V) contractor that confirms that the baggage screening system has been installed in accordance with the TSA Checked Baggage Inspection System Performance Criteria and technical specifications for the EDS baggage screening equipment. Successful completion requires the correction of defects identified, if any, during the EDS systems test. Ten percent (10%) of each invoice submitted for each Terminal Project will be retained for the duration of the Project until the baggage screening system has successfully passed the TSA EDS systems test and defects, if any, identified during the system test have been corrected by the PANYNJ and/or its designee. The PANYNJ is not responsible for correcting any defects related to the EDS equipment. It shall be the TSA's responsibility to correct at its sole cost any TSA's EDS equipment system defects, and the 10% retained amount referred to above shall be paid to the PANYNJ if the system failure is due to defects associated with TSA equipment or installation.

ARTICLE VIII. AUTHORIZED REPRESENTATIVES

The authorized representative for each party shall act on behalf of that party for all matters related to this Agreement. Each party's authorized representative may appoint one or more others to act as authorized representative for any administrative purpose related to this Agreement, provided written notice of such appointments are made to the other party to this Agreement. The authorized representatives for the parties are as follows:

A. TSA Points of Contact:

Terry Spradlin
TSA Project Manager
Office of Security Technology, TSA-16
Transportation Security Administration
701 South 12th Street
Arlington, VA 22202
Phone: 571-227-4108
E-Mail Address: terry.spradlin@dhs.gov

John Reed
Eastern Region Deployment Manager/Contracting Officer Technical Representative
Office of Security Technology, TSA-16
Transportation Security Administration
701 South 12th Street
Arlington, VA 22202
Phone: 571-227-1563
E-Mail Address: john.reed1@dhs.gov

Connie Thornton
Contracting Officer
Transportation Security Administration
4275 Airport Road, Suite C
Rapid City, SD 57703
Phone: 605-393-8191
E-Mail Address: connie.thornton@dhs.gov

Only the TSA Contracting Officer has the authority to bind the federal government with respect the expenditure of funds. The TSA Contracting Officer Technical Representative (COTR) is responsible for the technical administration of this Agreement and technical liaison with the PANYNJ and/or its designee. The TSA COTR is not authorized to change the scope of work, to make any commitment or otherwise obligate the TSA, or authorize any changes that affect the liability of the TSA.

The PANYNJ and or its designee must notify the TSA CO and COTR in event that any TSA agent or employee takes any action which is interpreted by the PANYNJ or its designee as direction which consequently increases the individual Terminal Project cost and would cause the PANYNJ to seek reimbursement from TSA beyond TSA's liability as stated in this Agreement.

B. The PANYNJ's Points of Contact:

The PANYNJ's Point of Contact for all correspondence is:

Jeanne M. Olivier, A.A.E.
General Manager, Aviation Security and Technology
Aviation Department
The Port Authority of New York and New Jersey
233 Park Avenue South, 9th Floor, New York, New York 10003
Telephone: 212-435-3726
E-Mail: jolivier@panynj.gov

The PANYNJ's Point of Contact for invoices is:

To be provided by PANYNJ.

ARTICLE IX – PAYMENT

Should the TSA contributions represent more than 90 percent of the total final Allowable costs; the PANYNJ will refund the TSA for the difference to achieve a 90 percent level. The parties agree that all costs in excess of TSA's funding contribution as well as any costs that do not comply with Circular A-87 shall be borne solely by the PANYNJ unless otherwise agreed by the TSA in a modification in accordance with Article XIII – Changes and/or Modifications.

Reimbursement by TSA is conditioned upon submission to TSA of an invoice identifying the Project costs that have been incurred and paid. The TSA intends to make payment to the PANYNJ within 45 calendar days of receipt of each properly prepared invoice for reimbursement of incurred costs. The TSA reimbursement process consists of two steps:

a. Step 1 – "Summary" Invoice Submittal to the U.S. Coast Guard Finance Center for Payment

The United States Coast Guard Center performs the payment function on behalf of the TSA. For purposes of submission to the Coast Guard Finance Center, the PANYNJs invoice format is acceptable for the "Summary" Invoice. Central Contractor Registration is mandatory for invoice payment; for further information, please refer to http://www.ccr.gov

At a minimum the "Summary" Invoice should contain:

(1) Agreement Number HSTS04-08-H-CT1236
(2) Invoice Number and Invoice Date
(3) Complete Business Name and Remittance Address.
(4) Point of Contact with address, telephone, fax and e-mail address contact information
(5) Tax Identification Number and DUN's Number
(6) Dollar Amount of Reimbursement being requested
(7) Signature of PANYNJ's authorized representative and the following certification language: *"This is to certify that the services set forth herein were performed during the period stated and that the incurred costs billed were actually expended for the Project."*

The "Summary" Invoice may be submitted by standard email or by electronic transmission to the following address(s):

Mailing Address: TSA Commercial Invoices
USCG Finance Center
P.O. Box 4111
Chesapeake, VA 23327-4111

Email: FIN-SMB-TSAINVOICES@uscg.mil

b. Step 2 – "Summary" Invoice and Supporting Documentation Submittal to TSA for Approval of Payment

The TSA Contracting Officer and the Contracting Officer's Technical Representative are required to review and approve all invoices prior to payment. To aid in this review, the PANYNJ and/or its designee shall provide a copy of the "Summary" Invoice along with all receipts, contractor pay requests and other supporting information which specify the vendor, services provided, and products delivered as well as the appropriate identifications that the Airport has paid these obligations. The PANYNJ and/or its designee are encouraged to provide this supporting information simultaneously with Step 1 in order to expedite the payment process.

The Support Documentation should contain the following items:

- Summary Invoice from Step 1
- An executive summary Project overview with the first invoice
- Spreadsheet listing the invoices being submitted, with totals
- Individual, signed and approved contractor invoices, with scope of values or statement of work (copies of contracts and change orders provide support for the work being actual, allowable, allocable and reasonable.)
- Copies of subcontractors' invoice if listed on a prime contractor's invoice as a single amount (copies of timesheets and detailed backup not required if descriptions are clear and specific).

- Proof of payment by the PANYNJ and/or its designee for each invoice in the form of copies of checks/warrants, bank wire transfers, or accounting system transactions.

The "Summary" Invoice and supporting documentation may be submitted by mail via CD or paper documents or electronic transmission to the following address; the final closeout invoice should include proof that all required deliverables have been provided:

John Gebhart
Jacobs Carter & Burgess, Inc
2231 Crystal Drive, Suite 300
Arlington, VA 22202
Phone: 571-721-1269
Email: john.gebhart@jacobs.com

Upon completion of the review of the supporting documentation for the "Summary" Invoice, the TSA Contracting Officer and Contracting Officer Technical Representative will advise the Coast Guard Finance Center regarding payment of the "Summary" Invoice. TSA has the right to recoup any payments made to the PANYNJ if the TSA determines that the invoices exceed the actual costs incurred.

ARTICLE X – AUDITS

A. The federal government, including the Comptroller General of the United States, has the right to examine or audit financial records relevant to this Memorandum of Agreement for a period not to exceed three (3) years after expiration of the terms of this Agreement. The PANYNJ and/or its designee, their contractors must maintain an established accounting system that complies with accounting principles generally accepted in the United States. Records related to disputes arising out of this Agreement shall be maintained and made available until such disputes have been resolved to the satisfaction of the TSA.

B. As used in this provision, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

C. The PANYNJ and/or its designee shall maintain all records and other evidence sufficient to reflect costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this Agreement. The TSA Contracting Officer or the authorized representative of the TSA Contracting Officer shall have the right to examine and audit those records at any time, or from time to time. The right of examination shall include inspection at all reasonable times at the offices of the PANYNJ and/or its designee or at the offices of the respective contractor(s) responsible for the Project.

D. The PANYNJ and/or its designees will be required to submit cost or pricing data and supporting information in connection with any invoice relating to this Agreement if requested by the TSA Contracting Officer.

E. This Article X shall not be construed to require the PANYNJ and/or its designee, their contractors or subcontractors to create or maintain any record that they do not maintain in the ordinary course of business pursuant to a provision of law, provided that those entities maintain records that conform to generally accepted accounting practices.

ARTICLE XI – REQUIRED FEDERAL PROCUREMENT PROVISIONS

Required Federal Procurement Provisions are provided in Appendix C.

ARTICLE XII – CHANGES AND/OR MODIFICATIONS

Changes and/or modifications to this Agreement shall be in writing and signed by the TSA Contracting Officer and the authorizing official of the PANYNJ. The modification shall state the exact nature of the change and/or modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement. The properly signed modification shall be attached to this Agreement and thereby become a part of this Agreement.

ARTICLE XIII – LIMITATION OF LIABILITY

Each party to this Agreement shall bear total responsibility for its own negligent acts, errors or omissions that arise out of this Agreement. In no event shall either Party be liable for any indirect, special, punitive, incidental or consequential damages arising out of or under this Agreement, whether under contract warranty, or tort, including loss of revenue or profits, regardless of the ability to anticipate such damages. The PANYNJ does not waive its right to pursue claims against the United States or any of its agencies under the Federal Torts Claims Act.

ARTICLE XIV – DISPUTES

When possible, disputes will be resolved by informal discussion between the appropriate PANYNJ representative and the TSA Contracting Officer. If a dispute cannot be resolved through negotiations, the dispute shall be submitted to the Office of Dispute Resolution for Acquisition ("ODRA") (see http://www.faa.gov/agc/odra/default.htm). ODRA acts on behalf of TSA, pursuant to a Memorandum of Agreement dated September 23, 2002, to manage TSA's dispute resolution process and to recommend decisions on matters concerning contract disputes. Judicial review, where available, will be in accordance with 49 U.S.C. 46110, and shall apply only to final agency decisions.

ARTICLE XV – TERMINATION

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time with cause, and without incurring any liability or obligation to the terminated party (other than performance of obligations accrued on or prior to termination date) by giving the other party at lease ninety days written notice of termination. Upon receipt of notice of termination, the receiving party shall take immediate steps to stop the accrual of any additional obligations, which might require payment.

In the event of termination or expiration of this Agreement, any TSA funds that have not been spent or incurred for allowable expenses prior to the date of termination and are not reasonably necessary to cover termination expenses shall be returned and/or de-obligated from this Agreement.

ARTICLE XVI – CONSTRUCTION OF THE AGREEMENT

A. Nothing in this Agreement shall be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation. It is not intended to be, nor shall it be construed as creation of a partnership, corporation, or other business entity between the parties.

B. Each party acknowledges that all parties hereto participated equally in the negotiation and drafting of this Agreement and any amendments thereto, and that, accordingly, this Agreement shall not be construed more stringently against one party than against the other.

C. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written.

D. In the event that any Article and/or parts of this Agreement are determined to be void, such Article or portions thereof shall lapse. No such lapse will affect the rights, responsibilities, and obligations of the parties under this Agreement, except as provided herein. If either party determines that such lapse has or may have a material effect on the performance of the Agreement, such party shall promptly notify the other party, and shall negotiate in good faith a mutually acceptable amendment to the Agreement if appropriate to address the effect of the lapse.

ARTICLE XVII – MEDIA AND PROTECTION OF SENSITIVE SECURITY INFORMATION

A. SENSITIVE SECURITY INFORMATION

No Sensitive Security Information (SSI), as such term is defined in 49 CFR Part 1520, shall be disclosed except in accordance with the provisions of 49 CFR 1520.

B. MEDIA

Unless otherwise required by law, PANYNJ and/or its designee shall not make publicity or public affairs activities related to the subject matter of this Agreement unless written approval has been received from the TSA Office of Security Technology or the TSA Office of Strategic Communication and Public Affairs.

ARTICLE XVIII - SURVIVAL OF PROVISIONS

The following provisions of this Agreement shall survive the termination of this Agreement: Article V– Project Responsibilities, paragraph A. 10, and paragraph B. 10; Article X – Audits; Article XIII – Limitations on Liability; Article XIV – Disputes, and Article XVIII – Survival of Provisions.

Signatures
The Parties have executed this Agreement in multiple copies, each of which is an original.

WITNESS:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

_____ **Date:** 9/10/08
By: Ernesto L. Butcher, Deputy Executive Director, Operations

UNITED STATES
Department of Homeland Security
Transportation Security Administration

_____ **Date:** 9/5/2008
By: Connie Thornton, Contracting Officer

MEMORANDUM OF AGREEMENT

TABLE OF APPENDICES

APPENDIX A – TRANSPORTATION SECURITY ADMINISTRATION LETTER OF INTENT

APPENDIX B – MEMORANDUM OF AGREEMENT DELIVERABLES

APPENDIX C – REQUIRED FEDERAL PROCUREMENT PROVISIONS

APPENDIX D – TECHNICAL SPECIFICATION REGARDING AIRPORT TERMINAL BAGGAGE SCREENING RENOVATIONS

HSTS04-08-H-CT1236
Memorandum of Agreement for JFK
Appendix A

Office of the Assistant Secretary

U.S. Department of Homeland Security
601 South 12th Street
Arlington, VA 22202-4220

Transportation Security Administration

LETTER OF INTENT
THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

This Letter of Intent (LOI) sets forth the intention of the Transportation Security Administration (TSA), effective this date, in accordance with the provisions of *Section 44923 of title 49, United States Code, as amended; Division E, Department of Homeland Security Appropriations Act, 2008; Public Law 110-161, the Consolidated Appropriations Act, 2008;* and Memoranda of Agreement (MOAs) to which this LOI is appended, to obligate from budget authority to reimburse The Port Authority of New York and New Jersey (PANYNJ) for the United States' share of allowable costs at the John F. Kennedy International Airport (JFK), LaGuardia Airport (LGA), and Newark Liberty International Airport (EWR), collectively the PANYNJ Airports, for the airport security improvement project (Project) as summarized below:

The MOAs will establish the efforts for providing the necessary design, construction management, and construction of the PANYNJ Airports—JFK, LGA, and EWR—to develop in-line baggage system solutions that will enable TSA to install and operate explosives detection systems associated with in-line baggage screening systems at those airports.

The maximum United States obligation pursuant to this LOI for the Project summarized above shall be in an amount not-to-exceed 90 percent of the total Project costs of $444,444,444.00 to a total Federal share of up to $400,000,000.00. After funds have been appropriated and obligated, TSA shall issue funds to reimburse the PANYNJ from current and Fiscal Year 2009 budget authority, according to the following schedule:

Fiscal Year (FY)	Federal Funds
FY 2008	$200 million (current budget authority)
FY 2009	$200 million (future budget authority)
Total:	$400 million

If the Congressional appropriation and allocation is less than $200,000,000 in FY 2009 for TSA baggage screening projects for the PANYNJ Airports, then the FY 2009 funding increment for the Project may be reduced accordingly.

The announcement of this intention shall not be deemed an obligation of the United States Government under Section 1501 of title 31, United States Code, and the LOI is not deemed to be an administrative commitment of financing. An obligation or administrative commitment may be made only as amounts are provided in authorization and appropriation laws.

TSA may, from time to time, following consultation with the PANYNJ, amend this LOI and the MOAs to adjust the payment schedule, and such adjustments may be made by TSA when occasioned by changes in the actual allowable costs of the Project, in the actual time required to complete the Project, in actual or estimated future obligating authority, or otherwise, when determined at the discretion of the Department of Homeland Security Assistant Secretary of the TSA to be in the best interests of the United States.

TSA will give full consideration to the aggregate amount of future obligations and the payments scheduled under all outstanding LOIs in formulating its annual budget requests. A statutory restriction on total obligating authority in a future fiscal year, however, may necessitate a reduction in funds to be reimbursed for that year.

The LOI is conditioned upon the PANYNJ's compliance with the MOAs to which this LOI is appended and of which it is made a part. Failure to comply with such requirements may lead to revocation of this LOI and termination of the MOAs in accordance with the terms of the MOAs.

United States of America
Department of Homeland Security
Transportation Security Administration

Kip Hawley
Assistant Secretary

8/20/08
Date

MEMORANDUM OF AGREEMENT

APPENDIX B

DELIVERABLES

Item	Submitted To:	Frequency or Due Date	Special Notes:
Design: 30%, 70%, 100% and associated cost estimate	TSA Project Manager	Per the approved schedule.	Port Authority shall attain written approval from TSA before moving forward on design effort stages.
Master Schedule and detailed Estimate of Costs to include Project Milestones (Design, Construction and Baggage Handling System)	TSA Project Manager TSA Contracting Officer ("CO") TSA Contracted Site Lead	Submitted within 120 business days of MOA signing to be updated and submitted with monthly report as Project is underway.	All schedules and cost estimates to be approved must have written concurrence TSA Project Manager
Schedule of Values for Design, Construction, Baggage Handling Contracts	TSA Project Manager TSA CO TSA Contracted Site Lead	PANYNJ/Designee to provide upon issuing Notice to Proceed to Contractor	All schedules and cost estimates to be approved must have written approval from TSA
Design, Construction and BHS Contracts > $500,000 including any subsequent change orders.	TSA CO	Upon Award by PANYNJ/Designee. Change Orders are to also be provided to TSA CO when issued.	Provide copy of contract to TSA Contracting Officer (CO)
Monthly Project Report: (Current and forecasted for the next period's tasks.) • Tasks completed • Schedule • Budget and actual costs spent to date • Cost Variance • Schedule Variance • Variance analysis data in excess of 10% • Identify Tasks for next 90 days	TSA Project Manager TSA CO TSA Contracted Site Lead	Monthly. Electronic submission is requested if feasible.	
Close Out Process requires the correction of testing deficiencies (if any)	Close Out Report submitted to TSA Project Manager and TSA Contracted Site Lead	Initiated after TSA completion of Integrated Site Acceptance testing and deficiencies (if any) have been corrected.	
As Built Drawings and final configuration in electronic format, .dwg (AutoCAD) or comparable format PDF	TSA Project Manager	No later than 30 days after commissioning of system(s)	
Overview of drawings of the EDS Matrix/Node, BHS systems Resolution Room, OSR Room as applicable. dwg (AutoCAD) or comparable PDF format	TSA Project Manager	30 days after commissioning of system(s)	
Final Invoice	TSAT Project Manager TSA CO	Upon correction of testing deficiencies, submission of 'as-built' drawings and closeout of *PANYNJ/Designee related* contracts	Typically occurs three to four months after ISAT.

MEMORANDUM OF AGREEMENT

APPENDIX C

REQUIRED FEDERAL PROCUREMENT PROVISIONS

Construction Contracts

Provisions for all Construction Contracts

- Buy American Preference - Title 49 U.S.C., Chapter 501 - Under Revision
- Civil Rights Act of 1964, Title VI (MS Word) - Contractor Contractual Requirements - 49 CFR Part 21
- Airport and Airway Improvement Act of 1982, Section 520 (MS Word) - Title 49 U.S.C. 47123
- Lobbying and Influencing Federal Employees (MS Word) - 49 CFR Part 20
- Access to Records and Reports (MS Word) - 49 CFR Part 18.36
- Disadvantaged Business Enterprise (MS Word) - 49 CFR Part 26
- Energy Conservation (MS Word) - 49 CFR Part 18.36
- Breach of Contract Terms (MS Word) - 49 CFR Part 18.36
- Rights to Inventions (MS Word) - 49 CFR Part 18.36
- Trade Restriction Clause (MS Word) - 49 CFR Part 30
- Veteran's Preference (MS Word) - Title 49 U.S.C 47112

Additional Provisions for Construction Contracts Exceeding $2,000

- Davis Bacon Labor Provisions (MS Word) - 29 CFR Part 5

Additional Provisions for Construction Contracts Exceeding $10,000

- Equal Opportunity Clause (MS Word) - 41 CFR Part 60-1.4
- Certification of Non-Segregated Facilities (MS Word) - 41 CFR Part 60-1.8
- Notice of Requirement for Affirmative Action (MS Word) - 41 CFR Part 60-4.2
- Equal Employment Opportunity Specification (MS Word) - 41 CFR Part 60-4.3
- Termination of Contract (MS Word) - 49 CFR Part 18.36

Additional Provisions for Construction Contracts Exceeding $25,000

- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (MS Word) - 49 CFR Part 29

Additional Provisions for Construction Contracts Exceeding $100,000

- Contract Workhours and Safety Standards Act Requirements (MS Word) - 29 CFR Part 5
- Clean Air and Water Pollution Control (MS Word) - 49 CFR Part 18.36(i)(12)
- Back to top

Equipment Contracts

Provisions for all Equipment Contracts

- Buy American Preference - Title 49 U.S.C., Chapter 501
- Civil Rights Act of 1964, Title VI (MS Word) - Contractor Contractual Requirements - 49 CFR Part 21
- Airport and Airway Improvement Act of 1982, Section 520 (MS Word) - Title 49 U.S.C. 47123
- Disadvantaged Business Enterprise (MS Word) - 49 CFR Part 26
- Lobbying and Influencing Federal Employees (MS Word) - 49 CFR Part 20
- Access to Records and Reports (MS Word) - 49 CFR Part 18.36
- Energy Conservation (MS Word) - 49 CFR Part 18.36
- Breach of Contract Terms (MS Word) - 49 CFR Part 18.36
- Rights to Inventions (MS Word) - 49 CFR Part 18.36
- Trade Restriction Clause (MS Word) - 49 CFR Part 30

Additional Provisions for Equipment Contracts Exceeding $10,000

- Termination of Contract (MS Word) - 49 CFR Part 18.36

Additional Provisions for Equipment Contracts Exceeding $25,000

- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (MS Word) - 49 CFR Part 29

Additional Provisions for Equipment Contracts Exceeding $100,000

- Clean Air and Water Pollution Control (MS Word) - 49 CFR Part 18.36(i)(12)
- Back to top

Professional Services (A/E) Contracts

Provisions for all A/E Contracts

- Civil Rights Act of 1964, Title VI (MS Word) - Contractor Contractual Requirements - 49 CFR Part 21
- Airport and Airway Improvement Act of 1982, Section 520 (MS Word) - Title 49 U.S.C. 47123
- Disadvantaged Business Enterprise (MS Word) - 49 CFR Part 26
- Lobbying and Influencing Federal Employees (MS Word) - 49 CFR Part 20
- Access to Records and Reports (MS Word) - 49 CFR Part 18.36
- Breach of Contract Terms (MS Word) - 49 CFR Part 18.36
- Rights to Inventions (MS Word) - 49 CFR Part 18.36
- Trade Restriction Clause (MS Word) - 49 CFR Part 30

Additional Provisions for A/E Contracts Exceeding $10,000

- Termination of Contract (MS Word) - 49 CFR Part 18.36

Additional Provisions for A/E Contracts Exceeding $25,000

- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (MS Word) - 49 CFR Part 29

Additional Provisions for Equipment Contracts Exceeding $100,000

Clean Air and Water Pollution Control (MS Word) - 49 CFR Part 18.36(i)(12

MEMORANDUM OF AGREEMENT

APPENDIX D

John F. Kennedy International Airport (JFK)
Airport Terminal Baggage Screening Renovations
Technical Specification

A. TSA responsibilities with regard to the individual Terminal Projects are listed below in sections 1.1 to 1.7. Many responsibilities are delegated to TSA contractors such as the EDS Original Equipment Manufacturer (OEM), TSA Site Lead Contractor, and TSA Independent Validation and Verification (IV&V) Test Contractor but ultimate responsibility resides with TSA.

1.1 EDS PLACEMENT

TSA will install the EDS units, ETD screening equipment and ancillary equipment at the designated Airport Terminal at a mutually agreed upon date. TSA through the EDS OEM or other TSA contractors shall be responsible for coordinating and integrating activities regarding placement of EDS equipment with appropriate TSA Staff and the Airport Baggage Handling System (BHS) team personnel.

1.2 INSTALLATION SUPPORT

1.2.1 Project Management

The EDS OEM shall be responsible for providing technical support throughout the entire period of performance during the Terminal EDS installation Project. The OEM shall be responsible for all labor, materials, equipment, and support services required for planning, managing, and supervising all items related to the installation of the EDS units and associated ancillary equipment.

1.2.2 Technical Support

TSA will provide technical support to the Project through existing contracts with the EDS OEM, TSA Site Lead, and TSA Test Lead.

- The identified TSA Site Lead should be included in all relevant planning/project meetings relevant to TSA contributions to each Terminal Project. Project schedules and updates should be provided to the TSA Site Lead to ensure TSA has timely and sufficient notice of deliverable dates.
- The EDS OEM shall provide technical consultations to the TSA Project Team and Terminal Project Manager Team regarding Project efforts that may include, but are not limited to: teleconferences; reviews of drawings and specifications; and exchanges of technical documentation such as specifications, manuals, and guides.
- TSA Testing Contractor shall support testing of the EDS units and their integration with the BHS and will develop relevant test plans and reports that will be shared with the Project Manager.
- Support for the development and execution of the MOA in place between TSA and the PANYNJ will be provided by TSA Office of Acquisition.
- Oversight and coordination of technical aspects of the Project will be provided by the TSA Office of Security Technology, Deployment Team.
- Local TSA personnel shall support coordination of issues between TSA Headquarters and the Project Manager as directed by the applicable Federal Security Director (FSD).

Title	Name	Role	Contact Information
TSA PANYNJ Project Manager	Terry Spradlin	TSA Project Manager	Terry.Spradlin@dhs.gov 571-227-4108
TSA Eastern Region Deployment Lead	John Reed	Contracting Officer Technical Representative	John.Reed1@dhs.gov 571-227-1563
TSA Testing Coordinator	Amy Becke	TSA Test Coordinator	Amy.Becke@dhs.gov 571-227-1261
TSA Acquisition	Connie Thornton	Contracting Officer	Connie.Thornton@dhs.gov 605-393-8191
TSA JFK FSD Point of Contact	Mohammad Siddiqui	Local JFK TSA Coordinator	Mohammad.Siddiqui@dhs.gov 718-995-3964
PANYNJ Overall Project Point of Contact	Jeanne Olivier	General Manager, Aviation Security & Technology	jolivier@panynj.gov 212-435-3726

1.2.3 Commissioning Services

TSA, through the EDS OEM and other TSA contractors, shall be responsible for all labor, materials, equipment, and support services needed to assemble, power up, configure, and install the EDS machines into the required operational condition. The EDS OEM shall provide technical support, documentation, and installation of the EDS units and the associated local Baggage Viewing Stations (BVS) after confirmation that all pre-installation requirements have been met. The EDS OEM shall coordinate with the TSA Project Manager/TSA Site Lead, TSA Test Lead, and the Terminal Project Manager's contractors to perform system testing. The EDS OEM shall provide these services within two weeks of receipt of a written request from the TSA.

1.3 INDEPENDENT VERIFICATION AND VALIDATION (IV&V) TESTING

Mandatory testing for this system includes Site Acceptance Testing (SAT) for the EDS units following installation; pre-Integrated Site Acceptance Testing following the integration of the EDS units with the BHS affirmed through a Test Readiness Report (TRR); and Integrated Site Acceptance Testing (ISAT) prior to TSA acceptance of the system for operational use. See table below for minimum lead time requirements for testing activities.

Test Activity	Lead Time Needed
SSTP Input	90 days prior to projected ISAT date
SAT of EDS units	7 days prior to EDS OEM confirmation of EDS unit's readiness
SSTP Delivery	30 days prior to projected ISAT date
SSTP Review Meeting	14 days prior to projected ISAT date
TRR	3 business days (not less than) prior to projected ISAT date
ISAT	3 business days (not less than) following successful TRR

1.3.1. Site Acceptance Testing (SAT)

The EDS OEM and TSA Test Lead shall coordinate and conduct SAT testing on the EDS machines. The EDS OEM shall implement and coordinate testing by issuing a Test Readiness Notification (TRN) at least 7 days prior to the scheduled IV&V testing. Passing SAT results are required to certify equipment readiness for operational use in screening baggage. In the event that supplied EDS units cannot meet SAT test requirements, TSA will ensure that any defects are corrected or that the EDS unit is replaced.

1.3.2. Site Specific Test Plan Development (SSTP)

TSA has arranged for its Testing Contractor to develop a Site Specific Test Plan based on testing criteria outlined in the TSA Checked Baggage Inspection Systems Planning Guidelines and Design Standards to be provided by TSA. The SSTP will be based on the Terminal Project Manager responses to an SSTP questionnaire to be completed within 90 days of Integrated Site Acceptance Testing. The SSTP shall be delivered to the Terminal Project Manager 30 days in advance of projected ISAT start-up. The TSA Test Lead and Site Lead shall participate in an SSTP review meeting no less than 14 business days prior to the projected ISAT start up to ensure that all Project Team concerns and questions about the ISAT test plan are resolved and to coordinate logistical and technical needs.

1.3.3. Integrated Site Acceptance Testing (ISAT)

Scheduling and Coordination: Construction schedule including the ISAT start date(s) and duration(s) shall be shared with the TSA Site Lead at 120, 90, 60, 30, and 14 days from the anticipated ISAT start date. This schedule shall be distributed each time changes are made to the ISAT start date and/or duration. Changes made to the schedule within two weeks of the planned ISAT start date may relieve the TSA of the obligation to begin testing within three business days of the TRR. In this situation, the ISAT start date could depend on TSA's testing workload and resource allocation.

Test Results and Reports:

Testing results will be shared in hard copy format with the Terminal Project Manager and the PANYNJ Program Manager through the local TSA Point of Contact. Test results will identify any security, efficiency or safety concerns. There are three (3) possible test outcomes:

- Pass – System meets TSA P&C Requirements;
- Defects Found – TSA will staff the system but further work needed to correct defects;
- Failed – TSA will not staff the system; Contractor should resolve issues as published and prepare for re-testing.

1.4 INTEGRATION SERVICES

1.4.1. BHS Support

The EDS OEM shall assist the Terminal Project Manager's BHS contractor to establish digital and serial communication for the EDS units. Once communication between devices has been established, the EDS OEM shall provide the following support and integration services.

- Assist the BHS contractor to obtain efficient EDS operation.
- Provide on-site Integration Engineer Support Services to facilitate the entire integration effort with the BHS.
- Be available to support system testing and validation conducted by in-house staff or external contractors including Site Specific Test Plan (SSTP) for the Integrated Site Acceptance Test (ISAT) and pre-ISAT project testing and throughout the planning phases including the issuance of the ISAT TRN and TRR.
- During initial system operations run of live checked baggage, provide technical assistance as requested by TSA and/or the Terminal Project Manager.

1.4.2. Software and Hardware

Following SAT and throughout the integration effort, the EDS OEM shall install and test the required software and hardware to allow for digital and serial communication between the EDS and the BHS PLC if required. Functionality of the EDS BHS interface hardware and software shall be verified by the EDS OEM at the interface box prior to working with the BHS contractor to ensure a proper operating PLC interface and to avoid delays.

1.5 SYSTEM NETWORKING

1.5.1 *Network Infrastructure*

The EDS OEM shall provide required patch cables and miscellaneous hardware to interface between network patch panel and EDS OEM supplied networking components.

1.5.2 Network Services

The EDS OEM shall provide: training for TSA staff; coordination and support for TSA and testing certification; and resources to conduct installation, testing, and initial operational support for networking. No other network may interface with the networked airport screening solution. The implemented assigned network for operation shall be an isolated, stand-alone network.

1.6. TRAINING

TSA will provide training for TSA screening staff on the operation of the EDS and ETD equipment.

1.7. MAINTENANCE

Upon successful completion of SAT testing for each unit, TSA will maintain and repair the EDS and ETD units throughout their lifecycles.

B. PANYNJ AND DESIGNEE TERMINAL PROJECT MANAGER RESPONSIBILITIES with regard to *the Terminal Projects are listed in sections 2.1 to 2.5 below.*

2.0 DESIGN

The Terminal Project Manager will undertake completing the 100% design of a baggage screening solution for its respective Terminal(s), which meets the needs of the Airport, Airlines and TSA FSD. The Project Manager shall submit design at 30%, 60% and 100% intervals to TSA for review. The Project Manager shall respond to TSA design review comments promptly and in writing.

2.1 EDS PLACEMENT

The Project Manager shall ensure that the Project site will be ready to accommodate the installation of the EDS and associated equipment. The Project Manager shall be responsible for providing rigging oversight activities, and shall provide adequate protection to the EDS machines and to the airport infrastructure during any and all ED's movements. The Project Manager shall coordinate with the EDS OEM to integrate all activities regarding placement of ED's equipment. The Project Manager shall provide reasonable measures to protect the EDS and ETD equipment from damage in the screening area.

2.1.1 Site Readiness and Storage

The Project Manager shall confirm site readiness to receive ED's units to the TSA Site Lead no later than10 business days prior to requested delivery date. Site readiness shall address availability of permanent power; removal of obstacles to the rigging path; and adequacy of physical environmental conditions within the delivery area that meet EDS OEM standards for protecting the EDS units. The Project Manager shall provide secure storage for the ED's units and ancillary equipment if site conditions at the time of delivery do not provide adequate protection. The Project Manager shall provide secure storage space for hardware associated with ED's integration and multiplexing until it can be installed by EDS OEM Integration Support Staff.

2.1.2 Rigging Services

The Project Manager Team will be responsible for providing rigging path verification, ingress path, and/or structural analysis. If required, the Project Manager Team will remove and replace any walls, windows, glass, doors, or other physical barriers in support of rigging activities.

2.2 INSTALLATION SUPPORT

2.2.1 Power Requirements

The Project Manager will provide terminations to the EDS for electrical power. The Project Manager will be responsible for providing all infrastructure power requirements including separate metering. If applicable, the Project Manager will design and install all power requirements to terminal locations within the OSR room, ETD room, and at EDS locations. The Project Manager will provide cabling from terminations to EDS equipment. The Project Manager shall attest to the availability of power supply to adequately support the EDS and associated equipment in accordance with OEM specifications and be liable for damage to this equipment resulting from intentional deviations to accepted power supply conditions.

2.2.2 Commissioning Services

The Project Manager will be responsible for obtaining all other infrastructures as stated in the Memorandum of Agreement between the TSA and the PANYNJ and not mentioned in Section 2.2.1 to support EDS operations and maintenance.

2.3 INTEGRATION SERVICES

The Project Manager shall ensure that the BHS Contractor coordinates with EDS OEM in support of integration activities (e.g. installation and testing the required software and hardware to allow for digital and serial communication between the EDS and the BHS PLC) as needed. Terminations to the EDS for BHS PLC communication shall be performed by the BHS contractor.

2.4 NETWORKING

2.4.1. Network Infrastructure

The Project Manager will design and install all communication conduit, fiber, etc. as required by the EDS OEM's design criteria for the EDS and EDS networking system, including but not limited to connectivity of the remote OSR Room, ETD/Resolution area, and the Baggage Control Room as required. Exact parameters will be reviewed at Project start-up by TSA. The Project Manager will provide cabling and network patch panels in TSA control rooms, ETD search areas, and the TSA network room as determined by the network design conducted in conjunction with the Project Manager. The EDS OEM shall provide required patch cables and miscellaneous hardware to interface between network patch panel and EDS OEM-supplied networking components. The Project Manager will provide all electrical outlets to support installation and operation of a fully multiplexed explosive detection system.

2.4.2. Network Services

No other network may interface with the networked airport screening solution. The implemented assigned network for operation shall be an isolated, stand-alone network.

2.5. IV&V - TESTING SUPPORT

The Project schedule shall allow for sufficient time to conduct mandatory testing of the EDS units after installation and integration. The project schedule shall also factor in minimum lead times for notification of readiness for testing (7 days for SAT; 3 days for TRR; and 3 days for ISAT.) The Project Manager shall identify operational windows in time in which testing activities can be accomplished. Testing

activities will normally be scheduled for normal business days (Monday-Friday) and should not include holidays unless previously agreed to.

2.5.1 Site Specific Test Plan (SSTP)

The Project Manager shall ensure that information needed to develop an accurate SSTP is provided to TSA Test Lead at the earliest opportunity, but no later than 90 days prior to requested testing date. Such documentation includes:

- BHS Specifications
- Controls Description and/or Description of Operation (if both exist then provide both)
- E-Stop Zone Drawings
- BHS Drawings Plan and Elevation Views
- Phasing Plan Narrative and Phasing Plan Drawings
- Construction and Testing Schedule

All drawings shall be clearly visible and readable when plotted on Arch D Size Stock. All documents shall be submitted electronically (e.g. text documents in MS Word or PDF and drawings in AutoCAD [.dwg] or PDF.)

Any system constraints that will prevent compliance with TSA testing and performance criteria should be disclosed as far in advance as possible to allow for evaluation of applicable waivers. Any restrictions on system availability and accessibility for testing shall be disclosed. Cutover plans including any phasing plans that will affect the Testing Contractor's ability to test the full system from ticket counters through the outbound/sortation system shall also be disclosed to allow for the development of an accurate SSTP.

The Project Manager will have the opportunity to review and comment on SSTP in advance of testing. Comments and/or questions should be directed to the TSA Project Lead and the TSA Site Lead.

2.5.2. Test Readiness Report (TRR)

This pre-ISAT activity is conducted by TSA Site Lead in coordination with the Airport Project Team (typically the BHS Contractor.) The purpose of this testing activity is to assure TSA of site readiness for ISAT and is a precursor for TSA authorization for TSA Test Lead to deploy. The Project Manager Team will be provided TRR data sheets by the TSA Site Lead. BHS/CBIS configuration and operation shall be in final form intended for bag screening operations. Unless mutually agreed to, changes/improvements to BHS/CBIS between TRR and ISAT are not authorized. The Project Manager Team must address security and efficiency defects found during TRR and be prepared to implement mutually agreed upon corrective actions prior to ISAT.

Required input from the Project Team will include:

Functional Testing Documentation: Testing authentication must be clearly reported and show every test with bag ID and declared status on printed EDS FDRs (Field Data Reports) and resulting bag destination. Ledger forms should show test date, type of test, identification of bag destination location, and ID number of the bags arriving at that location. Sample ledger forms will be provided in the SSTP.

- These reports should be organized and indexed in a loose-leaf binder(s)
- Each test shall conclude with an indication of successfully passing the required criteria of BHS specification and testing criteria and if conflict or failure exists, then so indicate with an explanation.
- Presentation of completed testing and TRR required documentation to TSA Site Lead not less than 7 business days prior to anticipated Pre-ISAT date is required.

Sort and Rate Test Observation: Sufficient numbers of test bags (no less than 100 test bags per EDS) will be utilized to "stress" the BHS/CBIS as would occur during peak operating times. Test bag set profile should be similar to Battelle profile.

- A real-time observation by TSA Site Lead of a global BHS/CBIS Sort and Rate Test using clear and suspect bags is required.
- All EDS equipment must be operational.
- All baggage entry points must be utilized.
- *After a successful TRR, TSA Deployment Lead approves start of ISAT testing and TSA Testing* Contractor Team normally arrives at airport within 3 business days.

2.5.3. Logistical Support Needs: The Project Manager shall identify any logistical or support needs that will impact TRR and ISAT testing, to include:

- any process needed to obtain sufficient baggage tags should the system use IATA baggage tracking mechanisms;
- any process needed to obtain airport badges/access for TSA Testing Contractor's personnel;
- availability of baggage handling support for testing activities; and
- availability of support for delivery and secure storage of the TSA Testing Contractor's test bags for ISAT (100 bags per EDS.)

2.5.4. ISAT Testing: The TSA's Testing Contractor will meet with the Project Manager Team at least 30 days prior to testing to coordinate the conduct of ISAT testing. The TSA Test Lead and the Project Manager Team will finalize details relating to the scheduling and duration of the testing. (Generally allow 1.5 days per EDS line and 1.5 days per each system Sort Testing and Rate Testing.)

2.5.5. Test Results and Reports

In the event of a Defects Found or Failed result during TRR or ISAT testing, the Project Manager Team shall report corrective actions to be applied and the timeline associated with said corrections. If constructed system fails testing, TSA will work with the Project Manager Team to identify corrective solutions. TSA is not obligated to accept or operate a baggage screening system that does not meet the minimum test standards.

2.5.6. Post ISAT and Run-in Activities: The TSA Site lead will conduct 30-day operational run-in observations of the system following successful ISAT testing.

The airport/airline/authority shall provide a written response outlining corrective actions that will be taken due to outstanding deficiencies, issues, and action items identified in the Test Report within three (3) months.

It is essential for the continued secure and efficient operation of the CBIS that changes to the system are evaluated, reviewed and approved before they are implemented. Changes made to the system subsequent to ISAT should be coordinated and approved in advance with TSA Deployment Team. Failure to do so will lead to TSA decertification of the baggage screening system. In some cases the TSA Testing Contractor will need to evaluate proposed changes to determine if they constitute modifications sufficient to warrant the development of a new SSTP and re-testing.

The following procedure is to be followed for all changes to CBIS systems other than those required for normal routine and periodic maintenance/repairs to the system. The airport/airline/authority responsible for the system shall assemble a package of information for submittal to TSA Office of Security Technology which includes the fallowing minimum information.

- Written description of all physical and programming changes to the system
- Reason for proposed change
- Anticipated impact to system operations (i.e. increased throughput, lowered tracking losses, elimination of bag jams)
- Drawings showing affected areas

- Any potential security, tracking or efficiency impacts, including impact on manpower or operations
- Proposed date of changes
- Willingness of the airport or airline to pay for the changes to the system

This package shall be delivered to the applicable TSA FSD who shall review the package, adding any comments that he/she may have and forward the package to TSA Office of Security Technology.

The TSA Office of Security Technology will review the package. Once the review has been completed, the Office of Security Technology shall notify the airport/airline/authority and the applicable TSA FSD of the recommendations and testing requirements for the system changes.

Modification No. 1 to
MEMORANDUM OF AGREEMENT
Dated September 10, 2008

BETWEEN

UNITED STATES
DEPARTMENT OF HOMELAND SECURITY
TRANSPORTATION SECURITY ADMINISTRATION

AND

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

RELATING TO

BAGGAGE SCREENING PROJECTS FOR
John F. Kennedy International Airport (JFK)

Negotiated by the TSA pursuant to
Section 44923 of title 49, United States Code, as amended, and Division E, Department of Homeland Security Appropriations Act, 2008 of Public Law 110-161, the Consolidated Appropriations Act, 2008

HSTS04-08-H-CT1236

Per Article XII – Changes and/or Modifications, the purposes of this modification is to; 1) add the TSA Fiscal Year 2009 funding increment to Article IV – Project Cost and Allowable Costs and 2) update the TSA Points of Contact identified in Article VIII – Authorized Representatives. **Funding for this effort is increased by $78,000,000 from $85,000,000 to $163,000,000.**

Accordingly the following changes are made to the Agreement.

1. ARTICLE IV. PROJECT COSTS AND ALLOWABLE COSTS

Paragraph B of this article is deleted and replaced with the following:

B. Federal Share of Allowable Costs: The TSA, for and on behalf of the United States, shall pay as the United States share, ninety (90%) percent of the Allowable Costs (as such term is defined in Circular A-87) and identified in paragraph D of this Article incurred in accomplishing the Project described in this Agreement. The maximum obligation of the United States payable under this Agreement for Fiscal Year 2008 shall be:

Fiscal Year	TSA Funding
2008	$85,000,000.00

PR: 2108208CT1236
5CF08XB010D2008SWE041GE013223006200622CTO-5906307200000000-252R-
TSA DIRECT-DEF. TASK $85,000,000.00

Fiscal Year	**TSA Funding**
2009	**$78,000,000**

PR: 2109209CT1338
5CF09XB010D2009SWE041GE013223006200622CTO-5906307200000000-251B-
TSA DIRECT-DEF. TASK ***$78,000,000.00***

Total: $163,000,000.00

Funding for this effort is increased by $78,000,000 from $85,000,000 to $163,000,000.

2. ARTICLE VIII. AUTHORIZED REPRESENTATIVES

Paragraph A. of Article VIII- Authorized Representatives, the TSA Points of Contact is deleted and replaced with the following:

A. **TSA Points of Contact:**

Terry Spradlin
TSA Project Manager/Contracting Officer Technical Representative
Transportation Security Administration Headquarters
Office of Security Technology, TSA-16
1 West Post Office Road, S-08
Washington, DC 20528-6032
Phone: 571-227-1563
E-Mail Address: terry.spradlin@dhs.gov

Matthew Ashurst
Contracting Specialist
Transportation Security Administration
Office of Acquisition, TSA-25
601 South 12th Street
Arlington, VA 20598-6025
Phone: 571-227-5376
E-Mail Address: matthew.ashurst@dhs.gov

3. All other terms and conditions of the Agreement remain unchanged.

Signatures
The Parties have executed this Agreement in multiple copies, each of which is an original.

WITNESS:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

_____ **DATE:** 7/24/09
By: *Ernesto L. Butcher, Chief Operating Officer*

UNITED STATES
Department of Homeland Security
Transportation Security Administration

_____ **DATE:** 7.27.09
By: Connie Thornton, Contracting Officer

Copy to:
Federal Security Director, JFK
Office of Security Technology

EXHIBIT C

Letter of Credit Terms and Conditions

For the purposes of subparagraph (a) of Paragraph 31 of the Supplemental Agreement (the "Agreement") between The Port Authority of New York and New Jersey (the "Port Authority') and Terminal One Group Association, L.P. (the "Lessee") to which this Exhibit C is attached, a '***Letter of Credit***' shall mean in the singular each of and '***Letter of Credits***' shall mean in the plural all of the letter of credits which may be delivered by the Lessee to the Port Authority as security for its obligations pursuant to the provisions of subparagraph (a) of Paragraph 31 of the Supplemental Agreement and which meet all of the requirements set forth:

The Lessee shall deliver or shall cause to be delivered to the Port Authority a clean irrevocable Letter of Credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District, in favor of the Port Authority in the amount of the demand by a *qui tam* person pursuant to the provisions of subparagraph (a) of Paragraph 31 of the Agreement. The form and terms of such Letter of Credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. If requested by the Port Authority, said Letter of Credit shall be accompanied by an opinion of counsel for the banking institution that the issuance of said clean irrevocable Letter of Credit is an appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Each Letter of Credit shall provide that it shall continue until the last day of the sixth full calendar month occurring after the final adjudication, settlement or other resolution of such demand. Such continuance may be by provision for automatic renewal or by delivery to the Port Authority of a substitute letter of credit satisfactory to the Port Authority and meeting all the requirements set forth in this Exhibit C in an amount so that at all times until the final adjudication, settlement or other resolution of such demand the Port Authority shall have a Letter of Credit or Letters of Credit in the amount of such demand. Upon notice of cancellation of a Letter of Credit the Lessee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the Letter of Credit is replaced by another Letter of Credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security of the Lessee's obligations under subparagraph (a) of Paragraph 31 of the Agreement, as applicable until the final adjudication, settlement or other resolution of such demand. Failure to provide such Letter of Credit at any time until the completion of the Project and successful completion of the TSA EDS systems test conducted by the TSA, which is valid and available to the Port Authority, including any failure of any banking institution issuing any such Letter of Credit previously accepted by the Port Authority to make one or more payments as may be provided in such Letter of Credit shall be deemed to be a breach of the Supplemental Agreement or of the Terminal One Lease, as described in and pursuant to subparagraph (a) of Paragraph 31 of the Supplemental Agreement, on the part of the Lessee. No action by the Port Authority pursuant to the terms of any Letter of Credit, or receipt by the Port Authority of funds from any bank issuing any such Letter of Credit, shall be or be deemed to be a waiver of

any default by the Lessee under the terms of the Supplemental Agreement and all remedies under the Agreement of the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such Letter of Credit.

Initialled:

For the Port Authority

For the Lessee

EXHIBIT C

Letter of Credit Terms and Conditions

For the purposes of subparagraph (a) of Paragraph 31 of the Supplemental Agreement (the "Agreement") between The Port Authority of New York and New Jersey (the "Port Authority') and Terminal One Group Association, L.P. (the "Lessee") to which this Exhibit C is attached, a ***'Letter of Credit'*** shall mean in the singular each of and ***'Letter of Credits'*** shall mean in the plural all of the letter of credits which may be delivered by the Lessee to the Port Authority as security for its obligations pursuant to the provisions of subparagraph (a) of Paragraph 31 of the Supplemental Agreement and which meet all of the requirements set forth:

The Lessee shall deliver or shall cause to be delivered to the Port Authority a clean irrevocable Letter of Credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District, in favor of the Port Authority in the amount of the demand by a *qui tam* person pursuant to the provisions of subparagraph (a) of Paragraph 31 of the Agreement. The form and terms of such Letter of Credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. If requested by the Port Authority, said Letter of Credit shall be accompanied by an opinion of counsel for the banking institution that the issuance of said clean irrevocable Letter of Credit is an appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Each Letter of Credit shall provide that it shall continue until the last day of the sixth full calendar month occurring after the final adjudication, settlement or other resolution of such demand. Such continuance may be by provision for automatic renewal or by delivery to the Port Authority of a substitute letter of credit satisfactory to the Port Authority and meeting all the requirements set forth in this Exhibit C in an amount so that at all times until the final adjudication, settlement or other resolution of such demand the Port Authority shall have a Letter of Credit or Letters of Credit in the amount of such demand. Upon notice of cancellation of a Letter of Credit the Lessee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the Letter of Credit is replaced by another Letter of Credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security of the Lessee's obligations under subparagraph (a) of Paragraph 31 of the Agreement, as applicable until the final adjudication, settlement or other resolution of such demand. Failure to provide such Letter of Credit at any time until the completion of the Project and successful completion of the TSA EDS systems test conducted by the TSA, which is valid and available to the Port Authority, including any failure of any banking institution issuing any such Letter of Credit previously accepted by the Port Authority to make one or more payments as may be provided in such Letter of Credit shall be deemed to be a breach of the Supplemental Agreement or of the Terminal One Lease, as described in and pursuant to subparagraph (a) of Paragraph 31 of the Supplemental Agreement, on the part of the Lessee. No action by the Port Authority pursuant to the terms of any Letter of Credit, or receipt by the Port Authority of funds from any bank issuing any such Letter of Credit, shall be or be deemed to be a waiver of

any default by the Lessee under the terms of the Supplemental Agreement and all remedies under the Agreement of the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such Letter of Credit.

Initialled:

For the Port Authority

For the Lessee

Form - All-Purpose Ack. N.Y.

(Port Authority Acknowledgment)

STATE OF New York)
) ss.
COUNTY OF New York)

On the 19th day of March in the year 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 whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity as Assistant Director for the **Port Authority of New York and New Jersey**, and that by his/her/their signature on the instrument, the individual, 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

(Lessee Acknowledgment)

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

On the 8TH day of FEB in the year 2012 before me, the undersigned, a Notary Public in and for said state, personally appeared ARTHUR J. MOLINS, 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 as CEO, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Marie E. DiCocco
(notarial seal and stamp)

MARIE E DICOCCO
Notary Public, State of New York
No 01DI6122325
Qualified in Queens County
Term Expires February 7, 2013

AVIATION DEPT.
P&CD - JFKIA
FILE COPY

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

John F. Kennedy International Airport
Port Authority Lease No. AYC-190
Supplemental Agreement No. 9

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT ("**Supplement No. 9**" or this "**Supplemental Agreement**"), made as of July 1, 2012 (the "**Effective Date**"), by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (the "**Port Authority**") and TERMINAL ONE GROUP ASSOCIATION, L.P., a New York limited partnership (the "**Lessee**") whose general partner is Terminal One Management, Inc., a New York corporation,

WITNESSETH, That:

WHEREAS, by an agreement of lease dated as of July 13, 1994 (as such lease has heretofore been supplemented and amended, the "**Lease**") the Port Authority let to the Lessee and the Lessee hired and took from the Port Authority certain premises (the "**Premises**") at John F. Kennedy International Airport (the "**Airport**"), all as more particularly described in the Lease; and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease in certain respects;

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained, the Port Authority and the Lessee hereby agree, effective as of the date of this Supplemental Agreement, as follows:

1. Partial Surrender.

(a) Effective at 12:01 o'clock a.m. on the Effective Date (for purposes of this Section, the "**Surrender Date**") the Lessee has granted, bargained, sold, surrendered and yielded up and does by these presents grant, bargain, sell, surrender and yield up unto the Port Authority, its successors and assigns, forever, the portion of the Premises shown in diagonal hatching in Detail III on the drawing attached as Exhibit A to this Supplemental Agreement (such portion of the Premises, the "**Surrendered Premises**") and the term of years with respect thereto under the Lease yet to come, and has given, granted, surrendered and by

these presents does give, grant and surrender to the Port Authority, its successors and assigns, all the rights, rights of renewal, licenses, privileges and options of the Lessee granted by the Lease with respect to the Surrendered Premises, all to the intent and purpose that the said term under the Lease and the said rights of renewal, licenses, privileges and options may be wholly merged, extinguished and determined on the Surrender Date, with the same force and effect as if the said term were in and by the provisions of the Lease originally fixed to expire on the Surrender Date,

TO HAVE AND TO HOLD the same unto the Port Authority, its successors and assigns forever.

(b) The Lessee hereby covenants on behalf of itself, its successors and assigns that (x) it has not done or suffered and will not do or suffer anything whereby the Surrendered Premises or the Lessee's leasehold therein, has been or shall be encumbered as of the the Surrender Date in any way whatsoever; (y) the Lessee is and will remain until the Surrender Date the sole and absolute owner of the leasehold estate in the Surrendered Premises and of the rights, rights of renewal, licenses, privileges and options granted by the Lease with respect thereto and that the same are and will remain until the Surrender Date free and clear of all liens and encumbrances of whatsoever nature; and (z) the Lessee has full right and power to make this Agreement.

(c) All promises, covenants, agreements and obligations of the Lessee with respect to the Surrendered Premises which under the provisions thereof would have matured upon the date originally fixed in the Lease for the expiration of the term, or upon the termination of the Lease prior to the said date, or within a stated period after expiration or termination, shall, notwithstanding such provisions, mature upon the Surrender Date and shall survive the execution and delivery of this Supplemental Agreement.

(d) The Lessee has released and discharged and does by these presents release and discharge the Port Authority from any and all obligations of every kind, past, present or future on the part of the Port Authority to be performed under the Lease with respect to the Surrendered Premises. The Port Authority does by these presents release and discharge the Lessee from any and all obligations on the part of the Lessee to be performed under the Lease with respect to the Surrendered Premises for that portion of the term subsequent to the Surrender Date; it being understood that nothing herein contained shall release, relieve or discharge the Lessee from any liability for rentals

or for other charges that may be due or become due to the Port Authority for any period or periods prior to the Surrender Date, or for breach of any other obligation on the Lessee's part to be performed under the Lease for or during such period or periods or maturing pursuant to the foregoing paragraph, nor shall anything herein be deemed to release the Lessee from any liability for rentals or other charges that may be due or become due to the Port Authority for any other portion of the Premises or for the breach of any other obligation on the Lessee's part to be performed under the Lease.

(e) Effective as of the Surrender Date, the "Premises" shall be deemed to refer to the premises shown on Exhibit A to this Supplement No. 9 to the Lease.

2. Amendment to Rental Provisions.

(a) Paragraph (a) of Section 6 of Supplement No. 3 to the Lease, as previously amended and restated, is hereby further amended and restated to read:

"6. (a) Subparagraph (2) of paragraph (a) of Subdivision I of Section 4 of the Lease, as previously amended, is hereby further amended by redenominating existing subparagraph (2) as sub-subparagraph "(2)(i)" and adding after such redenominated sub-subparagraph the following:

> "(ii) Effective as of the Effective Date of Supplement No. 3 to the Lease (as defined therein) the annual basic rental, in the amount then in effect, shall be increased by adding thereto the amount of (Ex. 2.a.)
>
> , and accordingly the Lessee hereby agrees and shall pay to the Port Authority effective as of said Effective Date basic rental at the annual rate of
>
> (Ex. 2.a.)
>
> subject to increase as provided in paragraph (b) hereof."'

(b) Subparagraph (2) of paragraph (a) of Subdivision I of Section 4 of the Lease, as previously amended, is hereby further amended by the addition after sub-subparagraph (2)(ii) of the following new sub-subparagraph (iii):

"(iii) Effective as of the Effective Date of Supplement No. 9 to the Lease (as defined therein) the annual basic rental shall be decreased to

(Ex. 2.a.) ,

and accordingly the Lessee hereby agrees and shall pay to the Port Authority, effective as of the said Effective Date, basic rental at such annual rate, subject to increase as provided in paragraph (b) hereof."

3. As hereby amended, all of the terms, covenants, provisions, conditions and agreements of the Lease shall be and remain in full force and effect.

4. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

5. No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Lessee 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. The Lessee agrees that no representations or warranties with respect to this Supplemental Agreement shall be binding upon the Port Authority unless expressed in writing herein.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first written above.

ATTEST:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

_____
Secretary

_____
(name)
(title)

TERMINAL ONE GROUP ASSOCIATION, L.P.

ATTEST:

_____
Secretary
JOSEPH O. GUTIERREZ
CFO & SECRETARY

By: **TERMINAL ONE MANAGEMENT, INC.**
General Partner

By _____
(name) ARTHUR J. HOLINS
(title) CEO

(Seal)

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

ACKNOWLEDGEMENT

FOR THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

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

On the _____ day of _____ in the year 2012, before me, the undersigned, a Notary Public in and for said state, personally appeared David A. Kagan, Assistant Director, Business and Properties, of the Aviation Department of THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

ACKNOWLEDGEMENT

FOR THE LESSEE

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

On the 20TH day of NOVEMBER in the year 2012, before me, the undersigned, a Notary Public in and for said state, personally appeared ARTHUR J. MOLINS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Marie E. DiCocco
Notary Public

MARIE E. DICOCCO
Notary Public, State of New York
No. 01DI6122325
Qualified in Queens County
Term Expires February 7, 2013